

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Regular Business Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
July 27th, 2022  
7:00 p.m.

**Mayor Joshua Penner, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

This meeting is being held in person and through the platform zoom. A link for virtual participation can be found on the agenda or on the City's website.

<https://us06web.zoom.us/j/86376413053?pwd=ZXNQWE5mS3g5UmplVUtpL1dsL0pLUT09>

Telephone: 1-253-215-8782 - Meeting ID: 863 7641 3053 and the passcode 222759.

### **REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

#### **2. PUBLIC COMMENTS.**

Comments may be sent to the City Clerk at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) by 3pm on July 27th, 2022, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

#### **3. PUBLIC HEARING**

*All members of the public may provide testimony during the public hearing via the call-in number and meeting ID listed on the agenda, in person at the meeting located at Orting City Hall, or they may submit written comments prior to the public hearing on Emergency Ordinance 2022-1098 – an emergency ordinance amending OMC chapters 9-5A and 9-5B, regarding stormwater regulation no later than 3:00 pm on July 27<sup>th</sup>, 2022 to Kim Agfalvi, City Clerk, at [clerk@cityoforting.org](mailto:clerk@cityoforting.org).*

**A. AB22-63** – NPDES Emergency Ordinance No. 2022-1098 amending OMC 9-5A and 9-5B regarding stormwater regulation.

#### **4. PRESENTATION.**

- A.** Pierce County Emergency Management – Jody Ferguson.
- B. AB22-70** - DA Davidson – Dave Trageser

#### **5. CONSENT AGENDA.**

- A.** Payroll Claims and Warrants.
- B.** Meeting Minutes of June 8<sup>th</sup>, June 20<sup>th</sup>, June 15<sup>th</sup>, June 29<sup>th</sup>, July 13<sup>th</sup>, and July 20<sup>th</sup>.
- C. AB22-69** – Street Condition Assessment and Maintenance Plan.
- D. AB22-66** – Water Consumption Goals.

*Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219*  
**Next Regular Meeting: August 10th, 2022 7:00pm**

- E. **AB22-54** – Port of Tacoma Interlocal Agreement.
- F. **AB22-65** – School Resource Officer Interlocal Agreement.
- G. **AB22-64** – Sidewalk Removal and Replacement Bids.

***Motion: To approve consent agenda as prepared.***

## **6. NEW BUSINESS.**

- A. **AB22-60** – Main Parks Master Plan.

***Motion: To Authorize the Mayor to sign a contract with MacLeod Reckord for Main Parks Mater Planning services in an amount to not exceed \$45,000.00.***

- B. **AB22-61** – Summerfest Sponsorship.

***Motion: To approve resolution no. 2022-18, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Summerfest.***

## **7. EXECUTIVE SESSION.**

## **8. ADJOURNMENT.**

***Motion: To Adjourn.***



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-63</b>		<b>7.20.2022</b>	<b>7.27.2022</b>
NPDES- Ordinance No. 2022-1098				
	<b>Department:</b>	PW/Engineering/Planning		
	<b>Date Submitted:</b>	<b>7.14.2022</b>		
<b>Cost of Item:</b>	<u>\$ N/A</u>			
<b>Amount Budgeted:</b>	<u>\$ N/A</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>				
<b>Timeline:</b>	Must be adopted and effective by 8/1/2022			
<b>Submitted By:</b>	AHBL/JC Hungerford			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Ordinance No. 2022-1098			
<b>SUMMARY STATEMENT:</b>				
<p>The National Pollutant Discharge Elimination System (NPDES) is a federal permit program that regulates the discharge of stormwater and wastewater to waters of the State. The Western Washington Phase II Municipal Stormwater Permit was re-issued on August 1, 2019 and will be in effect until July 31, 2024. This permit authorizes the City of Orting to discharge stormwater from its municipally owned system. The City of Orting is required to update its stormwater regulations in response to the terms of the Permit, including the adoption of the most modifications to the City's stormwater regulations to remain consistent with the current 2019 Washington Department of Ecology's Stormwater Management Manual for Western Washington.</p> <p>By this ordinance the City Council would adopt amendments to OMC 9-5A and 9-5B, in compliance with the City's NPDES Permit. Note: adoption must occur prior to August 1, 2022, thus the request is for emergency adoption at the meeting on July 27<sup>th</sup>, 2022.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move the item to the Council Meeting on July 27 <sup>th</sup> , 2022 for a public hearing and consideration of the ordinance for adoption.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To adopt Ordinance No. 2022-1098, an emergency ordinance amending OMC Chapters 9-5A and 9-5B, regarding stormwater regulation.				

CITY OF ORTING  
WASHINGTON  
**ORDINANCE NO. 2022-1098**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO STORMWATER  
MAINTENANCE AND MANAGEMENT;  
AMENDING ORTING MUNICIPAL CODE  
CHAPTERS 9-5A AND 9-5B; PROVIDING FOR  
SEVERABILITY; DECLARING AN EMERGENCY;  
AND ESTABLISHING AN IMMEDIATE  
EFFECTIVE DATE**

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**WHEREAS**, the City has adopted certain provisions codified at Chapters 5A and 5A of Title 9 of the Orting Municipal Code (“OMC”) that provide for surface water maintenance and management within the City of Orting; and

**WHEREAS**, in January of 2007, the State Department of Ecology issued the first National Pollution Discharge Elimination System (“NPDES”) permit for Phase II communities in Western Washington which permit is intended to implement the Clean Water Act; and

**WHEREAS**, although the City already has certain regulations in place that comply with many of the requirements of the Phase II NPDES permit, certain amendments are necessary in order to ensure that the City is in compliance with provisions of the permit that must be implemented by the City by August 1, 2022; and

**WHEREAS**, the proposed amendments to Chapters 5A and 5B of Title 9 of the Orting Municipal Code are consistent in scope and subject matter with the surface water maintenance and management programs required under the terms of the NPDES permit; and

**WHEREAS**, this Ordinance is enacted as an exercise of the police power authority of the City of Orting to protect and preserve the public health and welfare; and

**WHEREAS**, on July 8, 2022, the City’s SEPA official issued a determination of non-significance for the proposed code amendments and there have been no appeals; and

**WHEREAS**, on July 27, 2022, the City Council held a public hearing on the proposed code amendments; and

**WHEREAS**, RCW 35A.13.190 provides that an ordinance may be made effective upon adoption if passed by a majority plus one of the whole membership of the council, and if designated as a public emergency ordinance necessary for the protection of the public health, public safety, public property or public peace; and



**WHEREAS**, pursuant to RCW 35A.13.190, the City Council finds that this ordinance is a public emergency ordinance necessary for the protection of public health, public safety, public property, or public peace for the reasons set forth herein;

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do ordain as follows:

Section 1. Findings. The City Council adopts the recitals set forth above, which are incorporated by reference, as findings in support of a declaration of this ordinance as a public emergency ordinance.

Section 2. OMC 9-5A-4, Amended. Orting Municipal Code 9-5A-4 is hereby amended to read as follows:

9-5A-4: DEFINITIONS:

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SOURCE CONTROL BMPS: A structure or operation intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Operational source control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. Operational source control BMPs generally include activities such as inspection, cleaning, and maintenance. Structural source control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater or provide treatment of stormwater. Source control BMPs generally include physical measures such as coverings and constructed BMPs. Source control BMPs do not exclusively manage or control stormwater.

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Section 3. OMC 9-5A-9, Amended. Orting Municipal Code 9-5A-9 is hereby amended to read as follows:

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J. Stormwater Source Control:

1. The businesses or activities Listed in Table 1, when permitted by the City, shall implement stormwater source control Best Management Practices (BMPs) when such business or activities are performed outdoors subject to rainfall and runoff of pollutants.

Table 1. Businesses or Activities Subject to Stormwater Source Control:

<u>Business or Activity</u>	<u>Standard Industrial Code (SIC) Major Group</u>	<u>SIC Industry Group No.</u>	<u>North American Industry Classification System (NAICS) Major Group</u>
<u>Support Activities for Animal Production</u>		<u>074, 075</u>	<u>1152xx,</u>
<u>Construction of Buildings</u>	<u>15</u>		<u>236</u>
<u>Heavy and Civil Engineering Construction</u>	<u>16</u>		<u>237</u>
<u>Specialty Trade Contractors</u>	<u>17</u>		<u>238</u>
<u>Beverage, Food, and Tobacco Manufacturing</u>	<u>20</u>		<u>311, 312</u>
<u>Wood Product Manufacturing</u>	<u>24</u>		<u>321</u>
<u>Paper Manufacturing</u>	<u>26</u>		<u>3221xx, 3222xx</u>
<u>Printing and Related Support Activities</u>	<u>27</u>		<u>323</u>
<u>Chemical Manufacturing</u>	<u>28</u>		<u>325</u>
<u>Petroleum and Coal Products Manufacturing</u>	<u>29</u>		<u>3241xx</u>
<u>Plastics and Rubber Product Manufacturing</u>	<u>30</u>		<u>326</u>
<u>Leather and Allied Product Manufacturing</u>	<u>31</u>		<u>316</u>
<u>Nonmetallic Mineral Product Manufacturing</u>	<u>32</u>		<u>327</u>
<u>Primary Metal Manufacturing</u>	<u>33</u>		<u>331</u>
<u>Fabricated Metal Product Manufacturing</u>	<u>34</u>		<u>332</u>
<u>Machinery, Computer, and Electronic Product manufacturing</u>	<u>35</u>		<u>333, 334</u>
<u>Electrical Equipment, Appliance, and Component Manufacturing</u>	<u>36</u>		<u>335</u>
<u>Transportation Equipment Manufacturing</u>	<u>37</u>		<u>336</u>
<u>Rail Transportation</u>	<u>40</u>		<u>482</u>
<u>Transit and Ground Passenger Transportation</u>	<u>41</u>		<u>485</u>
<u>Truck Transportation and Warehousing</u>	<u>42</u>		<u>484, 493</u>
<u>Support Activities for Transportation</u>		<u>473, 474, 478</u>	<u>4881xx, 4882xx, 4884xx, 4889xx,</u>
<u>Utilities</u>	<u>49</u>		<u>2211xx</u>

<u>Business or Activity</u>	<u>Standard Industrial Code (SIC) Major Group</u>	<u>SIC Industry Group No.</u>	<u>North American Industry Classification System (NAICS) Major Group</u>
<u>Wholesale Trade – Durable Goods</u>		<u>501, 503, 505, 506, 507, 509</u>	<u>423140, 423930, 423110, 4233xx, 4237xx, 4238xx,</u>
<u>Wholesale Trade – Nondurable Goods</u>		<u>514, 515, 516, 517, 518, 519</u>	<u>424930, 4244xx, 4246xx, 4247xx, 4248xx,</u>
<u>Building Materials, Hardware, Garden Supplies Dealers</u>		<u>521, 523, 526</u>	<u>444</u>
<u>Food and Beverage Stores</u>	<u>54</u>		<u>445</u>
<u>Automotive Dealers and Gasoline Service Stations</u>	<u>55</u>		<u>441, 447</u>
<u>Food Services and Drinking Places</u>	<u>58</u>		<u>722</u>
<u>Rental and Leasing Services</u>		<u>735</u>	<u>5321xx, 5324xx</u>
<u>Repair and Maintenance</u>	<u>75</u>		<u>811192, 8111xx, 8112xx, 8113xx, 8114xx,</u>
<u>Ambulatory Health Care Services and Hospitals</u>		<u>806, 807</u>	<u>621910,</u>
<u>Educational Services</u>	<u>82</u>		<u>6111xx, 6112xx, 6113xx, 6115xx</u>
<u>Museums, Historical Sites, and Similar Institutions</u>		<u>842</u>	<u>712</u>

Notes:

Listing is from Washington State Department of Ecology Western Washington Phase II Municipal Stormwater Permit, Appendix 8 – Urban Land Uses and Pollutant Generating Sources, August 2019. Listing is for consistency with NPDES Permit and does not imply the business or activity will be permitted by the City.

2. Source control BMPs for new businesses or activities Listed in Table 1 shall be identified in permit application packages. Source control BMPs shall be identified in the Stormwater Site Plan (SSP) for projects triggering a SSP.

3. No later than August 1, 2022, existing businesses or activities listed in Table 1 shall begin implementing operational source control BMPs where operational BMPs are not currently provided. The basis of operational source control BMPs shall be provided to the City if the City

finds that the selected source control BMPs or their implementation are not effective in preventing or reducing pollutant runoff. Selection and implementation of structural source control BMPs may be required by the City subject to the enforcement provisions of Chapters 9-5B-11 and 9-5B-12 OMC. Source control BMPs for existing businesses or activities listed in Table 1 shall be fully compliant as required by Chapter 9-5B-11 OMC.

4. Source control BMPs shall be selected, implemented and maintained in accordance with the adopted stormwater manual identified in Chapter 9-5A-9.A OMC.

5. Source control BMPs not identified in the adopted stormwater manual but which may still be appropriate may be submitted for an adjustment or variance in accordance with Chapter 9-5A.16 OMC provided that such source control BMPs provide equivalent protection to the BMPs identified in the adopted stormwater manual. Permit applications shall document proposed source control BMPs, identify why BMPs in the adopted stormwater manual are not applicable or suitable, and state that the proposed BMPs will provide equivalent or better protection.

6. Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls.

Section 4. OMC 9-5A-17, Amended. Orting Municipal Code 9-5A-17 is hereby amended to read as follows:

9-5A-17: ENFORCEMENT:

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A. General: Except with regard to illicit discharges and illicit connections or stormwater source control for land uses listed in Chapter 9-5A-9.J.1 Table 1, enforcement action shall be in accordance with this article and title 1, chapter 13 of this code whenever a person has violated any provision of this article, or any requirement imposed or order issued pursuant to this article. The choice of enforcement action and the severity of any penalty shall be determined by the director, in consultation with the city attorney when considering criminal penalties, based on the nature of the violation, the damage or risk to the public or to public resources, and/or the degree of bad faith of the person subject to the enforcement action, and whether or not the violation was intentional. Violation of this article includes any act or omission causing, allowing, permitting, aiding, abetting, directing, controlling, suffering or concealing an act or omission in violation of this article. In addition to the listed enforcement options, the city may also pursue any other lawful civil, criminal or equitable remedy or relief. Enforcement options are cumulative and shall not be deemed exclusive. The definitions set forth in title 1, chapter 13 of this code shall apply throughout this section.

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H. Enforcement: Enforcement regarding illicit connections or illicit discharges or stormwater source control for land uses listed in Chapter 9-5A-9.J.1 Table 1 will be performed by the city in accordance with section 9-5B-11 of this chapter.

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Section 5. OMC 9-5A-18, Amended. Orting Municipal Code 9-5A-18 is hereby amended to read as follows:

9-5A-18: ADMINISTRATIVE ENFORCEMENT/PENALTY:

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H. Penalties Imposed: Penalties for illicit connections or illicit discharges or violation of stormwater source control requirements will be imposed by the city in accordance with sections 9-5B-11 and 9-5B-12 of this chapter.

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Section 6. OMC 9-5B-10, Amended. Orting Municipal Code 9-5B-10 is hereby amended to read as follows:

9-5B-10: INSPECTION, ~~AND~~ ILLICIT DISCHARGE, AND STORMWATER SOURCE CONTROL PROGRAM:

A. Inspection: Whenever implementing the provisions of the inspection program or whenever there is cause to believe that a violation of this article has been or is being committed through illicit connection, illicit discharge or other means, or violation of the stormwater source control requirements, the director is authorized to inspect during regular working hours and at other reasonable times all public or private stormwater drainage systems within the city to determine compliance with the provisions of this article.

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D. Inspection And Maintenance Records: As existing stormwater facilities or operational source control BMPs are encountered, they shall be added to the master inspection and maintenance schedule. For existing business or activities in Chapter 9-5A-9.J.1 Table 1 permitted prior to August 1, 2022, documentation shall be prepared and retained supporting the basis of the selected operational control BMPs required per Chapter 9-5A-9.J.3 OMC. Records of new stormwater facilities shall include the following:

1. As built plans and locations;
2. Findings of fact from any exemption granted by the local government;

3. Operation and maintenance requirements and records of inspections, maintenance actions and frequencies; and

4. Engineering reports, as appropriate.

E. Reporting Requirements: The director shall report annually to the utility committee of the city council about the status of the inspections. The annual report may include, but need not be limited to, the proportion of the components found in and out of compliance, the need to upgrade components, enforcement actions taken, compliance with the inspection schedule, the resources needed to comply with the schedule, and comparisons with previous years.

F. Illicit Connections, ~~Or~~ Illicit Discharges, Or Stormwater Source Control Violations:

1. Access For Inspection: Access to the following shall be obtained by the city in accordance with the provisions of this section:

a. Areas known or thought to contain illicit connections or illicit discharges or activities contributing to illicit discharges or stormwater source control violations; and

b. Locations identified through the city's illicit discharge detection and elimination program as documented in the stormwater management plan developed in accordance with the NPDES phase II permit.

c. Businesses or activities identified in 9-5A-9.J.1 OMC requiring stormwater source control BMPs.

2. Enforcement: Illicit connections or illicit discharges or stormwater source control violations shall be corrected in accordance with the provisions of sections 9-5B-11 and 9-5B-12 of this article.

3. Penalties: Penalties for not complying with illicit connection or illicit discharge or stormwater source control enforcement actions shall be assessed in accordance with the provisions of sections 9-5B-11 and 9-5B-12 of this article. (Ord. 911, 8-31-2011)

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Section 7. OMC 9-5B-11, Amended. Orting Municipal Code 9-5B-11 is hereby amended to read as follows:

9-5B-11: ENFORCEMENT:

A. General: Enforcement action shall be in accordance with this article and title 1, chapter 13 of this code whenever a person has violated any provision of this article, or any requirement imposed or order issued pursuant to this article, or any prohibition upon an illicit

connection or illicit discharge or stormwater source control violation pursuant to article A of this chapter. Businesses or activities that were permitted prior to August 1, 2022 and are identified in Chapter 9-5A-9.J.1 Table 1 for which source control BMPs were not previously required shall be subject to the full provisions of Chapter 9-5B-11 and in full compliance with Chapter 9-5A-9.J OMC by January 1, 2023. The choice of enforcement action and the severity of any penalty shall be determined by the director, in consultation with the city attorney when considering criminal penalties, based on the nature of the violation, the damage or risk to the public or to public resources, and/or the degree of bad faith of the person subject to the enforcement action, and whether or not the violation was intentional. Violation of this article, or any prohibition upon an illicit connection or illicit discharge pursuant to article A of this chapter, includes any act or omission causing, allowing, permitting, aiding, abetting, directing, controlling, suffering or concealing an act or omission in violation of this article. In addition to the listed enforcement options, the city may also pursue any other lawful civil, criminal or equitable remedy or relief. Enforcement options are cumulative and shall not be deemed exclusive. The definitions set forth in title 1, chapter 13 of this code shall apply throughout this section.

B. Unlawful Activities: Any structure, condition, act or omission which violates any provision of this article, or any prohibition upon an illicit connection or illicit discharge or stormwater source control violation pursuant to article A of this chapter, or any provision of a civil regulatory order shall be, and the same is declared to be, unlawful and is subject to the enforcement and penalty provisions of this section and section 9-5B-12 of this article and title 1, chapter 13 of this code.

C. Nuisance: Any act or omission declared to be unlawful pursuant to this article shall constitute a public nuisance, and may be abated using the procedures for abatement of public nuisances as set forth in this code or as otherwise allowed by law.

D. Criminal Violation: Any act or omission declared to be unlawful pursuant to this article shall constitute a misdemeanor and punishable by a fine of up to one thousand dollars (\$1,000.00) or imprisonment up to ninety (90) days in jail, or by both such fine and imprisonment.

E. Violation: Any act or omission declared to be unlawful pursuant to this article shall constitute a violation and shall be subject to enforcement by the director pursuant to title 1, chapter 13 of this code.

F. Monetary Penalties: Any act or omission declared to be unlawful pursuant to this article is subject to monetary penalties pursuant to section 9-5B-12 of this article.

G. Civil Regulatory Order: The director shall have the authority to issue and serve a civil regulatory order pursuant to title 1, chapter 13 of this code that orders the cessation of any activity that is in violation of this article or any prohibition upon an illicit connection or illicit discharge or stormwater source control violation pursuant to article A of this chapter, whether occurring on public or private property. The director shall have authority to include in the civil regulatory order, or to issue and serve in a separate civil regulatory order, an order to take

corrective action to bring any noncompliant activity, structure, or condition into compliance with this article. The director shall have the authority to serve a person responsible for the violation a civil regulatory order if an action is being undertaken in violation of this article, or for any prohibition upon an illicit connection or illicit discharge or stormwater source control pursuant to article A of this chapter.

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Section 8. OMC 9-5B-12, Amended. Orting Municipal Code 9-5B-12 is hereby amended to read as follows:

A. Monetary Penalties: Any person in violation of this article, or any prohibition upon an illicit connection or illicit discharge or stormwater source control violation pursuant to article A of this chapter, may, in addition to any other penalty imposed pursuant to this article, be subject to monetary penalties per day or portion thereof for each civil violation. Monetary penalties imposed, or to be imposed shall be specified in the notice of violation.

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H. Voluntary Correction Agreement:

1. Initiation: Either the person responsible for the violation or the director may initiate negotiations for a voluntary correction agreement at any time pursuant to section 1-13-5 of this code and the requirements of this subsection H. The director has no obligation to enter into any voluntary correction agreement.

2. Contents: A voluntary correction agreement shall set forth actions to be taken by the responsible party that will correct past or existing violations of this article, or any prohibition upon an illicit connection or illicit discharge or stormwater source control violation pursuant to article A of this chapter. It may also set forth actions to mitigate the impacts of violations. The voluntary correction agreement shall set forth a schedule for completion of the corrective and mitigating actions. It shall contain a provision allowing the director to inspect the premises to determine compliance with the voluntary compliance agreement.

3. Effect Of Voluntary Compliance Agreement:

a. A voluntary compliance agreement is a binding contract between the party executing it and the city. It is not enforceable by any other party. All voluntary compliance agreements shall provide that the responsible party agrees the city may perform the actions set forth in the voluntary compliance agreement if the responsible party fails to do so according to the terms and schedule of the agreement, and the responsible party will pay the costs, expenses, and damages the city incurs in performing the actions. By entering into a voluntary compliance agreement, a responsible party admits the violation and waives the right to an administrative appeal of the stop work/corrective action order.

b. Monetary penalties may be reduced or waived if violations are corrected or mitigated according to the terms and schedule of a voluntary correction agreement. If the responsible party fails to perform according to the terms and schedule of the voluntary compliance agreement, penalties for each violation addressed in the agreement may be assessed starting from the date the violation occurred.



4. Modification: The terms and schedule of the voluntary compliance agreement may be modified by mutual agreement of the responsible party and the director if circumstances or conditions outside the responsible party's control, or unknown at the time the agreement was made, or other just cause necessitate such modifications.

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L. Businesses or activities that were permitted prior to August 1, 2022 and are identified in Chapter 9-5A-9.J.1 Table 1 for which source control BMPs were not previously required shall be subject to the full provisions of Chapter 9-5B-12 and in full compliance with Chapter 9-5A-9.J OMC by January 1, 2023.

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Section 9. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 10. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 11. Designation of Emergency Ordinance; Immediate Effective Date. Pursuant to RCW 35A.13.190, the City Council declares and designates this ordinance as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or the public peace. Upon adoption of this ordinance by a majority plus one of the whole membership of the council, this ordinance shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), underlying facts necessary to support this emergency declaration are included in the recitals set forth above, which are adopted by reference.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 27<sup>th</sup> DAY OF JULY, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

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Charlotte A. Archer  
Inslee Best  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
Effective Date:



## CITY OF ORTING

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104 BRIDGE ST S, PO BOX 489, ORTING WA 98360  
Phone: (360) 893-2219 FAX: (360) 893-6809  
www.cityoforting.org

### SEPA Determination of Non-Significance (DNS)

**Name of Proposal:** Amendments to Chapter 5A of Title 9 of the Orting Municipal Code to adopt source control BMPs for pollutant generating sources.

**Proponent:** City of Orting

**Description:** Amendments are proposed to Orting Municipal Code 9-5A to adopt source control BMPs for pollutant generating sources. This change is required in order for the City of Orting to remain in compliance with the Western Washington Phase II Municipal Stormwater Permit.

**Location:** The City of Orting is located between the Puyallup and Carbon Rivers in Pierce County, generally within Township 18N and 19N, Range 5E. This is a non-project action that would affect multiple parcels in the City of Orting.

**Lead Agency:** City of Orting.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. The information is available to the public on request.

**Responsible Official:** City Administrator or his/her authorized designee  
Scott Larson, City Administrator  
City of Orting  
Orting City Hall, 110 Train St SE, Orting, WA 98360

Please submit written comments to Scott Larson at the address above, or by email to Wayne Carlson, contract City Planner, at [wecarlson@ahbl.com](mailto:wecarlson@ahbl.com).

*This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The Lead Agency will not act on this proposal for 14 days from the issue date (issue date: July 8, 2022. Comments must be submitted by 5:00 pm on July 22, 2022.)*

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Scott Larson, City Administrator

July 6, 2022

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Date

# NOTICE OF ORTING CITY COUNCIL PUBLIC HEARING

Wednesday, July 27 2022 – 7:00 pm

NOTICE IS HEREBY GIVEN that the City Council will be holding a Public Hearing. The purpose of this hearing is to receive public testimony regarding the proposed adoption of the 2019 Ecology Stormwater Manual for Western Washington. Amendments are proposed to Orting Municipal Code 9-5A-9 to adopt the 2019 Ecology Stormwater Manual for Western Washington. This change is required in order for the City of Orting to remain in compliance with the Western Washington Phase II Municipal Stormwater Permit. The proposed ordinance is an emergency ordinance, which would take effect immediately upon its adoption. The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in City Council Chambers at **104 Bridge St South** or by a log in or call in number and then entering the Meeting ID.

To join the meeting/hearing on a **computer or mobile phone:**

<https://us06web.zoom.us/j/84148133266?pwd=N0J0SUJMMkhPREVXM3FvUWNvZFdVUT09>

Phone Dial-in: +1 253-215-8782 Meeting ID: 841 4813 3266 Passcode: 941695

If you are unable to join the hearing written comments may be submitted to contact City Planner Wayne Carlson electronically, no later than 1:00pm on June 29, 2022 at [wecarlson@ahbl.com](mailto:wecarlson@ahbl.com) or by mail to PO Box 489, Orting, WA, 98360.

Written comments will be sent to the Council prior to the hearing and will become part of the public record. Further information may be obtained by emailing Wayne Carlson at the email above or by phone at 206-658-2674.





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Bond Issuance for City Projects	<b>AB22-70</b>			
		<b>7.6.2022</b>	<b>7.20.2022</b>	<b>7.27.2022</b>
	<b>Department:</b>	Gretchen Russo, Finance Director		
	<b>Date Submitted:</b>	<b>7.22.22</b>		
<b>Cost of Item:</b>	<u>\$N/A</u>			
<b>Amount Budgeted:</b>	<u>\$N/A</u>			
<b>Unexpended Balance:</b>	<u>\$ N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Gretchen Russo			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> None				
<b>SUMMARY STATEMENT:</b>				
<p>The City is anticipating that the Water Resource Recovery Facility upgrades will go out to bid in the fall of 2022. This facility will upgrade a number of components within Water Resource Recovery Facility and add a solids handling process to eliminate the liability and cost of disposing the solids. The byproduct of this process will be a Class A biosolid (similar to Tagro) which is a safe and effective fertilizer for landscaping and vegetable gardens. If the bid is successful, construction will begin in 2023. In preparation of this project, the City has contracted with DA Davidson to assist with the bond rating and preparation of the documents required for a bond sale.</p> <p>DA Davidsons’s Dave Trageser will be providing a presentation of the steps required to sell bonds to finance this project.</p>				
<b>RECOMMENDED MOTION:</b> None				
<b>Informational Only</b>				



# Bond Financing Information

*July 27, 2022*

**Dave Trageser**

Managing Director

Phone: (206) 903-8699

Cell: (206) 518-0675

Email: [dtrageser@dadco.com](mailto:dtrageser@dadco.com)



**D|A|DAVIDSON**  
FIXED INCOME CAPITAL MARKETS

Columbia Center

701 Fifth Ave., Suite 4050

Seattle, WA 98104

[www.davidsoncompanies.com/ficm](http://www.davidsoncompanies.com/ficm)

# TYPES OF BONDS

## **LIMITED TAX GENERAL OBLIGATION BOND (Non-voted) –**

- Secured by the General Fund/Current Expense Fund. (A Limited Tax General Obligation Bond is also known as “non-voted debt”. Any type of debt that is secured by the General Fund, is counted against the municipality’s “non-voted” Debt Capacity.)

## **UNLIMITED TAX GENERAL OBLIGATION BOND (Voted) –**

- Secured by the full faith, credit and taxing power of the municipality with a **special excess** voter-approved bond levy.

## **REVENUE BOND –**

- Revenue bonds are payable from a specific source of revenue from the System operations (i.e., user fees such as Water and Sewer).

## **LOCAL IMPROVEMENT DISTRICT (“LID”) BOND –**

- Secured by the property assessments in the LID boundary that are receiving the benefits. The assessments cannot be greater than the improvement value.

## **SHORT TERM NOTES –**

- In addition to long-term fixed rate bonds, the City may issue interim financing via short-term fixed or variable notes.

# PUBLIC BOND SALE vs. PRIVATE PLACEMENT

## **Public Bond Sale to Investors** *(with a Bond Underwriter)*

- Bonds are marketed and sold to the public (investors).
- We facilitate competition amongst the investors to achieve the lowest net borrowing cost for the municipality.
- The financing process involves preparation of the Preliminary Official Statement and final Official Statement.
- We coach and prepare the municipality for a rating presentation to S&P Global Ratings or Moody's.

## **Private Placement to a Bank** *(with a Placement Agent)*

- We coordinate the RFP bid process amongst over 30-banks (including all the credit review information that banks typically require) requesting a fixed interest rate bid.
- The RFP bid process facilitates competition amongst the banks to achieve the lowest net borrowing cost.
- We summarize the results of the bank bids to the municipality, and the municipality selects the bank.



# PLANNING INFORMATION

## **Bank-Qualified Status**

Based on current market conditions, there is an interest cost savings if a municipality issues \$10,000,000 or less in a calendar year.

## **IRS Spend Down Requirements**

A municipality must intend to spend 85% of bond proceeds within 36 months or less from the Delivery Date.

## **Reimbursement Resolution**

The IRS rule specifies that a Reimbursement Resolution must be approved by the City Council prior to the capital expenditure being paid or within 60 days from the date that money was expended.

# BOND RATING

- A rating helps to achieve a lower interest cost.
- A higher bond rating results in lower interest rates.



Source: D.A. Davidson & Co.

	<b>S&amp;P</b>	<b>Moody's</b>
<b>Highest/Best Quality</b>	AAA	Aaa
<b>High Investment Grade</b>	AA+	Aa1
	AA	Aa2
	AA-	Aa3
<b>Medium Investment Grade</b>	A+	A1
	A	A2
	A-	A3
<b>Low Investment Grade</b>	BBB+	Baa1
	BBB	Baa2
	BBB-	Baa3

Source: S&P Global Ratings and Moody's Investors Service

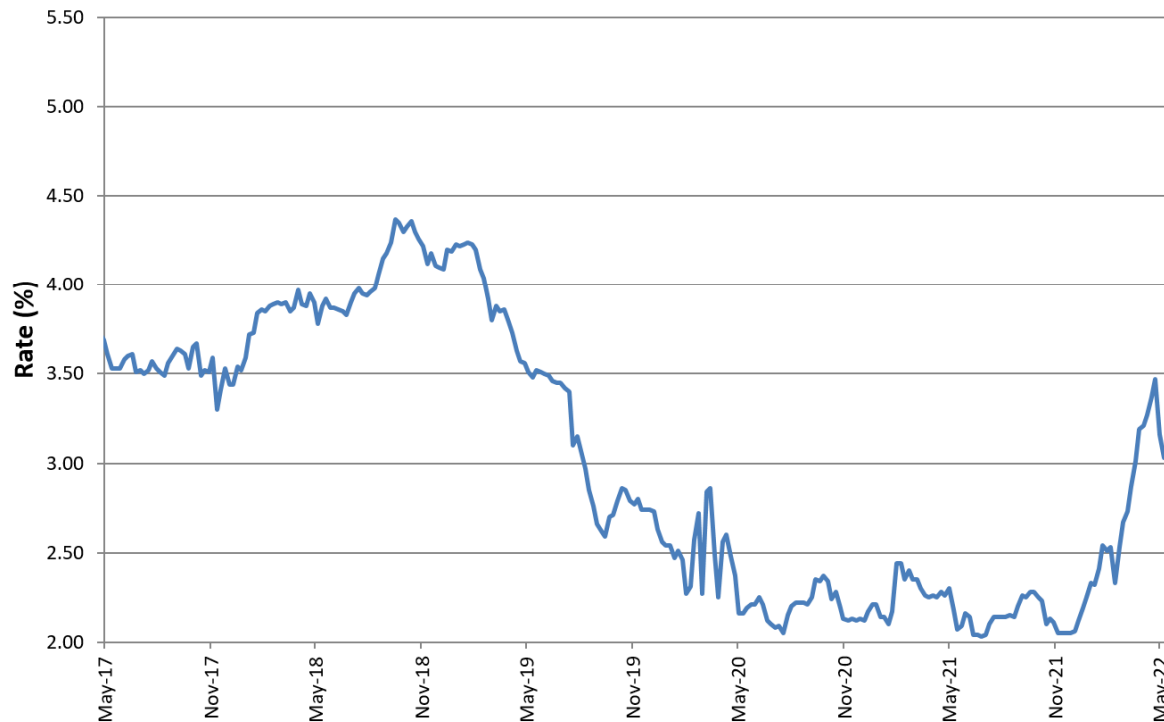
# CITIES IN WASHINGTON – UTILITY REVENUE RATINGS

City	County	S&P Revenue Rating	Moody's Revenue Rating
Clarkston	Asotin	A	
Kennewick	Benton	AA-	
Prosser	Benton	A+	
Richland	Benton	AA	
Cashmere	Chelan	A+	
Wenatchee	Chelan	AA-	
Port Angeles	Clallam	AA-	A1
Sequim	Clallam	A+	
Camas	Clark		Aa3
Vancouver	Clark	AA+	
Washougal	Clark	A+	
Kelso	Cowlitz	A+	
Longview	Cowlitz		Aa3
Pasco	Franklin	AA-	
Moses Lake	Grant	AA-	
Oak Harbor	Island	A+	
Issaquah	King	AA	
Kent	King	AA	
North Bend	King	AA-	
Redmond	King	AAA	
Renton	King	AA+	
Seattle	King	AA+	Aa1
Snoqualmie	King	AA	
Enumclaw	King & Pierce	AA-	
Bothell	King & Snohomish	AA-	
Bremerton	Kitsap		Aa3
Poulsbo	Kitsap	AA+	
Shelton	Mason	A+	
Bonney Lake	Pierce	AA	
DuPont	Pierce	AA	
Fife	Pierce	AA-	
Gig Harbor	Pierce	AA+	
Puyallup	Pierce	AA	
Tacoma	Pierce	AA/AA+	Aa2

City	County	S&P Revenue Rating	Moody's Revenue Rating
Auburn	Pierce & King	AA	
Milton	Pierce & King	AA	
Friday Harbor	San Juan	A+	
Anacortes	Skagit	AA-	A1
Edmonds	Snohomish		Aa2
Everett	Snohomish	AA+	
Lynnwood	Snohomish	AA	
Marysville	Snohomish	AA	
Monroe	Snohomish	AA	
Mountlake Terrace	Snohomish	AA-	
Mukilteo	Snohomish	AA+	
Stanwood	Snohomish	AA-	
Sultan	Snohomish	AA-	
Airway Heights	Spokane	A	
Spokane	Spokane	AA	Aa2
Lacey	Thurston	AA+	
Olympia	Thurston	AA	Aa3
Yelm	Thurston	A+	
Walla Walla	Walla Walla	AA-	
Bellingham	Whatcom		Aa2
Blaine	Whatcom	AA-	
Ferndale	Whatcom		A3
Yakima	Yakima	AA-	

# BOND BUYER INDEX 5 YEAR HISTORY

**Bond Buyer Index  
20-Year General Obligation Bonds  
(5 year history)**



Source: *The Bond Buyer*.

*The Bond Buyer 20 GO Index is comprised of 20 different issuers whose bonds have an average rating of "AA/Aa2" that mature in the 20<sup>th</sup> year. Non bank qualified.*

## MUNICIPAL MARKET UPDATE

July 1, 2022

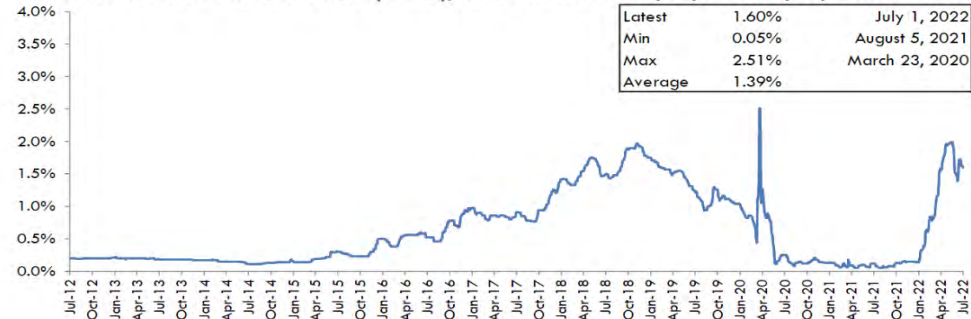
**"AAA" MUNICIPAL MARKET DATA INDEX (MMD), 20-YEAR MATURITY: 07/01/2012-07/01/2022**



**"AAA" MUNICIPAL MARKET DATA INDEX (MMD), 10-YEAR MATURITY: 07/01/2012-07/01/2022**



**"AAA" MUNICIPAL MARKET DATA INDEX (MMD), 1-YEAR MATURITY: 07/01/2012-07/01/2022**



The Municipal Market Data ("MMD") Index will show yields of the highest rated GO bonds in both the primary and secondary markets with values at least \$2 million.



# FUTURE FINANCINGS

## Treatment Plant Improvement Project

- Estimated to need at least \$8 million of bond proceeds to supplement other sources
- Project timeline
  - Design – 2022
  - Construction – 2023

# TYPICAL SCHEDULE OF EVENTS

<u>Target Dates</u>	<u>Action</u>
Week 1	D.A. Davidson (the "Underwriter") coordinates with staff on compiling information on the City.
Week 4	Release draft Preliminary Official Statement (the "POS") for review and comments.
Week 4	Bond attorney sends out the draft Bond Ordinance for review and comments.
Week 5	City, Underwriter & Bond Attorney provide comments to the draft POS. City, Underwriter & Bond Attorney provide comments to the draft Bond Ordinance.
<b>Week 7</b>	<b>City Council approves the Bond Ordinance.</b>
Week 7	Underwriter releases information package to the rating agency.
Week 8	Practice conference call and rating presentation (via conference call) with rating agency.
Week 9	Receive rating, release the POS, and begin marketing the Bonds to prospective investors.
Week 11	Set the final interest rates for the Bonds ( <i>based on comparable bonds sales, spread to MMD index, market conditions</i> ), approve Contract of Purchase.
<b>Week 13</b>	<b>Closing and Delivery of Bond proceeds.</b>

\* Subject to change.

# APPENDIX



# DAVIDSON HIGHLIGHTS

1. Davidson was ranked 1st in Washington State in 2011 thru 2020 (*based on the number of negotiated municipal transactions completed*). *Source: Thomson Reuters*
2. We are the **largest financial services company** headquartered in the Pacific Northwest, with \$153 million in net capital (*as of 5/31/2021*). *Source: D.A. Davidson & Co.*
3. We offer a **wide array of services** and are proactive on guidance and communication.
4. We **serve the largest number of Washington cities, counties, and special districts in Washington State** (*based on the number of negotiated municipal transactions completed*). *Source: Thomson Reuters*

# PUBLIC FINANCE SERVICES

- Bond Underwriter/Placement Agent
- Municipal Advisor
- Public Bond Sale vs. Private Placement
- Debt Structuring and Analysis
- Rating Agency Presentations
- Ongoing Service after the Bond sale:
  - Assist with communications between the municipality and rating agency
  - Assist with Continuing Disclosure
- Fixed and Variable Debt
- Refinancing
- Taxable and Tax-exempt
- Non-voted Debt and Affordability
- Voted Bonds and Tax Levy Impact
- Revenue Bonds and Parity Coverage
- Local improvement districts and assessments
- Financial Policy review and examples from other rated municipalities



# DAVIDSON'S PUBLIC FINANCE TEAM



**DAVE TRAGESER**  
MANAGING DIRECTOR  
(206) 903-8699

**37 Years in Public Finance**  
*Main Office: Seattle, WA*

Mr. Trageser joined D.A. Davidson & Co. in 2007 and became a Managing Director in 2017. He has been in the local public finance business for 36 years, originating over \$6 billion of tax-exempt financing. Previously, he was with Banc of America Securities for 7 years as Vice President of Public Finance, and 15 years with Dain Rauscher Inc. as Vice President.

Mr. Trageser specializes in general municipal finance with cities, counties, school districts, fire districts, water and sewer districts, as well as special districts, housing authorities, non-profits, and tribal governments. He has completed over 400 financings, both short and long-term. Partial lists of his municipal clients include the following Washington counties: Asotin, Chelan, Kitsap, Pierce, and Yakima. Washington cities include: Aberdeen, Bainbridge Island, Burlington, Bellingham, Bremerton, Ferndale, Fife, Gig Harbor, Kent, La Center, Lacey, Lake Stevens, Monroe, Newcastle, Ocean Shores, Port Orchard, Prosser, Puyallup, Seattle, Shelton, Spokane Valley, Sumner, Tacoma, Tumwater, University Place, and Wenatchee, among others. School district clients include: Bainbridge Island School District, Everett School District, Lake Washington School District, Lake Stevens School District, and Oak Harbor School District. Mr. Trageser has Series 7, Series 53, and Series 63 licenses. He passed the MSRB Municipal Advisor Representative Qualification Pilot Examination, Series 50, administered for the first time in February 2016, and is qualified as a municipal advisor representative. He has a Bachelor's degree in Business Administration from Pacific Lutheran University and a Master's in Business Administration from Seattle University.

# DAVIDSON'S PUBLIC FINANCE TEAM

**Mark Froio** (Senior Vice President) - Bond Underwriter with extensive market knowledge and experience to achieve lower interest rates. (Mark has 37 years of experience.)

**Maura Lentini** (Senior Vice President) – former Moody's rating analyst, assists with drafting and preparing rating agency presentations. (Maura has 21 years of experience.)

**Crystal Vogl** (Vice President) – Disclosure Specialist for Official Statements and assisting with Continuing Disclosure requirements and deadlines. (Crystal has 20 years of experience.)

**Suzanne Eide** (Senior Vice President) – Bond Structuring/Quantitative Specialist for limited tax general obligation bonds, unlimited tax general obligation bonds, revenue bonds, assessment bonds, and refunding bonds. (Suzanne has 20 years of experience.)

*Neither this material nor any of its contents may be disclosed, sold, or redistributed, electronically or otherwise, without prior written consent of Davidson Companies. The information presented herein is based on public information we believe to be reliable, prevailing market conditions, as well as our views at this point in time. We make no representation or warranty with respect to the accuracy or completeness of this material. Past performance is not necessarily indicative of future results. Davidson Companies does not assume any liability for any loss which may result from the reliance by any person upon such material. We make no representations regarding the legal, tax, regulatory, or accounting implications of entering into a Transaction.*

*Required Disclosure Pursuant to MSRB Rule G-23: An underwriter's primary role will be to purchase as principal, or arrange for the placement of the securities in a commercial arm's length transaction with the issuer, and may have financial and other interests that differ from those of the issuer. In its capacity as underwriter and not as financial advisor, an underwriter may provide incidental financial advisory services at the issuer's request, including advice regarding the structure, timing, terms and other similar matters concerning the issuance. However, an underwriter does not assume any financial advisory or fiduciary responsibilities with respect to the issuer.*

VOUCHER/WARRANT REGISTER  
FOR **JULY 2nd 2022** COUNCIL  
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

**JULY 2nd COUNCIL**

CLAIMS WARRANTS #51319 THRU # 51380  
IN THE AMOUNT OF \$ 399,239.73  
MASTERCARD EFT \$ 10,276.99

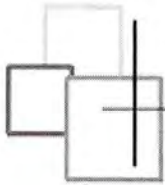
PAYROLL WARRANTS #23899 THRU #23908 = \$13,811.25  
EFT IN THE AMOUNT OF \$ 128,410.67  
Carry Over \$ 24,267.45

**ARE APPROVED FOR PAYMENT ON JULY 27, 2022**

COUNCILPERSON \_\_\_\_\_

COUNCILPERSON \_\_\_\_\_

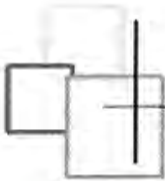
CITY CLERK \_\_\_\_\_



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2022 - 2022-July - 2nd Council -7/27/2022

Fund Number	Description	Amount
001	Current Expense	\$121,771.45
101	City Streets	\$10,709.71
104	Cemetery	\$4,688.62
105	Parks Department	\$9,878.31
401	Water	\$72,710.42
408	Wastewater	\$164,808.65
410	Stormwater	\$24,949.56
	<b>Count: 7</b>	<b>\$409,516.72</b>



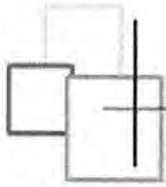
# Register

Fiscal: 2022  
 Deposit Period: 2022 - 2022-July  
 Check Period: 2022 - 2022-July - 2nd Council -7/27/2022

Number	Name	Trans Date	Clearing Date	Amount
<b>Key Bank</b>	<b>0032707010</b>			
<b>Check</b>				
<u>EFT MasterCard-June 2022</u>	Keybank-MasterCard	7/15/2022		\$10,276.99
		<b>Total</b>	<b>Check</b>	<b>\$10,276.99</b>
		<b>Total</b>	<b>0032707010</b>	<b>\$10,276.99</b>
<b>Key Bank</b>	<b>2000073</b>			
<b>Check</b>				
<u>51319</u>	Brainard, Sarah	7/18/2022		\$500.00
<u>51320</u>	Capital Heating & Cooling	7/18/2022		\$5,624.72
<u>51321</u>	Team Sideline	7/18/2022		\$749.00
<u>51322</u>	Wex Bank	7/18/2022		\$2,915.59
<u>51323</u>	Valley Sign	7/20/2022		\$51,870.92
<u>51324</u>	ACRnet CBS Branch	7/27/2022		\$424.00
<u>51325</u>	AHBL, INC	7/27/2022		\$8,237.50
<u>51326</u>	ARG-Timco Inc	7/27/2022		\$1,021.15
<u>51327</u>	Associated Petroleum Products INC	7/27/2022		\$1,078.71
<u>51328</u>	AT&T Mobilty	7/27/2022		\$2,543.61
<u>51329</u>	Automatic Wilbert Vault	7/27/2022		\$332.58
<u>51330</u>	Big J'S Outdoor Store	7/27/2022		\$479.42
<u>51331</u>	Brisco Inc.	7/27/2022		\$600.00
<u>51332</u>	Centurylink	7/27/2022		\$1,437.54
<u>51333</u>	CenturyLink-Lumen	7/27/2022		\$1,137.81
<u>51334</u>	Cintas Corporation #461	7/27/2022		\$294.68
<u>51335</u>	Core & Main LP	7/27/2022		\$49,545.07
<u>51336</u>	Crystal & Sierra Springs	7/27/2022		\$215.75
<u>51337</u>	Curtis Blue Line	7/27/2022		\$290.65
<u>51338</u>	DM Disposal Co., Inc	7/27/2022		\$1,786.44
<u>51339</u>	Drain-Pro INC	7/27/2022		\$716.49
<u>51340</u>	Employment Security Dept	7/27/2022		\$1,958.95
<u>51341</u>	Enumclaw, City of	7/27/2022		\$900.00
<u>51342</u>	Fastenal Company	7/27/2022		\$276.22
<u>51343</u>	Ford Motor Credit Company LLC	7/27/2022		\$4,084.81
<u>51344</u>	Frost Landscape	7/27/2022		\$12,632.28
<u>51345</u>	Galls LLC	7/27/2022		\$1,321.62
<u>51346</u>	Grainger	7/27/2022		\$1,147.40
<u>51347</u>	GreatAmerica Financial Svcs	7/27/2022		\$1,131.79
<u>51348</u>	H D Fowler Company	7/27/2022		\$27,611.47
<u>51349</u>	Hach Company	7/27/2022		\$2,183.64



Check #	Name	Date	Amount	Symbol	
51350	Harrington's Janitorial	7/27/2022		\$411.00	
51351	Jennings Equipment Inc	7/27/2022		\$660.43	
51352	KCDA Purchasing Cooperative	7/27/2022		\$321.82	
51353	Korum Automotive Group	7/27/2022		\$3,774.41	
51354	Kyocera Document Solutions Northwest INC	7/27/2022		\$33.70	
51355	Law Offices of Matthew J Rusnak	7/27/2022		\$2,132.36	
51356	Lawson Electric	7/27/2022		\$689.22	
51357	Orca Pacific, Inc	7/27/2022		\$1,325.93	
51358	O'Reilly Auto Parts	7/27/2022		\$183.56	
51359	Owen Equipment Company	7/27/2022		\$14,662.40	
51360	P.C. Budget & Finance	7/27/2022		\$2,758.38	
51361	Palombi, Gina	7/27/2022		\$295.00	
51362	Parametrix	7/27/2022		\$131,965.03	
51363	Public Safety Testing	7/27/2022		\$146.00	
51364	Puget Sound Energy	7/27/2022		\$21,555.04	
51365	Punzalan, Shaena	7/27/2022		\$76.43	
51366	Purcor Pest Solutions	7/27/2022		\$169.57	
51367	Rainier Arms	7/27/2022		\$2,217.16	
51368	Sarco Supply	7/27/2022		\$448.85	
51369	SCORE	7/27/2022		\$19,481.00	
51370	Secure Pacific Corp/Mountain Alarm	7/27/2022		\$341.85	
51371	Spectral Laboratories	7/27/2022		\$410.00	
51372	The Walls Law Firm	7/27/2022		\$2,070.25	
51373	UniFirst Corporation	7/27/2022		\$737.20	
51374	US BankNA Custody Treasury Div-Mony Cntr	7/27/2022		\$96.00	
51375	Usabluebook	7/27/2022		\$203.48	
51376	Utilities Underground Location Center	7/27/2022		\$141.90	
51377	Vision Municipal Solutions LLC	7/27/2022		\$1,887.88	
51378	Water Management Lab Inc.	7/27/2022		\$2,247.50	
51379	Western Equipment	7/27/2022		\$70.63	
51380	Wex Bank	7/27/2022		\$2,675.94	
			<b>Total</b>	<b>Check</b>	<b>\$399,239.73</b>
			<b>Total</b>	<b>2000073</b>	<b>\$399,239.73</b>
			<b>Grand Total</b>		<b>\$409,516.72</b>



# Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
ACRnet CBS Branch	51324	20663	001-518-10-41-01	Background Checks for Jimenez	\$65.00
			001-575-50-31-01	Parks & Rec Background Checks	\$359.00
				<b>Total</b>	<b>\$424.00</b>
AHBL, INC	51325	132389 2190800.30	001-558-60-41-02	Planning Consultant-On Call	\$5,673.75
		132390 2190800.33	001-558-60-41-02	Planning Consultant-Pre	\$260.00
		132391 2190800.36	001-558-60-41-02	Application Meeting Planning	\$1,478.75
		132392 2190800.61	001-558-60-41-02	Consultant-Code Amendments Planning Consultant-Abundant Life Chruch-Permit NO. DA 2020-02	\$825.00
			<b>Total</b>	<b>\$8,237.50</b>	
ARG-Timco Inc	51326	T046266	408-535-50-48-02	Hot Air Blower Hose-Hose Shank-WO8135	\$1,021.15
				<b>Total</b>	<b>\$1,021.15</b>
Associated Petroleum Products INC	51327	22-577146	401-534-80-32-01	Fuel	\$485.42
			408-535-80-32-01	Fuel	\$107.87
			410-531-38-32-02	Fuel	\$485.42
				<b>Total</b>	<b>\$1,078.71</b>
AT&T Mobilty	51328	287300949706X07042022	001-512-50-42-00	Court & Police Cell Phones	\$45.46
			001-521-50-42-00	Court & Police Cell Phones	\$1,041.21
		287309454338X07042022	001-514-23-42-00	City Cell Phones	\$195.58
			001-524-20-42-00	City Cell Phones	\$42.46
			001-575-50-42-01	City Cell Phones	\$50.53
			401-534-10-42-01	City Cell Phones	\$584.19
			408-535-10-42-01	City Cell Phones	\$584.18
				<b>Total</b>	<b>\$2,543.61</b>
Automatic Wilbert Vault	51329	81638	104-536-20-34-00	Grave Liner	\$332.58
				<b>Total</b>	<b>\$332.58</b>
Big J'S Outdoor Store	51330	JULY2022-400	001-521-20-31-06	Ammunition	\$181.12
			101-542-30-31-02	Danner Boots-Bingham	\$96.82

Variance	Number	Invoice	Account Number	Invoice	Amount
Big J'S Outdoor Store	51330	JULY2022-400	105-576-80-31-00	Basketball Nets	\$7.85
			401-534-10-31-04	Danner Boots-Bingham	\$96.81
			408-535-10-31-05	Danner Boots-Bingham	\$96.82
			<b>Total</b>	<b>\$479.42</b>	
Brainard, Sarah	51319	10001-JULY	001-571-20-31-41	Aerial Acrobats for July 4th Event	\$500.00
			<b>Total</b>	<b>\$500.00</b>	
Brisco Inc.	51331	Fuel-July2022	410-531-38-32-02	Fuel Storm-Vactor Truck	\$300.00
			410-531-38-32-02	Fuel Storm-Vactor Truck	\$300.00
			<b>Total</b>	<b>\$600.00</b>	
Capital Heating & Cooling	51320	66181024	001-512-50-42-01		\$393.73
			001-514-23-42-02		\$843.71
			001-521-50-42-05		\$1,687.42
			001-524-20-42-01		\$168.74
			101-542-30-42-01		\$168.74
			105-576-80-41-17		\$224.99
			401-534-10-42-04		\$674.96
			408-535-10-42-04		\$787.46
			410-531-38-42-02		\$674.97
			<b>Total</b>	<b>\$5,624.72</b>	
Centurylink	51332	488147600-JULY2022	001-512-50-42-00	City Hall-Bridge ST-Phone & Internet	\$99.34
			001-514-23-42-00	City Hall-Bridge ST-Phone & Internet	\$188.94
			001-521-50-42-00	City Hall-Bridge ST-Phone & Internet	\$425.76
			001-524-20-42-00	City Hall-Bridge ST-Phone & Internet	\$42.58
			001-575-50-42-01	City Hall-Bridge ST-Phone & Internet	\$42.28
			101-542-30-42-00	City Hall-Bridge ST-Phone & Internet	\$56.77
			105-576-80-41-16	City Hall-Bridge ST-Phone & Internet	\$42.57
			401-534-10-42-01	City Hall-Bridge ST-Phone & Internet	\$170.31
			408-535-10-42-01	City Hall-Bridge ST-Phone & Internet	\$198.69
			410-531-38-42-01	City Hall-Bridge ST-Phone & Internet	\$170.30
			<b>Total</b>	<b>\$1,437.54</b>	
CenturyLink-Lumen	51333	300265221	001-512-50-42-00	City Hall Internet	\$79.65
			001-514-23-42-00	City Hall Internet	\$136.54
			001-521-50-42-00	City Hall Internet	\$341.34
			001-524-20-42-00	City Hall Internet	\$34.13
			101-542-30-42-00	City Hall Internet	\$45.51
			105-576-80-41-16	City Hal Internet-6	\$68.27
			401-534-10-42-01	City Hall Internet	\$136.54
			408-535-10-42-01	City Hall Internet	\$159.29

Vendor	Number	Invoice	Account Number	Notes	Amount
CenturyLink-Lumen	51333	300265221	410-531-38-42-01	City Hall Internet	\$136.54
				<b>Total</b>	<b>\$1,137.81</b>
Cintas Corporation #461	51334	4122916973	408-535-60-48-04	Cleaning of City Park Restrooms	\$294.68
				<b>Total</b>	<b>\$294.68</b>
Core & Main LP	51335	Q-724975	401-534-50-48-02	Water Meters	\$3,657.65
		Q490191	401-594-34-63-09		\$44,692.09
		Q574114	401-534-50-48-02	2" Meter Flange-Meter Box-Meter Cover	\$1,195.33
				<b>Total</b>	<b>\$49,545.07</b>
Crystal & Sierra Springs	51336	5225720 071622	401-534-10-31-00	Water-Public Works	\$157.50
			408-535-10-31-00	Water-Public Works	\$58.25
				<b>Total</b>	<b>\$215.75</b>
Curtis Blue Line	51337	INV611702	001-521-20-31-01	Uniform Items-Offiser Bond	\$208.38
		INV612814	001-521-20-31-01	Uniform Items-Offiser Bond	\$82.27
				<b>Total</b>	<b>\$290.65</b>
DM Disposal Co., Inc	51338	10614288S111	408-535-60-47-00	WWTP-Garbage Service	\$81.00
		10664247S111	408-535-60-47-00	WWTP-Garbage Service	\$1,289.78
		10680060S111	408-535-60-47-00	Public Works Shop-Rocky RD-Garbage Service	\$415.66
				<b>Total</b>	<b>\$1,786.44</b>
Drain-Pro INC	51339	101790	408-535-60-48-04	Honey Bucket Service-Cemetery	\$96.57
		101791	408-535-60-48-04	Honey Bucket Service-Whitehawk Park	\$97.91
		101792	408-535-60-48-04	Honey Bucket Service -Farmers Market	\$217.51
		101793	408-535-60-48-04	Honey Bucket Rental-Main Park	\$304.50
				<b>Total</b>	<b>\$716.49</b>
Employment Security Dept	51340	ESD 000-945079-10-1 UBI 274-000-026	001-517-78-20-00	Unemployment Benefits-Zukowski-2nd QRT	\$1,958.95
				<b>Total</b>	<b>\$1,958.95</b>
Enumclaw, City of	51341	06477-June 2022	001-523-60-41-00	Jail Fees-June 2022	\$900.00
				<b>Total</b>	<b>\$900.00</b>
Fastenal Company	51342	WASUM8	401-534-50-48-02	Parts for Stock	\$138.11



Vendor	Number	Invoice	Account Number	Notes	Amount		
Fastenal Company	51342	WASUM8	408-535-50-48-02	Parts for Stock	\$138.11		
				<b>Total</b>	<b>\$276.22</b>		
Ford Motor Credit Company LLC	51343	1771245-8487901-Lease Payment #45 - 3-2018 Ford Interceptor-P 8487901	001-591-21-70-03	Lease Payment #45 - 3-2018 Ford Interceptor-P 8487901	\$2,253.95		
			001-592-21-80-02	Lease Payment #45 - 3-2018 Ford Interceptor-I 8487901	\$727.08		
		1771362-8487902-Lease Payment #45 - 2018 Ford F-150-8487902	001-591-21-70-03	Lease Payment #45 - 2018 Ford F-150-P 8487902	\$1,016.42		
			001-592-21-80-02	Lease Payment #45 - 2018 Ford F-150-I 8487902	\$87.36		
		<b>Total</b>	<b>\$4,084.81</b>				
Frost Landscape	51344	17344-June2022	001-512-50-41-07	Landscape Services-City Hall	\$36.38		
			001-514-23-41-16	Landscape Services-City Hall	\$129.91		
			001-521-50-42-04	Landscape Services-City Hall	\$129.91		
			001-524-20-41-08	Landscape Services-City Hall	\$25.98		
			104-536-50-41-02	Landscape Services-City Hall	\$0.00		
			401-534-60-49-01	Landscape Services-City Hall	\$77.95		
			408-535-10-41-16	Landscape Services-City Hall	\$77.95		
			410-531-38-48-08	Landscape Services-City Hall	\$41.57		
			17345-June2022	104-536-50-41-02	Landscape Servies-Cemetery	\$3,965.38	
				105-576-80-48-08	Landscape Services-Parks & Foothills Trail-Rain Gardens	\$8,147.25	
		<b>Total</b>		<b>\$12,632.28</b>			
		Galls LLC	51345	021101701 021466997 021467024 021477539 21558367	001-521-20-31-01	Custon Brass Collar Plate-Gibbs	\$29.01
					001-521-20-31-01	Jumpsuit-Palombi G	\$721.07
001-521-20-31-01	Combat Pant & Shirts-SRO Boone				\$505.78		
001-521-20-31-01	Badge-SRO Boone				\$14.72		
001-521-20-31-01	Tactical Ear Molds-Pocket Handcuff Key-Ear Phone				\$51.04		
<b>Total</b>	<b>\$1,321.62</b>						
Grainger	51346	9356909441	408-535-10-31-00	Gloves	\$1,147.40		
				<b>Total</b>	<b>\$1,147.40</b>		
GreatAmerica Financial Svcs	51347	32036309	001-594-12-41-02	Phone Lease	\$79.23		
			001-594-14-41-03	Phone Lease	\$147.13		

Vendor	Number	Invoice	Account Number	Notes	Amount	
GreatAmerica Financial Svcs	51347	32036309	001-594-14-41-07	Phone Lease	\$22.64	
			001-594-21-64-53	Phone Lease	\$339.54	
			001-594-24-41-02	Phone Lease	\$33.95	
			101-594-42-41-02	Phone Lease	\$45.27	
			105-594-76-41-03	Phone Lease	\$33.95	
			401-594-34-42-03	Phone Lease	\$135.81	
			408-594-35-64-55	Phone Lease	\$158.45	
			410-594-31-41-42	Phone Lease	\$135.82	
				<b>Total</b>	<b>\$1,131.79</b>	
H D Fowler Company	51348	16133769	408-535-50-48-02	18" Dezurik Plug Valve	\$27,611.47	
Hach Company	51349	13113377	408-535-50-48-02	Service Control	\$2,183.64	
Harrington's Janitorial	51350	3996-July2022	401-534-10-41-43	Janitorial-City Shop-Rocky RD	\$137.00	
			408-535-10-41-44	Janitorial-City Shop-Rocky RD	\$137.00	
			410-531-31-41-04	Janitorial-City Shop-Rocky RD	\$137.00	
Jennings Equipment Inc	51351	33908P	105-576-80-48-01	Parts for Mowers	\$213.90	
			401-534-50-48-04	Parts for Mowers	\$213.89	
			410-531-38-48-01	Parts for Mowers	\$213.89	
			339109	410-531-38-48-01	Key Start	\$18.75
KCD A Purchasing Cooperative	51352	300644235	408-535-10-31-00	Trash Can Linters	\$321.82	
Keybank- MasterCard	EFT MasterCard- June 2022	0525-Agfalvi June 2022	001-513-10-31-00	Zoom For Council Meetings	\$65.60	
			001-514-23-31-02	Adobe	\$27.53	
			001-514-23-31-02	Outdoor Security Camera	\$284.43	
		1181-Lincoln June 2022	401-534-10-31-00	Adobe	\$27.52	
			001-524-20-41-05	Training-Building Planning & Wall Construction	\$98.00	
		1513-Kainoa June 2022	001-512-50-31-00	Coffee-Sponges- Splends	\$15.73	
			001-512-50-31-00	Letter Tray-Label Tape-Book Stand- Pen Holder	\$75.72	
			001-521-20-31-03	Coffee-Sponges- Splends	\$141.54	
		1668-Finance June 2022	001-511-60-31-01	Trash Bags- Sharpies	\$4.91	
			001-512-50-31-00	Trash Bags- Sharpies	\$4.91	
			001-512-50-31-01	Postage	\$145.75	
			001-514-23-31-01	Postage	\$74.51	

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank- MasterCard	EFT MasterCard- June 2022	1668-Finance June 2022	001-514-23-31-02	Trash Bags- Sharpies	\$14.74	
			001-514-23-31-02	Toner-Paid Stamp	\$16.38	
			001-514-23-31-02	Monthly Fee	\$19.68	
			001-514-23-31-02	Adobe	\$24.83	
			001-521-20-31-03	Trash Bags- Sharpies	\$14.74	
			001-521-20-31-03	Toner-Scanned Stamp-Paid Stamp	\$16.39	
			001-521-20-31-07	Postage	\$0.73	
			001-524-20-31-02	Postage	\$0.53	
			001-558-60-31-02	Postage	\$13.25	
			001-575-50-31-01	Trash Bags- Sharpies	\$14.74	
			401-534-10-31-00	Trash Bags- Sharpies	\$14.74	
			401-534-10-31-00	Toner-Scanned Stamp-Paid Stamp	\$16.39	
			401-534-10-42-00	Postage	\$30.92	
			401-534-10-42-00	Postage	\$66.25	
			408-535-10-41-14	Trash Bags- Sharpies	\$14.74	
			408-535-10-41-14	Toner-Scanned Stamp-Paid Stamp	\$16.39	
			408-535-10-42-00	Postage	\$30.91	
			410-531-38-31-00	Trash Bags- Sharpies	\$14.74	
			410-531-38-31-00	Toner-Scanned Stamp-Paid Stamp	\$16.39	
			410-531-38-42-00	Postage	\$30.91	
			1731-Reed June 2022	101-542-30-35-00	Dewalt Measuring Tape	\$42.48
				104-536-50-48-01	Towing Straps- Chains	\$197.96
				401-534-50-35-00	Dewalt Measuring Tape	\$42.48
				408-535-50-35-00	Dewalt Measuring Tape	\$42.48
				410-531-38-48-00	Straw Wattle & Bio Netting	\$198.00
			1920-Gabreluk June 2022	001-521-30-31-04	Adobe Records Redaction-PRR	\$17.27
				001-521-40-49-00	Hotel Charge for FTO Academy-FTO Training Powers- Hubbard	\$919.95
				001-521-40-49-00	Hotel Charge for FTO Academy- Palombi G	\$919.95
				001-521-50-48-02	Car Wash	\$17.00
			3589-Alfiere June 2022	001-571-20-31-21	Dance Costumes	\$12.16
				001-571-20-31-21	CPI Payment ASCAP	\$17.89
				001-571-20-31-27	Parchment Paper	\$4.69
				001-571-20-31-27	Plastic Tablecloths	\$21.59
				001-571-20-31-27	Canvas-Brushes	\$33.33
				001-571-20-31-27	Paint Canvas- Acrylic Paint	\$73.92
				001-571-20-31-38	Hand Sanitizer- Outdoor Program	\$21.88
				001-571-20-31-38	Safety Lanyards & ID Holders	\$49.67



Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT MasterCard- June 2022	3589-Alfiere June 2022	001-571-20-31-38	Two-Way Radios- Outdoor Program	\$196.91
			001-571-20-31-38	Medical Kits- Outdoor Program	\$283.89
			001-571-20-31-40	Paint-Hole Punch- Salt-Baby Oil	\$15.54
			001-571-20-31-42	Card Stock	\$13.49
			001-571-20-31-42	Laminator Sheets	\$16.61
			001-571-20-31-42	Step Stool-Markers- Crayons- Games	\$161.68
		4225-Daskam June 2022	408-535-10-31-00	Black Toner	\$89.71
			408-535-10-31-00	Black Toner-TN210	\$173.16
			408-535-10-31-05	Rain Gear-Rain Boots	\$295.35
			408-535-10-31-05	Boots for Elder& Steve D	\$308.51
			408-535-90-49-00	Waste Water Mathematics Exam	\$475.00
		5423-Public Works June 2022	101-542-30-31-02	Safety Clothing	\$284.80
			105-576-80-31-00	Safety Clothing	\$284.84
			401-534-10-31-00	Water	\$5.49
			401-534-10-31-00	USB Adapter- HauppangeUSB Live- Wirenest FTDI USB	\$78.01
			401-534-10-31-00	Custom Printing- City Logo	\$175.04
			401-534-10-31-04	Safety Clothing	\$370.49
			408-535-10-31-00	USB Adapter- HauppangeUSB Live- Wirenest FTDI USB	\$78.01
			408-535-10-31-00	Custom Printing- City Logo	\$175.04
			408-535-10-31-05	Safety Clothing	\$280.14
			410-531-38-31-00	USB Adapter- HauppangeUSB Live- Wirenest FTDI USB	\$78.01
			410-531-38-31-00	Custom Printing- City Logo	\$175.04
			410-531-38-31-00	Safety Clothing	\$189.75
		6744-Hattway June 2022	001-521-20-31-01	Boots for Det Hattway	\$199.43
			001-521-40-49-00	Basic Homicide Investigations Course	\$390.00
			001-521-40-49-00	Background Investigations for Police Applicants	\$395.00
		7073-Police 2 June 2022	001-521-40-49-00	Meals for ARIDE Training Powers- Hubbard-6/21/2022- 6/23/2022	\$118.71
			001-521-40-49-00	WSSO Conference Boone SRO- 6/28/2022- 6/29/2022	\$350.00
			001-521-40-49-00	Meals for FTO Training 6/6/2022- 6/10/2022	\$386.36
		7626-Wetzel June 2022	001-521-20-31-03	Paper-Manila Envelopes-Label Tape-Dish Soap	\$210.07



Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT MasterCard- June 2022	7626-Wetzel June 2022	001-521-50-48-04	Shipping Fess to Ship Night Vision to US Navy	\$168.38
		8222-Russo June 2022	001-511-60-41-01	Refund for AWC Conference-Koenig	(\$375.00)
			001-511-60-41-01	Refund for AWC Conference- Williams	(\$375.00)
			001-511-60-41-01	Charge for Hotel AWC Conference- Koenig	\$200.32
			001-511-60-41-01	Charge for Hotel AWC Conference- Williams	\$200.32
			001-514-23-31-02	Credit-Posting in Error	(\$251.57)
			001-571-20-31-23	Medals for Tots Soccer	\$90.66
		8502-Police June 2022	001-521-40-49-00	Meals for FTO Training-Palombi	\$377.56
				<b>Total</b>	<b>\$10,276.99</b>
	Korum Automotive Group	51353	6758498/1	101-542-30-48-04	Replace Brakes- 30,000 Mile Service -FA1072
104-536-50-48-01				Replace Brakes- 30,000 Mile Service -FA1072	\$134.81
105-576-80-48-02				Replace Brakes- 30,000 Mile Service -FA1072	\$404.42
401-534-50-48-06				Replace Brakes- 30,000 Mile Service -FA1072	\$1,482.84
			408-535-50-48-08	Replace Brakes- 30,000 Mile Service -FA1072	\$269.61
			410-531-38-48-01	Replace Brakes- 30,000 Mile Service -FA1072	\$134.81
		6758929/1	401-534-50-48-06	Replaced Calipers & Rotors-FA1022	\$539.15
			408-535-50-48-08	Replaced Calipers & Rotors-FA1022	\$539.16
			<b>Total</b>	<b>\$3,774.41</b>	
Kyocera Document Solutions Northwest INC	51354	55T1113129	001-521-20-31-03	Base Rate Loaner Copier for Police	\$33.70
				<b>Total</b>	<b>\$33.70</b>
Law Offices of Matthew J Rusnak	51355	Court Appointed Attorney-July 2022	001-512-50-49-01	Court Appointed Attorney-July 2022	\$2,132.36
				<b>Total</b>	<b>\$2,132.36</b>
Lawson Electric	51356	1343	408-535-50-48-02	Replaced 2 Batteries @ High Cedars Lift Station WO8384	\$689.22
				<b>Total</b>	<b>\$689.22</b>
O'Reilly Auto Parts	51358	1265583-JULY2022	105-576-80-48-00	Wrench	\$4.37
			401-534-50-35-00	Wrench	\$21.87

Vendor	Number	Invoice	Account Number	Notes	Amount
O'Reilly Auto Parts	51358	1265583-JULY2022	408-535-50-48-02	Air Filter	\$157.32
				<b>Total</b>	<b>\$183.56</b>
Orca Pacific, Inc	51357	INV0600170	401-534-10-31-01	Sodium Hypochlorite	\$1,325.93
				<b>Total</b>	<b>\$1,325.93</b>
Owen Equipment Company	51359	00106950	410-531-38-48-02	Rental of Vactor Truck-6/10/2022-7/7/2022	\$14,662.40
				<b>Total</b>	<b>\$14,662.40</b>
P.C. Budget & Finance	51360	CI-318579 C-104188	001-511-20-49-01	Puget Sound Regional Council 2nd QRT Dues	\$2,758.38
				<b>Total</b>	<b>\$2,758.38</b>
Palombi, Gina	51361	JULY2022-406	001-521-40-49-00	Reimbursement for WSHNA Class	\$295.00
				<b>Total</b>	<b>\$295.00</b>
Parametrix	51362	35532	408-594-35-41-12	Design Solids Improvement	\$1,972.50
			408-594-35-41-12	WWTP Phase II Expansion-Project Management	\$2,076.25
			408-594-35-41-12	WWTP Phase II Expansion-Process Improvements	\$38,823.75
		35791	101-595-10-64-34	Whitehawk BLVD Extension-Fixed Fees	\$46.16
			101-595-10-64-34	Whitehawk BLVD Extension-Project Management/QA & QC	\$423.65
			101-595-10-64-34	Whitehawk BLVD Extension-Enviro	\$3,791.17
		36465	410-594-31-41-46	Doc & Permit SMAP Project Management Meetings & QA & QC	\$421.25
			410-594-31-41-46	SMAP Phase 2 Receiving Water Conditons Assessment	\$5,063.75
		36466	408-594-35-41-12	WWTP Phase II Expansion-Process Improvements	\$2,750.00
			408-594-35-41-12	WWTP Phase II Expansion-Process Improvements	\$3,822.50
			408-594-35-41-12	WWTP Phase II Expansion-Project Magagement	\$5,138.75
			408-594-35-41-12	WWTP Phase II Expansion-Design Solids Improvement	\$51,605.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	51362	36555	401-594-34-41-01	Well 1 Boster PS	\$30.00
			401-594-34-41-01	VFD Integration- Project Management	
			408-594-35-63-33	WWTP Phase II Expansion- Lift Station	\$7,378.16
			408-594-35-63-33	Improvements Construction Mgmt- Project Management	\$159.84
			408-594-35-63-33	Lift Station Improvements Construction Mgmt-	\$408.75
			408-594-35-63-33	Office Engineering & Docs	
			408-594-35-63-33	Lift Station Improvements Construction Mgmt-	\$603.55
			408-594-35-63-33	Construction Observation Lift Station	\$3,137.50
			408-594-35-63-33	Improvements Construction Mgmt-	
			410-594-31-41-30	Construction Observation VG Outfall	\$42.50
			410-594-31-41-30	Replacement-Final Design VG Outfall	\$340.00
			410-594-31-41-30	Replacement- Project Management	
			001-558-60-41-01	General Consulting	\$375.00
			001-558-60-41-01	General Land Use Consultation	\$1,950.00
101-542-30-41-01	General Consulting- Streets	\$220.00			
401-534-10-41-01	General Consulting- Water	\$747.50			
401-534-10-41-44	General Consulting- SCADA	\$307.50			
410-531-39-41-01	General Consulting- Storm	\$330.00			
			<b>Total</b>	<b>\$131,965.03</b>	
Public Safety Testing	51363	2022-523	001-521-20-31-05	Recruiting Assistance-2nd QRT	\$146.00
				<b>Total</b>	<b>\$146.00</b>
Puget Sound Energy	51364	200001247812- July2022	101-542-63-47-03	Traffic Signal	\$31.90
		200001248190- July2022	105-576-80-47-01	North Park	\$10.85
		200001248372- July2022	401-534-50-47-08	Well 3	\$1,845.07
		200001248539- July2022	001-525-50-47-01	Lahar Siren	\$12.43
		200001427663- July2022	408-535-50-47-07	VC Lift Station	\$212.02
		200001532189- July2022	105-576-80-47-02	Main Park	\$188.92
		200001532189- July2022	105-576-80-47-03	Bell Tower	\$80.96
		200002708986- July2022	408-535-50-47-05	VG Lift Station	\$372.05
		200009717931- July2022	401-534-50-47-04	Well 2	\$69.69
		200010396543- Julu2022	105-576-80-47-01	North Park	\$89.74
		200010396733- July2022	401-534-50-47-11	Well 4 Pump Station	\$2,219.87



Vendor	Number	Invoice	Account Number	Notes	Amount
Puget Sound Energy	51364	200010629349- July2022	101-542-63-47-01	Public Works Shop-Calistoga	\$6.97
			104-536-50-47-01	Public Works Shop-Calistoga	\$5.56
			401-534-50-47-01	Public Works Shop-Calistoga	\$6.97
			408-535-50-47-01	Public Works Shop-Calistoga	\$8.36
		200013874264- July2022	408-535-50-47-04	WWTP	\$9,361.55
		200014994137- July2022	408-535-50-47-05	VG Lift Station	\$100.42
		200019613294- July2022	104-536-50-47-02	Cemetery Shop	\$52.33
		200019646914- July2022	101-542-63-47-03	Street Lights	\$49.44
		200021421298- July2022	408-535-50-47-06	Rainier Meadows	\$36.42
		200022934653- July2022	001-575-50-47-01	MPC	\$396.79
		200024404523- July2022	408-535-50-47-02	Lift Station #1	\$137.94
		220015220399- July2022	101-542-63-47-03	Street Lights	\$78.69
		220020534461- July2022	101-542-63-47-01	Public Works Shop-Rocky Road	\$67.73
				Public Works Shop-Rocky Road	\$67.73
				Public Works Shop-Rocky Road	\$67.73
				Public Works Shop-Rocky Road	\$67.73
		220022116432- July2022	001-512-50-47-01		\$39.92
				001-514-21-47-01	\$199.55
				001-521-50-47-00	\$399.05
				001-524-20-32-05	\$29.94
				401-534-50-47-01	\$109.75
				408-535-50-47-01	\$109.75
				408-535-50-47-01	\$109.75
		220028112518- July2022	101-542-63-47-03	Street Lights	\$12.71
		300000002406- July2022	101-542-63-47-03	Street Lights	\$4,966.49
				<b>Total</b>	<b>\$21,555.04</b>
		Punzalan, Shaena	51365	JULY2022-405	001-575-50-31-03
<b>Total</b>	<b>\$76.43</b>				
Purcor Pest Solutions	51366	9715057	001-514-21-48-01	Pest Control Bridge ST City Hall	\$169.57
				<b>Total</b>	<b>\$169.57</b>
Rainier Arms	51367	OPOL270306-4A	001-594-21-64-51	2-Rainier Arms Rifles	\$2,217.16
				<b>Total</b>	<b>\$2,217.16</b>
Sarco Supply	51368	1144306	408-535-60-48-04	Bathroom Supplies	\$448.85
				<b>Total</b>	<b>\$448.85</b>
SCORE	51369	6213-June 2022	001-523-60-41-00	Jail Fees-June 2022	\$19,481.00
				<b>Total</b>	<b>\$19,481.00</b>
Secure Pacific Corp/Mountain Alarm	51370	340348	001-514-23-31-02	City Hall Alarm	\$83.85
				408-535-10-41-07	WWTP Alarm
				<b>Total</b>	<b>\$341.85</b>

Vendor	Number	Invoice	Account Number	Note	Amount
Spectral Laboratories	51371	5001811	408-535-10-41-03	Lab Testing	\$208.00
		5001956	408-535-10-41-03	Lab Testing	\$202.00
		<b>Total</b>			
Team Sideline	51321	TS-INV-10897	001-571-20-31-21	Online Registration Yearly Fee	\$374.50
			001-571-20-31-27	Online Registration Yearly Fee	\$187.25
			001-571-20-31-40	Online Registration Yearly Fee	\$187.25
			<b>Total</b>		
The Walls Law Firm	51372	Prosecuting Attorney-June 2022	001-515-41-41-03	Prosecuting Attorney-June 2022	\$2,070.25
<b>Total</b>					<b>\$2,070.25</b>
UniFirst Corporation	51373	330 1850998	408-535-10-31-03	Uniform Item-Protective Services	(\$75.09)
		330 1868721	408-535-10-31-03	Uniform Item-Protective Services	\$204.55
		330 1870925	408-535-10-31-03	Uniform Item-Protective Services	\$198.64
		330 1875370	408-535-10-31-03	Uniform Item-Protective Services	\$204.55
		330 1877589	408-535-10-31-03	Uniform Item-Protective Services	\$204.55
		<b>Total</b>			
US BankNA Custody Treasury Div-Mony Cntr	51374	122-July2022	001-514-23-49-06	Fees for Safekeeping	\$33.60
			101-542-90-40-01	Fees for Safekeeping	\$4.80
			105-576-80-41-09	Fees for Safekeeping	\$4.80
			401-534-90-40-02	Fees for Safekeeping	\$14.40
			408-535-90-40-02	Fees for Safekeeping	\$24.00
			410-531-90-40-02	Fees for Safekeeping	\$14.40
			<b>Total</b>		
Usabluebook	51375	344098,972031	401-534-50-48-02	Blue-White Tube Assembly	\$203.48
				<b>Total</b>	
Utilities Underground Location Center	51376	2060204	401-534-60-41-00	Locates-June 2022	\$70.95
			408-535-60-41-00	Locates-June 2022	\$70.95
			<b>Total</b>		
Valley Sign	51323	3325	001-514-40-49-06	LED Readerboard Sign	\$51,870.92
				<b>Total</b>	
Vision Municipal Solutions LLC	51377	09-10407	401-534-10-31-00	Utility Bill Processing & Mailing	\$17.81

Vendor	Number	Invoice	Account Number	Notes	Amount
Vision Municipal Solutions LLC	51377	09-10566	401-534-10-31-00	Utility Bill Processing & Mailing	\$108.71
			401-534-10-42-00	Utility Bill Processing & Mailing	\$514.65
			408-535-10-31-00	Utility Bill Processing & Mailing	\$108.71
			408-535-10-42-00	Utility Bill Processing & Mailing	\$514.65
			410-531-38-31-00	Utility Bill Processing & Mailing	\$108.70
			410-531-38-42-00	Utility Bill Processing & Mailing	\$514.65
				<b>Total</b>	
Water Management Lab Inc.	51378	203943	401-534-10-41-03	Lab Testing	\$267.50
		204055	401-534-10-41-03	Lab Testing	\$1,980.00
				<b>Total</b>	<b>\$2,247.50</b>
Western Equipment	51379	7234535-00	105-576-80-48-01	Bolt Kit Swing	\$70.63
				<b>Total</b>	<b>\$70.63</b>
Wex Bank	51322	81460628	001-521-20-32-00	Fuel-PD	\$2,915.59
	51380	82412601	001-521-20-32-00	Fuel-PD	\$2,675.94
				<b>Total</b>	<b>\$5,591.53</b>
				<b>Grand Total</b>	<b>\$409,516.72</b>

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Regular Business Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
June 8th, 2022  
7:00 p.m.

**Mayor Joshua Penner, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Mayor Penner called the meeting to order at 7:00pm. Councilmember Williams led the Pledge of Allegiance.

**Councilmembers present:** Councilmembers Tod Gunther, Chris Moore, Don Tracy, John Williams, Gregg Bradshaw, Deputy Mayor Hogan.

**Absent:** Councilmember Melodi Koenig.

**Staff present:** Finance Director Gretchen Russo, City Clerk Kim Agfalvi, City Administrator Scott Larson, City Attorney Charlotte Archer, Engineer JC Hungerford.

***Deputy Mayor Hogan made a motion to excuse Councilmember Koenig. Seconded by Councilmember Bradshaw.***

***Motion passed (6-0).***

### **REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

No requests were made.

### **2. PUBLIC COMMENTS.**

No comments were made.

### **3. RECOGNITION.**

The City of Orting recognized and congratulated the Orting Cardinal Lacrosse team for their 1<sup>st</sup> place finish at the WHSBLA 2A state tournament.

Mayor Penner stated that he was incredibly proud to recognize the Orting Cardinal Lacrosse team on winning their WHSBLA 2A state championship. He read a proclamation to the team and several Councilmembers commended the team on their win and expressed their congratulations.

### **4. CONSENT AGENDA.**

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of May 18<sup>th</sup> and May 25<sup>th</sup>, 2022.

***Councilmember Williams made a motion to approve the consent agenda as prepared. Seconded by Councilmember Bradshaw.***

***Motion passed (6-0)***

*Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219*  
**Next Regular Meeting: June 29th, 2022 7:00pm**

**5. EXECUTIVE SESSION.**

**6. ADJOURNMENT.**

*Deputy Mayor Hogan made a motion to adjourn. Seconded by Councilmember Bradshaw.*

*Motion passed (6-0).*

Mayor Penner adjourned the meeting at 7:11pm.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, City Clerk



## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
June 15th, 2022  
6:00 p.m.

## **Deputy Mayor Greg Hogan, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Deputy Mayor Hogan called the meeting to order at 6:00pm. Councilmember Bradshaw led the pledge of allegiance, and then roll call was taken.

**Councilmembers present:** Councilmembers Tod Gunther, Chris Moore, Gregg Bradshaw, and Deputy Mayor Hogan.

**Virtual:** Councilmember John Williams and Councilmember Melodi Koenig.

**Absent:** Councilmember Don Tracy.

**Staff present:** City Administrator Scott Larson, Finance Director Gretchen Russo, City Planner Stefanie Hindmarch, Public Works Director Greg Reed, Acting Police Chief Devon Gabreluk, Activities and Events Coordinator Michell Alfieri.

### **2. COMMITTEE REPORTS.**

#### **A. Public Works - CM Bradshaw & CM Williams**

- Whitehawk Boulevard Extension update – project is on hold pending salmon habitat studies.
- Kansas Street Reconstruction update – project will be moving forward.
- Village Green Outfall update – project is at a standstill pending easement access.
- Lift station improvements are ready for power.
- \$25,000.00 grant for the Bridge for Kids received from the Port of Tacoma.

#### **B. Public Safety - CM Moore & CM Koenig**

- Update on equipment and vehicle that will be surplussed.
- Update on staffing.
- Weapons that have been returned to military.
- Community Resource Officer Update.
- Outreach with the Haven Teen Center.

#### **C. Community and Government Affairs - CM Gunther & CM Tracy**

- No update. All items are on the agenda.

### **3. STAFF REPORTS.**

#### **Police**

City Administrator Scott Larson briefed on the following:

- Update on training for the police department.
- Hiring update.

## **Public Works**

Public Works Director Greg Reed briefed on the following:

- Update on preparation of Kings Men Car show.
- Fence bid request for repairs from winter storms.
- Sidewalk requests for bids have been put out.

## **City Planner**

City Planner Stefanie Hindmarch briefed on the following:

- No update. All items are on the agenda.

## **Activities & Events**

Activities and Events Coordinator Michell Alfieri briefed on the following:

- Update on activities – tot soccer, dance, crafty kids class, painting class.
- Adult dance classes will be starting this summer.
- Update on Summer Experiences and Enrichment for Kids (SEEK) programs that will be going on this summer.
- Update on fall activities – expanded age groups for soccer, dance, kinds crafting classes, painting classes, and gymnastics.
- Update on events that will be going on around the City.

## **Administration**

City Administrator Scott Larson briefed on the following:

- AWC Annual Conference update.
- Update on code red – emergency message service the City will be utilizing in the event of an emergency.
- Update on Touch a Truck event.
- Negotiations with AFSCME union will be beginning in July.
- Update on risk pool insurance and increase in rates.

## **Finance**

Finance Director Gretchen Russo briefed on the following:

- No update. All items are on the agenda.

## **Executive**

Mayor Penner briefed on the following:

- Update on City Clerk Kim Agfalvi at Clerk College.
- City of Yelm will be using City of Orting meeting systems for their meetings.
- Update on transportation along Highway 162 corridor.
- Mayor's cup – The City of Orting won the Mayor's cup for 2022 and the team finished 5<sup>th</sup> overall.
- Pierce County Regional Council upcoming meeting.

## **4. AGENDA ITEMS.**

### **A. AB22-42 – Supportive and Transitional Housing Amendments.**

City Planner Stefanie Hindmarch briefed on the proposed amendments for Supportive and Transitional Housing Amendments with updated recommendations from staff. The updates include:

- The amount of beds shall not exceed 0.4% of the City's population, which is 36 beds in emergency shelters or housing.

- The updated recommendation for emergency housing in regards to distances from parks, schools and the main street areas shall not be located on any parcel that abuts or is directly across from a right of way from a parcel with an existing school or park use, or any parcel within the main street area of Orting as defined in the Ordinance and This does not include indoor emergency shelter facilities that are needed to respond temporarily to a natural disaster or other similarly acute emergency (ex: heating and cooling centers).
- Updated regulations drafted state that no person convicted of a felony assault, arson, illegal drug manufacturing, burglary, or kidnapping charge within the past three years or otherwise under court supervision or sex offender registration requirements can receive services from a provider unless such services is consistent with the laws, regulations, and/or supervisory requirements related to such persons and to ensure compliance, providers of transitional housing and permanent supportive housing shall order and review background checks prior to resident entry that providers of emergency housing and emergency shelter shall order and review background checks within three days of intake.
- All providers of emergency shelter, emergency housing, transitional housing, and permanent supportive housing shall, after the initial two years of operation of any such facility, provide the City with a report that demonstrates ongoing compliance with the terms of the Conditional Use Permit as defined at the time of approval. Such providers are also required to maintain a valid City of Orting business license and liability insurance. These service providers should prioritize individuals living in the Orting valley. Upon intake, providers shall record each individual's most recent city or other place of residence and shall provide a report on such data to the City every year. Providers shall also record the number of individuals seeking services who are turned away due to lack of capacity and their most recent place of residence.
- In reviewing Conditional Use Permit applications for emergency shelter, emergency housing, transitional housing, and permanent supportive housing, the Hearing Examiner shall not treat adversely or discriminate against people experiencing homelessness.

Council discussion followed.

**Action:** Bring back to Study Session on July 20<sup>th</sup>, 2022.

#### **B. AB22-14 – Manufactured Home Code Amendments.**

City Planner Stefanie Hindmarch briefed on the proposed manufactured home code amendments and stated that currently it stated they are allowed with on a legal lot with permanent foundation. She stated the proposed ordinance would add in the language to the existing code that they would be allowed as long as they are no older than three years old when they are placed on the lot.

Council discussion followed:

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a standalone item.

#### **C. AB22-59 – Public Outreach SMAP.**

Parametrix Engineer Jeff Coop briefed on the Stormwater Management Action Plan that needs to be completed to renew the NPDES permit. He outlined what a SMAP is supposed to accomplish, the phases of a SMAP, the schedule and completed activities, the conclusions, outlined what decisions need to be made and explained the ranking process. He stated that the Stormwater Management Action Planning Guidance advises cities “actively seek input from the natural resource agencies and tribes; and involve interested parties [and] the public early on in the prioritization process.”

**Action:** Informational Only.

**D. AB22-58 – Emergency Ordinance 2022-1096 – Amending OMC 9-5A-9 Regarding Stormwater Regulations.**

City Administrator Scott Larson briefed on the proposed Emergency Ordinance that is a compliance activity for the City NPDES permit, which needs to be completed by the end of June. To meet the deadline, the City is not able to have the five day waiting period that the City would typically have. He noted it updates the City from the 2013 Western Washington Stormwater Manual to the 2019 Western Washington Stormwater manual and that there would be a public hearing associated with this agenda item at the next Council meeting.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 for a public hearing with action to follow.

**E. AB22-56 – Sole Source Designation.**

Finance Director Gretchen Russo briefed that as part of the City purchasing policy, the Council through Resolution may waive competitive bidding requirements through a sole source process. She stated that the request would approve TMG Services, Inc. as the sole source provider for the purchase of parts and repair of the chlorine analyzers of the City of Orting's municipal water system. She stated that replacement of the analyzers is required at Well One, Harman and Wingate as the parts there are no longer parts being produced for the existing analyzers. She stated that this would standardize all sites to this new model.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

**F. AB22-46 – Chief Hiring Process.**

City Administrator Scott Larson briefed that staff has been working through the profile and the announcement for hiring a new police chief. He stated that the request is to hire WASPC to assist with the recruitment of a new police chief which will be advertised starting in July. Total cost for the initial fee for the professional services agreement with WASPC will be \$2,000.00 and then the City will be billed \$75.00 per hour based on the amount of effort WASPC provides the City and that the total fee for services will not exceed \$10,000.00.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

**G. AB22-45 – Reader Board.**

City Administrator Scott Larson briefed on the history of the current reader board, and stated that he is working with Pierce County to get a license for the reader board, WA DOT for clearance and Puget Sound Energy for power, since permits were not originally obtained for the current reader board. He stated the vendor for the new reader board has stated that it will be several months before delivery for panels for the new reader board. He stated Valley sign had provided a quote for a digital reader board and brought out a demo for staff to see. He stated that the recommendation from staff is to move forward with the purchase with LED panels from Valley Sign for purchase and installation for a total cost of \$51,870.92.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

**H. AB22-47 – Low Income Home Water Assistance Program.**

Finance Director Gretchen Russo briefed on the proposed Interlocal Agreement with Pierce County that will allow Pierce County to make payments to the City of Orting on behalf of customers who have been determined to be eligible for the Low Income Home Water Assistance Program (LIHWAP).

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

#### **I. AB22-49 – Seek Grant Additional Funds.**

City Administrator Scott Larson briefed that the City of Orting received additional funds from the SEEK program in the amount of \$13,000.00 for the following:

- Summer Day Camp Program - \$500.00 – new scholarship funds.
- Summer Day Camp Program - \$5,000.00 – additional funds to offset unexpected program costs.
- Youth Outdoor Adventure Program - \$7,000.00 – additional funds to offset unexpected program costs.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

#### **J. AB22-38 – Tunnels to Towers Sponsorship.**

City Administrator Scott Larson briefed on the sponsorship request for the Tunnels to Towers 5k and stated that the CGA committee reviewed the sponsorship application and recommended a partial sponsorship for the following:

- One port a potty.
- Reservation of the gazebo area for packet pick up.
- One dumpster.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

#### **K. AB22-53 - Surplus of Firearms.**

Finance Director Gretchen Russo briefed that the City would like to surplus computers, body cameras, and firearms which are outdated and no longer needed by the police department. She stated that staff is asking that these items be declared surplus and sold to benefit the City.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

#### **L. AB22-51 – Vehicle Surplus.**

Finance Director Gretchen Russo briefed the City would like to surplus vehicles that were originally acquired for police use and are no longer needed. She stated that current policy states that police vehicles be replaced after 7 years or 80,000 miles.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

#### **M. AB22-52 – Vehicle Purchase.**

Finance Director Gretchen Russo briefed that there are two items that the City would like to purchase. She stated the dump truck would be purchased through the state vehicle contract and the police car will be purchased through the Arizona State Purchasing Cooperative, and that both items would be paid in full. Total cost for the dump truck is \$72,251.00 and for the police vehicle is \$42,335.00.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a consent agenda item.

#### **N. AB22-57 – Shorten Study Session Meetings.**

Councilmember Bradshaw briefed that the study sessions were changed to have Council reports added to the study session agenda for transparency to the public, and that adding them to the meetings has significantly lengthened the study session meetings. He stated all committee meetings are open to the public, and that striking the committee reports requirement will free up time for other discussions. Council discussion followed.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a standalone item.

#### **O. AB22-55 - Facility Tour.**

Councilmember Bradshaw stated that Public Works Director Greg Reed has offered to take the Councilmembers to the different City of Orting facilities to show them where they are, what their functions are, and how they work.

**Action:** Informational Only.

**P. Main Parks Master Plan RFQ.**

City Administrator Scott Larson briefed this item was delayed getting to Council because the City had been doing interviews with Parks Master Plan vendors and a member of the Parks Advisory Board to discuss presentations that were made for a parks Master Plan for the Main City Park. He stated that Council approved a budget amendment item for master planning of our main park before we add anything more or make any changes to the park. He briefed that staff are looking at how they can develop the Main City Park in a cohesive thoughtful way while making sure we are also addressing the needs and desires of the citizens. A request for qualifications went out in May, and the City interviewed 4 of the firms that submitted a proposal. City Administrator Scott Larson stated that all the firms that presented were highly qualified, but one firm, MacLeod Reckord really rose to the surface with their qualifications and experience which aligned with the needs and desires of the City of Orting. He stated that MacLeod Reckord identified a lack of cohesion between the sections of the main parks, as well as the impacts from the highway adjacent to the parks and had initial ideas on how to create improvements. He briefed that the full master park planning process will involve a large amount of community outreach and engagement, and that MacLeod Reckord has the experience to garner as much public input as possible. Council discussion followed.

**Action:** Move forward to regular business meeting on June 29<sup>th</sup>, 2022 as a standalone item.

**5. EXECUTIVE SESSION.**

No executive session.

**6. ADJOURNMENT.**

Deputy Mayor Hogan adjourned the meeting at 8:30pm.

ATTEST:

\_\_\_\_\_  
Joshua Penner, Mayor

\_\_\_\_\_  
Kimberly Agfalvi, City Clerk.



## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Regular Business Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
June 29th, 2022  
7:00 p.m.

**Mayor Joshua Penner, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Mayor Penner called the meeting to order at 7:00pm. Councilmember Williams led the Pledge of Allegiance.

**Councilmembers present:** Councilmembers Tod Gunther, Chris Moore, Don Tracy, John Williams, Gregg Bradshaw, Melodi Koenig.

**Virtual:** Deputy Mayor Hogan.

**Staff present:** Finance Director Gretchen Russo, Administrative Assistant Danielle Charchenko, City Administrator Scott Larson, City Attorney Charlotte Archer, Engineer JC Hungerford.

### **REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

No requests were made.

### **2. PUBLIC COMMENTS.**

Mr. Chris Olsen stated that he is involved with Radio Controlled (RC) car clubs and that he is trying to get more community involvement in RC racing. He stated has been holding a monthly race series with battery operated trucks and that there is a place at the park that they have been utilizing, and he is asking for a dedicated RC space where kids can get involved in the RC community. He asked if the City would be willing to let the RC community utilize park space on a more consistent basis. Councilmember Williams asked if this would be a one-time event, or if it would be a series of events and Mr. Olsen stated that he would like to create a series of events that the community can get involved in. Councilmember Gunther asked if Mr. Olsen has any cities that he thinks are doing it right, and Mr. Olsen stated that Marysville had granted a small piece of land to the RC community, and he had not found any local areas that have a dedicated RC space. Councilmember Bradshaw asked about where they have been holding their monthly activities, and he stated that they have been utilizing the dirt jumps outside the skate park area in Orting. Mr. Olsen stated he would like to dig out the grass in a 100x50ft area to create an area that would be a dedicated RC track. Councilmember Bradshaw asked about maintenance for the dedicated track, and Mr. Olsen stated that he would be willing to take care of the track, and dig out the tracks and jumps as needed. Councilmember Moore stated that he had received a phone call from Mr. Olsen, asking for help facilitating a place where the RC community can come together, and where kids can participate in the activities. He stated that he had seen the events that Mr. Olsen had participated in, and they had been large events where people were coming into the community, which would benefit the City as a whole. Mayor Penner asked how long ago the City of Marysville granted the parcel to the RC community, and stated that staff will reach out to him once they have reached out to Marysville for more information, and to let him know what the next steps are for the project.

### 3. PUBLIC HEARING

Mayor Penner laid out the rules and procedural steps for the hearing.

#### A. AB22-58 – Emergency Ordinance 2022-1096 -Amending OMC 9-5A-9 Regarding Stormwater Regulations.

Mayor Penner opened the public hearing at 7:10pm.

Engineer JC Hungerford briefed on the proposal to amend OMC 9-5A-9 to adopt the 2019 Ecology Stormwater Manual for Western Washington. He stated this change is required for the City of Orting to remain in compliance with the Western Washington Phase II Municipal Stormwater Permit which was adopted on August 1, 2019 and remains in effect until July 31, 2024.

Mayor Penner closed the hearing at 7:11pm.

***Motion: Deputy Mayor Hogan made a motion to adopt ordinance no. 2022-1096, and ordinance of the City of Orting, Washington relating to stormwater maintenance and management; amending Orting Municipal Code sections 9-5A-9; providing for severability; declaring an emergency; and establishing an immediate effective date. Seconded by Councilmember Koenig.***

***Motion passed (7-0).***

### 4. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. AB22-56 - Sole Source Designation.
- C. AB22-46 - Chief Hiring Process.
- D. AB22-45 - Reader Board.
- E. AB22-47 - Low Income Home Water Assistance Program.
- F. AB22-49 - Seek Grant Additional Funds.
- G. AB22-38 - Tunnels to Towers Sponsorship.
- H. AB22-53 - Surplus of Equipment.
- I. AB22-51 - Vehicle Surplus.
- J. AB22-52 - Vehicle Purchase.

Councilmember Gunther stated he had a question about the AB22-45 – Reader Board, and asked that it be pulled from the consent agenda. Mayor Penner stated that it will be moved to item 5D.

***Councilmember Bradshaw made a motion to approve consent agenda absent item D, AB22-45 – Reader Board. Seconded by Councilmember Moore.***

***Motion passed (7-0).***

### 5. NEW BUSINESS.

#### A. AB22-14 – Manufactured Home Code Amendments.

City Administrator Scott Larson asked that the item be deferred to the next meeting pending comments from the Department of Commerce. There were no comments from the Council, so the item was deferred to the next meeting.



## **B. AB22-57 – Shorten Study Session Meetings.**

Councilmember Bradshaw briefed that a year ago, Council decided to bring forth a review of what had happened at committee meetings for briefing during the study session, for transparency. He stated he was proposing to take that requirement out of study sessions to shorten the length of the meetings. He briefed that the committee meetings are open meetings, and that the public is invited to attend the committee meetings.

Councilmember Gunther stated that he over the years a number of things have come forward to try to shrink the time of the meetings but he would like to keep the committee briefings on the meeting agenda as is so those that are not able to attend are able to hear what is going on in the committees. Councilmember Williams stated that he can understand both shortening and keeping the briefings of committee reports, but that he is for removing the requirement from the study session agenda. Councilmember Tracy stated there seems to be a lot of duplication of information and that he is for removing the requirement of committee briefings. Councilmember Moore stated that he does see the benefit of hearing the information from committee meetings, as Councilmembers are not involved directly with all committees. He stated that the idea of it was to be able to hear the information multiple times and that he feels that there is some benefit to that. He also stated that he does see the redundancy of the information being addressed during Council committee briefings as it is discussed at other times in other meetings. He would like to keep the committee briefings in for transparency. Councilmember Koenig stated that she does think that most of the items being covered in the committee reports are covered in staff reports, and there is lot of redundancy happening in the committee reports. Deputy Mayor Hogan stated that the Council can educate citizens on the process of committee meetings and asked if staff would be able to stream committee meetings.

***Deputy Mayor Hogan made a motion amend the City of Orting Council Rules of Procedure, removing item 4.1(7), commission reports and committee reports on titles of agenda bills moving to study session. Seconded by Councilmember Bradshaw.***

Council discussion followed.

***Motion passed (6-1).  
Nay - Councilmember Gunther.***

## **C. AB22-60 – Main Parks Master Plan RFQ.**

City Administrator Scott Larson briefed on the Main Parks Master plan. He stated that the Parks Advisory Board and staff recommended moving forward with the process with MacLeod Reckord, and what the process moving forward would like for the main parks master plan.

Connie Reckord and Dave Saxen from MacLeod Reckord made a brief presentation on their proposal for the Main Parks Master Plan for the City of Orting. Ms. Reckord briefed on the history of MacLeod Reckord and some of the projects that the firm had worked on in the past. She stated that MacLeod specializes in parks, trails, and urban design and briefed on the process for phases one through three for the proposed City of Orting Main Parks Master Plan.

Dave Saxen briefed on the vision of proposed City of Orting Main Parks Master Plan and what they have identified as current design issues with continuity, hierarchy, coherence, and issues with the foothills trail and ways that there could be value added to the main park. Ms. Reckord briefed on the next steps including finalizing the scope of work, the schedule, and a public engagement plan.

*Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219*  
***Next Regular Meeting: July 13th, 2022 7:00pm***

Mayor Penner stated that he does not think that anyone would disagree that the park is an essential and critical part of the City of Orting. He stated that since the park has been here, it has a long history of being built by people who care about the community. He stated the park is the center of recreation and events, with tie ins to commerce and businesses that could benefit with a twenty to thirty-year vision of improving the park.

Councilmember Williams stated that he is on board for master park planning, but he does want to see Calistoga Park included in the main park master plan and that he would like to see more Council input being brought into the plan. City Administrator Scott Larson stated that Calistoga Park is separate from the main parks in this scope of work, and there are some challenges that the City has no control over with Calistoga Park. He stated once the County gets some clarity for their projects that will begin in the Calistoga Park area, the City would be looking at that park for improvements in the near future. He stated that the current proposed park plan is for only the main park areas, and adding additional scope for the 2023 budget for Calistoga park would be a possibility.

Council discussion followed.

***Councilmember Bradshaw made a motion to authorize the Mayor to sign a contract with MacLeod Reckord for Main Parks Master Planning services in an amount not to exceed \$45,000. Seconded by Deputy Mayor Hogan.***

Council discussion followed.

***Motion was defeated (2-5).  
Councilmembers Bradshaw, Hogan – Yay.  
Councilmembers Williams, Koenig, Gunther, Moore, Tracy – Nay.***

Mayor Penner suggested that Council for an ad hoc committee of Councilmembers to help define the scope of the project.

Councilmembers Moore volunteered to lead the ad hoc committee and Deputy Mayor Hogan volunteered to participate on it.

Councilmember Gunther stated that he would like to send the item to the next CGA committee meeting in July.

***Councilmember Gunther made a motion to send the item to the CGA Committee meeting in July. Seconded by Councilmember Koenig.***

***Motion passed (7-0).***

#### **D. AB22-45 - Reader Board.**

Councilmember Gunther stated that he would like clarification on the whether the LED screens proposed would be crosshatched. City Administrator Larson asked for clarification on the term crosshatching. He did state that the screen would look pixelated up closely, but as you get a distance away, you would be able to see them clearly. He stated they are special screens designed to be seen from highways and roadways and that the type of information that would be seen on it would be block letters as prescribed by the City code.

Council discussion followed.

***Councilmember Bradshaw made a motion to authorize the Mayor to sign a contract with Valley Sign for purchase and installation of a new digital reader board at the north entrance to Orting in the amount of \$51,870.92. Seconded by Deputy Mayor Hogan.***

***Motion passed (6-1).  
Councilmember Gunther -Nay.***

## **6. EXECUTIVE SESSION.**

No executive session.

## **7. ADJOURNMENT.**

***Deputy Mayor Hogan made a motion to adjourn. Seconded by Councilmember Tracy.***

***Motion passed (7-0).***

Mayor Penner adjourned the meeting at 8:53pm.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, City Clerk

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Regular Business Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
July 13th, 2022  
7:00 p.m.

**Mayor Joshua Penner, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Deputy Mayor Hogan called the meeting to order at 7:00pm. Councilmember Bradshaw led the Pledge of Allegiance.

**Councilmembers present:** Councilmembers Chris Moore, Don Tracy, Gregg Bradshaw, Melodi Koenig, Deputy Mayor Hogan.

Virtual: Councilmembers John Williams and Tod Gunther.

**Staff present:** Finance Director Gretchen Russo, City Clerk Kim Agfalvi, City Administrator Scott Larson, City Attorney Charlotte Archer, Engineer JC Hungerford.

### **REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

No requests were made.

### **2. PUBLIC COMMENTS.**

No comments were made.

### **3. CONSENT AGENDA.**

**A.** Payroll Claims and Warrants.

*Councilmember Koenig made a motion to approve consent agenda as prepared. Seconded by Councilmember Tracy.*

*Motion passed (7-0).*

### **4. EXECUTIVE SESSION.**

No executive session.

### **5. ADJOURNMENT.**

*Councilmember Bradshaw made a motion to adjourn. Seconded by Councilmember Moore.*

*Motion passed (7-0).*

Deputy Mayor Hogan adjourned the meeting at 7:03pm.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, City Clerk

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
July 20th, 2022  
6:00 p.m.

## **Deputy Mayor Greg Hogan, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

Deputy Mayor Hogan called the meeting to order at 6:02pm. Councilmember Koenig led the pledge of allegiance, and then roll call was taken.

**Councilmembers present:** Councilmembers Tod Gunther, Chris Moore, Don Tracy, John Williams, Gregg Bradshaw, and Deputy Mayor Hogan.

**Staff present:** Mayor Joshua Penner, City Administrator Scott Larson, Finance Director Gretchen Russo, City Clerk Kim Agfalvi, City Planner Carmen Smith, Public Works Director Greg Reed, Engineer JC Hungerford, Acting Police Chief Devon Gabreluk, Capital Projects Manager John Bielka.

### **2. STAFF REPORTS.**

#### **City Clerk**

City Clerk Kim Agfalvi briefed on the following:

- Updated on completion of Professional Development Session II for clerk school.
- Updated on Youth Outdoor Adventure Program, Summer day camp, and upcoming activities.

#### **Finance**

Finance Director Gretchen Russo briefed on the following:

- Briefed on filling in with the Youth Outdoor Adventure program.
- Briefed that Dave Trageser from DA Davidson will be giving a presentation at the next Council meeting bonds.

#### **Police**

Acting police Chief Devon Gabreluk briefed on the following:

- 4<sup>th</sup> of July update. There were some minor calls, and a call for mutual aid from a neighboring jurisdiction that requested drone service.
- Staffing update – Joe Palombi had been hired to fill the position of Community Services Officer. He has been meeting with the Orting senior center and has an increased presence at the Haven Teen Center. Some events he has held have been coffee and donuts with a cop and working with the Recovery Café to provide services for those that need access to services. The department has hired Garret Bond as a lateral from Pierce County. Open positions that still need to be filled is Police Chief and one officer position.
- National night out will be held on August 2<sup>nd</sup>. Officers will be visiting neighborhoods and handing out popsicles.
- The Police Department will be participating in the Touch a Truck event on July 29<sup>th</sup>, 2022.
- Cadet Jadyn Gibbs will graduate from the Police Academy on September 9<sup>th</sup>.

## **Planner**

City Administrator introduced the Council to Carmen Smith, new contract City Planner from AHBL. Planner Carmen Smith briefed on the following:

- Update on Comprehensive Plan Amendments that were received for this year. She stated one is a text amendment for the Capital Facilities Chapter to incorporate new language from the newly adopted Parks, Trails, and Open Space plan and the second one is a rezone submitted by the Orting School District to rezone a couple of parcels from Mixed Use Town Center North (MUTCN) to public facilities.

## **Engineering**

Engineer JC Hungerford briefed on the following:

- Farmers market outreach for waste water treatment plan update and the project is at 90% design.

## **Public Works**

Public Works Director Greg Reed briefed on the following:

- Update on 18 in actuator valve that failed and ordered new 16 in valve.
- Basin 3 check valve failed and a new one has been installed.
- New signs have gone up for WRRF.
- Walk through on pump stations and it is coming to completion. Only minor items need to be completed.
- Intern has been hired and is working out well.
- Installing irrigation system at City Hall as well as drinking fountain, bike rack, and benches.
- Removal of 23 trees and rented large chipper.
- Need to fill stormwater position. Maintenance workers have been hired.
- Update on maintenance of ponds and bioswells.
- Update on repairs of service leaks.
- Thanked Council for vector rental as it has helped immensely.
- Invited Councilmembers to tour facilities.

## **City Administrator**

City Administrator Scott Larson briefed on the following:

- Working on Police Chief hiring and put together flyer and announcement. Position will be posted in August.
- Update on hiring of new project manager John Bielka and introduced him to the Council.
- Chronic nuisance property has been sold and a developer will be bringing forward a preliminary plat in the future. City received full judgement of about \$97,000.00.
- Updated on acting Chief Gabreluk and congratulated him for his work implementing training for his team in key components of policing.
- Invited Council to the Touch a Truck event on July 29<sup>th</sup>.

## **Mayor**

Mayor Joshua Penner briefed on the following:

- Briefed that he was excited to see folks enjoying the parks and that events and activities are back.
- Update on Pierce County Regional Council Meeting and stated they will be discussing HB1220 being talked about in all councils across the state.
- Pierce County Emergency Management will be coming out to future council meeting.
- Reminder that budget season is coming up and is the most important thing we do each year.

### **3. AGENDA ITEMS.**

#### **A. AB22-42 – Supportive and Transitional Housing Amendments.**

Planner Wayne Carlson from AHBL briefed on the history of HB1220 and explained the provisions of the bill. Planner Carmen Smith briefed on footnote 33, which changed the number of persons allowed in each bedroom in this type of housing to two per bedroom. She stated this was the only change from the last presentation to Council. Council discussion followed.

**Action:** Move forward to regular business meeting on August 10<sup>th</sup>, 2022 for public hearing.

#### **B. AB22-68 – Orting Model.**

Councilmember Gunther briefed that the CGA committee in partnership with Councilmember Moore is recommending that all Councilmembers voluntarily consider ways they can meet and educate themselves on the homeless. Several suggestions brought to the Council by Councilmember Gunther were to visit the Soldiers Home, the Orting Veterans Village, to download the Washington State Commerce article on homeless myths, and to talk to Community Services Officer Joe Palombi for information on his dealings with the homeless community. Councilmember Tracy stated that he would like to have Councilmember Gunther organize meetings or events for the group to volunteer at. Councilmember Moore stated that he had volunteered to take a ride with Councilmember Gunther and that they visited places where the homeless persons are known to gather, and they had not found evidence of any activity in those areas. He stated that he believes the City is not in crisis, we are attempting to fix a problem that we do not have, but that he that he does think the City would be better off to be proactive rather than reactive. Council discussion followed.

Mayor Penner asked Councilmember Gunther what the ask of staff is for this to move forward. Councilmember Gunther stated there is nothing for staff to do, and that these are voluntary talking points. Mayor Penner volunteered to help Councilmember Gunther come up with a proclamation or resolution for the item.

**Action:** Work with Mayor Penner to make a proclamation.

#### **C. AB22-69 – Street Condition Assessment and Maintenance Plan.**

City Administrator Scott Larson stated he invited Lisa Reid, Engineer from SJC Alliance to make a presentation on a proposal to review streets and to help staff put together a financial plan to present to Council in the future. He stated that this item was one of the goals that Council established this year to review our streets and to address maintenance in the future. He stated the scope of work that is presented in the packet is both the street assessment and an ADA transition plan, but that the ADA transition plan would be budgeted in 2023. Ms. Reid stated the street condition and assessment scope of work is to go out and do an assessment of the streets. She stated that her hope is to use LiDAR or photogrammetric images of the roadways, and then will put together a philosophy plan of how they will approach the streets. She stated the intent would be avoid the worst first. She stated the goal would be to invest in preservation of the road ways through slurry seals, chip seals, and overlays, to avoid reconstructing the roadways. Ms. Reid briefed that the contract will be for 8 months which includes public outreach. Council discussion followed.

**Action:** Move to regular business meeting on July 27<sup>th</sup>, 2022 as a consent agenda item with updated scope and budget.

#### **D. AB22-62 – Parks, Trails and Open Space Plan Amendment – Park Planning.**

City Administrator Scott Larson briefed that there are two items connected together, the Parks, Trails and Open Space Plan amendment and the Main Parks Master Plan. He briefed on the history of the Main Park Master Plan, and Council desire to address master park planning for a number of parks in the City. He recommended that Council come up with a plan for addressing master parks planning for



all parks in a phased approach over a number of years. He recommended moving the Parks, Trails and Open Space Plan Amendment back to the CGA committee to review and come up with a timeline for addressing mater parks planning for other City parks. Council discussion followed.

**Action:** Send Parks Trails and Open space plan to CGA Committee to come up with phasing plan for master planning for parks.

#### **E. AB22-60 – Main Park Master Plan.**

City Administrator Scott Larson briefed on the Main Parks Master Plan and briefed that after review, staff and the Parks Advisory Board recommended MacLeod Reckord as the preferred firm for Parks Master Planning for the main City park. Council discussion followed.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 as a standalone item.

#### **F. AB22-63 – National Pollution Discharge Elimination System (NPDES) Permit for Phase II Communities.**

Engineer JC Hungerford briefed that the National Pollution Discharge Elimination System (NPDES) is a federal permit program that regulates the discharge of stormwater and wastewaters to waters of the state. He stated the Western Washington Phase II Municipal Stormwater Permit was re-issued on August 1, 2019 and will be in effect until July 31, 2024. The City of Orting is required to update its stormwater regulations in response to the terms of the permit, and the proposed ordinance would adopt amendments to Orting Municipal Code 9-5A and 9-5B to remain in compliance.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 for public hearing.

#### **G. AB22-66 – Water Consumption Goals.**

Engineer JC Hungerford briefed that the City is required to update the customer goals for water consumption. As a result of meetings with the Public Works committee and engineering, the recommendation of is to decrease water use by one (1) gallon per capita per year over the next six (6) years.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 as a consent agenda item.

#### **H. AB22-67 - Mid-Year Streets Projects Updates.**

Engineer JC Hungerford briefed the Council on the status of the following projects: Whitehawk Boulevard Extension, Kansas Street SW design, and the Orting Emergency Evacuation Bridge System – SR 162 crossing.

**Action:** Informational only.

#### **I. AB22-54 – Port of Tacoma Bridge Grant Interlocal Agreement.**

City Administrator Scott Larson briefed that the City of Orting has been awarded \$25,000.00 from the Port of Tacoma for a grant of funds for the Bridge. To accept the award, we have to agree to an interlocal agreement with the Port of Tacoma.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 as a consent agenda item.

#### **J. AB22-65 – School Resource Officer Interlocal Agreement.**

City Administrator Scott Larson briefed on the interlocal agreement for the City of Orting and the Orting School District for a School Resource Officer for Orting schools. He stated one small change added was to include participation in the school's threat assessment process and an increase of the fee to \$107,000.00 for the 2022-2023 school year.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 as a consent agenda item.



**K. AB22-64 – Sidewalk Removal and Replacement Bids.**

Public Works director Greg Reed briefed on bids received for sidewalk removal and replacement bids. He stated the scope of work would be removal of sidewalk sections with installed concrete and replaced with concrete to current standards.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 as a consent agenda item.

**L. AB22-61 – Summerfest Sponsorship.**

City Administrator Scott Larson briefed on the application received from Abundant Life Church for Orting Summerfest. He stated the event will be smaller than prior years, and that he would like the item to be a standalone item at the next meeting, as there will need to be an executive session on the sponsorship before Council action.

**Action:** Move forward to regular business meeting on July 27<sup>th</sup>, 2022 as a standalone item.

**4. EXECUTIVE SESSION.**

No executive session.

**5. ADJOURNMENT.**

Deputy Mayor Hogan adjourned the meeting at 8:42pm.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, City Clerk



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Street Condition Assessment and Maintenance Plan	<b>AB22-69</b>	<b>PW</b>		
		<b>7.6.2022</b>	<b>7.20.2022</b>	<b>7.20.2022</b>
	<b>Department:</b> Public Works/Administration			
	<b>Date Submitted:</b> 7.1.2022			
	<b>Cost of Item:</b> \$44,600			
<b>Amount Budgeted:</b>		\$280,834		
<b>Unexpended Balance:</b>		\$ 236,234		
<b>Bars #:</b>		TBD		
<b>Timeline:</b>		Summer 2022		
<b>Submitted By:</b>		Scott Larson		
<b>Fiscal Note:</b> None				
<b>Attachments:</b> SCJ Scope of Work and Budget				
<b>SUMMARY STATEMENT:</b>				
<p>One of the council’s adopted goals is to look at the TBD fee that was previously assessed.</p> <p>The 2022 goal states: Council reduced the TBD fee to \$0.00 following passage of I-976. The TBD fee was the city’s primary source of revenue for heavy maintenance (chip seal/grind &amp; overlay) of our city streets. Since the fee reduction, I-976 was declared unconstitutional by the Washington Supreme Court. Staff recommend that the best path forward to evaluate our pavement maintenance needs is to engage a firm for evaluating our streets and coming up with a maintenance program for council to consider. The tenants of this program would be consistent cost over time with the goal of addressing all the heavy pavement maintenance over a 7-10-year timeframe.</p> <p>Staff reached out to SCJ Alliance, one of our contracted engineering firms, and they submitted a Scope and Budget to assist the City in completion of the condition assessment and estimation of the annual cost to maintain our street infrastructure. After this work is complete council will be able to review different mechanisms to fund this maintenance expense.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To authorize the Mayor to sign a Scope and Budget with SCJ Alliance for street condition assessments and maintenance program development services.				



## SCOPE OF WORK

### Street Condition Assessment

### Orting, Washington

**Prepared For:** Scott Larson/City of Orting  
Greg Reed/City of Orting

**Prepared By:** Lisa Reid/SCJ Alliance

**Date Prepared:** July 20, 2022

## Introduction and Project Understanding

This scope of work covers the preparation of a Street Condition Assessment.

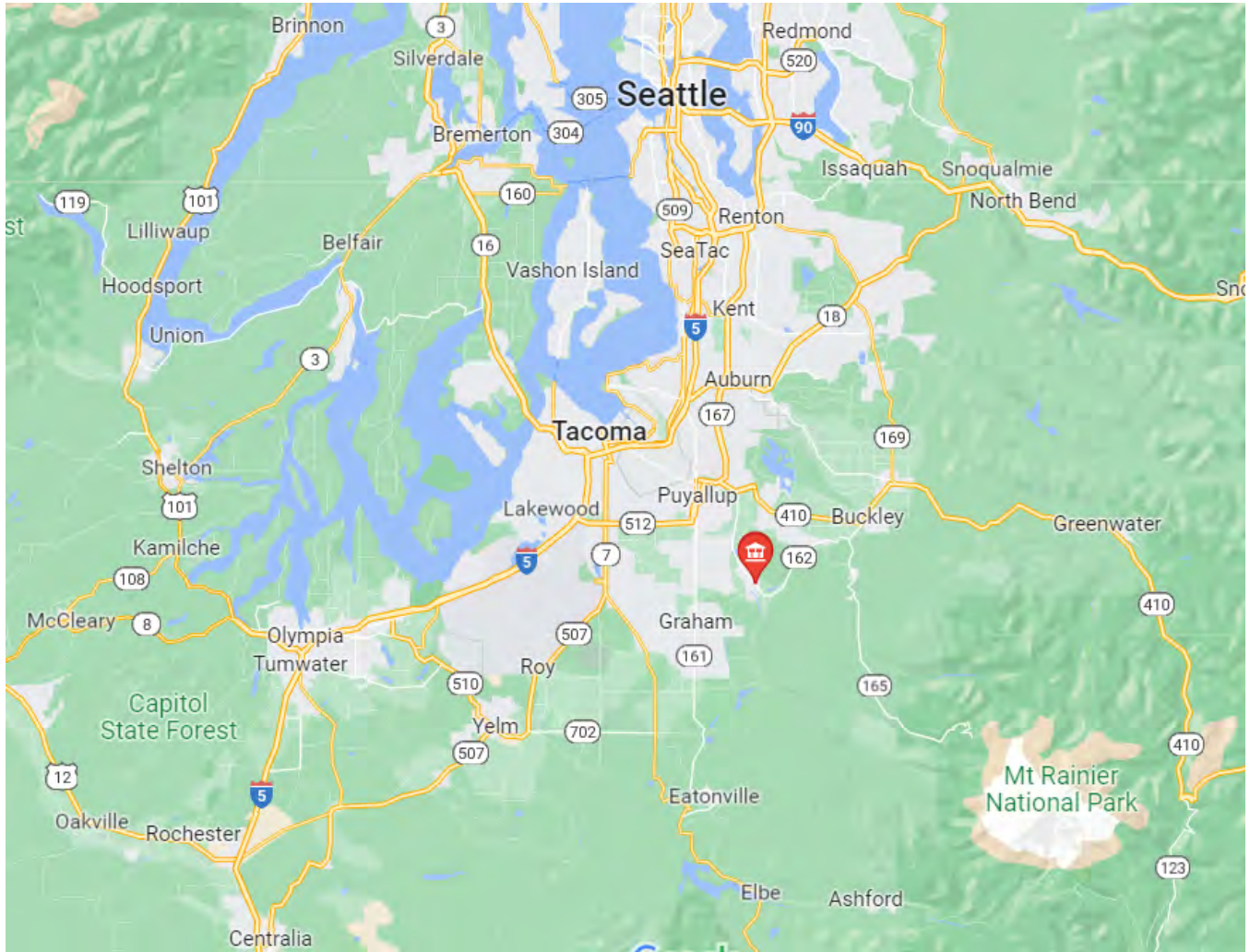
### Street Condition Assessment

A major component of the City's Capital Improvement Programs includes maintenance work designed to keep the "good streets good" and to improve streets with poor pavement that will need more work later. The CITY plans to complete a variety of maintenance work every year in arterials in and residential streets (often contracted and out and completed by contractors).

This scope of work focuses on collecting pavement condition data for all city streets and using that data to develop an ongoing maintenance program to keep the city's roadway network in a state of good repair.

## Project Location

The Street Condition Assessment and the ADA Transition Plan will cover the entire city limits of Orting, Washington. Orting is located in northwestern Washington, approximately 20 miles southeast of Tacoma as shown in Figure 1. Figure 2 on page 3 shows the city limits and all city streets by functional classification.



**Figure 1. Vicinity Map for Orting, Washington**

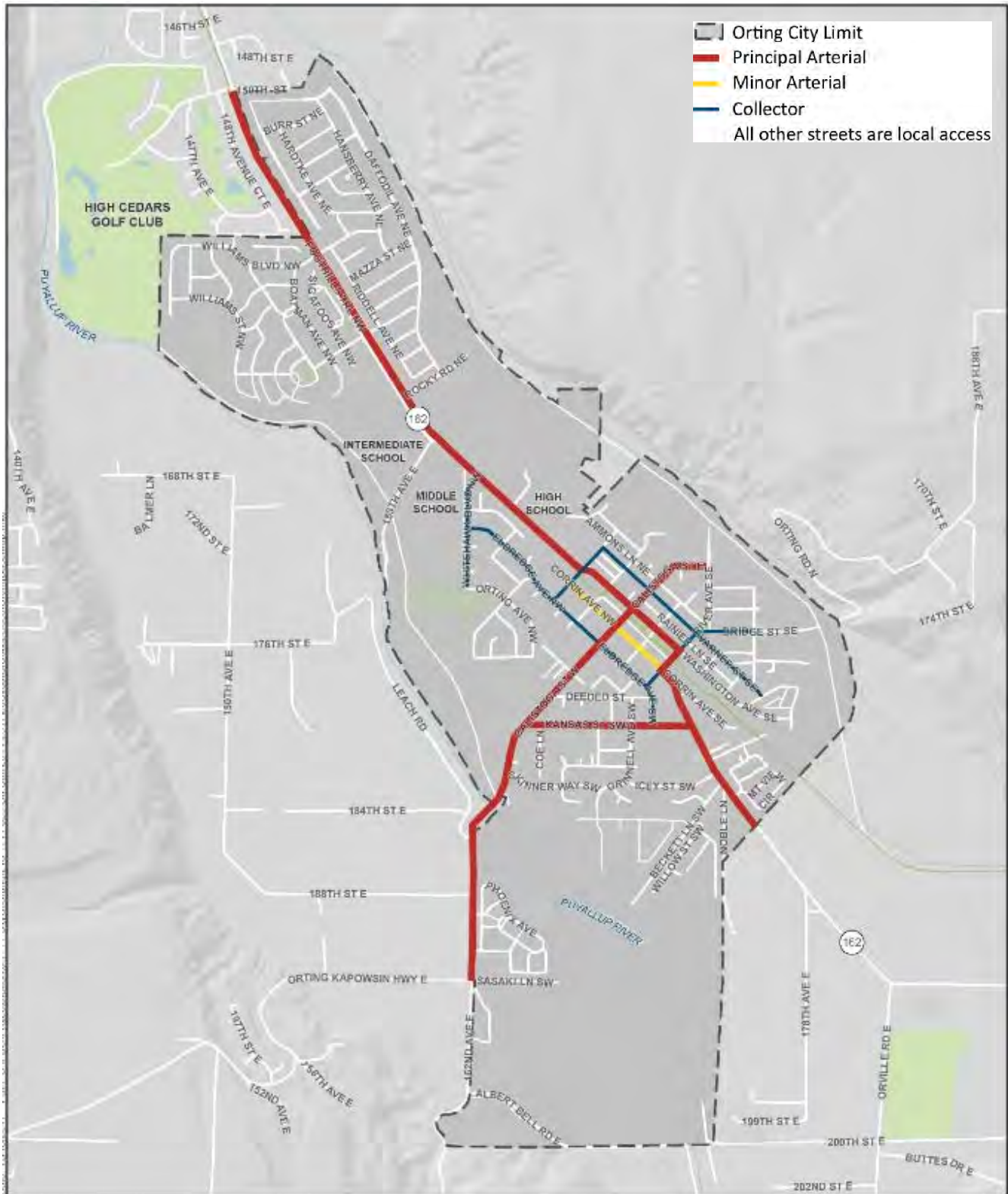


Figure 2. City Limits and Street Functional Classification



## Assumptions

- ◆ The streets condition assessment will include all streets in the city limits.

## Phase 1 Project Management

This phase includes tasks to plan, manage, and administer the work and provide quality assurance/quality control.

### 1) Management

- ◆ **Management:** Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- ◆ **Schedule and Budget:** Develop a critical path project schedule to match the scope of work. Identify task durations, predecessors, CITY reviews, deliverables, and milestones. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a biweekly basis. Provide monthly billing statements to the CITY including overall budget and schedule confirmation and review for each progress billing period.

### 2) Administration

- ◆ **Progress Reports:** Prepare and submit bi-weekly progress reports. Progress reports will show: (1) prior work performed, (2) current work planned, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others.
- ◆ **Progress Billings:** Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).
- ◆ **Filing:** Develop a project filing system and maintain project files in one centralized location. Periodically purge draft and redundant documents.
- ◆ **Subconsultant Administration:** Execute and administer sub agreements. Review and approve monthly invoices.

### 3) Quality Assurance/Quality Control

- ◆ **Quality Control:** Provide senior level review of task deliverables before submittal to the CITY.
- ◆ **Quality Assurance:** Audit quality check activities and documentation on a periodic basis.

## Understanding

- ◆ Project management will be provided over a 8-month timeframe.
- ◆ Progress billings will be submitted monthly to the CITY.
- ◆ Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.
- ◆ Budget for peer checks for quality control is included within budget for design tasks.

## Deliverables

- ◆ Weekly Progress Reports submitted via email in PDF
- ◆ Progress billings submitted monthly submitted via email in PDF
- ◆ MS Project schedule updates submitted via email in PDF

## Phase 2 Street Condition and Development of Maintenance Program

### Task 1 Inventory & Condition Assessment (Transmap Corporation or SCJ Alliance)

The following work is intended to be completed by Transmap Corporation except as noted. However, if the work cannot be contracted through Transmap to meet the City's schedule, SCJ Alliance staff will perform the same work via field observation and will provide the same information in a GIS database.

Complete an inventory and condition assessment of the entire City of Orting road network. This work includes:

- 1) Data Collection
  - ◆ All public roads shall be driven in both directions resulting in 100 percent coverage. Data shall represent the full coverage.
  - ◆ Collect data using an automated or semi-automated data collection vehicle equipped with onboard sensors for measurement of all significant parameters of pavement and associated distresses. Inspections methods shall be consistent with the latest ASTM D6433 and PAVER manual protocols.
  - ◆ Perform geo-referenced digital pavement data collection, including high-resolution downward facing line-scan images and high-resolution forward and side facing images at maximum 20-foot intervals.
- 2) Process Data
  - ◆ Digital images shall be delivered in industry standard \*.jpeg image format. They shall be easily viewable and include aspects of the right-of-way outside of the pavement for location, context, and shall be coordinated with street segment rating information. All images shall have the ability to determine the date that the image was taken.
  - ◆ LiDAR or photogrammetric coverage for roadway. Convert LiDAR or photogrammetric point data to GIS features. Must collect pavement data collection and analysis using ASTM D6433 methodology. LiDAR to be post processed and delivered to the CITY in a format compatible with ArcGIS and AutoCAD.
- 3) Develop Database
  - ◆ Establish a database of pavement conditions, including Pavement Condition Index (PCI) for each street segment on a scale from 0 (very poor) to 100 (excellent) using ASTM D6433 methods. The PCI indicators need to be assigned to each roadway segment in a manner that allows for integration with the City's existing GIS systems.

- ◆ The geodatabase should be referenced to the roadway segments provided and include the PCI indicator assigned to each roadway segment, along with any other information collected as part of the roadway survey, including but not limited to, the presence or absence of pavement distress, details on any distress that is present, pavement type, number of lanes, slope, roughness, and width.
- ◆ The above-mentioned work must be consistent and repeatable, and conducted in conditions that support the collection of high-quality data and high-quality information. Project manager will spot check various roadway sections to ensure accuracy of data received.
- ◆ SCJ Alliance will provide a GIS layer of Street centerlines including an internal ID in a file geodatabase. Final delivery of the pavement inventory by Transmap Corp. shall be uploaded and returned to the SCJ Alliance and the CITY in a file geodatabase with the original ID, original coordinate system and new attributes.
- ◆ Update the new database to include all new survey information including size and severity of each distress measured in each street section. Imported database shall be \*.e70 format.
- ◆ All GIS data will conform to the following: WA State Plane Coordinates, North Zone, High Precision Ground Network, and US Feet. ESRI Coordinate System:  
NAD\_1983\_HARN\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet.

### ***Task 2 Add Existing Maintenance Data***

The CONSULTANT will add recent up to 20-years of recent overlay information into the GIS database. This information shall be provided by the City and WSDOT.

### ***Task 3 Establish Maintenance Strategies***

Establish suitable rehabilitation and preventive maintenance strategies, including appropriate treatments such as slurry seal, chip seal, overlay, and reconstruction.

### ***Task 4 Establish Maintenance Plan***

Develop a prioritized street rehabilitation project list that will result in the greatest return on investment within the given short-term and long-term budget parameters.

- 1) Incorporate feedback from City staff on project priorities and confirm assumptions and processes used for prioritization projects. This process may take multiple iterations of the project plan to incorporate staff comments.
- 2) Conduct a field review with City staff of the streets included in the refined street rehabilitation project list to verify pavement condition and recommended rehabilitation treatments.
- 3) Estimate costs for the recommended improvements.
- 4) Provide 6-year project list 2023-2028.
- 5) Deliver a maintenance plan with narrative, tabular data, and graphics for review by City staff and use by the program team for future years. The Plan will document the decision process and evaluation criteria used to include and exclude projects leading to the final recommendations for pavement rehabilitation and preventative maintenance projects.



## **Task 5    *Review Data and Develop Street Condition Assessment and Maintenance Program Report***

Review the database and maintenance program developed in Tasks 1-4 and provide a report with feedback on existing conditions, assumptions, and results.

### **Understanding**

- ◆ Budget for peer checks for quality control is included within budget for design tasks.

### **Deliverables**

- ◆ Pavement Condition Report in PDF
- ◆ Draft Pavement Maintenance Program in PDF
- ◆ Final Pavement Maintenance Program in PDF
- ◆ Draft Street Condition Assessment and Maintenance Program Report
- ◆ Final Street Condition Assessment and Maintenance Program Report

## **Phase 99 Expenses**

Expenses will be charged on a time and material basis and include items such as travel, mileage, plan reproduction, copies, etc.

### **End Scope of Work**

*Orting Scope - Streets Assessment 2022-0720.docx*

**Consultant Fee Determination Summary**



**SCJ Alliance**

Client: City of Orting  
 Project: Streets Condition Assessment  
 Job #: 21-000838  
 File Name: Orting Fee - Streets Condition Assessment 2022-0720.xlsm

Template Version: 4/4/2022  
 Contract Type: Billing Rate Schedule

**Consultant Fee Determination**

***DIRECT SALARY COST***

<u>Classification</u>	<u>Hours</u>	<u>Fully Burdened Rate</u>	<u>Amount</u>
Principal	19.0	\$313.00	\$5,947.00
Senior Project Manager	34.0	\$253.00	\$8,602.00
E4 Engineer	8.0	\$165.00	\$1,320.00
E3 Engineer	64.0	\$145.00	\$9,280.00
T1 Technician	14.0	\$100.00	\$1,400.00
T2 Technician	58.0	\$95.00	\$5,510.00

***TOTAL SALARY COST***

**Total Salary Cost \$32,059.00**

***SUBCONSULTANTS***

Transmap Corporation	PHASE 02	STREET CONDITION AND DEVELOPM	\$15,000
<b>Subconsultant Fee Subtotal:</b>		\$0	<b>\$15,000.00</b>

***REIMBURSABLE EXPENSES***

Copies, Printing, etc.	1.0%	of the Total Salary Costs	\$320.59
Mileage	500	miles at \$0.650 per mile	\$325.00
<b>Expenses Subtotal:</b>			<b>\$645.59</b>

**Total Estimated Budget: \$47,704.59**

Consultant Labor Hour Estimate



SCJ Alliance

Client: City of Orting

Template Version: 4/4/2022

Project: Streets Condition Assessment

Contract Type: Billing Rate Schedule

Job #: 21-000838

File Name: Orting Fee - Streets Condition Assessment 2022-0720.xlsm

		Lisa Reid	Corey Jurcak	Kristal Kozai	Jordan Graham	Chelsea Lee	Cori Benge		
Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	E4 Engineer	E3 Engineer	T1 Technician	T2 Technician	Total Direct Labor Hours & Cost	Total Cost
<b>PHASE 01 PROJECT MANAGEMENT</b>									
<b>Task 01 Management</b>									
1	Management	4.0						4.0	\$ 1,252.00
2	Schedule	1.0						1.0	\$ 313.00
3	Budgeting	4.0						4.0	\$ 1,252.00
Subtotal Hours:		9.0						9.0	\$ 2,817.00
<b>Task 02 Administration</b>									
1	Progress Reports	2.0				4.0		6.0	\$ 1,026.00
2	Progress Billings	2.0				4.0		6.0	\$ 1,026.00
3	Filing					4.0		4.0	\$ 400.00
4	Subconsultant Administration (Contract only)		2.0			2.0		4.0	\$ 706.00
Subtotal Hours:		4.0	2.0			14.0		20.0	\$ 3,158.00
<b>Task 03 Quality Assurance/Quality Control</b>									
1	Quality Control		4.0					4.0	\$ 1,012.00
2	Quality Assurance	4.0						4.0	\$ 1,252.00
Subtotal Hours:		4.0	4.0					8.0	\$ 2,264.00
Total Phase Hours:		17.0	6.0			14.0		37.0	37.0
Total Phase Direct Labor:		\$5,321.00	\$1,518.00			\$1,400.00		\$8,239.00	\$ 8,239.00
<b>PHASE 02 STREET CONDITION AND DEVELOPMENT OF MAINTENANCE PROGRAM</b>									
<b>Task 01 Inventory &amp; Condition Assessment</b>									
1	Data Collection		4.0					4.0	\$ 1,012.00
2	Process Data		4.0					4.0	\$ 1,012.00
3	Develop Database						40.0	40.0	\$ 3,800.00
Subtotal Hours:			8.0				40.0	48.0	\$ 5,824.00
<b>Task 02 Add Existing Maintenance Data</b>									
1	Add Existing Maintenance Data				2.0		2.0	4.0	\$ 480.00
Subtotal Hours:					2.0		2.0	4.0	\$ 480.00
<b>Task 03 Establish Maintenance Strategies</b>									
1	Establish Maintenance Strategies		4.0		2.0			6.0	\$ 1,302.00
Subtotal Hours:			4.0		2.0			6.0	\$ 1,302.00
<b>Task 04 Establish Maintenance Plan</b>									
1	Establish Draft Maintenance Plan	1.0	4.0		8.0		4.0	17.0	\$ 2,865.00
2	Incorporate Feedback from City		2.0		2.0		2.0	6.0	\$ 986.00
3	Field Review			8.0	8.0			16.0	\$ 2,480.00
4	Cost Estimates		2.0		16.0		2.0	20.0	\$ 3,016.00
5	Final Maintenance Plan	1.0	2.0		2.0		2.0	7.0	\$ 1,299.00
Subtotal Hours:		2.0	10.0	8.0	36.0		10.0	66.0	\$ 10,646.00
<b>Task 05 Review Data and Develop Reports</b>									
1	Draft Report		4.0		16.0		4.0	24.0	\$ 3,712.00
2	Final Report		2.0		8.0		2.0	12.0	\$ 1,856.00
Subtotal Hours:			6.0		24.0		6.0	36.0	\$ 5,568.00
Total Phase Hours:		2.0	28.0	8.0	64.0		58.0	160.0	\$ 160.0
Total Phase Direct Labor:		\$626.00	\$7,084.00	\$1,320.00	\$9,280.00		\$5,510.00	\$23,820.00	\$ 23,820.00
Total Hours All Phases		19.0	34.0	8.0	64.0	14.0	58.0	197.0	197.0
Total Direct Labor Estimate All Phases		\$5,947.00	\$8,602.00	\$1,320.00	\$9,280.00	\$1,400.00	\$5,510.00	\$32,059.00	\$ 32,059.00



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-66</b>	<b>Public Works</b>	<b>7.20.2022</b>	<b>7.27.2022</b>
City of Orting Water Consumption Goals	<b>Department:</b>	Engineering/Public Works		
	<b>Date Submitted:</b>	<b>7.14.2022</b>		
<b>Cost of Item:</b>	<u>\$0</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	<u>N/A</u>			
<b>Timeline:</b>	End of July			
<b>Submitted By:</b>	JC Hungerford, PE			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	None			
<b>SUMMARY STATEMENT:</b>	<p>Every six year, the City is required to update the customer goals for water consumption. As a result, engineering and public works are suggesting the following goal:            “Decrease water use by 1 gallon per capita per year over the next 6 years.”</p>			
<b>RECOMMENDED ACTION: <u>Action:</u></b>	<p>Establish a new customer goal of, “Decrease water use by 1 gallon per capita per year over the next 6 years.”</p>			



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Port of Tacoma – Bridge Grant ILA	<b>AB22-54</b>	<b>Public Works</b>		
		<b>6.1.2022</b> <b>7.6.2022</b>	<b>7.20.2022</b>	<b>7.27.2022</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>5.27.2022</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	<b>TBD</b>			
<b>Timeline:</b>	<b>Summer 2022</b>			
<b>Submitted By:</b>	<b>Scott Larson</b>			
<b>Fiscal Note: This is new unanticipated funding.</b>				
<b>Attachments:</b> Port of Tacoma Grant ILA				
<b>SUMMARY STATEMENT:</b>				
<p>The Port of Tacoma Local Economic Development Investment Fund provides grants to non-profits and municipal agencies in Pierce County for projects that directly or indirectly benefit the Port. Staff applied for a grant for funding of right of way and construction of the HWY 162 Pedestrian bridge and received notice of award for \$25,000. Municipal entities must agree to an interlocal agreement with the Port of Tacoma in accordance with RCW 39.34 to receive the funding.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To authorize the Mayor to enter into an Interlocal Agreement with the Port of Tacoma for a \$25,000 grant to fund the HWY 162 Pedestrian Bridge.</p>				

**AGREEMENT BETWEEN  
CITY OF ORTING  
and  
PORT OF TACOMA  
REGARDING  
CONSTRUCTION OF A PEDESTRIAN BRIDGE OVER HWY 162**

**THIS AGREEMENT** (“**AGREEMENT**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the [City of Orting, a city of the State of Washington] (hereinafter the “**City**”), and the **PORT OF TACOMA**, a Washington public port district (the “**Port**”), (each a “**Party**,” collectively the “**Parties**”) in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

**RECITALS**

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Local Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.

2. The City proposes the construction of a pedestrian bridge over highway 162 adjacent to Orting Primary and Middle Schools. (the “**Project**”).

3. The City has requested and the Port agrees to provide an investment of \$25,000 toward the Project costs, conditioned upon proof of Project expenditures, and as expressly specified herein.

4. The Port finds the requested contribution meets the Port’s Local Economic Development Policy criteria as follows:

A. This project will remove a hazardous, at-grade, pedestrian crossing on a key freight route consistent with priority ‘A’.

**CONSIDERATION**

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

**1. SCOPE OF WORK**

A. The City or Orting HWY 162 Pedestrian Bridge consists of the following:  
i. Property acquisition and construction of the HWY 162 Pedestrian

Bridge.

B. All as described in the City’s Application, as attached hereto as **Attachment**

A.

## **2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS**

**A.** Subject to the terms herein, the Port agrees to provide reimbursements of an amount not to exceed \$25,000 reimbursable up to 24 months from the Port signing for expenses incurred by City for the Project. City shall be responsible for timely payment of all invoices submitted by third parties providing goods or services for the Project. City shall submit to the Port, or its designee, paid project invoices within ninety (90) days after the referenced goods or services have been provided. The Port or its designee shall review any such invoices and as appropriate make payment to City within thirty (30) days of receipt of the invoice. The Port shall not be obligated to reimburse City for invoiced goods or services where invoices are not submitted in a timely fashion. City shall be solely responsible for compensation of City's employees, including those employees' salaries, fringe benefits, or any other compensation, including for time spent by those employees related to the Project. The Port shall not be responsible to provide reimbursement for any compensation to City's employees.

**B.** Conditions of the Port's funding are as follows:

i. If the Project costs are higher than projected, the City will assume any excess Project costs.

ii. The Port's annual Project contribution shall be allocated and is identified in the Port's 2022 budget.

**C.** The Port's distribution of funds is further contingent on the City obtaining full committed funding 24 months from the Port signing for the complete Project scope and the contents of this AGREEMENT remain unchanged.

**D.** Port payments up to the not-to-exceed amount will be made pursuant to this signed AGREEMENT, and within 45 days of the City's submittal of written proof to the Port that City has paid its minimum contribution of \$25,000 in expenditures.

## **3. TIMEFRAME/PROJECT SCHEDULE**

TWENTY-FOUR MONTHS FROM THE DATE OF THE PORT'S SIGNATORY

## **4. CITY'S PROJECT FINANCIAL SUMMARY**

**A.** Total Project Cost: \$9,500,000

**B.** Source of Funds (other than the Port):

- State of Washington (Design): \$1,500,000

- State of Washington (Final Design and Construction): \$6,000,000

**5. ABANDONMENT.** If the Project is abandoned, then this AGREEMENT shall be of no further force or effect.

**6. ASSIGNMENT.** Neither Party to this AGREEMENT shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions, and interests under this AGREEMENT, without the prior written approval of the other.

**7. THIRD PARTY BENEFICIARIES.** This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this AGREEMENT.

**8. EQUAL DRAFTING.** This AGREEMENT has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this AGREEMENT.

**9. SEVERABILITY.** If any provisions of this AGREEMENT are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this AGREEMENT not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this AGREEMENT can be preserved.

**10. MODIFICATION.** This AGREEMENT may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

**11. TERMINATION.** This AGREEMENT shall terminate after all reimbursements are paid or two years following completion of the Project, whichever occurs first, unless terminated earlier by written agreement. However, absent express authorization by the Port, in no case will the Port's allocations as provided under this AGREEMENT be committed for more than two years after approval of this AGREEMENT by the Port.

**12. GOVERNING LAW.** This AGREEMENT shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this AGREEMENT or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

**13. NOTICES.** All notices given pursuant to this AGREEMENT shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

City: Attention: Scott Larson, City Administrator  
Email: [slarson@cityoforting.org](mailto:slarson@cityoforting.org)

Port: P.O. Box 1837  
Tacoma, Washington 98406  
Attention: Matthew Mauer



**14. ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the Parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this AGREEMENT. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

**15. LEGAL RELATIONS**

**A. Independent Governments.** The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority, or discretion of the governing bodies of each Party. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of the other Party.

**B. Legal obligations.** This AGREEMENT does not relieve either Party of any obligation or responsibility imposed upon it by law.

**C. Timely Performance.** The requirements of this AGREEMENT shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

**D. Recording.** A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor in accordance with chapter 39.34 RCW or shall be posted to each Parties' web site.

**16. RECORDS AND AUDIT.** During the term of this AGREEMENT, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this AGREEMENT and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other City with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter, or amend records retention requirements established by applicable state and federal laws.

**17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP.** Except as provided above, each Party shall finance its own conduct of responsibilities under this AGREEMENT. No ownership of property will transfer as a result of this AGREEMENT.

**18. INDEMNIFICATION AND HOLD HARMLESS**

**A.** The City releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the City and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

**B.** The City shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

**C.** The Port releases the City from, and shall defend, indemnify, and hold the [City] and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

**D.** The Port shall defend, indemnify, and hold the City and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

**E.** Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51.

**F.** The Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

**G.** No liability shall attach to either Party by reason of entering into this AGREEMENT except as expressly provided herein.

**H.** The provisions of this Article 18 shall survive any termination or

expiration of this AGREEMENT.

CITY OF ORTING :

PORT OF TACOMA:

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

*Eric D. Johnson*

By: Eric D. Johnson (Jun 13, 2022 15:53 PDT) \_\_\_\_\_

Eric Johnson

Its: Executive Director

Date: **Jun 13, 2022** \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Its:

By:  \_\_\_\_\_

Heather L. Burgess

Its: Legal Counsel



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  School Resource Officer Interlocal Agreement (SRO ILA) Renewal	<b>AB22-65</b>	<b>Public Safety</b>		
		<b>7.7.2022</b>	<b>7.20.2022</b>	<b>7.27.2022</b>
	<b>Department:</b>	Police/Finance		
	<b>Date Submitted:</b>	<b>6.30.2022</b>		
<b>Cost of Item:</b>	Revenue Item			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	001-342-10-00-00			
<b>Timeline:</b>	By 9.1.2022			
<b>Submitted By:</b>	Devon Gabreluk/Scott Larson			
<b>Fiscal Note:</b>				
The School District will pay the City \$107,000 for the 2022-2023 school year and \$110,000 for the 2023 – 2024 school year.				
<b>Attachments:</b> ILA and Attachments				
<b>SUMMARY STATEMENT:</b>				
The School District and the City have negotiated a successor ILA for School Resource Officer Services to continue our ongoing SRO relationship. The scope has changed slightly from the prior year to include participation in the school’s threat assessment process. The fee for the SRO is going up to \$107,000 for the 2022-2023 school year.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the interlocal agreement for school resource officer services with the Orting School District as prepared.				

**INTERLOCAL AGREEMENT BETWEEN THE ORTING SCHOOL DISTRICT  
AND CITY OF ORTING  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 1st, day of July, 2022, by and between the Orting School District (“District”) and the City of Orting (“City”).

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, the District is a municipal corporation organized pursuant to Title 28A of the Revised Code of Washington, RCW 28A; and

WHEREAS, the City and the District have the power, authority and responsibility to provide public safety services within their respective jurisdictions and facilities; and

WHEREAS, the District has expressed a desire to execute an agreement with the City for the services of one full-time police officer, known as a School Resource Officer ("SRO") to be stationed at Orting High School and serving the District's schools located within the City's corporate boundaries; and

WHEREAS, both parties desire to enter into an agreement for the purpose of utilizing the City’s capabilities to provide the District with SRO services; and

WHEREAS, the District and the City believe the services rendered by an SRO will enhance school security and benefit public safety; and

WHEREAS, the City is willing to assign a police officer to serve as an SRO as set forth herein, subject to the District's commitment to reimburse the City its proportional share of the costs of maintaining such position, as specified in this Agreement; and

WHEREAS, the City and the District agree to fund an SRO position in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington,

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Scope of Services. The City will assign one regularly employed Orting police officer to serve as a School Resource Officer (“SRO”). This SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. The SRO will patrol Orting schools and surrounding areas, focusing primarily on Orting High School and the District’s secondary schools, in order to identify, investigate, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment,

gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators and neighborhood residents with information, support, and problem-solving mediation and facilitation. The SRO shall perform the duties set forth on Appendix B to this agreement, adopted herein by this reference, which contains a comprehensive School Resource Officer Scope of Work.

While school is in session, the SRO will be assigned to the District on a full-time, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other unavoidable police-related activity, including any emergencies such as civil disasters.

Except as provided herein, scheduling for the SRO while school is in session will be determined by mutual agreement but not with less than 10 days' notice of the District and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.

The SRO will attend a weekly meeting with the District's Superintendent to review and discuss timely school safety issues. The City shall have the sole discretion as to the staffing, but will accept input from the District. The City shall have the sole discretion for equipment, uniform, and supplies used by the SRO and shall be the sole judge as to the most appropriate, efficient and effective manner of handling and responding to calls for Services or the rendering thereof. The SRO will remain an employee of the City. The delivery of services, the standards of performance, the discipline of officer, the supervision of the SRO and any other City personnel, and other matters incidental to the performance of the Services, shall remain under the control of the City.

2. Salary, Retirement and Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the Services provided hereunder, except as provided herein. The District shall be responsible for the cost of overtime necessitated by the performance of this Agreement, and will be periodically billed for overtime incurred. The District shall be responsible for any off-duty employment costs. Off-duty employment agreements shall be between the District and the City using the City's standard agreement. Except as otherwise specified herein, the District shall not be liable for compensation for wages for any City employee for injury or sickness arising out of his/her employment pursuant to this Agreement, except for any injury or sickness that occurs as a result of the District's negligent or intentional acts.

3. Term. This Agreement shall be effective for a term from **August 1, 2022 – June 30, 2024**. Following expiration of the initial term, this Agreement may be extended, by mutual agreement, for an additional year thereafter upon the same terms and conditions, provided that the Parties may modify the reimbursement amount set forth in paragraph 4 below.

4. Payment for Services. The District will reimburse the City for the services of one (1) SRO, as provided by this Agreement as outlined in Appendix A, for the initial term of this Agreement. Charges will be billed in two (2) installments in October and April. The District shall remit payment to the City within thirty (30) days after receipt of invoice. The Finance Directors for each

party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing.

In the event that school buildings are closed to students by proclamation of the Governor, State Superintendent, Orting School District Superintendent, or health official, the District will only be responsible for payment for services rendered for any week(s) during which schools' buildings are partially or fully open to students. The Parties will prorate the remaining portion of this Agreement by week based on 41 weeks of service for any weeks the District's buildings are fully closed.

In the event the SRO is absent from his or her duties and/or is working in an unrelated capacity, the City will adjust billing by noting a prorated reduction for hours not performed on the next bill.

5. Emergency Situations. During days when school is in session, the SRO will not be assigned by the City to duties other than those set forth herein, except for required Departmental training or in response to emergency situations, as determined by the sole discretion of the Chief of Police or his designee, necessitating the response of additional police personnel.

6. Indemnification. The District agrees to defend at its own expense, indemnify and hold harmless the City, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out the terms of this Agreement and/or amendments to this Agreement except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortuous acts of the City and/or its hired, appointed and elected officers, officials, employees, agents, and volunteers. The City agrees to defend at its own expense, indemnify and hold harmless the District, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out the terms of this Agreement and/or amendments to this Agreement except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortuous acts of the District and/or its hired, appointed and elected officers, officials, employees, agents, and volunteers.

7. Compliance with Laws. In exercise of its rights to provide the City with input on the selection of an assigned SRO, the District acknowledges, in addition to compliance by the City with all applicable laws and regulations relating to employee hiring, the City's Civil Service rules prohibit discrimination on the basis of non-merit factors. Additionally, the District acknowledges and agrees the Services rendered hereunder may be affected by provisions of the collective bargaining agreement between the City and the union representing the SRO. Furthermore, this



Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the City of Orting. Should any such authority effectively prevent the performance of the obligations set forth herein or otherwise materially interfere with the achievement of the purposes of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other.

8. Termination. If either party fails to comply with the terms and conditions of this Agreement, the other party, upon thirty (30) days prior written notice to the breaching party, may terminate this Agreement.

9. Modification. Either party may, in writing, request changes in the Agreement. Except as otherwise provided herein, any and all agreed modifications shall be in writing, signed by each of the parties and affixed to this Agreement.

10. Venue and Governing Law. In the event of litigation arising out of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, County of Pierce. This Agreement shall be governed by the law of the State of Washington.

11. Mediation / Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under Judicial Dispute Resolution LLC ("JDR") service rules or policies before resorting to arbitration. If the parties are unable to agree on the selection of a mediator or are unable to resolve the dispute by mediation pursuant to this section, or the parties waive mediation by written agreement, then the parties agree to submit their dispute to binding arbitration by delivering written demand for arbitration to the other party. The parties shall agree upon one arbitrator within ten (10) days of the arbitration demand. The arbitrator must be a JDR panelist. If the parties do not mutually agree on the identity of the arbitrator within such period, the arbitrator shall be selected by the administrator of the JDR, according to the arbitration rules of the JDR, without further input by the parties. All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder. The arbitration will be conducted in Orting, Washington under the procedures of the Arbitration Rules of Judicial Dispute Resolution LLC in effect on the date hereof as modified by this Section. Any issue about whether a claim must be arbitrated pursuant to this provision shall be determined by the arbitrator.

12. Confidentiality. Laws involving confidentiality govern both the District and the City. Both the District and the City agree their employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent required by the laws governing each. The federal Family Educational Rights and Privacy Act governs the District and the City understands this act and other state and federal laws will restrict the dissemination of certain information to the City. The District likewise understands that certain intelligence and law enforcement information is to remain confidential and in the sole control of the City. Each party agrees to respect the requirement imposed on the other and, in the event of any judicial action, to promptly notify the other of any attempt to seek disclosure of information.

13. Notices. Any notices required to be given by the Parties shall be delivered at the addresses

set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14. No Joint Venture or Separate Entity Created. No joint venture or partnership is formed as a result of this Agreement, and no separate legal entity is formed hereby. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party subject to the policies, procedures and control of that Party, and shall not be considered for any purpose to be employees or agents of the other Party.

15. Severability. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held to be unconstitutional or invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect. The terms and conditions of this Agreement are declared severable.

16. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof

17. No Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

18. Entire Agreement. This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

19. Counterpart Originals. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement, understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

ORTING SCHOOL DISTRICT

CITY OF ORTING

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A: Payment for Services Schedule

Payments to the City shall be based on the following schedule:

2022 – 2023 School Year	\$107,000
2023 – 2024 School Year	\$110,000

Additional hours that are requested by the District shall be based on the following schedule:

2022 – 2023 School Year	\$84.00 / hour
2023 – 2024 School Year	\$86.00 / hour

## Appendix B– School Resource Officer Scope of Work

The School Resource Officer (SRO) is a fully-commissioned, uniformed police officer assigned to maintain a safe and secure environment for students and faculty at schools located in the Orting School District. The SRO position is funded through an inter-local agreement between the City of Orting and the Orting School District.

### Goal and Program Benefits:

The SRO program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the City of Orting Police Department. Overall, the relationship between the schools, staff, students, the City of Orting Police Department, and the community will improve.

### SRO Duties:

1. Patrol all four district schools and surrounding areas to identify, investigate, deter and prevent crimes, especially incidents involving drugs, gang involvement, weapons, youth violence, harassment or similar activities. Patrol other district facilities within the city on an “as needed” basis.
2. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
3. Provide advice to school district personnel on law enforcement issues. SRO will assist in suggesting solutions to security problems that arise in the school district.
4. Provides a positive atmosphere when interacting with students. Will be available during student lunch periods, recess, before school, and assemblies when schedule permits.
5. Handle traffic complaints involving students on district properties and immediately adjoining areas.
6. Work with school district security personnel on matters of mutual concern and provide them with training to enhance school safety.
7. Assist school district personnel in the identification of/and behavior modification of behaviors not conducive to a positive school environment and assist in law enforcement and security-related problem solutions.
8. Work flexible or adjusted shifts when necessary and permissible by labor agreement (CBA) to accommodate evening meetings, presentations or other activities involving the SRO.
9. Attend City of Orting Police Department training and meetings as required.

10. SROs generally will strive to limit vacations during periods in which school is in session. If this should occur, the City agrees to make reasonable efforts to assign other officers to provide SRO services in the regular officer's absence.

11. The SRO shall comply with and be subject to the City of Orting Police Department's operating policies and personnel policies.

12. The SRO shall not be responsible for the administration of student discipline. The administration of student discipline shall be the duty of the District.

13. The Assistant Superintendent of Business, Operations and Safety will be the main point of contact for the SRO and will meet on a regular basis to provide oversight of district needs and discussion of impacting issues.

14. The SRO and Assistant Superintendent will oversee a working schedule that meets the needs of the district.

15. The SRO will participate in Level 1 and Level 2 threat assessments in collaboration with District Staff.



**City of Orting  
Council Agenda Summary Sheet**

<b>Subject:</b>  Sidewalk Removal and Replacement Bids- PW Project 2022-02	<b>Agenda Item #:</b>	<b>Committee</b>	<b>Study Session</b>	<b>Council Meeting</b>
	<b>AB22-64</b>			
			<b>7.20.2022</b>	<b>7.27.2022</b>
	<b>Department:</b> Public Works			
	<b>Date Submitted:</b> <b>7.6.2022</b>			
<b>Cost of Item:</b>		<u>\$ 40,242.80</u>		
<b>Amount Budgeted:</b>		\$		
<b>Unexpended Balance:</b>		\$		
<b>Bars #:</b>		<b>101.542.30.48.07- 101.594.42.63.03-108.508.10.00.02</b>		
<b>Timeline:</b>		<b>Summer 2022</b>		
<b>Submitted By:</b>		<b>Greg Reed, PW Director</b>		
<b>Fiscal Note:</b>				
<b>Attachments:</b> Bid Tab				
<b>SUMMARY STATEMENT:</b>				
<p>This project includes the removal and replacement of sidewalk sections with installed concrete and replaced with concrete to currents standards.</p> <p>A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350, based on unit prices per estimated quantities as defined in more detail in the bid documents. The City reserves the right to reject any and all bids, to delete portions or all of the work, to substitute alternative bid item prices for base bid item prices, to waive any informality in bidding, and to make the award deemed to be in the best interest of the City.</p> <p>The low bidder is <u>Four Seasons Concrete Construction.</u></p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To authorize the Mayor to sign a contract with Four Seasons Concrete Construction in the amount of \$40,242.80 for sidewalk removal and replacement on parcels 7001972560, 7001770860, 7000540610, 7000980080, and 0519311068.</p>				

# CITY OF ORTING

104 Bridge St S  
Orting, WA 98360

lhinds@cityoforting.org  
(360) 893-9039



## BIDDER RESPONSIBILITY CHECKLIST

The following checklist is used in documenting that a bidder meets the mandatory Bidder Responsibility Criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

### GENERAL INFORMATION

Project Name: <b>Sidewalk Removal &amp; Replacement</b>	Project Number: <b>PW 2022-02</b>
Bidder's Business Name: <b>Four Seasons Concrete Construction LLC</b>	Bid Submittal Deadline: <b>June 23, 2022 10am</b>

### CONTRACTOR REGISTRATION

License Number: <b>FOURSSCB5QJO</b>	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Effective Date (must be effective on or before Bid Submittal Deadline): <b>4-20-2015</b>	Expiration Date: <b>4-20-2023</b>	

### CONTRACTOR INFRACTION LIST

Is Bidder on Infraction List:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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### CURRENT UBI NUMBER

UBI Number: <b>603 492 142</b>	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
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### INDUSTRIAL INSURANCE COVERAGE

Account Number: <b>528,178-00</b>	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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### EMPLOYMENT SECURITY DEPARTMENT NUMBER

Employment Security Department Number: <b>109843-00-3</b>
Please Provide a copy of your latest correspondence, containing your account number, with Employment Security Department. Please do not provide document containing personal information such as social security numbers.

### STATE EXCISE TAX REGISTRATION NUMBER

Tax Registration Number: <b>603 492 142</b>	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
--	--

### NOT DISQUALIFIED FROM BIDDING

Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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### INFORMATION SUPPLIED BY:

Print Name of Bidder Representative: <b>Bruce M. Waddell III</b>	Date <b>June 23, 2022</b>
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### VERIFIED BY:

Signature of District Employee  <span style="text-align: center;">3</span>	Date
--	------



# CITY OF ORTING

104 Bridge St S  
 Orting, WA 98360

lhinds@cityoforting.org  
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## SECTION 3 BID PRICE SHEET 2022 Sidewalk Replacement Program

### BID ITEM 1

Parcel # 7001972560 – Rocky Rd Ne & Daffodil Ave NE @ City Storm Pond

LOCATION	Bid Item	Units	Quantity	Unit price
Section 1.1 (9.50 Sq Yd)	Removal of Concrete & installation of New Concrete Sidewalk	19.51 Sq Yd	19.51	203.78
Section 1.2 (5.56 Sq Yd)				
Section 1.3 (4.45 Sq Yd)				
Unit Price Subtotal				3975.75

### BID ITEM 2

Parcel # 7001770860 – Mazza St NE & Hansberry Ave NE @ City Storm Pond

LOCATION	Bid Item	Units	Quantity	Unit price
Section 2.1 (5.56 Sq Yd)	Removal of Concrete & Installation of New Concrete Sidewalk	11.12 Sq Yd	11.12	330.44
Section 2.2 (5.56 Sq Yd)				
Unit Price Subtotal				3674.49

### BID ITEM 3

Parcel # 7000540610 – 511 Brown St SE @ City Storm Pond

LOCATION	Bid Item	Units	Quantity	Unit price
Section 3.1 (4.45 Sq Yd)	Removal of Concrete & Installation of New Concrete Sidewalk	6.68 Sq Yd	6.68	535.04
Section 3.2 (2.23 Sq Yd)				
Unit Price Subtotal				3574.07

# CITY OF ORTING

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**BID ITEM 4**

**Parcel # 7000980080 – 802 Calistoga St SW @ Park/Ballfields & City Storm Pond**

LOCATION	Bid Item	Units	Quantity	Unit price
Section 4.1 (294.45 Sq Yd)	Removal of Concrete & Installation of New Concrete Sidewalk	294.45 Sq Yd	294.45	74.67
Unit Price Subtotal				21,986.58

**BID ITEM 5**

**Parcel # 0519311068 – 703 Kansas St SW**

LOCATION	Bid Item	Units	Quantity	Unit price
Section 5.1 (5.34 Sq Yd)	Removal of Concrete & Installation of New Concrete Sidewalk	5.34 Sq Yd	5.34	669.31
Unit Price Subtotal				3574.12
Project Subtotal				36785.01
9.4% Sales Tax				3457.79
PROJECT TOTAL				40,242.80

Project Total includes all Bid Items 1 thru 5. Project Total shall include sales tax.

Note: Prices above are as estimated per this contract. Unit prices shall remain firm for the contract period.



Four Seasons Concrete Construction, LLC  
5309 84<sup>th</sup> St. E. Tacoma, WA 98446  
253-301-3858

June 23, 2022

RE: Bidder Reference Information

1. City of Covington-Agreement for 12 Locations, Ross Junkin, 253-480-2400 ext. 2471
2. Glen Acres Church, Darrell Chase, 206-243-8575
3. City of Federal Way-Panther Lake Trail, Steve Ikerd, 253-835-6911

Thank you,

Bruce Waddell  
Estimator  
Four Seasons Concrete Construction, LLC

**City of Orting**  
**2022 Sidewalk Remove & Replacement**  
**Project, PW2022-02**

<b><u>Contractor</u></b>	<b><u>Bid Amount</u></b>
Rainer Asphalt Sealing DBA: Rainer Asphalt and Concrete	\$75,011.45
Sebastian GC Inc.	\$78,671.55
Four Seasons Concrete Construction	\$40,242.80



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Main Parks Master Plan RFQ	<b>AB22-60</b>			
		<b>Parks Advisory Board</b>	<b>6.15.2022</b> <b>7.20.2022</b>	<b>6.29.2022</b> <b>7.27.2022</b>
	<b>Department:</b>	Admin.		
	<b>Date Submitted:</b>	<b>6.15.2022</b>		
<b>Cost of Item:</b>	<u>\$45,000</u>			
<b>Amount Budgeted:</b>	<u>\$50,000</u>			
<b>Unexpended Balance:</b>	<u>\$ 5,000</u>			
<b>Bars #:</b>	TBD			
<b>Timeline:</b>	Proposed project start date of 7/1/22			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Request for Qualifications Solicitation; MacLeod Reckord Qualifications Proposal				
<b>SUMMARY STATEMENT:</b>				
<p>The Council authorized funds, as part of the budget and in line with our Parks, Trails and Open Space Plan, to go through a main park master planning exercise. The intent of the exercise is to create a level of planning and design that would allow the city to be eligible for various grant and funding opportunities, especially RCO grants. Staff advertised for qualified firms in May and received submissions in early June. Staff and Parks Advisory Board members selected four firms to interview. Mr. Shane Fairbanks of the Parks Advisory Board participated with staff in the interview process.</p> <p>From that interview process the panel is recommending that we move forward with MacLeod Reckord to complete the master plan. MacLeod Reckord has a demonstrated history of working on parks that have multi-use trails that run through them and spent a lot of time identifying in their proposal a number of challenges and opportunities. More specifically, for the main city park, MacLeod identified a lack of cohesion between the sections of the main parks, as well as the impacts from the highway adjacent to the parks, and had initial ideas on how to create improvements.</p> <p>The full master planning process will involve a large amount of community outreach and engagement, and MacLeod has the experience to assist the city with garnering as much public input as possible. Further, MacLeod will be working with the Parks Advisory Board and Counsel along the way so that the outcome of the process is something that the counsel will adopt. See the attached Request for Qualifications document for additional information on scope.</p>				

**RECOMMENDED MOTION: Motion:**

To authorize the Mayor to sign a contract with MacLeod Reckord for Main Parks Master Planning services in an amount not to exceed \$45,000.

**REQUEST FOR QUALIFICATIONS  
(RFQ)**

**City of Orting – Main Parks Master  
Plan**

**INVITATION**

The City of Orting is soliciting proposals from qualified firms experienced in park design to provide planning services to complete a master plan for the Orting Main Park. The preliminary scope of work consists of site investigation and analysis, conducting community engagement, preliminary park program development, master plan development, cost estimating, project phasing and funding plan. The master plan development requires collective experience in planning and landscape architecture.

Sealed submittals, plainly marked “City of Orting - Orting Main Parks Master Plan” on the outside of the mailing envelope, addressed to the City of Orting **PO Box 489, Orting, WA 98360**, will be accepted until **3:00 pm on Friday, May 27, 2022**. Qualification submittals may also be hand-delivered in person to City Hall at 104 Bridge St. S, Orting, WA 98360 by the required date and time. Submittals delivered after the posted deadline will not be considered for selection. Faxed, telephone or emailed submittals will not be accepted.

In an effort to promote waste reduction and resource conservation, please submit three (3) hard copies of your team’s qualification package as well as a pdf copy on a USB drive. Submittals shall not contain plastic bindings, plastic or laminated pages. Double sided documents are preferred. Please avoid superfluous use of paper (such as separate title sheets or chapter dividers). Submittals shall also be limited to 10 double-sided sheets (8.5x11 page size only).

A non-mandatory, informational site visit will be conducted on Thursday, May 19, 2022 at 10:00 am starting at the Bridge St. Entrance to City Hall located at 104 Bridge St. S, in the City of Orting. Attendance is recommended, and any questions will be answered at that time. The purpose of this meeting is to provide interested firms with any background information which may be beneficial in preparing a submittal.

Questions about this RFQ must be emailed no later than May 25, 2022 at 2:00pm to: City Clerk Kim Agfalvi or Events and Activities Coordinator Michell Alfieri

[kagfalvi@cityoforting.org](mailto:kagfalvi@cityoforting.org)

[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)



## PROJECT BACKGROUND

Orting’s Main Parks consists of 4 non-contiguous sections of land totaling approximately 18.59-acre with the Foothills Trail going through all sections. The parks generally parallel Washington Avenue/HWY 162 to the east and are situated in the city center.

Name	Amenities	Pierce Co. Parcel No.
North Park	North Park Station, Fountain	0519293133
Main Park	Big Toy, Swings, BBQ Pits, Gazebo, Basketball Court	0519293126
Bell Tower	Bell Tower	0519293126
Skate Park/Charter Park	Skate Park, Dirt Pump Track	0519322123 and 0519321017
Foothills Trail	Mixed Use Pedestrian Trail	0519293132 and 0519326012

## PRELIMINARY SCOPE OF WORK

This Park Master Plan is intended to serve as the Land Use Development Plan for Orting Main Park and should be complementary to the City’s 2021 Parks Trail and Open Space Plan. The consultant will be required to provide all services and work to complete the required documents and all other work described herein. The general objectives of the plan include, but will not be limited to, the following:

- Identify and express the recreation and park uses to meet the leisure needs of the community.
- Identify locations for specific recreation facilities, i.e. play equipment, benches, Parks Plan Capital Items, etc.
- Develop construction estimates as related to the conceptual Park Master Plan Update document
- Identify possible funding opportunities for the future construction of the new amenities.

The following is a preliminary scope of work that will be refined during contract negotiations with the selected consultant. Public involvement will be an important component of this project. A six-month effort is envisioned. It is anticipated that the master plan process will consist of three phases as described below:

### **Phase 1 Site Investigation and Analysis**

Develop a base map drawing based on discussions with City staff, existing surveys and maps, GIS data, aerial photos, and site visits. The base map shall identify and locate natural and man-made features including vegetation, utilities, structures, boundaries, and other features as necessary. Deliverables shall include a graphic summarizing site opportunities and constraints at an appropriate scale and a letter report that summarizes the site analysis.

## **Phase 2 Park Program**

Facilitate and conduct a community engagement process to ascertain public sentiment regarding needs, desires, opportunities and constraints. Incorporate existing information from 2021 Parks Trails and Open Space Plan. Based upon the results of site analysis, City staff input, technical input and initial public input, develop a preliminary park design program detailing proposed uses, design character and criteria.

## **Phase 3 Master Plan Development**

Prepare and present three Master Plan alternatives based upon the approved design program with rough order of magnitude cost estimates for each. Prepare a narrative that summarizes the existing conditions, design alternatives, cost implications and regulatory criteria, and identifies issues which require further study at the next stage of project development. Prepare and present preferred Master Plan alternative and provide updated cost estimate. Final deliverable will be a Master Plan Report, with final project drawings and narrative, project process, project phasing scenarios, phase costs, and potential project funding plan.

The master plan process shall include the following:

- **Public Engagement:** This project shall engage public involvement, with participation from the public at large, Orting City staff, Parks Board, and Orting City Council. Public involvement may include a web-based survey and 2-3 opportunities for public input throughout the summer.
- **Department and City Reviews:** Prepare written and graphic materials to assist with presenting the project for up to two reviews by the City Department staff. Consultant shall present project updates at up to two Parks Board meetings and two City Council workshops and /or meetings.
- **Permitting and Environmental Review:** Consultant to identify permitting/regulatory requirements and deadlines as they relate to the Master Plan design. Consultant will take the lead to complete the SEPA checklist for the Master Plan design, with staff input.

## **SCHEDULE**

### **Proposed Timeline**

- Non-mandatory site visit: May 19, 2022
- Proposal packages due: May 27, 2022
- Notify short listed firms: June 3, 2022
- Interview short listed firms\*: June 10, 2022
- Contract award by City Council: June 29, 2022
- Anticipated project start: July 8, 2022

\*The City of Orting reserves the right to select a consultant from submitted proposals alone.

## **BUDGET**

\$45,000 is allocated for the Master Plan of Orting Main Park in the 2022 Budget and is inclusive of all planning and design costs.

## **SUBMITTAL REQUIREMENTS**

Proposals are sought from firms with expertise in planning and landscape architectural services. Information provided will play a significant role in the City's selection of the consultant team considered best qualified to execute the project. Upon selection, the City and successful consultant will work together to refine the scope of work.

Please provide the following in your Proposal Package:

- **Cover Letter:** Please submit a one-page letter of intent listing the proposed team (prime and sub consultants) and commitment to providing the services described in the scope of work.
- **Statement of Experience:** Identify the proposed project manager and key personnel of the project team; include the relevant experience, qualifications and project roles for each member. For each member, describe their experience in park master plan development and any other relevant experience.
- **Project Approach:** Describe your understanding of the project scope and a timeline that identifies major proposed tasks and products.
- **Proposed Budget:** Provide a proposed timeline, hours to be spent, and a proposed budget that is consistent with the Scope of Work. The budget should include hourly rates for each team member. Proposers may assume that the City will be responsible for meeting room arrangements and costs.
- **References:** Three (minimum) client references for similar planning projects for Municipal Parks and Recreation Departments (within the last 5 years) led by the proposed Project Manager. Please include the full name of the municipality, project manager, phone number and e-mail.
- **Relevant Sample Work:** Please provide the following information for no more than (5) five relevant projects with similar scope and size that have been completed or in progress by members of the consultant design team. At least (3) three of the projects listed must be for public agencies.
  1. Name of project
  2. Project website, if applicable
  3. Brief project description highlighting special attributes/features of the project
  4. Project design team
  5. Reference
  6. Construction cost, if applicable

All costs for developing submittals in response to this RFQ are the obligation of the Consultant and are not chargeable to the City. All submittals will become property of the City and will not

be returned. Submittals may be withdrawn at any time prior to published close date, provided notification is received in writing to the City Clerk listed on this RFQ. Submittals cannot be withdrawn after the published close date.

**CONSULTANT SELECTION AND AWARD**

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all the below listed evaluation criteria (receives the highest score) as determined by the City’s selection committee. If the City decides to, chosen firms will be scheduled for an interview on June 10, 2022. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Agreement for Services, which shall be used to secure these services. See Attachment B for a sample contract.

Evaluation Criteria	Weight
Demonstrates a thorough understanding of project purpose, objectives, scope and timeline. Demonstrates design excellence and understanding of public parks and open space.	25
Qualifications of key personnel and project team	25
Demonstrated experience conducting successful community engagement and gathering input	20
Experience with projects of similar scale and scope	20
Overall quality content and responsiveness to RFQ requirements	10
<b>Total</b>	<b>100</b>

The City of Orting reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole discretion of the City of Orting, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

**ATTACHMENTS**

- A. Orting Main Park Vicinity Map
- B. Agreement for Services

Attachment A – Vicinity Map

North Park





# Main Park





Skate Park/Charter Park





Statement of Qualifications | City of Orting

# MAIN PARKS MASTER PLAN

Submitted by  
MacLeod Reckord



MACLE  
OD·RE  
CKORD

# MacLeod Reckord PLLC

Landscape Architecture ■ Planning ■ Urban Design

110 Prefontaine Place South, Suite 600

Seattle, Washington 98104

P 206-323-7919, C 206-226-6210 connier@macleodreckord.com

May 27, 2022

Scott Larson, City Administrator

City of Orting

104 Bridge Street South

Orting, WA 98360

## RE: REQUEST FOR QUALIFICATIONS FOR MAIN PARKS MASTER PLAN

**MacLeod Reckord** is pleased to submit our qualifications for the Orting Main Parks Master Plan. The Main Parks blocks, including City Hall and the Public Safety Building, have the potential to become an elegant, iconic, and connected civic space where the community comes to celebrate, recreate, mingle, picnic, play, relax, listen to music, and do business at City Hall. Supporting these activities and community values is paramount to our public recreation and civic work.

MacLeod Reckord is a well-established Northwest landscape architecture firm with over fifty years of experience in planning and design exclusively for public spaces, parks, and trails. We bring to this project a unique combination of expertise in both park planning and design, and regional trail design.

MacLeod Reckord has worked on numerous park projects similar in scale and importance including Downtown Bellevue Park, Covington Community Park, Millennium Park Plaza, and many others. Each of these projects gracefully balanced competing program elements into a single vibrant, coherent, and connected space.

MacLeod Reckord is also responsible for many of the iconic regional trails in the region including the original section of the Burke Gilman Trail in Seattle, the Centennial Trail in Snohomish County, and the Interurban Trail through multiple jurisdictions. We are currently working on the Pipeline Trail in Pierce County which ultimately will connect to the Foothills Trail. These trail projects included design of trailheads with parking, restrooms, information kiosks, and wayfinding signs, as well as integration with surrounding parks and open space.

We have extensive experience as a prime design consultant, leading full-service teams, on many similar local and community park and civic design projects throughout Washington and Oregon.

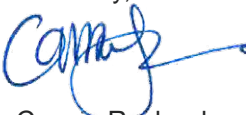
Given the scope and conceptual nature of the Main Parks Master Plan, MacLeod Reckord will perform most of the work, however we will have the following expertise available on an as-needed basis:

**PACE Engineers, Inc.** providing civil and structural engineering and environmental and land-use permitting as required. PACE has been a longtime partner with MacLeod Reckord providing these same services for parks and trails in the region for over 20 years.

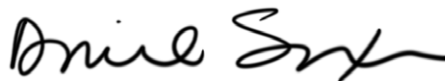
As the program requires, we can also call upon other team members to provide master plan level services for architectural evaluation, design, and cost estimating, geotechnical evaluation and engineering, traffic study, and cultural resource evaluation.

The Main Parks blocks are a tremendous asset for the Orting community. We would welcome the opportunity to work with the City of Orting's staff and citizens to develop a plan that celebrates the vision and importance of Orting's Main Parks.

Sincerely,



Connie Reckord  
Principal



David Saxen  
Associate



Arielle Farina Williams  
Associate



# □ EXPERIENCE

Design excellence in the public realm has been a hallmark of MacLeod Reckord's work for over 50 years. We have worked in a great variety of circumstances in the Northwest and have a sense of the appropriate balance between innovation and pragmatism. We have worked on many notable regional and local landscape architecture projects and are confident in our ability to meet client needs. Thoughtful and experienced planning and design, combined with proven managerial and technical skills, ensures success in all our projects.

**MACLEOD RECKORD PLLC** is a recognized Northwest design firm, established in 1968, and founded with the purpose of specializing in planning and design of public spaces. Our expertise spans an extraordinary range of landscapes including recreational parks, conservation lands, urban centers, campuses, and multi-modal corridors of all size and scale. Our success in public space design is a result of meeting changing needs of the public while maintaining our core values of design excellence, balance between innovation and pragmatism, and professional service. Based in Seattle, we have successfully completed several hundred projects in Washington, Oregon, Idaho, California, Alaska, and British Columbia. Our firm maintains a comfortable and responsive principal-staff ratio allowing all principals direct involvement in project design, evolution and management.

Over the past two years our firm has successfully transitioned to a hybrid model and expanded to include team members not only in Seattle, but also Eastern Washington and the Olympic Peninsula, giving us greater access to projects and clients we've had in these regions for years.

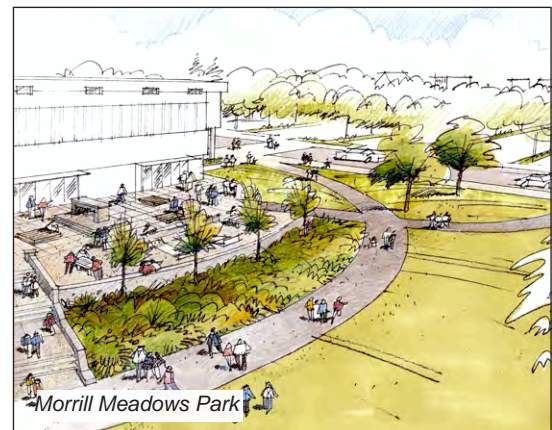
MacLeod Reckord is a state certified Women's Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE), a Small Business Enterprise (SBE), and a certified SCS firm recognized by King County, Port of Seattle, Sound Transit and others. For applicable contracts, we have an approved audited FAR overhead rate.

## LANDSCAPE ARCHITECTURE PLANNING AND DESIGN

The firm provides full project design services including project programming, feasibility and alternatives analysis, master planning, preliminary and final design and documentation, cost opinion, phasing analysis, and construction support. Past and current work ranges in scale and scope and includes: large multi-use parks as well as regional, community, and small neighborhood parks; regional and local trail systems; urban parks, plazas and downtown redevelopment projects; and campus planning that includes academic, business, civic, and community facilities.

## PARK PLANNING

MacLeod Reckord has a long history of successful park planning that includes integrating an array of program elements in a manner that is well defined, safe, legible, and informative. We have been fortunate to design several parks on lakefronts or along riverfront shorelines that include protection and enhancement of critical areas, including streams, shorelines, and wetlands such as Deception Pass State Park, Everett Riverfront Development, and Lake Goodwin Park. Many have included integrating park program elements with surrounding mixed uses such as single and multi-family residential, community centers, regional trails, commercial and active recreation facilities such as Angle Lake Park, YMCA at Morrill Meadows Park, and Sammamish City Hall. Park program elements have included trails, picnic areas, play areas, splash parks, interpretive loops and viewpoints, and more. We understand the challenges and see the opportunities of resolving a park program that meets overarching goals while satisfying the interests of a range of individual users.



## COMPLETE STREETS, TRAIL, AND NON-MOTORIZED PLANNING AND DESIGN

MacLeod Reckord has been at the forefront of Smart Mobility Design, a practice and strategy of implementing smart and sustainable solutions that transform communities into more livable, walkable, and secure environments. We are leaders in local and regional multimodal corridor planning, with unmatched experience in the planning and design of trail and greenway projects such as the Kitsap Trail and Greenway Master Plan, the Centennial Trail, Green Lake Path, Seattle's and King County's Burke Gilman Trail, the Snoqualmie Valley Trail Master Plan, the Iron Horse Trail Master Plan, and Interurban Trail components throughout several jurisdictions. The firm authored the chapter "Bicycle Facility Design" in Time Saver Standards for Landscape Architecture. We have developed non-motorized plans, implementing the principles of Smart Mobility Design and developing policy and design standards for Complete Streets, for Island County and the cities of Mercer Island, Renton, Lake Forest Park, Maple Valley, Kingston, and Twisp.



Lake Goodwin Park



Centennial Trail



Port Townsend Streetscapes

## URBAN DESIGN

Integrating our interest and expertise in park and transportation planning, MacLeod Reckord has notable achievements in the design and implementation of a variety of major urban design projects. We have lead design efforts for such iconic urban venues as Bellevue's Downtown Park, Port Townsend Urban Design, Millennium Plaza Park, Sammamish Commons, and the Lake Oswego Downtown Redevelopment. We have provided urban design support for Seattle's Freeway Park and Seattle's Mercer West Corridor. Many of the firm's urban design projects have involved challenging programming conflicts and extreme physical constraints in historic downtown cores, waterfront communities, and evolving retail or mixed-use developments. MacLeod Reckord brings a creative approach and extensive project construction experience to these challenging and important civic projects.

## PUBLIC INVOLVEMENT

Planning and design of public spaces requires an open and collaborative exchange with the local community and involved agencies. MacLeod Reckord recognizes the importance of bringing key stakeholders into the decision-making process at critical times as well as providing project information to a wider community audience in a meaningful way. We have experience guiding the public through the process of visioning, goal setting, understanding the site, exploring alternatives, and resolving a final preferred plan, and are prepared to support clients through these steps and into final design and construction.

## COST ESTIMATING

MacLeod Reckord has established a reputation with clients over the years for providing accurate project cost estimating. Working primarily in the public sector, MacLeod Reckord has an understanding of, and appreciation for, the critical issues that affect construction costs, and we strive to design and detail our projects with these issues top of mind. Quantity take-offs and pricing are prepared in-house for all MacLeod Reckord projects. A database is used to track costing trends and is continually updated to reflect recent bidding history, unit pricing, and changes to methods and materials within the construction industry.



## GRANT APPLICATION SUPPORT

MacLeod Reckord can provide clients with a wide range of services supporting grant application. We can identify grant opportunities for trail and park improvements and provide technical reports and project descriptions that focus on specific criteria for a particular grant. We can provide both engineered and illustrative plans, sketches, and sections to more completely define a project and support formal presentation, and we are available to complete the necessary forms, cost estimates, and schedules that agencies request in various formats, whether AutoCAD, GIS, Excel, Microsoft Project, PRISM, or other. We have been successful in obtaining multiple grants from RCO for park and trail construction; Stormwater Quality Implementation grants from WSDOE for shoreline trail projects; and FAST Act federal grants for on- and off-road trail development.

## GRAPHICS/PRESENTATIONS

MacLeod Reckord has developed, in the course of planning and design work in the public arena, the graphic skills to present proposed design solutions and alternatives to the public in a way that advances the public understanding and expedites the process. These skills include both the more traditional concept “rendering” and sketching techniques as well as the ability to use a range of software programs to create imagery that informs the public and energizes the process of design and discovery.

**PACE ENGINEERS, INC.** (PACE) is an employee-owned company providing professional civil and structural engineering, planning, surveying, geographic information system (GIS), and construction management services with offices in Kirkland and Wenatchee, Washington, and Lake Oswego, Oregon.

## CIVIL ENGINEERING

PACE's site civil engineers specialize in consulting and design services for projects involving all civil aspects of park master planning, including sports fields, playgrounds, park facilities, trails, pedestrian bridges, parking lots, and ADA accessibility. PACE offers a variety of project capabilities, specializing in erosion and sediment control, Stormwater Pollution Prevention Plans (NPDES permitting), grading, drainage, water, sewer, and road improvement design. PACE uses low impact development design techniques and has LEED accredited and LID certified staff.

## STRUCTURAL ENGINEERING

PACE's structural services include preliminary planning, final design, and construction phase services for park and recreational structures, buildings, building components, pedestrian bridges, and other site structures. PACE offers feasibility studies, seismic evaluations, and seismic upgrade designs for existing building and non-building structures.

## ENVIRONMENTAL

PACE offers permitting and environmental compliance services in coordination with support from other team members and as required by the City. PACE is familiar with all facets of current federal, state, and local permitting requirements. They routinely design and implement projects to comply with the myriad of environmental regulations facing land improvement projects under today's agency regulations. PACE is available to provide support with SEPA and with identification of the permitting and regulatory requirements associated with park and frontage improvements.



*Island County NMTP Open House*



*Lake Goodwin Park*



*Mukilteo Lighthouse Park*

# KEY PERSONNEL



## **Connie Reckord, PLA, LEED AP** **Principal, Landscape Architect** **MacLeod Reckord PLLC**

Connie has 40 years of experience in landscape architecture with an emphasis on civic planning, park planning and design, and local and regional trail design. She has managed a range of project types from planning through design and construction administration, giving her a pragmatic understanding of how early planning decisions affect the success of later project implementation. Connie assists clients and communities in finding effective solutions to challenging problems through an understanding and balance of agency mandates, physical constraints and opportunities, and user demands.

### **Education**

Bachelor of Science  
Landscape Architecture  
*University of Virginia*

### **Registration**

Landscape Architect  
*Washington, Oregon*  
CLARB Certified  
LEED Accredited

### **Professional Affiliations**

American Society of  
Landscape Architects  
CLARB  
US Green Building Council  
Greenroads

### **Project Role: Project Manager**

Connie's responsibilities will include contracting, client correspondence, staffing and schedule management, involvement in project programming and alternatives development, supporting public outreach effort, and QA/QC.

### **Project Specific Capabilities**

- Accomplished project manager and designer of parks, Complete Streets, and non-motorized facilities for multiple public agencies
- Collaborative leadership style ensures all project/community issues considered
- Engaging public outreach facilitator with a range of strategies to achieve consensus
- Flexibility in project approach and deliverables to meet challenging deadlines and budgets

### **Representative Projects**

#### **Morrill Meadows / East Hill Park and YMCA *City of Kent / YMCA of Greater Seattle***

Project Manager for the City of Kent's first YMCA activity center at the Morrill Meadows/East Hill Park site overseeing master planning, design documentation, and construction. The master plan included the new building, parking, and outdoor sport courts, an expanded play area, including separate age-appropriate areas, integration of selected play elements into the wooded surroundings, drainage improvements, and parking lot expansion. A range of low-impact development measures are incorporated into the plan to address the site's significant location in the watershed.

#### **Covington Community Park *City of Covington***

Principal in Charge for master planning and Project Manager for site design of this 30-acre community park in Covington. The master plan incorporates an expansive program of state of the art active recreation facilities, passive amenities, regional trail connections, and wetland protection and mitigation, all with multiple layers of protective easements and environmental constraints. Recreational improvements include lighted, multi-purpose fields for baseball, softball and soccer, community buildings to support those facilities, an educational shelter, performing arts stage, picnic facilities, trails for both pedestrians and bicyclists, and a destination multi-aged children's play area.

#### **Riverfront Development *City of Everett***

As Project Manager for the master plan of the public amenities portion of a planned mixed-use commercial and residential development on a 200-acre brownfield site along the Snohomish River, Connie guided the master planning and implementation of multiple phases of this project. Program included extension of the regional Snohomish Riverfront Trail, street improvements to link with a new transit facility, expansive wetland creation and enhancement, and creation of a signature park that serves as a destination and focal point for the new community.

#### **Ebey Waterfront Park Expansion *City of Marysville***

Connie was Project manager for this updated and expanded Master Plan. The project includes development of a major new urban waterfront park on Ebey Slough with a watercraft center and hand carry boat launch facilities, large venue performing stage, flexible open green space, connection to the regional Qwuloolt Trail, and street frontage plaza designed for multiple uses including fairs, festivals, and other community gatherings. The park is the first newly redesigned facility as part of a comprehensive City plan to redevelop and revitalize the historic downtown core of Marysville. The park design creates opportunity for urban connections to the park and waterfront from the downtown.

#### **Centennial Trail and Trailheads *Snohomish***

Over a 20-year period Connie was Project Manager and trail designer for 20 miles of this award-winning regional trail in Snohomish County. As part of the design and construction, MacLeod Reckord provided concept design for 8 trailheads ranging in size from ½ acre to over 100-acres, and final design for initial phases of each. Trailheads included parking for standard vehicles and horse trailers, restroom facilities, campground areas dedicated for non-motorized and equestrian visitors, ADA-only access and parking for remote access to lakefront, viewpoints and boardwalks, equestrian hitching and gathering areas, interpretive signage, historic orchard restoration, and extensive wetland and critical area enhancement and mitigation.



**David Saxen, PLA**  
**Associate, Landscape Architect**  
**MacLeod Reckord PLLC**

David is a landscape architect and urban designer with over 20 years of experience working on trail and streetscape projects in Washington, California and Idaho. He has worked with a broad range of stakeholders in developing trail, urban design, and non-motorized facility plans, and has authored many master plans and feasibility studies. David takes a pragmatic approach to design of the public realm, striving to balance the competing needs of residents, visitors, business and property owners, transit agencies and utility companies. He employs a relaxed and unbiased approach to community involvement that honors the perspective of each stakeholder.

**Education**

Master of Landscape Architecture,  
 Certificate of Urban Design  
*University of Washington*

Bachelor of Arts,  
 Art History and Visual Arts  
*Princeton University*

**Registration**

Landscape Architect  
*Washington*

**Professional Affiliations**

Association of Pedestrian and Bicycle Professionals  
 League of American Bicyclists  
 Cycling Instructor

**Project Role: Urban Designer and Non-Motorized Planner**

David's responsibilities will include urban and non-motorized trail planning and design, streetscape planning and design, public engagement questionnaire development and implementation, base mapping, and writing the master plan report.

**Project Specific Capabilities**

- Expertise in non-motorized trail planning and design
- Accomplished technical writer and editor for design reports and master plans
- Accomplished planner and knowledgeable in GIS mapping, data evaluation, and public survey software
- Expertise in developing public opinion survey questions and summarizing data

**Representative Projects**

**Second Street Corridor Plan, City of Snohomish**

Project Manager and Lead Designer for a transformative plan to redesign and revitalize the Second Street Corridor, a 15-block long primary corridor through historic Downtown Snohomish. The planning and design effort explores a range of Complete Street concepts to shift the balance among autos, bicycles and pedestrians, enhance cross-corridor connections between historic business and residential districts and suggest a range of urban design. Project development included full PS&E documentation through 90% at which point the City began to implement utility upgrades throughout the corridor that are necessary prior to the final streetscape improvements.

**Kingston Complete Streets Plan, Kitsap County**

Project Planner and report author for the initial phase of this study which provided assessment and conceptual project design for Complete Streets in the Kingston community. The plan makes recommendations for policy, site specific improvements, destination connectivity, and design standards. The initial phase of work was completed while with another firm but provided preliminary information for MacLeod Reckord's final Plan and Report.

**Discovery Road Bikeway and Sidewalk Project, City of Port Townsend / SCJ Alliance**

Project Manager supporting the larger team for the Discovery Road improvement project in Port Townsend. Tasks include assisting with community involvement and providing conceptual plans, final design and construction documents for new sidewalks, bicycle facilities, pocket parks and green stormwater facilities. The project included an alternatives analysis of potential bicycle facilities that will support cyclists of all ages and abilities. The alternatives analysis reinforced community consensus and helped the city secure a \$2.6 million grant from the State Transportation Improvement Board. The project will complete a critical gap in the city's bicycle network and provide safe and comfortable access to a new elementary school for families biking and walking.

**Bayview Trail Connector, Cities of Marysville and Lake Stevens**

Project Manager for the Marysville to Lake Stevens Connector Trail and providing site inventory and analysis, alternatives evaluation, conceptual design of preferred plan, trail design, bike lane and sidewalk design, confirmation of ADA compliance, public outreach lead, and final documentation.

**Eastrail Trail Crossings, City of Woodinville / KPFF Consulting Engineers**

Project Planner supporting the team lead and responsible for assessing alternative crossing and mixing zone designs for this intersection of three major regional trails at WSDOT SR 202. David also developed conceptual design for trail and wayfinding signage that will reflect the importance of accommodating growing tourism in this winery and brewery district.

**Mercer Island Parks, Recreation and Open Space Plan, City of Mercer Island / Conservation Technix**

Project Planner for assessment of Mercer Island's developed and undeveloped parks, open spaces, and trail system throughout the city. The scope included evaluating existing conditions, identifying potential improvements, and developing planning level cost opinions. The evaluation provided information and data supporting park level of service assessments, informed a needs assessment and a prioritization strategy for development, and provided information for the Capital Improvement Program.





**Arielle Farina-Williams, PLA, LEED AP**  
**Associate, Landscape Architect**  
**MacLeod Reckord PLLC**

With 15 years of experience in park and trail planning, design, and construction, Arielle has focused on civic facility design with site-specific, community centered, urban design solutions on projects varying from neighborhood to community scale. She is able to effectively develop a range of compelling and creative design alternatives based on variable program components. Her adaptable design process balances site constraints, ADA access, stakeholder needs, design intent and thoughtful detailing. She efficiently collaborates with team members on integrated design of structures in the landscape and contributes a valuable perspective on ways to achieve more sustainable and context-sensitive solutions. She has been lead designer for numerous successful park, plaza, trail, streetscape improvement, educational campus, and restoration projects.

**Education**

Master of Landscape Architecture  
*University of Washington*

Career Discovery Program in Landscape Architecture  
*Harvard University*

Bachelor of Arts Sustainable Agriculture  
*University of Massachusetts*

**Registration**

Landscape Architect  
*Washington*

**Professional Affiliations**

American Society of Landscape Architects  
 LEED Accredited Professional

**Project Role: Project Landscape Architect**

Arielle's responsibilities will include leading the park planning and design effort, integration of the trail and frontage improvement interface with the park, park program development, graphics production and management, cost estimating and SEPA checklist completion.

**Project Specific Capabilities**

- Park, civic, and non-motorized facility project management and lead design expertise from early planning through final design and construction
- Adept in managing project budget, team resources, and project schedule
- Provides comprehensive research, analysis, and evaluation for a wide range of project types
- Extensive experience developing thorough final reports that guide future decision making and construction documentation

**Representative Projects**

**Veterans Park Master Plan, City of Mountlake Terrace**

Project Manager and Lead Designer responsible for alternatives analysis, supporting public outreach with graphics and on-line narrative, technical memoranda, and final report. As part of the Recreation, Parks and Open Space Plan update, MacLeod Reckord developed a master plan for the City's Veterans Park that will guide future decision-making and development in the park. This treasured park features old-growth natural areas, a children's play area, gazebo, veterans' memorial, picnic areas, and an extensive trail system. Planned improvements include an asphalt ADA-accessible trail with lighting, connecting the Town Center with the future Link light rail station.

**Ober Park, Vashon Park District**

Project Manager and Lead Designer for a new multi-generational 'Playground for All' at an existing downtown park on Vashon Island. The design provides new play and fitness equipment suited for all age and demographic groups, in particular, youth and seniors which are underrepresented within the community. The project design focused on assessing existing equipment for accessibility and retention, integrating new equipment with pieces to be retained, providing ADA access to all equipment and path systems and minimizing impact to critical areas.

**Ebey Waterfront Park Expansion, City of Marysville**

Project Landscape Architect responsible for developing alternatives and Project Manager for preliminary and final design, documentation, construction administration, and cost estimating for the first phase. The project includes development of a major new urban waterfront park on Ebey Slough with a connection to the regional Qwuloolt Trail, flexible open green space, a street frontage plaza designed for multiple uses including fairs and festivals, a children's play area, storm water treatment facility, watercraft center with hand carry boat launch facilities, large venue performing stage, and ADA access throughout. The park design creates a central gathering space downtown, celebrates the connection to the waterfront, and is the first newly redesigned facility as part of a comprehensive City plan to redevelop and revitalize the historic downtown core.

**Mountlake Terrace Civic Campus, City of Mountlake Terrace**

Project Manager and Project Designer providing conceptual design alternatives through preliminary and final design and construction support. The project included a new public gathering space, pedestrian-oriented frontage improvements, new city hall, police station expansion, and parking lot expansion. The civic campus is located adjacent to Mountlake Terrace's planned Town Center and contributes to the City's the goal of providing vibrant, walkable destinations.

**Pipeline Trail, Pierce County Parks & Recreation**

Project Designer for the early planning phases and Project Manager for the final design and construction phases of this 5-mile trail segment that extends from the existing Tacoma Water Pipeline Trail to Puyallup and large trailhead development at the 160-acre Orangegate Park. Arielle was responsible for developing alternatives, advancing the preferred concept, generating cost estimates and preparing final graphics for public outreach and grant application.



**Phil Cheesman, PE**  
**Vice President, Civil Engineer**  
**PACE Engineers, Inc.**

Phil has over 36 years of experience in all aspects of land development, including commercial, municipal, street, park, and trail projects. Phil typically designs and manages a broad spectrum of projects, including those with parking, roadway, grading, drainage, and utility improvement requirements depending on specific site needs. Phil has successfully managed PACE's civil design team on a number of park and trail projects, including Covington Park, Angle Lake Park, Cape Disappointment State Park, Martha Lake Airport Community Park, Sand Hill Park, Lake Goodwin Park, Shoreline Interurban Trail, Centennial Trail, Cedar River Trail, North Creek and Nickel Creek Trails. Throughout his diverse project experience, Phil has effectively coordinated complex site issues and addressed regulatory agency concerns leading to expedient project permit approvals on-schedule and within budget.

**Education**

B.S., Civil Engineering  
University of Washington

**Registration**

PE, Civil Engineer, Wash-  
ington, #26901  
LID Certification, Post Gradu-  
ate Studies, Washington State  
University Extension

**Professional Affiliations**

American Society of  
Landscape Architects  
LEED Accredited Professional

**Project Role: Lead Civil Engineer**

Phil's responsibilities will include supporting the preliminary planning with input on stormwater facility design for parking and access road areas, frontage improvements, utility/infrastructure improvements, cost estimating, and SEPA support.

**Project Specific Capabilities**

- Senior Principal Engineer with time-tested strategies for on-time project delivery to ensure quality control
- Knowledgeable in stormwater facility design and LID park and trail strategies as applicable to design and construction
- Collaborates effectively with surveyors, landscape architects, and environmental scientists from concept level through construction of park, trail, and trailhead related work
- Extensive park and trail design, utility and roadway design, and construction engineering experience

**Representative Projects**

**Covington Community Park, City of Covington / MacLeod Reckord PLLC**

Principal Engineer for providing surveying and engineering design for design of this 30-acre park. Improvements included a natural grass soccer field, two parking lots, spectator seating area, street frontage improvements, multiple storm drainage detention ponds, biofiltration swales, all utilities for structures, trails, and pedestrian bridges. PACE provided structural calculations and design review of the pedestrian bridges and prepared final civil engineering plans, specifications, and cost estimates, and provided bidding and construction support.

**Angle Lake Park, City of SeaTac / MacLeod Reckord PLLC**

Principal Engineer for providing civil design for approximately 8 acres along the shores of Angle Lake. Improvements included a new spray play facility, expanded restroom facilities, new shelters, beach area improvements, and reconfigured parking areas. PACE provided design plans for temporary erosion-sedimentation control (TESC), storm drainage, water, and sanitary sewer services. PACE also provided bidding and construction support and the Notice of Intent and Surface Water Pollution and Prevention Plan for the NPDES permit.

**Hickman Park, City of Edmonds / MacLeod Reckord PLLC**

Principal Engineer for providing survey, engineering design concepts, design development, and final civil engineering construction documents for developing 5.6 acres of this 11.2-acre park site. Work elements included demolition, TESC, storm drainage, and road frontage improvements. PACE also incorporated a City-designed regional storm drainage flow control system that was constructed as part of this project. Existing conditions presented challenges as an existing water line and gas line were found to be located directly under the proposed gutter line alignment of the 104th Avenue W frontage improvements, thus conflicting with new storm facilities. PACE provided a design for the stormwater conveyance line to be placed behind the sidewalk to avoid the existing utilities and keep storm structure lids out of the bicycle lane.

**Reiter Foothills Offroad Parking Lot, Washington State Dept. of Natural Resources / Gold Bar, WA**

PACE prepared final plans, specifications and cost estimates for 3-acre paved recreational parking lot, perimeter ditches, storm water detention pond and pad for a prefabricated restroom building. This project area is located on a 191-acre parcel outside of the Urban Growth Area owned by the Department of Natural Resources, located northeast of Reiter Road and southwest of the Austin Creek/Reiter Road culvert crossing. Design consisted of site geometric layout, temporary erosion-sedimentation control, grading, and storm water management. Siting of improvements respected adjacent steep slope, wetland and stream critical area setbacks. As Senior Principal Engineer, Phil was responsible for overall project operations and quality assurance on design elements.

# □ PROJECT APPROACH

Our Project Approach is divided into three parts: Design Issues, Work Plan, and Timeline. In developing a successful project approach, first we identify the **Design Issues**, the key physical challenges posed by the site and program. With this information, a **Work Plan** (with Deliverables identified) and **Timeline** can be developed. The City has outlined a Preliminary Scope of Work in the RFQ which will guide the initial scoping process, but this overall Project Approach serves as a starting point to be refined after more in-depth discussion with the City.

## Design Issues

### CONTINUITY

The publicly owned parcels ranging from North Park to Charter Park, including City Hall and the Public Safety Building, are a terrific asset and organizing feature for the City of Orting. These parcels form a linear “Civic Square” with a strong community identity and sense of place. However, the continuity of these blocks is disrupted by the wide cross streets, low granite walls, mature trees, and park structures. The channelization, parking configuration, surfacing materials, planting, and lighting along the adjacent streets could be redesigned to provide better continuity between the park blocks while maintaining smooth traffic flow and parking capacity.

The interface between the park blocks and Washington Avenue/SR 162 and Van Scoyoc Avenue could also be more integrated and inviting. Some strategies might include pedestrian improvements along Washington Avenue that provide visual and physical connections to park amenities and the adjacent retail; and traffic calming improvements such as curb extensions or planting that is acceptable to WSDOT throughout the corridor.

The gravel parking lots on the south edge of the Main Park blocks could be redesigned to be more efficient, less visually obtrusive on the park, and ADA compliant. The park’s planting could be modified to visually break up parking, expand the park, and better integrate it with the surrounding city.

*MacLeod Reckord’s Second Street project in the City of Snohomish improved the continuity of several disparate downtown blocks by modifying channelization, providing curb extensions, and adding planting and historically appropriate lighting.*

### HIERARCHY OF SPACES

Since the Main Parks comprise several different blocks in the downtown, defining spatial hierarchy throughout the parks and creating an identifiable center will be an important component of the master plan. The community and stakeholders can help identify such spaces in the design alternatives. For example, the Bell Tower is an important community landmark that the park design could embrace and celebrate. As was mentioned at the informational site visit, one alternative could include vacating Train Avenue at the Bell Tower and developing a multi-purpose plaza and splash pad or another central feature.

*MacLeod Reckord has designed splash pads that are incorporated into the urban design of a park, such as at Millennium Plaza Park and Foothills Park in Lake Oswego, Oregon, or can be stand-alone destination features such as the expansive facility at Angle Lake Park in SeaTac.*

### COHERENCE

The Main Park blocks and Charter Park offer myriad well-used and loved features that have been added over time, but they lack coherence. For example, although the play structure, jungle gym, swings, and merry-go-rounds are in proximity to each other, they are separate playground elements each enclosed by concrete headers that preclude children with limited mobility from easily exploring all areas. Reorganizing these disparate playground elements into a



Hickman Park



Millennium Plaza Park



Ober Park



more coherent play area with an accessible surface will make the space more compelling and accessible to all.

*Ober Park Playground for All was a project that re-imagined an existing play area to provide ADA-compliant play and fitness equipment within the footprint of an existing playground. New surfacing and ADA ramps, along with transfer platforms ensured the entire area was accessible to all.*

A key objective of the master plan will be to work with the community to better define districts or activity zones within the park that each have a unique character and feeling within the overall framework of the park. There is a broad range of program elements identified in the Parks, Trails, and Open Space Plan including a splash pad, pickleball courts, an enhanced pump track, additional parking, a performance space, plaza at Orting Station. Our team is prepared to work with staff and the community to evaluate, rank, and configure which program elements are most appropriate for this site.

*Our Morrill Meadows project successfully integrated several different program elements into the site of a new YMCA facility.*

### LEVERAGE THE FOOTHILLS TRAIL

The park serves as a trailhead for the Foothills Trail, an important recreational and economic asset for the city, but there may be opportunities to enhance and visually celebrate the trail through the park. The visibility and safety of the trail street crossings, especially at Calistoga Street and Bridge Street/SR 162, could be improved in a variety of ways. In conjunction with reconfiguration of the gravel parking lots, the trail could be realigned to create a wider and more useable green space or provide an adjacent but dedicated path for people on foot to reduce conflicts between people biking and walking on busy days. If enhanced and emphasized, the Foothills Trail can serve as the common thread between the park's different activity zones improving the coherence of the park blocks.

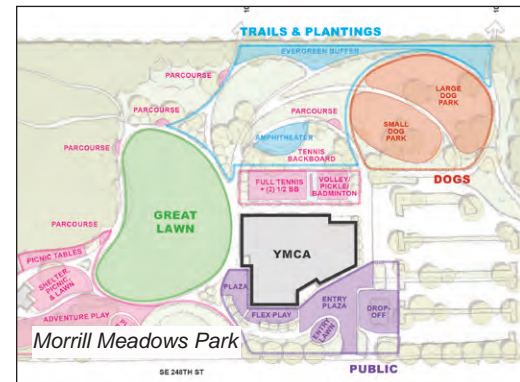
*MacLeod Reckord has designed numerous regional trails, including trailheads, trail amenities and branding, and safe trail crossings, such as the Burke Gilman Trail, Centennial Trail, Pipeline Trail, and Eastrail.*

### BALANCE OF TREES

The park has an abundance of relatively mature trees that provides character and identity but also creates some challenges. In particular, the row of fir trees in Main Park and the row of cedar trees in North Park trees bifurcate the park into two linear spaces. This row of evergreen trees also blocks views into and across the park creating a visual barrier between the respective blocks in the downtown. While the combination of evergreen and deciduous trees provides needed shade in the summer, the solid row of evergreens shades the north side of the park for much of the year making it less inviting in winter months.

The master planning process should weigh the benefits and disadvantages of these trees and explore alternatives that might improve visibility, open views to Mount Rainier, improve microclimate of some park programs, and define space that might more readily reflect a "town green." Selective tree thinning is also an important strategy to improve the health of dense tree stands to create space for the healthiest trees to mature and expand.

*Strategic forest management and selective tree thinning was an important part of MacLeod Reckord's plan for Veteran's Memorial Park in Mountlake Terrace. The trees within the park are a valued part of the landscape but their high density resulted in tall trees with excessive lower branch die off. Selective thinning was proposed to improve the health of the overall tree stand and allow the remaining trees to flourish while creating openings for gathering areas.*



# Work Plan

The following Work Plan for the Orting Main Parks Master Plan responds to the design issues noted previously and defines tasks and deliverables outlined in the preliminary scope of work in the RFQ.



## PHASE 1

- 1 PROJECT INITIATION:** Initiate the scoping and contracting process, establish the schedule, identify project milestones, confirm master plan goals, and confirm City staff, committees, and other agency review process and procedures. Review and synthesize previous planning efforts and recommendations.

*Deliverables include Final Scope and Contract, Project Schedule, Summary of Relevant Master Plan Issues, and Goal Statement.*

- 2 SITE ANALYSIS AND REPORTING:** Develop a base map from existing surveys and maps, GIS data, aerial photos, and site visits. Complete a site analysis including current uses, views, access, environmental issues, utility assessment, and traffic and parking. Develop Opportunities and Constraints graphic from analysis of inventory.

*Deliverables include Opportunities and Constraints Map, Graphics and photographs as needed to convey information.*

## PHASE 2

- 3 PUBLIC OUTREACH PLAN:** Develop and implement a comprehensive public outreach plan and incorporate a methodology for receiving and presenting feedback.

*Deliverables include Public Outreach Plan, Public Outreach Delivery and Summary Materials for the life of the project.*

- 4 PROGRAM ALTERNATIVES AND EVALUATION:** Identify an appropriate range of program elements for consideration based on the 2022 Parks, Trails, and Open Space Plan, current public and staff input, and current and relevant park design strategies.

*Deliverables include Program Alternatives, Summary of Land Use Analysis, and Recommended Program Statement.*



# PHASE 3

**5 ALTERNATIVE CONCEPTUAL PLANS AND ILLUSTRATIVES:** Explore and express three design alternatives for the park based on varying combinations of selected program options. Components likely include existing structures, park amenities, circulation, access and parking, potential phasing, and other elements as appropriate to the program.

*Deliverables include Conceptual Design Alternatives, Planning Level Cost Estimates, Evaluation Criteria Matrix, Feasibility Evaluation Matrix, and Illustrative Exhibits for Public Review.*

**6 DRAFT PREFERRED PLAN:** With input from the City and public, refine preferred alternative, provide draft for review by City, then final for public review and input. Identify potential grant/funding opportunities, timelines for grant application, and/or strategies for funding partnerships.

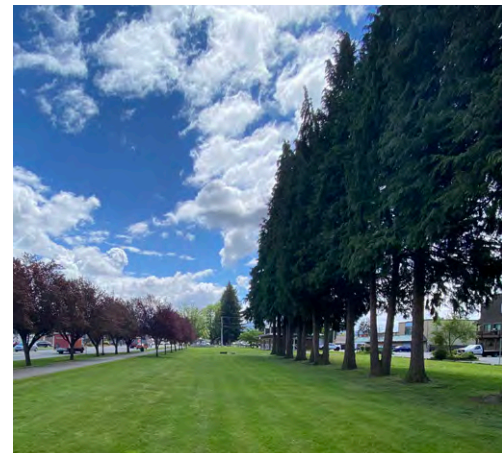
*Deliverables include Draft Preferred Plan Graphics and Draft Report, Cost Estimate, and Phasing Plan.*

**7 FINAL MASTER PLAN:** Finalize preferred alternative plan and all graphics, develop draft and final master plan report and define phased development. Support the City with presentation to public and/or Council. Finalize master plan for adoption.

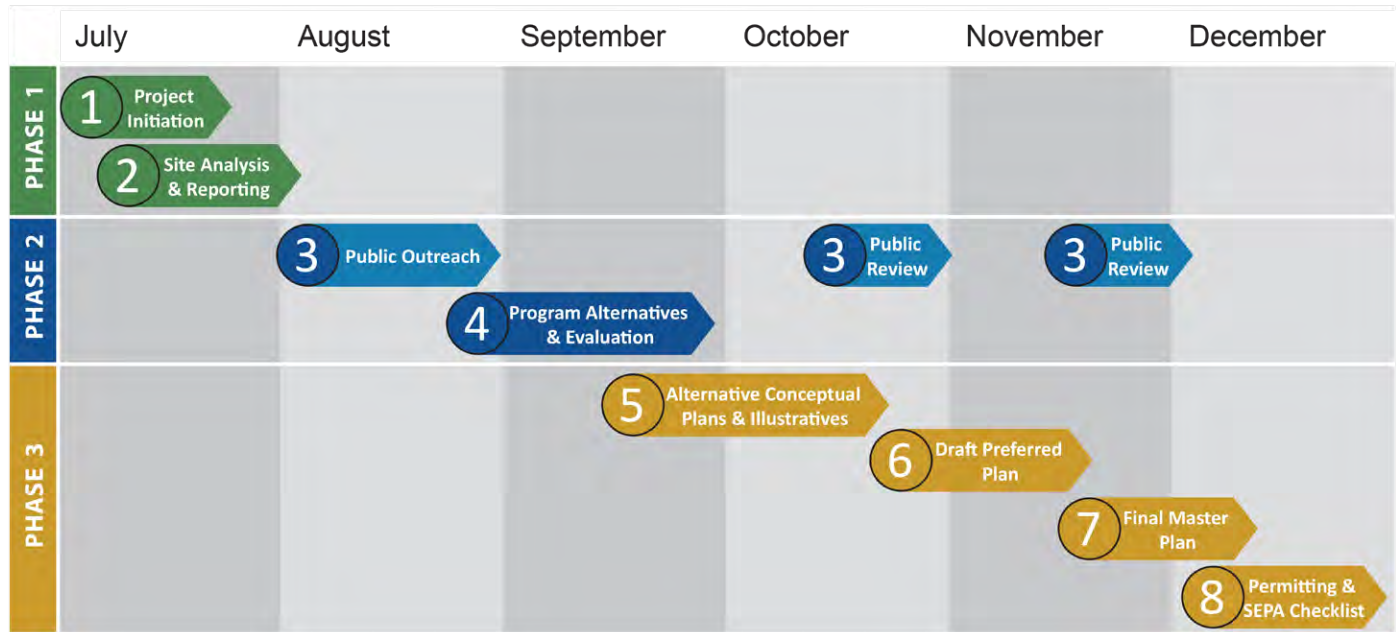
*Deliverables include draft and final Master Plan Graphics and Report, Cost Estimate, and Phasing Plan.*

**8 PERMITTING AND SEPA CHECKLIST:** Identify permitting and regulatory requirements and deadlines. Develop the draft and final Programmatic SEPA Checklist for the Final Master Plan.

*Deliverables include draft and final SEPA Checklist.*



# □ TIMELINE



# □ PROPOSED BUDGET

	Personnel	Connie Reckord, Principal	David Saxon, Associate	Arielle Farina-Williams, Associate	James Day, Landscape Designer	Charlene Bujacich, Administration		
	Role	Project Manager	Planner	Landscape Architect	Landscape Designer	Document Support		
	Rate	\$210	\$160	\$160	\$125	\$125	Total Hours	Total Task Fee
<b>PHASE 1</b>	Site Investigation and Analysis	5	24	8	12	3	52	\$8,000
<b>PHASE 2</b>	Park Program	9	34	16	0	1	60	\$10,000
<b>PHASE 3</b>	Master Plan Development	8	64	38	38	10	158	\$24,000
<b>Civil &amp; Environmental</b>								\$3,000
<b>Total</b>								<b>\$45,000</b>



# □ REFERENCES

**Brian Levenhagen, Deputy Parks Director**  
City of Kent  
(253) 856-5100, BJLevenhagen@kentwa.gov

- Morrill Meadows Park / YMCA
- Lower Russell Road Levee
- Milwaukee II

**Jeff Laycock, City Engineer**  
City of Marysville Engineering Department  
(360) 363-8274, jlaycock@marysvillewa.gov

- Ebey Waterfront Park Expansion

**Mark Epstein, Engineering Project Manager**  
City of Bainbridge Island  
(206) 780-3721, mepstein@bainbridgewa.gov

- Sound to Olympics Trail

**Brianne Blackburn, Trails Coordinator**  
Pierce County  
(253) 798-4261,  
brianne.blackburn@piercecounitywa.gov

- Pipeline Trail

**Ethan Newton, Director**  
City of Covington Parks and Recreation  
(253) 480-2481, enewton@covingtonwa.gov,

- Covington Community Park

**Tom Hood, Senior Engineer**  
City of Everett Engineering & Public Services  
(425) 257-8809, thood@everettwa.gov

- Riverfront Development





# □ RELEVANT WORK



## Covington Community Park

Covington, Washington

### REFERENCE

Ethan Newton, Parks & Recreation Director, Covington Parks & Recreation  
253-480-2481,  
enewton@covingtonwa.gov

### CONSTRUCTION COST

\$10.7M - Master Plan  
\$1.4M - Phase 1;  
\$7.22M - Phase 2

This 30-acre community park in Covington exemplifies the full range of challenges and the inherent complexity of park planning in today's growing communities. MacLeod Reckord developed a master plan that incorporates an expansive program of state of the art active recreation facilities, passive amenities, regional trail connections, and wetland protection and mitigation, all with multiple layers of protective easements and environmental constraints. Recreational improvements include lighted, multi-purpose fields for baseball, softball and soccer, community buildings to support those facilities, an educational shelter, performing arts stage, picnic facilities, trails for both pedestrians and bicyclists, and a children's play area. Fully half the site, with sensitive areas and mature woodland, is constrained from development with a conservation easement held by Forterra. The master plan successfully provides a transition between active, structured play areas and protected lands with a hierarchy of trails, transitional planting, and appropriate siting of buildings and amenities. The master plan identifies a phased development strategy, and the second phase is complete.

MacLeod Reckord was prime design consultant and PACE Engineers provided survey and civil engineering. Connie Reckord was Principal in Charge for the master plan and Project Manager for design phases; Arielle Farina Williams was Project Designer during final design and supported the Construction Administration effort. Phil Cheesman was Engineer of Record providing all civil engineering for the park and road frontages, and PACE survey provided survey of the park site.





## Morrill Meadows Park / YMCA

*Kent, Washington*

### REFERENCE

*Brian Levenhagan,  
Deputy Parks Director,  
253-856-5116bjlevenhagen@  
kentwa.gov*

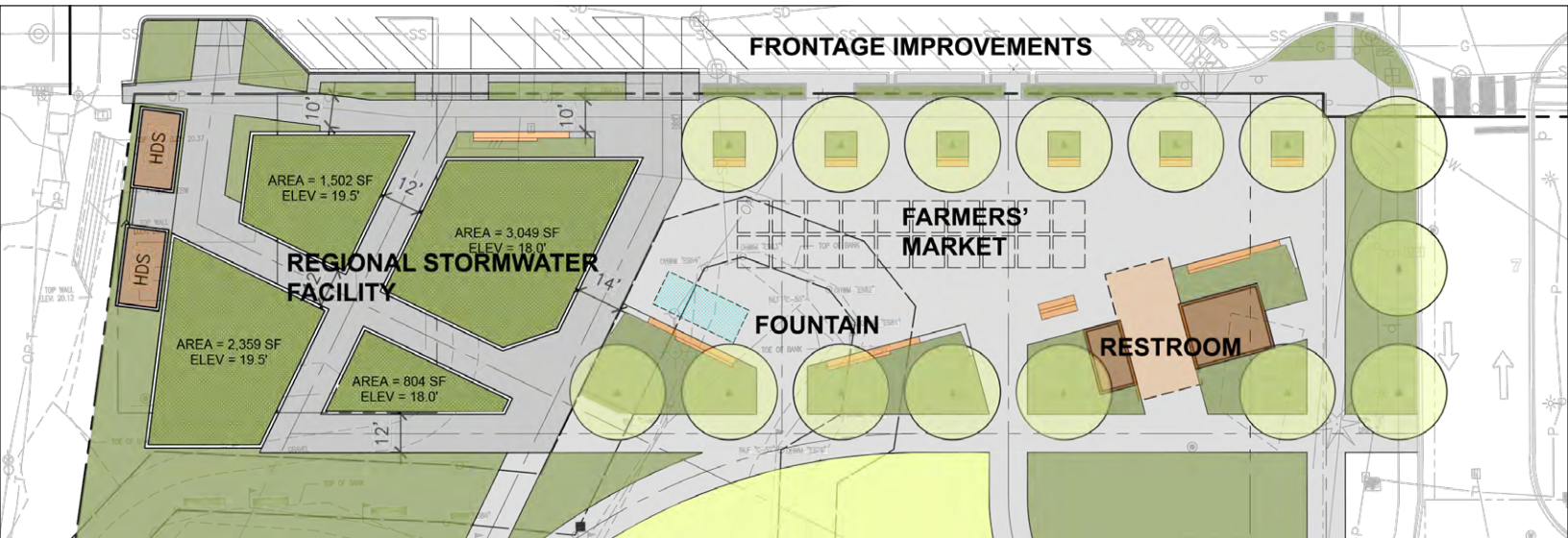
### CONSTRUCTION COST

*\$7.3M - Master Plan  
\$33M - incl bldg  
\$6.6M - Site Work*

The City of Kent worked with the YMCA of Greater Seattle to include the community's first activity center at the Morrill Meadows / East Hill Park site. MacLeod Reckord provided the master plan, design documents, and construction administration services. The master plan included programming, evaluation of a range of alternatives, and a final comprehensive plan for fully integrating the two park sites. The final development plan included the new YMCA building, planned in collaboration with the architect and contractor; a multi-generational game and event plaza with an outdoor fireplace, multi-use sport courts, an off-leash dog park, and open space for festival and market venues. A range of low-impact development measures are incorporated into the plan to address the site's significant location in the watershed and to manage increased stormwater from parking and building development. The greatest challenge, and at the center of the plan's success, is the integration of public with private (membership only) uses of the exterior courtyards, mixed-use plazas, Great Lawn, and sport court facilities. The master planning process included extensive public outreach to ensure the multi-generational and diverse local residential community, as well as the entire Kent community, was involved throughout the process. The project successfully received LEED Silver certification and was opened in Summer 2019 to enthusiastic community support.

MacLeod Reckord was prime design consultant and PACE engineers provided survey and civil engineering. Connie Reckord was Project Manager and Phil Cheesman was Engineer of Record for the project.





# Ebey Waterfront Park Expansion

Marysville, Washington

## REFERENCE

Jeff Laycock, City Engineer,  
City of Marysville,  
360-363-8274,  
jlaycock@maryvillewa.gov

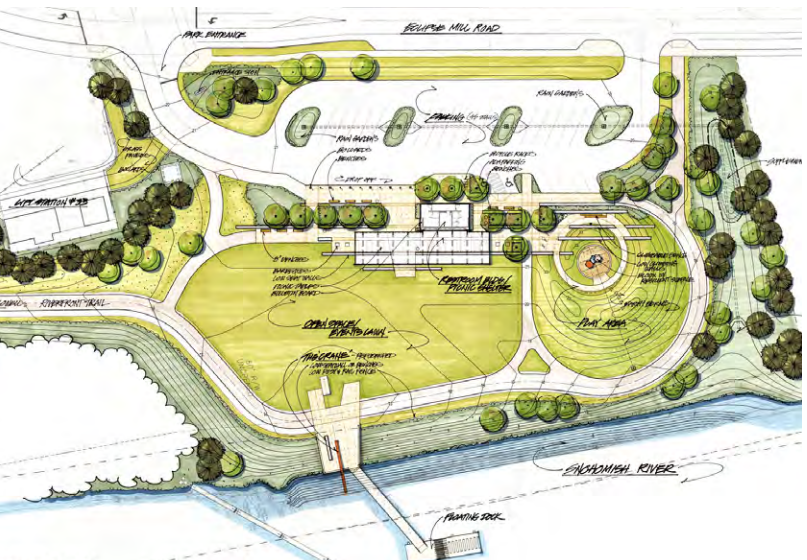
## CONSTRUCTION COST

\$22.5M - Master Plan  
\$455,000 - Ph 1, Landscape  
component only

MacLeod Reckord provided conceptual design alternatives, preliminary design, and permit documentation for an expansion of Ebey Waterfront Park. The project includes development of a major new urban waterfront park on Ebey Slough with a watercraft center and hand carry boat launch facilities, large venue performing stage, flexible open green space, connection to the regional Qwuloolt Trail, and street frontage plaza designed for multiple uses including fairs, festivals, and other community gatherings. The park is the first newly redesigned facility as part of a comprehensive City plan to redevelop and revitalize the historic downtown core of Marysville. The park design creates opportunity for urban connections to the park and waterfront from the downtown. Additional program elements include an expansive regional stormwater facility, increased and reconfigured parking, an expanded waterfront dock and float system, children's play area and waterfront viewing areas.

MacLeod Reckord was prime consultant for the master plan phase as well as a follow up concept alternatives evaluation for an adjacent property that was later added to the project. Connie Reckord was Project Manager and Arielle Farina-Williams was Project Landscape Architect for the master plan. In development of phase 1, Connie was Principal in Charge and Arielle was Project Manager for the final design and construction administration.





# Riverfront Development

Everett, Washington

**REFERENCE**  
*Tom Hood, Principal Engineer. Everett Engineering & Public Services, 425-257-8809 thood@everettwa.gov*

**CONSTRUCTION COST**  
 \$35M - Master Plan;  
 \$4M - Phases 1 - 3

The City of Everett, in a joint development agreement with a private developer, selected MacLeod Reckord to develop the master plan and phased development plans for the public amenities portion of a planned mixed-use commercial and residential development on a 200-acre brownfield site along the Snohomish River. Project elements included an extension of the regional Snohomish Riverfront Trail, local trail connections, boardwalks and viewpoints, picnic areas, existing park renovation, major wetland enhancement and riverbank stabilization work and street improvements to provide connection with the transit facility. The project included creation of a new signature park that serves as a destination and focal point for the new community with restroom, play area, open space, and a river access dock and float. All improvements integrate with adjacent commercial and residential development.

MacLeod Reckord was prime design consultant; Connie Reckord was Project Manager for the master plan and all phases of development. Arielle Farina-Williams was Project Designer for the play area associated with the signature park.





## Bayview Trail Connector

*Marysville and Lake Stevens, Washington*

### REFERENCE

*Steven Miller, Senior Project Manager, City of Marysville Public Works, 360-363-8285  
smiller@marysvillewa.gov*

MacLeod Reckord is working with the City of Marysville, in collaboration with the City of Lake Stevens, to develop a 4.7-mile trail extension of the Bayview Trail within Marysville, extending south through Lake Stevens to connect to the Lake Stevens Westside / Powerline Trail. This important segment will complete broader connections to the regional Centennial Trail as well as numerous on-street connections in the Lake Stevens Center and beyond. The project traverses challenging terrain and critical areas with expansive wetlands and fish-bearing streams through multiple power-line corridors with on-street connections. Other challenges include the multifaceted ownership and operation of utility franchises along the corridor. The project will include segments of separated shared use path, on road bike lanes and sidewalks, a range of crossing treatments of major arterials and minor collectors, and selected trailhead improvements as space and budget allow, all designed to accommodate access for the utility providers.

MacLeod Reckord is prime design consultant. Connie Reckord is Principal in Charge and David Saxen is Project Manager.

### WEBSITE

<https://www.marysvillewa.gov/1220/Bayview-Trail-Connector>

Community questionnaire site created by MacLeod Reckord  
<http://mpt.link/BayviewTrailConnector>





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Summerfest Sponsorship.	<b>AB22-61</b>	<b>CGA</b>		
		<b>7.6.2022</b>	<b>7.20.2022</b>	<b>7.27.2022</b>
	<b>Department:</b> Kim Agfalvi, City Clerk			
	<b>Date Submitted:</b> <b>6.30.2022</b>			
	<b>Cost of Item:</b> <u>\$N/A</u>			
<b>Amount Budgeted:</b> <u>\$N/A</u>				
<b>Unexpended Balance:</b> <u>\$ N/A</u>				
<b>Bars #:</b> N/A				
<b>Timeline:</b> Approval as soon as possible				
<b>Submitted By:</b> Kim Agfalvi				
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application, Resolution 2022-18				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship for Orting Summerfest. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol> <p>The event organizer is asking for tier 2 sponsorship with the use of the City Gazebo, basketball court and City park areas grass (south). They are requesting use of the existing City bathroom facilities and that two portable restrooms are placed in the park. The event organizer is asking that Train Street between Washington Ave and Van Scoyoc be closed so children can cross from the north side of the park to the south side of the park and not have to worry about traffic and is requesting use of barricades.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve Resolution No. 2022-18, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Summerfest.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2022-18**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF ORTING  
SUMMERFEST.**

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**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from Orting Summerfest and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on July 6th, 2022, and recommended approval of the application; and

**WHEREAS**, the City Council finds that Orting Summerfest has been an institution of public service for many years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the local history of husbandry and agricultural assets that are fundamental to the City; and

**WHEREAS**, the City Council finds that Orting Summerfest’s application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that the Orting Summerfest is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s sponsorship of Orting Summerfest, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on Orting Summerfest’s application for

sponsorship, on Sunday, August 28th, 2022 from 8:00am– 3:00pm. The Mayor is authorized to enter into a contract with the Orting Summerfest to memorialize the City’s sponsorship described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27<sup>th</sup> DAY OF JULY, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

---

Charlotte Archer, City Attorney  
Inslee, Best, Doezie & Ryder, P.S.



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-9017 or 253-262-7842  
 Fax: 360.893.6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs/walks that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancellation of the event. **Applicant initials:** KF

NAME OF APPLICANT: Karie Franks

NAME OF ORGANIZATION: Orting Summerfest / Abundant Life

ARE YOU NON-PROFIT:  Yes [ ] No IF YES, UBI#: 602 434 892

MAILING ADDRESS: PO Box 826 Orting WA 98360

EMAIL ADDRESS: OrtingSummerfest@gmail.com

NAME OF EVENT: Orting Summerfest Block Party

TYPE OF EVENT (parade, festival, etc.): Community Gathering Church Service 10-11

DATE(S) OF EVENT: Sunday, August 28<sup>th</sup> 2022

TIME(S) OF EVENT: Set-Up 8am Start of Event 10am

End of Event 2pm Exit Time 3pm

Food  
Bouncy Houses  
Obstacle Course  
Games, etc.  
11-2



PRIMARY CONTACT NAME: Karie Franks <sup>Cell</sup> PHONE: 253-722-6148  
PRIMARY CONTACT EMAIL: Karie@alccarting.com  
DAY OF CONTACT NAME: Karie Franks PHONE: Same  
DAY OF CONTACT EMAIL: Same  
ALTERNATE CONTACT: Brad Crasley PHONE: 253-222-4403

**FOR ALL SPECIAL EVENTS:**

**TYPE OF EVENT:**

- Festival/Carnival/Fair
- Parade
- Run/Race (If you do not require the use of City parks or facilities, you do not need to complete this application. You will need to submit a separate trail use application.)
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) \_\_\_\_\_

**FACILITIES & PARKS USAGE REQUESTED (See Appendix A for rental rates):**

- BBQ Area
- Basketball Court
- Multi-Purpose Center (MPC)
- Fountain Pavilion
- Gazebo
- City Park grass areas (south)
- Orting Station
- North Park grass area

**If the Event is providing for the following, what arrangements will be in place?**

Will you have additional garbage service and where will they be placed (show on Map)?

No additional needed

Will you have adequate restroom facilities and where will they be placed (show on Map)?

Park Restrooms + City provides 2 portable restrooms

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?

YES. Food will be cooked and served

**ADDITIONAL SERVICES:** Will you need additional services for a Non-Sponsored event, or from the City that are not covered under Tier 1 or Tier 2 for a Sponsored Event?  Yes  No



<u>City Services</u> (please mark all that apply)	<u>Price</u>	<u>Total Price</u>
<input type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Dumpster	\$20/event	\$ _____
<input type="checkbox"/> 2 Standard Portable Restrooms (Delivery/Pick Up/Cleaning)	\$150/event	\$ _____
<input type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____
<input type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____
<input type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ _____
<input type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ _____
*See Appendix A for rental rates**		
<input type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____
Total For Special Event Services		\$ _____
Special Event Fee		\$200
<b>TOTAL TO BE PAID</b>		<b>\$ _____</b>

**BANNER REQUEST:** Please complete the following if you would like a banner in place across Washington Ave./SR 162 before and/or during your event. **Banner message is limited to name, date, and event sponsor. Commercial advertising is not allowed.**

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

Requested period for the banner to be displayed: \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_

**\*The banner may only be across SR 162 for 2 weeks\***

Material Type: \_\_\_\_\_ Size: \_\_\_\_\_ X \_\_\_\_\_ Thickness: \_\_\_\_\_

How many cuts are on banner? \_\_\_\_\_ One sided or two-sided?  One  Two

**VENDORS:** Will there be any vendors?  Yes  No

If yes, vendors are required to purchase a City of Orting Business License through the State of Washington prior to the event **or** the Applicant (Event) must purchase a Blanket License to cover all vendors. (Resolution 2011-12)

It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting.



**PARADE INFORMATION:** Will a parade be part of this event? [ ] Yes  No

If yes, please answer the following:

PARADE START TIME: \_\_\_\_\_ START LOCATION (show on map): \_\_\_\_\_

STAGING AREA – WHERE/WHAT TIME (show on map): \_\_\_\_\_

PARADE ROUTE (show on map): \_\_\_\_\_

WILL HORSES OR OTHER ANIMALS BE IN PARADE? [ ] Yes [ ] No

If yes, approximately how many animals? \_\_\_\_\_

**\*You will be responsible for cleaning up after animals participating in the parade\***

WOULD YOU LIKE THE POLICE OR FIRE DEPARTMENT TO PARTICIPATE IN THE PARADE?

[ ] Yes [ ] No

**OTHER:**

ARE YOU PLANNING TO CLOSE SR 162 (WASHINGTON AVE.) TO TRAFFIC? [ ] Yes  No

If Yes, you will need to coordinate with WSDOT to approve the road closure. Visit <https://wsdot.wa.gov/about/contacts> for more information.

ARE YOU PLANNING TO CLOSE ANY OTHER LOCAL STREETS?  Yes [ ] No

If yes, which streets (show on map)? *between Van Scoyoc & Washington Ave*

*Train Street for safety of kids as they cross from park to park otherwise we don't have to*

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)

*NO*

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)

*Advertising in town and social media - inviting the community*

I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. Initials: *KOF*

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials: *KOF*

I understand that in the planning of activity I must allow for a 20ft access for emergency vehicles and also notify adjacent homeowners and businesses. Initials: *KOF*



Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer. Initials: KAF

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional Insurer (please attach).**

Name of Insurance Company: Farmer's Insurance Company  
Policy Number: 605913783

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: KAF

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property. Initials: KAF

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: [Signature] DATE: 6/13/22

PRINT NAME: Karie Franks

Title/Role with Organization: Executive Pastor / Summerfest Director

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

<u>Mail to:</u> City of Orting Attention: Special Events PO Box 489 Orting, WA 98360	Or	<u>Stop by:</u> City Hall 104 Bridge St S Orting, WA 98360
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**\*If you have questions regarding the application please call (253) 262-7842\***  
**\*\*A receipt showing payment is NOT approval of the event\*\***



## City of Orting Sponsorship Application

**Are you requesting City sponsorship? [ ] Yes [ ] No**

If no, please skip to the *FOR ALL SPECIAL EVENTS*

### **CITY SPONSORSHIP OF A SPECIAL EVENT:**

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy. Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting to answer any questions regarding the request.

Applicants seeking City Sponsorship must meet these baseline criteria, and to qualify for City Sponsorship the event must abide by all requirements of the Policy, including:

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's history.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and the tier of sponsorship requested (Review the Special Event Sponsorship Policy for more information);
- Proof of liability insurance that complies with the terms of Section IV of the City Special Event Sponsorship Policy (you may request a copy of the Special Event Sponsorship policy by emailing [recreation@cityoforting.org](mailto:recreation@cityoforting.org)).

There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "Tier." The City offers two "Tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community:

### **Which Tier level of sponsorship are you asking for?**

#### **[ ] Tier 1:**

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

**Gazebo, BBQ Area, or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.



**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 1~ Sponsorship includes:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**X] Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.



## APPENIX A

### FACILITY RENTAL RATES

#### MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day M-F</b>	\$150.00	\$200.00	\$20.00
<b>Half day (5 hours) M-F</b>	\$100.00	\$150.00	\$20.00
<b>Full day Sat/Sun</b>	\$200.00	\$250.00	\$100.00
<b>Half day (5 hours) Sat/Sun</b>	\$150.00	\$200.00	\$50.00

#### ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day (any day)</b>	\$100.00	\$200.00	\$50.00
<b>Half day (5 hours)</b>	\$50.00	\$100.00	\$25.00

#### COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

#### GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

Date Application Received: \_\_\_\_\_ Dept. Meeting Date: \_\_\_\_\_

Event Application Completed: [ ] Yes [ ] No Certificate of Insurance: [ ] Yes [ ] No

Detailed Event Map: [ ] Yes [ ] No WSDOT Street Closure Permit: [ ] Yes [ ] No [ ] N/A

Application Approved: [ ] Yes [ ] No Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Total Fee Amt \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

NOTES:



P.O. Box 826  
Orting, WA 98360  
(360) 893-6929

[www.ortingsummerfest.webs.com](http://www.ortingsummerfest.webs.com)

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6/14/2022

Dear Orting City Council,

We would ask that you would consider sponsoring Orting Summerfest again this year, on August 28<sup>th</sup>, 2022. We are scaling things back a bit and keeping this a FUN and FREE event for the community. We will no longer be having Vendors but will have many inflatables, games and food available for free to everyone that wants to attend. We will start with a worship service in the park at 10am and then the Block Party will be from 11am to 2pm, of course the entire community can come to both but the Orting Summerfest Block Party will be what is taking place instead of the massive event we have done in the years past.

This event has always helped bring together our community from all backgrounds, ages, race, and season of life for a time to celebrate and have fun. It has always helped bring foot traffic into local businesses and built a sense of pride in our Community as we join all together for fun in the city park.

Please let us know if you have any questions going forward and when you would like a representative present at a council meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karie Franks", with a long, sweeping underline that extends to the right.

Karie Franks  
Director  
Orting Summerfest  
[ortingsummerfest@gmail.com](mailto:ortingsummerfest@gmail.com)





# The Foursquare Church

Jesus Christ is the same yesterday and today and forever. Hebrews 13:8

Dr. Sterling Brackett  
Vice President  
Corporate Secretary-Treasurer

August 25, 2008

To Whom It May Concern:

This letter is to verify that *Orting Foursquare Church*, in Orting, WA (EIN: 91-1993393), also known as "*Abundant Life*," is a subordinate unit in good standing with the parent organization of International Church of the Foursquare Gospel and has been in existence since August 7, 1999. Rev. Bradley Grasley is the senior pastor. Rev. Grasley is authorized to open an account and conduct business on behalf of the Orting Foursquare Church as well as be a designated signer on the church's bank account; this in accordance with the Bylaws of International Church of the Foursquare Gospel. A copy of our Corporate Resolution has been provided which verifies this.

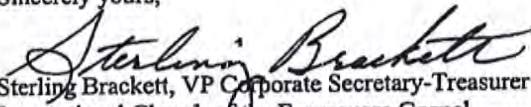
*Orting Foursquare Church* is therefore under the group ruling Number 1061 of the International Church of the Foursquare Gospel and is tax exempt. This is verified by the enclosed copy of the letter from the Department of the Treasury of the Internal Revenue Service, which remains in effect. Please be informed that we are not required to file IRS Form 990 because we are a church.

In addition, please be informed that International Church of the Foursquare Gospel became incorporated under the laws of the State of California on December 30, 1927. This is verified by the copy of the Certificate of Status as a Domestic Corporation issued by the State of California, and the copy of the Articles of Incorporation and Statement of Information Biennial Report both on file with the California Secretary of State Office.

The Foursquare Central offices are located at the following address:

1910 W Sunset Blvd. Suite 200  
Los Angeles, CA 90026-0176

Sincerely yours,

  
Sterling Brackett, VP Corporate Secretary-Treasurer  
International Church of the Foursquare Gospel

SB:att

Enc.: Copy of 501 C3 letter  
Copy of Certificate of Status  
Copy of Articles of Incorporation  
Copy of Statement of Information  
Copy of Corporate Resolution

Office of the Corporate Secretary-Treasurer  
Offices of the International Church of the Foursquare Gospel  
PO Box 26902 • Los Angeles, CA 90026-0176 • 213.989.4504 • 213.989.4541 fax • sbrackett@foursquare.org • www.Foursquare.org





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Jerome Dickson(791022V) 102 Washington Ave S  Orting WA 98360-9802	<b>CONTACT NAME:</b> Jerome Dickson	
	<b>PHONE (A/C, NO, EXT):</b> 360-872-8652	<b>FAX (A/C, NO):</b> 360-893-6161
<b>E-MAIL ADDRESS:</b> jdickson1@farmersagent.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  ORTING FOURSQUARE CHURCH  PO BOX 826 ORTING WA 98360	<b>INSURER A:</b> Truck Insurance Exchange 21709	
	<b>INSURER B:</b> Farmers Insurance Exchange 21652	
	<b>INSURER C:</b> Mid Century Insurance Company 21687	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	605913783	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General liability herein of the described insured extends to the City of Orting and its respective event, Orting Summerfest, for Sunday, August 28th.

<b>CERTIFICATE HOLDER</b> CITY OF ORTING ORTING SUMMERFEST PO BOX 489 ORTING WA 98360	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
---	---



**CITY OF ORTING**  
110 TRAIN ST. SE • P.O. BOX 489  
ORTING, WA 98360-0489  
(360) 893-2219  
Small Town Big View

Receipt Number:

**24757**

Two Hundred and 0/100's Dollars

Received From:

Orting Summer Fest  
PO Box 826  
Orting, WA 98360

Date	Receipt Number	Amount
6/14/2022	24757	\$200.00

Printed By  
DCharchenko

Check

3053

\$200.00

001.362.40.04.00 - Special Event - Summerfest - Abundant Life - 08/28/22

DEPARTMENT COPY