

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
September 14th, 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/88633732766?pwd=eGJTdHgyQzBvcEVnQml6ZnJhd1hMdz09>
Telephone: 1-253-215-8782 - Meeting ID: 886 3373 2766 and the passcode 529249.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS.

Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on September 14th, 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. PRESENTATION.

Orting Valley Fire and Rescue – Zane Gibson, Fire Chief.

4. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of August 17th and August 31st, 2022.

Motion: To approve consent agenda as prepared.

5. NEW BUSINESS.

- A. **AB22-78** – Pierce County Solid & Hazardous Waste Plan.
Scott Larson
[Pierce County Solid Waste Plan \(link\)](#)

6. EXECUTIVE SESSION.

7. ADJOURNMENT.

Motion: To Adjourn.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: September 28th, 2022 7:00pm

VOUCHER/WARRANT REGISTER
FOR **SEPTEMBER 14, 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.

SEPTEMBER 1ST COUNCIL

CLAIMS WARRANTS #51512 THRU # 51535
IN THE AMOUNT OF \$ 194,845.20
MASTERCARD EFT \$ -

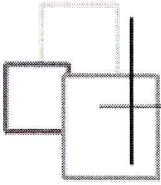
PAYROLL WARRANTS #23916 THRU #23920 = \$ 40,558.72
EFT IN THE AMOUNT OF \$ 202,980.80
Carry Over \$ 4,434.55

ARE APPROVED FOR PAYMENT ON September 14, 2022

COUNCILPERSON _____

COUNCILPERSON _____

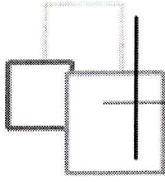
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - 2022-September - Council 1st -9/14/2022

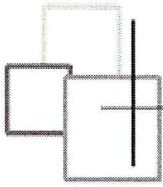
| Fund Number | Description | Amount |
|-------------|------------------|---------------------|
| 001 | Current Expense | \$46,634.88 |
| 101 | City Streets | \$1,899.83 |
| 105 | Parks Department | \$831.43 |
| 401 | Water | \$15,010.07 |
| 408 | Wastewater | \$118,344.17 |
| 410 | Stormwater | \$12,124.82 |
| | Count: 6 | \$194,845.20 |



Register

Fiscal: 2022
 Deposit Period: 2022 - 2022-September
 Check Period: 2022 - 2022-September - Council 1st -9/14/2022

| Number | Name | Print Date | Clearing Date | Amount |
|---------------------------|--|--------------------|----------------|---------------------|
| Key Bank Check | 2000073 | | | |
| <u>51512</u> | Tacoma Events Commission | 9/1/2022 | | \$2,397.00 |
| <u>51513</u> | ACRnet CBS Branch | 9/14/2022 | | \$552.00 |
| <u>51514</u> | Advanced Custom Gutters | 9/14/2022 | | \$4,157.20 |
| <u>51515</u> | AHBL, INC | 9/14/2022 | | \$7,236.25 |
| <u>51516</u> | Fisher Scientific | 9/14/2022 | | \$1,584.93 |
| <u>51517</u> | Ford Motor Credit Company LLC | 9/14/2022 | | \$2,981.03 |
| <u>51518</u> | Grainger | 9/14/2022 | | \$387.04 |
| <u>51519</u> | Hach Company | 9/14/2022 | | \$855.84 |
| <u>51520</u> | Harrington's Janitorial | 9/14/2022 | | \$441.00 |
| <u>51521</u> | Hot Off The Press | 9/14/2022 | | \$445.81 |
| <u>51522</u> | Kyocera Document Solutions Northwest INC | 9/14/2022 | | \$1,408.92 |
| <u>51523</u> | Lawson Electric | 9/14/2022 | | \$6,354.70 |
| <u>51524</u> | Morgan, Lewis & Bockius LLP | 9/14/2022 | | \$12,350.00 |
| <u>51525</u> | Moss Commercial Cleaning LLP | 9/14/2022 | | \$1,537.54 |
| <u>51526</u> | Murphy-Brown, Mary | 9/14/2022 | | \$288.75 |
| <u>51527</u> | Opportunity Center Of Orting | 9/14/2022 | | \$808.33 |
| <u>51528</u> | Orting Valley Senior Cent | 9/14/2022 | | \$966.66 |
| <u>51529</u> | Palombi, Joe | 9/14/2022 | | \$195.37 |
| <u>51530</u> | Parametrix | 9/14/2022 | | \$148,005.25 |
| <u>51531</u> | Pcrd (landfill) | 9/14/2022 | | \$240.00 |
| <u>51532</u> | Recovery Cafe | 9/14/2022 | | \$966.66 |
| <u>51533</u> | SHRED-IT, C/O Stericycle INC | 9/14/2022 | | \$652.19 |
| <u>51534</u> | Verizon Wireless | 9/14/2022 | | \$5.73 |
| <u>51535</u> | Water Management Lab Inc. | 9/14/2022 | | \$27.00 |
| | | Total | Check | \$194,845.20 |
| | | Total | 2000073 | \$194,845.20 |
| | | Grand Total | | \$194,845.20 |



Custom Council Report

| Vendor | Number | Invoice | Account Number | Notes | Amount |
|-------------------------------|-------------------|---|------------------|---|---|
| ACRnet CBS Branch | 51513 | 20925-2 | 001-518-10-41-01 | Background Checks | \$237.00 |
| | | | 001-575-50-31-01 | Background Checks | \$280.00 |
| | | 21178 | 001-575-50-31-01 | Background Checks | \$35.00 |
| | | | Total | \$552.00 | |
| Advanced Custom Gutters | 51514 | 3561 | 001-518-20-40-03 | Gutters for City Hall-Train St | \$4,157.20 |
| | | | | Total | \$4,157.20 |
| AHBL, INC | 51515 | 133502 2190800.30 | 001-558-60-41-02 | Planning Consultant-On Call | \$4,606.25 |
| | | | | Planning | \$345.00 |
| | | 133503 2190800.33 | 001-558-60-41-02 | Planning Consultant-Pre | \$2,285.00 |
| | | | | Applicaition Meeting | \$2,285.00 |
| 133504 2190800.36 | 001-558-60-41-02 | Consultant-Code Amendments | | | |
| Total | \$7,236.25 | | | | |
| Fisher Scientific | 51516 | D21948157-092136-001 | 408-535-10-31-04 | Glucose-Glutamic Acid 120ML | \$203.68 |
| | | | | M-Fecal Coliform NO ROS | \$1,381.25 |
| | | H22296056-092136-001 | 408-535-10-31-04 | Total | \$1,584.93 |
| Ford Motor Credit Company LLC | 51517 | 1771914-Lease Payment #47 - 3-2018 Ford Interceptor-8487901 | 001-591-21-70-03 | Lease Payment #47 - 3-2018 Ford Interceptor-P 8487901 | \$2,789.69 |
| | | | | 001-592-21-80-02 | Lease Payment #47 - 3-2018 Ford Interceptor-I 8487901 |
| | | | Total | \$2,981.03 | |
| Grainger | 51518 | 9415091702 - 835311846 | 408-535-50-48-03 | Fine Filter Map | \$149.17 |
| | | | | 9415181396 - 835311846 | 408-535-50-48-03 |
| | | Total | \$387.04 | | |
| Hach Company | 51519 | 13192393 | 408-535-10-31-04 | Chemical Purchses | \$855.84 |
| | | | | Total | \$855.84 |
| Harrington's Janitorial | 51520 | 4023 | 401-534-10-41-43 | Janitorial-City Shop-Rocky RD- SEPT 2022 | \$147.00 |
| | | | 408-535-10-41-44 | Janitorial-City Shop-Rocky RD- SEPT 2022 | \$147.00 |

| Vendor | Number | Invoice | Account Number | Notes | Amount |
|--|--------|-----------------------|------------------|--|--------------------|
| Harrington's Janitorial | 51520 | 4023 | 410-531-31-41-04 | Janitorial-City Shop-Rocky RD- SEPT 2022 | \$147.00 |
| | | | | Total | \$441.00 |
| Hot Off The Press | 51521 | 10857-SEEK Day Camp | 001-571-20-31-42 | Tee Shirts for SEEK Day Camp | \$445.81 |
| | | | | Total | \$445.81 |
| Kyocera Document Solutions Northwest INC | 51522 | 55T1113896 | 001-514-23-31-02 | City Hall-Public Works Usage | \$411.13 |
| | | | 001-575-50-31-01 | City Hall-Public Works Usage | \$137.04 |
| | | | 401-534-10-31-00 | City Hall-Public Works Usage | \$137.04 |
| | | | 408-535-10-31-00 | City Hall-Public Works Usage | \$137.04 |
| | | | 410-531-38-31-00 | City Hall-Public Works Usage | \$205.58 |
| | | 55t1114491 | 001-512-50-31-00 | Court & PD Copier Lease | \$4.62 |
| | | | 001-521-20-31-03 | Court & PD Copier Lease | \$29.08 |
| | | 55T1116063 | 001-512-50-31-00 | Court & PD Copier Usage | \$52.11 |
| | | | 001-521-20-31-03 | Court & PD Copier Usage | \$295.28 |
| | | | | Total | \$1,408.92 |
| Lawson Electric | 51523 | 1351 | 408-535-50-48-02 | Replace Cord Stain Relief on #3 Tank Motor & fan on Grinder Motor- Decanter WO8135 | \$1,531.60 |
| | | 1352 | 408-535-50-48-02 | Replace all Fixtures with LED Flood Lights & 3 Light Poles WWTP WO7893 | \$4,125.67 |
| | | 1353 | 105-576-80-48-00 | Replace Lights on Bell Tower-Replace Photo Cell on Light Poles in Parking Lot WO8541 | \$697.43 |
| | | | | Total | \$6,354.70 |
| Morgan, Lewis & Bockius LLP | 51524 | 5011432 - 133498-0001 | 001-518-10-41-01 | Investigation | \$7,315.00 |
| | | 5029252 - 133498-0001 | 001-518-10-41-01 | Investigation | \$5,035.00 |
| | | | | Total | \$12,350.00 |
| Moss Commercial Cleaning LLP | 51525 | 0000033 | 001-512-50-41-08 | Janitorial-City Hall | \$91.04 |
| | | | 001-514-21-41-01 | Janitorial-City Hall | \$234.10 |
| | | | 001-521-50-41-04 | Janitorial-City Hall | \$390.16 |
| | | | 001-524-20-49-02 | Janitorial-City Hall | \$39.02 |
| | | | 001-575-50-48-00 | MPC Strip & Clean Floors | \$237.00 |
| | | | 101-542-30-44-01 | Janitorial-City Hall | \$52.02 |

| Vendor | Number | Invoice | Account Number | Notes | Amount | | |
|---------------------------------|--------|---|------------------|---|---|---|------------|
| Moss Commercial Cleaning LLP | 51525 | 0000033 | 401-534-10-41-43 | Janitorial-City Hall | \$156.06 | | |
| | | | 408-535-10-41-44 | Janitorial-City Hall | \$182.08 | | |
| | | | 410-531-31-41-04 | Janitorial-City Hall | \$156.06 | | |
| | | | Total | | \$1,537.54 | | |
| Murphy-Brown, Mary | 51526 | SEPT2022-200 | 001-571-20-31-21 | Dance Class-Adult Jazz | \$288.75 | | |
| | | | | Total | \$288.75 | | |
| Opportunity Center Of Orting | 51527 | 4080-Orting Opportunity Center Grant-SEPT 2022 | 001-571-20-31-14 | Orting Opportunity Center Grant-SEPT 2022 | \$808.33 | | |
| | | | | Total | \$808.33 | | |
| Orting Valley Senior Cent | 51528 | Monthly Support-SEPT 2022 | 001-571-20-31-06 | Monthly Support- SEPT 2022 | \$966.66 | | |
| | | | | Total | \$966.66 | | |
| Palombi, Joe | 51529 | Palombi-Training | 001-521-40-49-00 | Reimbursment - Community Service Training | \$195.37 | | |
| | | | | Total | \$195.37 | | |
| Parametrix | 51530 | 37406 | 401-594-34-41-01 | Well #1 Booster PS VFD Integration- Project Management | \$60.00 | | |
| | | | | 408-594-35-63-33 | Lift Station Construction Mgmt- Project Management | \$186.25 | |
| | | | | 408-594-35-63-33 | Lift Station Construction Mgmt- Construction Observation | \$487.50 | |
| | | | | 408-594-35-63-33 | Lift Station Construction Mgmt- Office Engineering | \$1,080.00 | |
| | | | | 410-594-31-63-26 | VG Outfall Replacement-Final Design | \$170.00 | |
| | | | | 37407 | 001-524-20-41-02 | Meadows Phase 4- Construction Services | \$2,000.00 |
| | | | | 37412 | 410-594-31-41-46 | SMAP Project Management- Meeting & QA & QC | \$1,841.25 |
| | | | | | 410-594-31-41-46 | SMAP Phase 2- Receiving Water & Conditions Assessment | \$2,265.59 |
| | | | | 37413 | 410-594-31-63-40 | Kansas St Outfall Construction Management- Project Management | \$386.25 |
| | | | | | 410-594-31-63-40 | Kansas St Outfall Construction Management- Design Amendments | \$430.00 |

| Vendor | Number | Invoice | Account Number | Notes | Amount | | | |
|------------------------------|--------------|--------------------------------|---|--|--|---------------------|---|------------|
| Parametrix | 51530 | 37413 | 410-594-31-63-40 | Kansas St Outfall Construction | \$472.50 | | | |
| | | | 410-594-31-63-40 | Management-Bidding Assistance Kansas St Outfall Construction | \$1,661.85 | | | |
| | | 37414 | | 001-558-60-41-01 | Management-Office Engineering & Document | \$112.50 | | |
| | | | | 001-558-60-41-01 | General Consulting | \$2,035.00 | | |
| | | | | 001-558-60-41-01 | Whitehawk BLVD Recon-City Wide Grant Asst | \$6,772.50 | | |
| | | | | 101-542-30-41-01 | General Consulting-Streets | \$330.00 | | |
| | | | | 401-534-10-41-01 | General Consulting-Water | \$14,411.25 | | |
| | | | | 408-535-10-41-01 | General Consulting-Sewer | \$605.00 | | |
| | | | | 408-535-10-41-21 | Eng-Telemetry O & M | \$820.00 | | |
| | | | | 410-531-39-41-01 | General Consulting-Storm | \$4,217.50 | | |
| | | | | 37415 | | 408-594-35-41-12 | WWTP Phase II Expansion-Design Immediate Need Improvement | \$260.00 |
| | | | | | | 408-594-35-41-12 | WWTP Phase II Expansion-Design Process Improvements | \$1,365.00 |
| | | 408-594-35-41-12 | WWTP Phase II Expansion-Project Management | | | \$3,276.25 | | |
| | | 408-594-35-41-12 | WWTP Phase II Expansion-Design Solids Improvement | | | \$14,355.00 | | |
| | | 408-594-35-41-12 | WWTP Phase II Expansion-Design Solids Improvement | | | \$86,886.25 | | |
| | | 101-595-10-40-04 | Kansas Street SW Final Design | | | \$133.88 | | |
| | | 37416 | | 101-595-10-40-04 | Kansas Street SW Preliminary Design-Fixed Fees | \$149.14 | | |
| | | | | 101-595-10-40-04 | Kansas Street SW Final Design-Project Management | \$1,234.79 | | |
| | | | | | Total | \$148,005.25 | | |
| | | Pcrd (landfill) | 51531 | 37534 - 219OH-402 | 105-576-80-48-05 | Dump Fees | \$134.00 | |
| 410-531-38-48-05 | Dump Fees | | | | \$106.00 | | | |
| | Total | | | | \$240.00 | | | |
| Recovery Cafe | 51532 | 9-Grant Recovery Cafe-SEPT2022 | 001-571-20-31-39 | Grant Recovery Cafe-SEPT2022 | \$966.66 | | | |
| | | | | Total | \$966.66 | | | |
| SHRED-IT, C/O Stericycle INC | 51533 | 8000788762 | 001-512-50-31-00 | Shredding | \$7.96 | | | |
| | | | 001-514-23-31-02 | Shredding | \$24.88 | | | |
| | | | 001-521-20-31-03 | Shredding | \$29.85 | | | |

| Vendor | Number | Invoice | Account Number | Notes | Amount | | |
|---------------------------------|-----------|-------------------------------------|------------------|-------------------------|---|-------------------|---------|
| SHRED-IT, C/O Stericycle INC | 51533 | 8000788762 | 001-524-20-31-00 | Shredding | \$4.98 | | |
| | | | 401-534-10-31-00 | Shredding | \$10.94 | | |
| | | | 408-535-10-41-14 | Shredding | \$10.94 | | |
| | | | 8000986919 | 410-531-38-31-00 | Shredding | \$9.95 | |
| | | | | 001-512-50-31-00 | Shredding | \$7.96 | |
| | | | | 001-514-23-31-02 | Shredding | \$24.88 | |
| | | | | 001-521-20-31-03 | Shredding | \$29.85 | |
| | | | | 001-524-20-31-00 | Shredding | \$4.98 | |
| | | | | 401-534-10-31-00 | Shredding | \$10.94 | |
| | | | | 408-535-10-41-14 | Shredding | \$10.94 | |
| | | | | 410-531-38-31-00 | Shredding | \$9.95 | |
| | | | | 8001384368 | 001-512-50-31-00 | Shredding | \$8.52 |
| | | | | | 001-514-23-31-02 | Shredding | \$26.62 |
| | | | 001-521-20-31-03 | | Shredding | \$31.94 | |
| | | | 001-524-20-31-00 | | Shredding | \$5.32 | |
| | | | 401-534-10-31-00 | | Shredding | \$11.71 | |
| | | | 408-535-10-41-14 | | Shredding | \$11.71 | |
| | | | 410-531-38-31-00 | | Shredding | \$10.65 | |
| | | | 8001585031 | | 001-512-50-31-00 | Shredding | \$8.98 |
| | | | | | 001-514-23-31-02 | Shredding | \$28.06 |
| | | | | | 001-521-20-31-03 | Shredding | \$33.67 |
| | | | | 001-524-20-31-00 | Shredding | \$5.61 | |
| | | | | 401-534-10-31-00 | Shredding | \$12.34 | |
| | | | | 408-535-10-41-14 | Shredding | \$12.34 | |
| | | | | 410-531-38-31-00 | Shredding | \$11.22 | |
| | | | | 8001780685 | 001-512-50-31-00 | Shredding | \$9.01 |
| | | | | | 001-514-23-31-02 | Shredding | \$28.16 |
| | | | | | 001-521-20-31-03 | Shredding | \$33.80 |
| | | | 001-524-20-31-00 | | Shredding | \$5.63 | |
| | | | 401-534-10-31-00 | | Shredding | \$12.39 | |
| | | | 408-535-10-41-14 | | Shredding | \$12.39 | |
| | | | 410-531-38-31-00 | | Shredding | \$11.28 | |
| | | | 8001977792 | | 001-512-50-31-00 | Shredding | \$9.75 |
| | | | | | 001-514-23-31-02 | Shredding | \$30.46 |
| | | | | | 001-521-20-31-03 | Shredding | \$36.55 |
| | | | | 001-524-20-31-00 | Shredding | \$6.09 | |
| | | | | 401-534-10-31-00 | Shredding | \$13.40 | |
| 408-535-10-41-14 | Shredding | \$13.40 | | | | | |
| 410-531-38-31-00 | Shredding | \$12.19 | | | | | |
| Total | | \$652.19 | | | | | |
| Tacoma Events Commission | 51512 | SEPT2022-300 Orting Pumpkin Fest | | 001-571-20-31-41 | Orting Pumpkin Festival Grant- 9/8/2022 | \$2,397.00 | |
| Total | | | | | | \$2,397.00 | |
| Verizon Wireless | 51534 | 9913561771 | 001-521-50-42-00 | Data for Pole Camera | \$5.73 | | |
| Total | | | | | \$5.73 | | |
| Water Management Lab Inc. | 51535 | 205220 | 401-534-10-41-03 | Lab Testing | \$27.00 | | |
| Total | | | | | \$27.00 | | |
| Grand Total | | | | | \$194,845.20 | | |

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
August 17th, 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 Moore led the pledge of allegiance, and then roll call was taken.

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

Virtual: Councilmember John Williams.

Staff present: Mayor Joshua Penner, City Administrator Scott Larson, Finance Director Gretchen Russo, City Clerk Kim Agfalvi, Acting Police Chief Devon Gabreluk, Capital Projects Manager John Bielka, Executive Assistant Danielle Charchenko.

2. STAFF REPORTS.

City Clerk

City Clerk Kim Agfalvi briefed on the following:

- Code Red (Orting Alerts) update.
- Fall conference 2023.
- 2023 grant applications – applications have been sent to non-profits.

Finance

Finance Director Gretchen Russo briefed on the following:

- Quarterly reports will be emailed tomorrow to Council and briefed on the types of reports that will be sent.
- Budget is almost ready to be sent to the Mayor.
- Presentation on the different kinds of revenues will be presented at the next Council meeting.

Police

Acting police Chief Devon Gabreluk briefed on the following:

- National night out was in early August and the department made a lot of contact with the community and gave out other pops.
- Recruitment video almost finished.
- Increase of public engagement online and in the community with events like coffee and ice cream with a cop.

Executive Assistant

Executive Assistant Danielle Charchenko briefed on the following:

- Summer day camp ends tomorrow and surveys will be sent out after the camp ends for feedback.
- Registration for fall programs has begun and classes are almost full.
- Fishing parking permits have been ordered and will be sold at Big J's for the season that starts on September 1st.

Capital Projects Manager

Capital Projects Manager John Bielka briefed on the following:

- Pedestrian bridge design is 90% complete and has been submitted to WSDOT.
- Wastewater treatment plant is at 90% design.
- Touring of neighboring cities treatment plants.
- Gratzer soccer field is ready for use and will be reseeded after November 16th.
- New Variable Frequency Drive for the well pump was installed at the cemetery to control the well.

City Administrator

City Administrator Scott Larson briefed on the following:

- Public works has 5 maintenance workers which is one over allocation but they are down in other areas.
- Working to fill stormwater position.
- Police chief hiring process – advertising has gone out and we are starting to see applications. Application review is early September.
- Received a lot of code complaints and the City is addressing them as we can. Code officer has been at training.

Mayor

Mayor Joshua Penner briefed on the following:

- November 14th, 2022 will be the Orting Soldier Home Cemetery medal of honor dedication ceremony.

3. AGENDA ITEMS.

A. AB22-73 – Firearms Surplus.

Interim Chief Devon Gabreluk briefed on firearms surplus. He stated that there are a couple handguns and two fully automatic rifles that need to be surplused for sale or destruction.

Action: Move forward to consent agenda at August 31st, 2022 council meeting.

B. AB22-74 – Multijurisdictional Tactical Response Team Interlocal Agreement.

Interim Chief Devon Gabreluk stated that the Multijurisdictional Tactical Response Team Interlocal Agreement was being presented to Council because the City of Dupont would like to join the agreement and that there were no other changes to the agreement.

Action: Move forward to consent agenda at August 31st, 2022 council meeting.

C. AB22-75 – SCORE Jail Interlocal Agreement.

Interim Chief Devon Gabreluk briefed on the SCORE jail Interlocal Agreement amendment and stated rates are increasing by five percent.

Action: Move forward to consent agenda at August 31st, 2022 council meeting.

D. AB22-76 – Puyallup Jail Interlocal Agreement.

Interim Chief Devon Gabreluk briefed that the City of Orting has the opportunity to contract with Puyallup Jail for jail services and that the rate is significantly cheaper than booking at a SCORE jail. He stated by booking with Puyallup Jail that it will save money and commute time.

Action: Move forward to consent agenda at August 31st, 2022 council meeting.

E. AB22-71 – Orting Pumpkin Festival Sponsorship and Grant.

City Clerk Kim Agfalvi briefed on the application received for sponsorship and the request for a grant of City funds for the Orting Pumpkin Festival in the amount of \$2,397.00.

Action: Move forward to consent agenda at August 31st, 2022 council meeting.

F. AB22-72 – Red Hat Days Sponsorship.

City Clerk Kim Agfalvi briefed on the application received for sponsorship for Orting Red Hat Days. She stated that the application was received timely and is complete with the certificate of insurance.

Action: Move forward to consent agenda at August 31st, 2022 council meeting.

G. AB22-35 – Vision Statement.

City Administrator Scott Larson briefed that he was presenting a draft Vision statement for Council to review and discuss more. Council discussion followed.

Action: Move forward to Council meeting at August 31st, 2022 meeting as a standalone item.

Councilmember Moore stated that public right of way and plantar strips look unmaintained that he would like to see a beautification of Orting plan, ordinance, or resolution drafted to help citizens with beautification of these areas. Council discussion followed.

4. EXECUTIVE SESSION.

No executive session.

5. ADJOURNMENT.

Deputy Mayor Hogan adjourned the meeting at 7:18pm.

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
August 31st, 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 Tracy led the Pledge of Allegiance.

Councilmembers present: Councilmembers Chris Moore, Don Tracy, John Williams, Gregg Bradshaw and Melodi Koenig.

Virtual: Councilmember Gunther.

Absent: Deputy Mayor Hogan

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

Motion passed (6-0).

Deputy Mayor Hogan joined the meeting at 7:06pm.

Staff present: Finance Director Gretchen Russo, City Clerk Kim Agfalvi, City Administrator Scott Larson, City Attorney Charlotte Archer, Executive Assistant Danielle Charchenko, Engineer JC Hungerford, Planner Carmen Smith, Capital Projects Manager John Bielka.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

2. PUBLIC COMMENTS.

No public comments.

3. PRESENTATION

A. Sound Transit.

Sound Transit representative Austin Nielson presented a power point presentation on Sound Transit 101, current service offered, and system expansion in Pierce County. He presented a map of the Sound Transit district and stated 40% of the state's population is served by Sound Transit. He briefed on the structure of Sound Transit and identified the Chair, Vice Chair, Interim Chief Executive Officer, and Board Members that make up the Sound Transit Board.

Mr. Nielsen presented a map of the current system was presented, as well as a map of the system expansion that is expected in the future along with projected realignments for completion. He also briefed on Sound Transit sub areas and stated that tax dollars collected must be used in the county where they are collected. He stated that in Sound Transit Phase 3 (ST3), a potential Sounder service in Orting is a contingency project and may be explored, and stated an expansion would be quite a way off from happening.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219

Next Regular Meeting: September 14th, 2022 7:00pm

Mr. Nielsen briefed on current expansion timelines and stated that Hilltop Tacoma light rail will open in 2023, Federal Way light rail is expected to open in 2025, and Tacoma Dome light rail is expected to be opened in 2032. He also briefed that the Puyallup parking and access improvements will be completed in 2022, with 166 new surface and 511 parking spaces in the garage and stated that Sumner parking and access improvements is out to bid with an expected completion date of 2025.

Councilmember Williams stated he is concerned the City is hit with the Regional Transit Authority (RTA) tax and we are decades away from benefitting from the service. He stated it seemed unfair for the citizens in the City of Orting are required to pay the RTA tax when they are not benefitting from any of the services. Mr. Nielsen stated that unfortunately some communities see the benefits from the services sooner than other cities do, and briefed that Sound Transit does not have the authority to drop cities from the RTA zone, as it is established by the state level.

Councilmember Bradshaw asked how long Sound Transit has been in operation. Mr. Nielsen stated Sound Transit has been in operation for 25 years. Councilmember Bradshaw stated it concerns him that the City of Orting is at least 20 more years out from seeing the benefits from public transportation. Mr. Nielsen stated that bus service is something that the agency could explore if the City wanted the service.

Council discussion followed.

4. PUBLIC HEARING

Mayor Penner laid out the rules of the public hearing.

Mayor Penner opened the public hearing at 7:58pm.

A. AB22-14 – Manufactured Home Code Amendments.

Planner Carmen Smith briefed on the proposed manufactured home code amendments and stated the code amendment would institute a requirement that manufactured homes be no more than three years old when they are placed on the lot. She briefed that there are three zones that manufactured homes are currently allowed in, and that this would not change.

Council discussion followed.

Mayor Penner closed the public hearing at 8:04pm.

Councilmember Moore made a motion to adopt Ordinance No. 2022-1097, an ordinance of the City of Orting, Washington, relating to zoning controls pertaining to manufactured homes; amending Orting Municipal Code section 13-3-3; providing for severability; and establishing an effective date. Seconded by Councilmember Williams.

Council discussion followed.

Councilmember Gunther made a motion for an amendment to the original motion and asked that the age for manufactured homes be changed from three years to seven years in section 13-3, footnote 7. Seconded by Councilmember Koenig.

Council discussion followed.

Mayor Penner called for a roll call on the motion to amend the original motion of the age of manufactured homes when they are placed on a lot from 3 years to 7 years.

The motion was defeated (2-5).

Tracy, Williams, Bradshaw, Hogan, Moore – Nay.

Gunther, Koenig – Yay.

Mayor Penner called for a roll call vote on the original motion, a motion to adopt Ordinance No. 2022-1097, an ordinance of the City of Orting, Washington, relating to zoning controls pertaining to manufactured homes; amending Orting Municipal Code section 13-3-3; providing for severability; and establishing an effective date.

The motion was approved (5-2).

Tracy, Williams, Bradshaw, Hogan, Moore – Yay.

Gunther, Koenig – Nay.

B. AB22-77 - 2023 Revenue Sources.

Mayor Penner opened the public hearing at 8:13pm.

Finance Director Gretchen Russo presented a power point presentation on 2023 revenue services to the Council. She briefed on the types of revenue:

- Tax – excise tax and property tax.
- License and permits – building permits and fees.
- Intergovernmental – grants, state assistance, criminal justice special programs grant, school resource officer, liquor profits.
- Charges for good and services – Court costs, building plan review and inspection fees, engineering plan review fees, utility fees (water, water resource recovery, and storm rates), cemetery fees.
- Fines and forfeits – convictions of crimes, civil penalties, traffic infractions, DUI penalties, utility late fees, utility shut off fees, NSF check.
- Miscellaneous revenue – investment interest, rentals and leases, donations, and special events.

Finance Director Russo briefed on the two major categories of taxes, excise tax and property taxes and how those taxes are imposed. She also briefed on a history of City of Orting property taxes and how home value impacts homeowners. She gave an overview of total revenue, general fund revenue, streets and parks revenue, cemetery revenue, Transportation Benefit District (TBD) revenue, and utility, water, stormwater and water resource recovery revenue.

Council discussion followed.

Mayor Penner closed the public hearing at 8:35pm.

5. CONSENT AGENDA.

A. Payroll Claims and Warrants.

B. Meeting Minutes of July 27th, 2022 and August 10th, 2022.

C. AB22-73 – Firearms Surplus.

- D. **AB22-74** – Multi Jurisdictional Tactical Response Team Interlocal Agreement.
- E. **AB22-75** – SCORE Jail Interlocal Agreement.
- F. **AB22-76** – Puyallup Jail Interlocal Agreement.
- G. **AB22-71** – Orting Pumpkin Festival Sponsorship and Grant.
- H. **AB22-72** – Red Hat Days Sponsorship.

Deputy Mayor Hogan made a motion to approve the consent agenda as prepared. Seconded by Councilmember Moore.

Motion passed (7-0).

6. OLD BUSINESS.

A. AB22-31 – Vision Statement.

City Administrator Scott Larson briefed that staff took the correction to the vision statement that were provided by Council, and that those corrections were bring presented tonight. The vision statement presented was: “Orting is a family-oriented city that thrives on its community events and recreational opportunities. We are committed to public safety and reliable public services which make Orting a great place to live, work, play, and do business.”

Councilmember Bradshaw made a motion to approve the City of Orting Vision Statement as presented. Seconded by Councilmember Tracy.

Council discussion followed.

Motion passed (6-1).
Gunther - Nay

7. EXECUTIVE SESSION.

No executive session.

8. ADJOURNMENT.

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

Motion passed (7-0).

Mayor Penner adjourned the meeting at 8:41pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk



**City of Orting
Council Agenda Summary Sheet**

| | Agenda Bill # | Recommending Committee | Study Session Dates | Regular Meeting Dates |
|--|---|-------------------------------|----------------------------|------------------------------|
| Subject: County Wide Solid Waste Plan Adoption | AB22-78 | CGA | | |
| | | 9.7.2022 | | 9.14.2022 |
| | | | | |
| | Department: | Executive | | |
| | Date Submitted: | 8.30.2022 | | |
| Cost of Item: | <u>N/A</u> | | | |
| Amount Budgeted: | <u>N/A</u> | | | |
| Unexpended Balance: | <u>N/A</u> | | | |
| Bars #: | N/A | | | |
| Timeline: | County requested approval by September 15 | | | |
| Submitted By: | Scott Larson | | | |
| Fiscal Note: None | | | | |
| Attachments: Pierce County Ordinance 2022-19S and attached Solid and Hazardous Waste Management Plan 2021-2040 , Resolution No. 2022-23. | | | | |
| SUMMARY STATEMENT: | | | | |
| <p>In January 2022 Council approved an ILA which partnered Pierce County Cities and Pierce County together in the development of a Solid Waste Management Plan to replace the 2000 Solid Waste Management Plan.</p> <p>Pierce County and Tacoma have both adopted the Solid Waste Plan and other jurisdictions concur with the plan by resolution. The 2021 Plan is designed to be easy to read and follow. Additional information is included in the document which addresses the current operational system, a landfill capacity which reaches capacity between 2032 and 2042, future considerations, cost assessments and policies retained from the 2000 Plan.</p> | | | | |
| RECOMMENDED MOTION: <u>Motion:</u> | | | | |
| <p>To adopt Resolution No. 2022-23, a resolution of the City of Orting, Washington, adopting the 2021 Tacoma Pierce County Solid Waste and Hazardous Waste Management Plan and recommitting the City of Orting to its partnership with Pierce County.</p> | | | | |

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2022-23

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING THE 2021 TACOMA-PIERCE
COUNTY SOLID WASTE AND HAZARDOUS WASTE
MANAGEMENT PLAN AND RECOMMITTING THE CITY
OF ORTING TO ITS PARTNERSHIP WITH PIERCE
COUNTY.**

WHEREAS, Chapter 70A.205 of the Revised Code of Washington requires counties, in coordination with their cities and towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste, and to keep those plans in a “current” status through periodic review, update, and amendment; and

WHEREAS, Pierce County executed and maintains Solid Waste Interlocal Agreements with the cities and towns of Pierce County pursuant to Chapter 39.34 RCW and RCW 70A.205.040 which was approved by Council in January 2022; and

WHEREAS, said Solid Waste Interlocal Agreements designate Pierce County as lead solid waste planning agency pursuant to RCW 70A.205.040; and

WHEREAS, the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan (2021 Plan) is a strategic document, identifying goals, objectives, and actions necessary to achieve a community vision; and

WHEREAS, the Pierce County Council adopted the 2021 Plan by Ordinance 2022-19s on April 5, 2022; and

WHEREAS, Pierce County, in coordination with the Pierce County Solid Waste Advisory Committee (SWAC), drafted the 2021 Plan to replace the 2000 Solid Waste Plan; and

WHEREAS, the SWAC, in 9 regular meetings which included a Community Conversation portion for public participation, gathered and provided public comment on the 2021 Plan; and

WHEREAS, the SWAC held a public hearing and provided comments and recommended approval of the 2021 Plan; and

WHEREAS, the 2021 Plan was also presented to the public for comment at community events, on the Pierce County website, and through advertisements on social media; and

WHEREAS, the Pierce County Planning Commission reviewed the 2021 Plan for conformance with the Comprehensive Land Use Plan; and

WHEREAS, the Washington Department of Ecology and the Washington Utilities and Transportation Commission completed reviews pursuant to Chapter 70A.205 RCW and provided comments on December 16, 2021 and October 28, 2021; and

WHEREAS, the 2021 Plan was submitted to cities and towns of Pierce County for review and comment, with the County providing in-person and telephone briefings to interested officials; and

WHEREAS, the Pierce County Environmental Official issued A Determination of Nonsignificance (DNS) for the Programmatic Final Environmental Impact (FEIS) for the 2021 Plan in compliance with Title 18D PCC, “Development Regulations – Environmental”;

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

Section 1. The 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan is hereby adopted as the comprehensive solid waste management plan for the City of Orting.

Section 2. The City of Orting recommits to a partnership with the County to implement the goals, policies, recommendations, and disposal methods set forth in the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan.

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 14th DAY OF September, 2022.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation, and a political subdivision of the State of Washington ("County"), and the City of Orting, a municipal corporation authorized by Washington State, establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, the City of Orting and the County acknowledge that County intends to enter into identical individual Agreements with the cities and towns of Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Roy, Ruston, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson, creating a single agreement among all parties who execute identical individual Agreements. Each identical individual Agreement will differ only as to the City or Town identified as the non-County party to the Agreement. This Agreement will reference the cities and towns who execute individual identical Agreements collectively as the "Signatory Cities" and individually as the "Signatory City." Any signing entity also may be referenced as "Party" or, in any combination, "Parties."

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and many of the Signatory Cities previously entered into an Interlocal Agreement for the purpose of implementing the 2000 Tacoma-Pierce County Solid Waste Management Plan, which plan must now be replaced; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the Parties wish to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW.
- B. The Signatory Cities hereby choose, under RCW 70A.205.040(3)(c), to authorize Pierce County to prepare a plan for the Signatory Cities' solid waste management and to incorporate Signatory City plans in the County's comprehensive 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan ("Plan").
- C. The Signatory Cities agree that County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes Signatory City representation.
- D. The Signatory City executing this individual Agreement agrees that by doing so, it is entering into an agreement among the County and all Signatory Cities, binding County and all Signatory Cities to the terms set forth in this Agreement.

III. OBLIGATIONS

A. County

1. County, at its own expense, will prepare, and maintain in a current condition, the Plan, including plans for the Signatory Cities. As part of this obligation, County will circulate drafts to the Signatory Cities for review and comment and will circulate final drafts to the Signatory Cities for approval or rejection.
2. The County will coordinate planning activities with the City of Tacoma and incorporate materials submitted by Tacoma into the Plan.
3. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.

B. Signatory Cities

1. Each Signatory City, at its own expense, will review and respond to draft versions of the Plan and updates thereof.
2. Each Signatory City, at its own expense and following its own procedures, will either approve the final draft of the Plan or of any update or will instead

prepare and deliver to the Pierce County Auditor that Signatory City's own solid waste management plan for integration into the Plan.

3. Signatory Cities will implement and comply with applicable elements of an adopted Plan and any updates thereto.

C. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort. If the Parties are unable to resolve the dispute, the Parties hereby agree to arbitration. The Parties shall attempt to agree on an arbitration administrator, a set of arbitration rules, and a single arbitrator. If they cannot, then the Parties hereby agree to select the arbitrator or arbitration panel and to conduct the arbitration under the administration and rules of JAMS Seattle Mediation, Arbitration and ADR Services. The decision of the arbitrator or arbitration panel shall be considered final. In any dispute, each Party shall be responsible for its own attorney fees and other costs, and each disputing Party shall pay an equal share of the costs of arbitration, mediation, or other alternative dispute resolution.

V. ADDITIONAL MUNICIPALITIES

- A. Additional municipal entities may join the agreement among County and all Signatory Cities if that municipal entity's governing body agrees to the then current terms of this Agreement (including any amendments) pursuant to RCW 39.34.030(2) and executes an identical individual copy of the Agreement.

VI. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.
 - B. Process
 1. With input from SWAC, County staff will develop a draft and circulate that draft to Signatory Cities and to the Washington State Department of Ecology (Ecology).
 2. Signatory Cities will provide responsive comments, if any. If a Signatory City has not provided a response 30 days after receiving the draft, County may presume that Signatory City has no response and is not seeking any change to the draft.
 3. After good faith consideration of any responses from Signatory Cities and Ecology, County staff will prepare a final draft. County has discretion to

decide whether to change the final draft as a result of a Signatory City response.

4. County will provide the Signatory Cities with the final draft for each Signatory City to consider for approval under that City's own governing procedures.
5. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

C. Initiating Amendments and Updates

1. Either the County or any Signatory City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County shall conduct the Plan development process as outlined in this section.
2. The County shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.

VII. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each approving Party's governing procedures, by any combination of Signatory Cities and of the County representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord. To determine the 75% threshold, the Parties agree to use the population numbers maintained by the Washington State Office of Financial Management. Each Party hereby agrees to be bound by and comply with any Plan or update that is so approved, even if that Party has not itself approved it, reserving such a Party's right to end its participation in this Agreement as set forth herein.

VIII. TERM

- A. Commencing on the Effective Date, as defined herein, the term of this Agreement is twenty (20) years.
- B. A Signatory City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan and its own hazardous waste plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, a Signatory City must provide 12 month's advance written notice to County before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body,

PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.

- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

IX. EFFECTIVE DATE

- A. This Agreement shall be effective after it is approved by the Pierce County Council and executed by the Pierce County Executive, which shall occur only after the Signatory City has fully executed it.

X. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00 PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

Pierce County contact information:

Contract Services
950 Fawcett Avenue, Suite 200
Tacoma, WA 98402
pcpwcontractservices@piercecountywa.gov

City of Orting Contact information:

City Clerk
104 Bridge Street South
PO Box 489
Orting, WA 98360

- B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works Department shall be the Agreement Administrator. If a Division of that name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator.

XII. MUTUAL INDEMNIFICATION

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

With respect to the performance of this Agreement and as to claims against the other Party, its officers, agents and employees, the indemnifying Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying Party. This waiver is mutually negotiated by the parties to this Agreement.

XIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

IN WITNESS WHEREOF, this contract will be fully executed when all parties have signed below.

CITY OF ORTING:

DocuSigned by:
Joshua Penner 2/7/2022
6DBA32855A334F9...
Joshua Penner, Mayor Date

PIERCE COUNTY:

Approved as to Legal Form Only:

DocuSigned by:
La. [Signature] 6/27/2022
899CE74C5CD04C6
Prosecuting Attorney Date

Approved:

DocuSigned by:
Denndee Titatayn 6/27/2022
A599D0210080155
Department Director Date

DocuSigned by:
Gary Robinson 6/27/2022
8A7E9A7B8C1C
Finance Director Date

DocuSigned by:
Bruce Dammeier 6/27/2022
1BQ2210628D6495
County Executive Date

Certificate Of Completion

| | |
|--|------------------------------------|
| Envelope Id: 6D4CE88DE5C64BCFBF6AEDC367299C69 | Status: Completed |
| Subject: SC-108910: Comprehensive Solid and Hazardous Waste Management Planning within Pierce County | |
| Source Envelope: | |
| Document Pages: 8 | Signatures: 4 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Disabled | Tricia Jarbeaux |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 1102 Broadway |
| | Ste 101 |
| | Tacoma, WA 98402 |
| | tricia.jarbeaux@piercecountywa.gov |
| | IP Address: 75.172.50.105 |

Record Tracking

| | | |
|----------------------|------------------------------------|--------------------|
| Status: Original | Holder: Tricia Jarbeaux | Location: DocuSign |
| 6/27/2022 2:59:07 PM | tricia.jarbeaux@piercecountywa.gov | |

Signer Events

Jennifer Tetatzin
 jen.tetatzin@piercecountywa.gov
 Director, Planning and Public Works
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 AF90D0210080455...
 Signature Adoption: Pre-selected Style
 Signed by link sent to
 jen.tetatzin@piercecountywa.gov
 Using IP Address: 162.5.47.38

Timestamp

Sent: 6/27/2022 3:02:45 PM
 Viewed: 6/27/2022 3:05:49 PM
 Signed: 6/27/2022 3:06:18 PM

Electronic Record and Signature Disclosure:

Accepted: 2/2/2022 2:53:13 PM
 ID: b49ea462-c007-4070-be6d-238b2fb11469

Gary Robinson
 Gary.Robinson@piercecountywa.gov
 Finance Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 88F99CA97BBD418...
 Signature Adoption: Pre-selected Style
 Signed by link sent to
 Gary.Robinson@piercecountywa.gov
 Using IP Address: 131.191.33.16

Sent: 6/27/2022 3:02:45 PM
 Viewed: 6/27/2022 3:47:26 PM
 Signed: 6/27/2022 3:47:54 PM

Electronic Record and Signature Disclosure:

Accepted: 6/27/2022 3:47:26 PM
 ID: 673a14ac-dc3c-4fba-9bf5-b64a29f7a788

Ian Northrip
 ian.northrip@piercecountywa.gov
 Deputy PA
 Security Level: Email, Account Authentication (None)


DocuSigned by:

 899CE74C5CDC4C6...
 Signature Adoption: Uploaded Signature Image
 Signed by link sent to
 ian.northrip@piercecountywa.gov
 Using IP Address: 73.225.78.209

Sent: 6/27/2022 3:02:45 PM
 Viewed: 6/27/2022 4:11:08 PM
 Signed: 6/27/2022 4:11:52 PM

Electronic Record and Signature Disclosure:

Accepted: 6/27/2022 4:11:08 PM
 ID: 5eb82eb0-f904-4c11-b455-4b692bf395af

| Signer Events | Signature | Timestamp |
|---|--|--|
| Bruce Dammeier PCEXECUTIVE@piercecountywa.gov Pierce County Executive Security Level: Email, Account Authentication (None) |  <p>Signature Adoption: Pre-selected Style Signed by link sent to PCEXECUTIVE@piercecountywa.gov Using IP Address: 162.5.54.49</p> | Sent: 6/27/2022 4:11:53 PM Viewed: 6/27/2022 4:12:46 PM Signed: 6/27/2022 4:12:52 PM |

Electronic Record and Signature Disclosure:
 Accepted: 6/27/2022 4:12:46 PM
 ID: 2846318c-ea13-43e1-b712-e7f9c02ef38e

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| | | |
|---|---|--|
| Chris Brown chris.brown@piercecountywa.gov Security Level: Email, Account Authentication (None) |  | Sent: 6/27/2022 3:02:44 PM Viewed: 6/27/2022 3:03:19 PM |
|---|---|--|

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 6/27/2022 3:02:44 PM |
| Certified Delivered | Security Checked | 6/27/2022 4:12:46 PM |
| Signing Complete | Security Checked | 6/27/2022 4:12:52 PM |
| Completed | Security Checked | 6/27/2022 4:12:52 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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