

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 28th, 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/87969971547?pwd=NmpxYTB5L3dxWVFDMDkpczYjZXTTZlQT09>
Telephone: 1-253-215-8782 - Meeting ID: 879 6997 1547 and the passcode 972911

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 28th, 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. SWEARING IN OF POLICE OFFICER.

- A. Jady Gibbs.

4. CONSENT AGENDA.

- A. Payroll Claims and Warrants.

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)

Motion: 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.

**B. AB22-79 – AFSCME Collective Bargaining Agreement Adoption Resolution.
Scott Larson**

Optional Motion: To adopt Resolution 2022-24, a resolution of the City of Orting, Washington, authorizing the execution of a Collective Bargaining Agreement between the City and AFSCME, Local 120, Public Works/Office Employees, effective January 1, 2023 through December 31, 2025.

6. EXECUTIVE SESSION.

7. ADJOURNMENT.

Motion: To Adjourn.

STATE OF WASHINGTON,

}ss.

OATH OF OFFICE

County of Pierce

I, JADYN GIBBS residing in King County, Washington,

do solemnly swear I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will faithfully and impartially perform the duties of the office of Police Officer for the City of Orting, in and for Pierce County, Washington, as such duties are prescribed by law, so help me God.

Jadyn Gibbs

Subscribed and sworn to before me this 28th day of September, 2022

John Curry, Judge

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk

VOUCHER/WARRANT REGISTER
FOR **SEPTEMBER 28, 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 28th COUNCIL

CLAIMS WARRANTS #51536 THRU # 51600
IN THE AMOUNT OF \$ 362,822.44
MASTERCARD EFT \$ 11,813.87

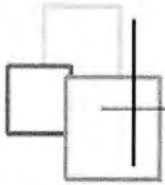
PAYROLL WARRANTS #23921 THRU #23924 = \$ 13,460.02
EFT IN THE AMOUNT OF \$ 135446.72
Carry Over \$ 26,220.98

ARE APPROVED FOR PAYMENT ON September 28, 2022

COUNCILPERSON _____

COUNCILPERSON _____

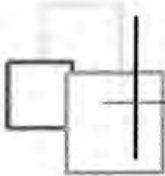
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - 2022-September - Council 2nd -9/28/2022

Fund Number	Description	Amount
001	Current Expense	\$70,816.48
101	City Streets	\$14,914.88
104	Cemetery	\$8,690.65
105	Parks Department	\$9,139.20
401	Water	\$39,247.52
408	Wastewater	\$205,430.29
410	Stormwater	\$26,397.29
	Count: 7	\$374,636.31

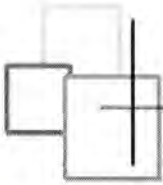


Register

Fiscal: 2022
 Deposit Period: 2022 - 2022-September
 Check Period: 2022 - 2022-September - Council 2nd -9/28/2022

Number	Name	Entry Date	Cleared Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-MasterCard -AUG 2022</u>	Keybank-MasterCard	9/15/2022	9/12/2022	\$11,813.87
		Total	Check	\$11,813.87
		Total	0032707010	\$11,813.87
Key Bank	2000073			
Check				
<u>51536</u>	Advanced Analytical Solutions	9/14/2022		\$568.76
<u>51537</u>	AT&T Mobilty	9/14/2022		\$2,707.17
<u>51538</u>	Big J'S Outdoor Store	9/14/2022		\$405.84
<u>51539</u>	CenturyLink-Lumen	9/14/2022		\$1,913.80
<u>51540</u>	Grainger	9/14/2022		\$2,064.87
<u>51541</u>	H D Fowler Company	9/14/2022		\$2,970.27
<u>51542</u>	Hach Company	9/14/2022		\$1,112.59
<u>51543</u>	Inslee, Best, Doezie & Ryder, P.S	9/14/2022		\$14,116.72
<u>51544</u>	Intercom Language Services	9/14/2022		\$150.00
<u>51545</u>	Javelina Trading Company	9/14/2022		\$266.15
<u>51546</u>	Jennings Equipment Inc	9/14/2022		\$909.33
<u>51547</u>	McClatchy Company LLC	9/14/2022		\$779.96
<u>51548</u>	O'Reilly Auto Parts	9/14/2022		\$85.04
<u>51549</u>	Orting School Dist #344	9/14/2022		\$1,757.91
<u>51550</u>	P.C. Budget & Finance	9/14/2022		\$375.12
<u>51551</u>	Parametrix	9/14/2022		\$233,709.54
<u>51552</u>	Puget Sound Energy	9/14/2022		\$1,234.72
<u>51553</u>	Sound Electronics	9/14/2022		\$406.97
<u>51554</u>	Sumner Lawn'n Saw	9/14/2022		\$346.44
<u>51555</u>	The Walls Law Firm	9/14/2022		\$2,070.25
<u>51556</u>	Ultimate Training Munitions	9/14/2022		\$1,554.73
<u>51557</u>	UniFirst Corporation	9/14/2022		\$1,624.48
<u>51558</u>	Utilities Underground Location Center	9/14/2022		\$92.88
<u>51559</u>	Wa. State Dept. of Ecolog	9/14/2022		\$600.00
<u>51560</u>	Water Management Lab Inc.	9/14/2022		\$211.00
<u>51561</u>	Alfiere, Michell	9/28/2022		\$51.00
<u>51562</u>	ARG-Timco Inc	9/28/2022		\$31.48
<u>51563</u>	Arrow Lumber	9/28/2022		\$935.38
<u>51564</u>	Associated Petroleum Products INC	9/28/2022		\$2,140.77
<u>51565</u>	Brisco Inc.	9/28/2022		\$167.18
<u>51566</u>	Bunce Rental Inc	9/28/2022		\$540.94

Check #	Vendor	Date	Amount
51567	Capital One Trade Credit	9/28/2022	\$122.80
51568	Centurylink	9/28/2022	\$1,437.54
51569	Cintas Corporation #461	9/28/2022	\$589.36
51570	Core & Main LP	9/28/2022	\$1,543.37
51571	Culligan Seattle WA	9/28/2022	\$44.39
51572	Drain-Pro INC	9/28/2022	\$1,618.50
51573	Ford Motor Credit Company LLC	9/28/2022	\$1,103.78
51574	Frost Landscape	9/28/2022	\$13,507.48
51575	GreatAmerica Financial Svcs	9/28/2022	\$1,131.79
51576	H D Fowler Company	9/28/2022	\$1,083.23
51577	Hach Company	9/28/2022	\$192.99
51578	Hometown Consulting	9/28/2022	\$6,000.00
51579	Law Offices of Matthew J Rusnak	9/28/2022	\$2,132.36
51580	Lawson Electric	9/28/2022	\$1,230.17
51581	Linde Gas & Equipment INC	9/28/2022	\$148.27
51582	Murreys Disposal Company INC	9/28/2022	\$1,747.72
51583	Orca Pacific, Inc	9/28/2022	\$2,270.05
51584	P.C. Budget & Finance	9/28/2022	\$5,090.90
51585	Platt	9/28/2022	\$35.20
51586	Popular Networks, Llc	9/28/2022	\$6,186.79
51587	Puget Sound Energy	9/28/2022	\$27,591.71
51588	Purcor Pest Solutions	9/28/2022	\$342.69
51589	Puyallup Towing	9/28/2022	\$572.00
51590	Puyallup, City of	9/28/2022	\$577.57
51591	Spectral Laboratories	9/28/2022	\$342.00
51592	Tacoma, City Of -City Treasurer	9/28/2022	\$650.00
51593	Tri-Tech Forensics Inc	9/28/2022	\$629.00
51594	UniFirst Corporation	9/28/2022	\$225.53
51595	Valley Landscape Supply	9/28/2022	\$2,032.90
51596	Valley Sign	9/28/2022	\$311.79
51597	Washington Rock Quarries,	9/28/2022	\$1,356.11
51598	Washington State Patrol-Budget And Fiscal Services	9/28/2022	\$142.50
51599	Western Exterminator Company	9/28/2022	\$2,310.53
51600	Wex Bank	9/28/2022	\$2,620.13
	Total	Check	\$362,822.44
	Total	2000073	\$362,822.44
	Grand Total		\$374,636.31



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Advanced Analytical Solutions	51536	32022	408-535-10-41-03	Lab Testing	\$568.76
				Total	\$568.76
Alfiere, Michell	51561	SEPT2022-400	001-571-20-31-42	Mileage for SEEK Day Camp	\$51.00
				Total	\$51.00
ARG-Timco Inc	51562	T048209	408-535-50-48-02	Hose Repair-WO8837	\$31.48
				Total	\$31.48
Arrow Lumber	51563	600186-Sept2022	001-575-50-48-00	Keys	\$8.17
			101-542-30-31-02	Gloves-Safety Glasses	\$6.39
			101-542-30-31-02	Gloves-Safety Glasses	\$13.72
			101-542-30-48-02	Grip Watering Nozzle-WO8584	\$9.29
			101-542-30-48-02	Spark Light & Flint WO8584	\$9.29
			101-542-30-48-02	Propane Crack Sealing WO8584	\$12.95
			101-542-30-48-02	Propane Crack Sealing WO8584	\$19.71
			101-542-30-48-02	Propane & Hillman Fasteners-Crack Sealing WO8584	\$29.53
			101-542-30-48-02	Propane Crack Sealing WO8584	\$31.49
			101-542-30-48-02	Propane Crack Sealing WO8584	\$32.08
			101-542-30-48-02	Propane Crack Sealing WO8584	\$32.96
			101-542-30-48-02	Gloves & Propane Crack Sealing WO8584	\$49.54
			104-536-50-48-00	Hose Fitting-Keys - WO8205	\$67.11
			105-576-80-31-00	Hillman Fasteners	\$1.86
			105-576-80-31-00	Key Sets for Nrw Employees-WO 8628	\$7.40
			105-576-80-31-00	Key Sets for Nrw Employees-WO 8628	\$14.95
			105-576-80-31-00	Electrical Tape-Sill Lock Key	\$16.88
			105-576-80-31-00	Gloves-Safety Glasses	\$19.32
			105-576-80-31-00	Gloves-Safety Glasses	\$19.32

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	51563	600186-Sept2022	105-576-80-31-00	Electrical Tape-Sill Lock Key-Hex Shank	\$21.29
			105-576-80-31-02	Elbow-Cement-PVC Pipe WO8564	\$15.60
			105-576-80-48-00	Hillman Fasteners- Park Benches	\$1.16
			105-576-80-48-00	Ground Contact & Hillman Fasteners- Park	\$19.45
			105-576-80-48-00	Post-Hillman Fasteners	\$48.49
			105-576-80-48-01	Ground Contact- Park WO8636	\$15.32
			105-576-80-48-01	Hillman Fasteners- Ground Contact- Park WO8636	\$51.83
			105-576-80-48-01	Paint-Shank- Hillman Fasteners- Ground Contact- Park WO8636	\$137.81
			401-534-50-48-02	Grass Seed-Water Department	\$114.82
			408-535-10-31-00	Batteries-WO8350	\$26.23
			408-535-60-48-04	Bowl Screws-Park Restrooms 8811	\$1.42
			408-535-60-48-04	Wax Ring-Park Restroom 8811	\$3.38
			408-535-60-48-04	Bowl Bolts 881	\$3.38
			408-535-60-48-04	Wax Ring-Park Restroom 8811	\$4.80
			408-535-60-48-04	Bolt Caps-Bowl Bolts-Park Restrooms 8811	\$7.42
			410-531-38-31-00	Gloves-Safety Glasses	\$6.39
			410-531-38-31-00	Gloves-Safety Glasses	\$13.72
			410-531-38-48-00	Grip Watering Nozzle	\$9.29
			410-531-38-48-02	Chain-Storm Water	\$31.62
Associated Petroleum Products INC	51564	22-629473	101-542-30-32-00	Fuel	\$214.06
			401-534-80-32-00	Fuel	\$856.31
			408-535-80-32-00	Fuel	\$428.16
			410-531-38-32-01	Fuel	\$642.24
				Total	\$2,140.77
AT&T Mobilty	51537	287300949706X09042022	001-512-50-42-00	Cell Phones	\$45.66
			001-521-50-42-00	Cell Phones & Data	\$1,043.55
		287309454338X09042022	001-514-23-42-00	Cell Phones	\$206.39
			001-524-20-42-00	Cell Phones	\$45.66
			001-575-50-42-01	Cell Phones	\$50.71
			401-534-10-42-01	Cell Phones & Data	\$657.60
			408-535-10-42-01	Cell Phones & Data	\$657.60
				Total	\$2,707.17
Big J'S Outdoor Store	51538	SEPT2022-300	001-521-50-48-04	Brushes	\$14.74

Vendor	Number	Invoice	Account Number	Notes	Amount
Big J'S Outdoor Store	51538	SEPT2022-300	101-542-30-31-02	Pants-Bingham	\$82.03
			105-576-80-31-00	Pants-Bingham	\$82.03
			408-535-10-31-05	Boots-Elder	\$145.00
			410-531-38-31-00	Pants-Bingham	\$82.04
			Total	\$405.84	
Brisco Inc.	51565	SEPT-401	001-524-20-32-01	Fuel Buiding	\$72.00
			401-534-80-32-00	Fuel Water	\$95.18
			Total	\$167.18	
Bunce Rental Inc	51566	353227-2	401-534-50-48-02	Trencher for City Hall	\$540.94
Total	\$540.94				
Capital One Trade Credit	51567	1643842834	101-542-30-31-00	Grab Bar	\$57.18
			101-542-30-48-02	Loppers	\$45.94
			105-576-80-31-02	Plant Food-Hanging Baskets	\$19.68
			Total	\$122.80	
Centurylink	51568	488147600-SEPT2022	001-512-50-42-00	City Hall Bridge ST	\$99.34
			001-514-23-42-00	City Hall Bridge ST	\$188.94
			001-521-50-42-00	City Hall Bridge ST	\$425.76
			001-524-20-42-00	City Hall Bridge ST	\$42.28
			001-575-50-42-01	City Hall Bridge ST	\$42.58
			101-542-30-42-00	City Hall Bridge ST	\$56.77
			105-576-80-41-16	City Hall Bridge ST	\$42.57
			401-534-10-42-01	City Hall Bridge ST	\$170.31
			408-535-10-42-01	City Hall Bridge ST	\$198.69
			410-531-38-42-01	City Hall Bridge ST	\$170.30
			Total	\$1,437.54	
			CenturyLink-Lumen	51539	600792002
001-514-23-42-00	City Hall Internet	\$229.66			
001-521-50-42-00	City Hall Internet	\$574.14			
001-524-20-42-00	City Hall Internet	\$57.41			
101-542-30-42-00	City Hall Internet	\$76.55			
105-576-80-41-16	City Hall Internet	\$114.83			
401-534-10-42-01	City Hall Internet	\$229.66			
408-535-10-42-01	City Hall Internet	\$267.93			
410-531-38-42-01	City Hall Internet	\$229.65			
Total	\$1,913.80				
Cintas Corporation #461	51569	4125622361	408-535-60-48-04	Cleaning of City Park Restrooms	\$294.68
		4131121594	408-535-60-48-04	Cleaning of City Park Restrooms	\$294.68
		Total	\$589.36		
Core & Main LP	51570	R552772	401-534-50-48-02	Insert-Brass Nipple-Snipper-Tape-WO8148	\$1,543.37
Total	\$1,543.37				

Vendor	Number	Invoice	Account Number	Notes	Amount
Culligan Seattle WA	51571	0701314	001-521-20-31-03	Water for Police	\$44.39
				Total	\$44.39
Drain-Pro INC	51572	104229	408-535-60-48-04	Honey Bucket Service - Cemetery	\$96.57
		104230	408-535-60-48-04	Honey Bucket Service-Whitehawk Park	\$97.91
		104231	408-535-60-48-04	Honey Bucket Service-Farmers Market	\$217.51
		104232	408-535-60-48-04	Honey Bucket Rental-Main Park	\$304.50
		104233	408-535-60-48-04	Honey Bucket Rental-Skate Park	\$193.38
		104234	408-535-60-48-04	Honey Bucket Service Rocky Road	\$193.38
		104235	408-535-60-48-04	Honey Bucket Service- Rental River Ave	\$193.38
		104985	408-535-60-48-04	Honey Bucket Service-Gratzer Ball Fields	\$321.87
				Total	\$1,618.50
Ford Motor Credit Company LLC	51573	1772034-Lease Payment #47 - 2018 Ford F-150-8487902	001-591-21-70-03	Lease Payment #47 - 2018 Ford F-150-P 8487902	\$814.40
			001-592-21-80-02	Lease Payment #47 - 2018 Ford F-150-l 8487902	\$289.38
				Total	\$1,103.78
Frost Landscape	51574	17656	104-536-50-41-02	Landscape Services--Cemetery	\$7,928.45
			105-576-80-48-08	Landscape Services-Park & Trails	\$4,840.58
			410-531-38-48-08	Landscape Services-Rain Gardens	\$218.80
		Invoice - 9/16/2022 11:35:18 AM	001-514-23-41-16	Landscape Services-City Hall	\$103.93
			001-521-50-42-04	Landscape Services-City Hall	\$103.93
			401-534-60-49-01	Landscape Services-City Hall	\$103.93
			408-535-10-41-16	Landscape Services-City Hall	\$103.93
			410-531-38-48-08	Landscape Services-City Hall	\$103.93
				Total	\$13,507.48
Grainger	51540	9421934697	408-535-50-48-02	25' Duct-Multi Gas Detector-Calibration Label	\$2,064.87
				Total	\$2,064.87
GreatAmerica Financial Svcs	51575	324329922	001-594-12-41-02	Phone Lease	\$79.23

Vendor	Number	Invoice	Account Number	Notes	Amount	
GreatAmerica Financial Svcs	51575	324329922	001-594-14-41-03	Phone Lease	\$147.13	
			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	
						Total
H D Fowler Company	51541	16199529	401-534-50-48-02	Irrigation-City Hall	\$2,970.27	
			401-534-50-48-06	Meter Box-Cover- Flow Control- Latching Solenoid	\$1,083.23	
	51576	16207666		Total	\$4,053.50	
Hach Company	51542	13203804	408-535-10-31-04	Chemical Purchase	\$855.84	
			408-535-10-31-04	Chemical Purchases	\$256.75	
	51577	13230076	408-535-10-31-04	Chemical Purchases	\$192.99	
				Total	\$1,305.58	
Hometown Consulting	51578	#06	001-513-10-41-01	Lobbying Services- 1st & 2nd QRT	\$6,000.00	
				Total	\$6,000.00	
Inslee, Best, Doezie & Ryder, P.S	51543	385422	001-515-41-41-01	City Attorney Service	\$2,225.00	
			001-515-41-41-02	City Attorney Service-Public Records Requests	\$125.00	
			001-515-41-41-02	City Attorney Service	\$600.00	
			001-515-41-41-04	Chronic Usage- 0010	\$600.00	
			001-515-41-41-05	City Attorney Service-HR	\$250.00	
			001-515-41-41-06	City Attorney Service-Code Enforcement	\$800.00	
			001-515-41-41-07	City Attorney Service- Development	\$25.00	
			101-542-30-41-05	City Attorney Service-Streets	\$500.00	
			410-531-39-41-04	City Attorney Service-Stormwater	\$475.00	
			386632	001-515-41-41-01	City Attorney Services	\$2,225.00
				001-515-41-41-02	City Attorney Services-Parks	\$60.83
				001-515-41-41-02	City Attorney Services-Public Records Request	\$790.83
				001-515-41-41-02	City Attorney Services	\$2,459.20
				001-515-41-41-05	City Attorney Services-HR	\$1,095.01

Vendor	Number	Invoice#	Account Number	Notes	Amount
Inslee, Best, Doezie & Ryder, P.S	51543	386632	001-515-41-41-06	City Attorney Services-Code Enforcement	\$1,399.18
			001-521-50-41-02	City Attorney Services-PD Legal	\$182.50
			410-531-39-41-04	City Attorney Services-Stormwater	\$304.17
				Total	\$14,116.72
Intercom Language Services	51544	22-374	001-512-50-49-05	Interpreter-2A0224893	\$150.00
				Total	\$150.00
Javelina Trading Company	51545	2208028	408-535-10-31-00	Safety Vest-Gloves-Socket Sets	\$266.15
				Total	\$266.15
Jennings Equipment Inc	51546	57865P	105-576-80-48-01	Safety Switch-Oil Change & Filters FA 1046	\$181.88
			401-534-50-48-04	Safety Switch-Oil Change & Filters FA 1046	\$90.94
			410-531-38-48-01	Safety Switch-Oil Change & Filters FA 1046	\$636.51
				Total	\$909.33
Keybank-MasterCard	EFT-MasterCard - AUG 2022	0525-Agfalvi August 2022	001-513-10-31-00	Zoom for Council Meetings	\$65.60
			001-513-10-31-03	Gift Cards-Wellness Events & Team Building	\$50.50
		1397-Turner August 2022	001-514-23-31-02	Adobe	\$55.05
			001-521-40-31-02	Freezer	\$215.52
			001-521-50-48-02	Car Wash	\$14.00
			001-521-50-48-02	Car Wash	\$14.00
			001-521-50-48-02	Car Wash	\$15.00
		1513-Kainos August 2022	001-521-50-48-02	Car Wash	\$15.00
			001-523-60-41-00	2 Watch Monitoring -Hart	\$322.00
		1668-Finance August 2022	001-512-50-31-00	Stamps	\$31.50
			001-514-23-31-01	Posted Stamp-Batteries-Hole Punch	\$12.67
			001-514-23-31-01	Finance-Postage	\$132.50
			001-514-23-31-02	Laminating Sheets	\$4.67
			001-514-23-31-02	P-Touch Label Maker	\$9.19
			001-514-23-31-02	Mounting Dots-Label Tape	\$16.96
			001-514-23-31-02	Stamps.Com	\$19.68
			001-514-23-31-02	Adobe Acrobat	\$24.83
			001-514-23-31-02	Stamps	\$31.50
			001-521-20-31-03	Stamps	\$10.50
		001-521-20-31-07	Code Enforcement-Postage	\$3.12	
001-521-20-31-07	Police-Postage	\$13.25			
001-558-60-31-02	Planning-Postage	\$278.25			

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank-MasterCard	EFT-MasterCard - AUG 2022	1668-Finance August 2022	001-575-50-31-01	P-Touch Label Maker	\$9.19	
			001-575-50-31-01	File Folders-Stamp	\$16.75	
			001-575-50-31-01	Laminating Sheets	\$18.69	
			001-575-50-31-01	Post-it Notes	\$24.77	
			401-534-10-31-00	P-Touch Label Maker	\$9.18	
			401-534-10-31-00	Stamps	\$10.50	
			401-534-10-31-00	Posted Stamp-Batteries-Hole Punch	\$12.67	
			401-534-10-31-00	Mounting Dots-Label Tape	\$16.96	
			401-534-10-41-06	Laminating Sheets	\$4.67	
			401-534-10-42-00	Water-Postage	\$13.25	
			408-535-10-41-14	Laminating Sheets	\$4.67	
			408-535-10-41-14	P-Touch Label Maker	\$9.19	
			408-535-10-41-14	Stamps	\$10.50	
			408-535-10-41-14	Posted Stamp-Batteries-Hole Punch	\$12.67	
			408-535-10-41-14	Mounting Dots-Label Tape	\$16.97	
			408-535-10-42-00	Sewer Postage	\$13.25	
			410-531-38-31-00	Laminating Sheets	\$4.67	
			410-531-38-31-00	P-Touch Label Maker	\$9.19	
			410-531-38-31-00	Stamps	\$10.50	
			410-531-38-31-00	Posted Stamp-Batteries-Hole Punch	\$12.68	
			410-531-38-31-00	Mounting Dots-Label Tape	\$16.97	
			410-531-38-42-00	Storm Postage	\$13.25	
			1920-Gabreluk August 2022	001-521-20-41-00	Psychological Evaluation-Bond	\$385.00
				001-521-30-31-04	Adobe Records Redaction	\$17.27
				001-521-30-49-00	Kids Badges for Crime Prevention	\$467.00
				001-521-50-48-02	Car Wash	\$18.00
			3589-Alfiere August 2022	001-521-50-48-02	Car Wash	\$18.00
				001-521-50-48-02	Tire for 2018 Ford Interceptor-44447	\$162.71
				001-571-20-31-38	Entrance Fee-SEEK Outdoor Program	\$10.00
				001-571-20-31-38	Lunch Stuff-SEEK Outdoor Program	\$12.08
				001-571-20-31-38	Lunches for SEEK Outdoor Program	\$74.94
				001-571-20-31-38	Lunches for SEEK Outdoor Program	\$85.04
				001-571-20-31-42	Pencils-SEEK Day Camp	\$4.05
				001-571-20-31-42	Craft Spring Fun-Lunch Items for-SEEK Day Camp	\$5.50
				001-571-20-31-42	Sun Squad-SEEK Day Camp	\$5.59
				001-571-20-31-42	Paper Plates-SEEK Day Camp	\$9.45

Vendor	Number	Invoice	Account Number	Note	Amount
Keybank-MasterCard	EFT-MasterCard - AUG 2022	3589-Alfiere August 2022	001-571-20-31-42	Lunch Stuff-SEEK Outdoor Program	\$12.98
			001-571-20-31-42	Tape-Lunch Items for-SEEK Day Camp	\$15.71
			001-571-20-31-42	Fluorescent Labels-SEEK Day Camp	\$17.27
			001-571-20-31-42	Fluorescent Labels-SEEK Day Camp	\$18.35
			001-571-20-31-42	Ice Packs-SEEK Day Camp	\$25.79
			001-571-20-31-42	Bottles with Cap-SEEK Day Camp	\$30.12
			001-571-20-31-42	Bead Kits-Card Stock-SEEK Day Camp	\$31.30
			001-571-20-31-42	Pom Pom Balls-Craft Sticks-SEEK Day Camp	\$32.38
			001-571-20-31-42	Paper Towels-Organizer-Paint-SEEK Day Camp	\$33.75
			001-571-20-31-42	Slimy Sand for SEEK Day Camp	\$35.40
			001-571-20-31-42	Card Stock-Clipboard-Funnel Bottles-SEEK Day Camp	\$40.10
			001-571-20-31-42	Table Cloths-Gloves-SEEK Day Camp	\$43.17
			001-571-20-31-42	Lunch Stuff-SEEK Outdoor Program	\$49.98
			001-571-20-31-42	Rainbow Paper Kit-Sidewalk Chalk-Beads-SEEK Day Camp	\$52.83
			001-571-20-31-42	Games for SEEK Day Camp	\$54.43
			001-571-20-31-42	Lunch Items for-SEEK Day Camp	\$54.69
			001-571-20-31-42	Lunch Stuff-SEEK Outdoor Program	\$66.10
			001-571-20-31-42	Lunch Items for-SEEK Day Camp	\$74.61
			001-571-20-31-42	Lunch Stuff-SEEK Outdoor Program	\$82.79
			001-571-20-31-42	Lunch Items for-SEEK Day Camp	\$83.64
			001-571-20-31-42	Stepping Stones for SEEK Day Camp	\$87.51
			001-571-20-31-42	Lunch Items for-SEEK Day Camp	\$89.59
			001-571-20-31-42	Lunch Items for-SEEK Day Camp	\$96.58
			001-571-20-31-42	Lunch Items & Batteries for-SEEK Day Camp	\$106.18
			001-571-20-31-42	Lunch Items for-SEEK Day Camp	\$110.22
			001-571-20-31-42	Glue-Storage Boxes-Crayons for SEEK Day Camp	\$118.72

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT-MasterCard - AUG 2022	3589-Alfiere August 2022	001-571-20-31-42	Cleaning Supplies-	\$123.69
			001-571-20-31-42	Bags-Trash Bags-	
			001-571-20-31-42	SEEK Day Camp	\$218.14
			001-571-20-31-42	Lunch Items for-	
		4225-Daskam August 2022	001-575-50-31-03	SEEK Day Camp	\$487.96
			408-535-10-31-00	Folding Mats for	
			408-535-10-31-00	SEEK Day Camp	\$70.56
			408-535-10-31-00	Folding Tables	\$14.75
			408-535-10-31-00	Postage for DO	
			408-535-10-31-00	Meter Repair	\$16.40
			408-535-10-31-00	Prime Fee	\$112.05
			408-535-10-31-00	Postage-Return of	
			408-535-10-31-00	Rental DR 3900	\$145.50
			408-535-10-31-00	Exam Math Book-	
			408-535-10-31-00	WW Collections	\$861.35
			408-535-50-48-03	Book	\$244.75
		4499-Bielka August 2022	408-535-90-49-00	Weed Control	\$687.68
			408-535-90-49-00	WaterShield Paint	
		5423-Pukic Works-August 2022	101-542-30-31-00	Flight-Hotel-Rental	\$109.40
			101-542-30-31-00	Car-Meal-Touring of	
			101-542-30-35-00	WWTP Redwood	
			101-542-30-35-00	City CA	
			101-542-30-35-00	Task Chair	\$23.39
			101-542-30-35-00	1/2"- 1/4" - 3/8"	
			101-542-30-35-00	Socket Rail -	\$42.33
			101-542-30-35-00	Bucket & Tray	\$142.12
			101-542-30-35-00	Wrench	\$23.39
			101-542-30-35-00	815 Piece Tool Set	\$71.03
			104-536-50-35-00	1/2"- 1/4" - 3/8"	\$53.39
			104-536-50-35-00	Socket Rail -	
			104-536-50-35-00	Bucket & Tray	\$71.03
			104-536-50-35-00	815 Piece Tool Set	\$53.39
			105-576-80-31-00	Samsung Galaxy	
			105-576-80-31-00	Lite Case	\$109.39
			105-576-80-31-00	Task Chair	\$23.39
			105-576-80-35-00	1/2"- 1/4" - 3/8"	
			105-576-80-35-00	Socket Rail -	\$42.32
			105-576-80-35-00	Bucket & Tray	\$142.12
		105-576-80-35-00	Wrench	\$192.82	
		401-534-10-31-00	815 Piece Tool Set	\$15.29	
401-534-10-31-00	Impact Drills -Max	\$16.50			
401-534-10-31-00	Fit 30PC- Drill Set				
401-534-10-31-00	Receipt Paper	\$17.18			
401-534-10-31-00	Tech 3 - 3 Cell	\$17.18			
401-534-10-31-00	Batteries	\$39.67			
401-534-10-31-00	Water				
401-534-10-31-00	Water	\$17.18			
401-534-10-31-00	5-Tier Shelf- File	\$39.67			
401-534-10-31-00	Labels	\$50.50			
401-534-10-31-00	Batteries-Wall				
401-534-10-31-02	Charger	\$52.92			
401-534-10-31-02	Radin 3 Remove				
401-534-50-35-00	Contol-STD License	\$23.40			
401-534-50-35-00	1/2"- 1/4" - 3/8"				
401-534-50-35-00	Socket Rail -Bucket				
401-534-50-35-00	& Tray	\$94.94			
401-534-50-35-00	Flex Seal- 1/2'				
401-534-50-35-00	Torch Wrench-				
401-534-50-35-00	Concrete Seal-				
401-534-50-35-00	Caulk Gun- Sweep				
401-534-50-35-00	Cap-Achor Sleeve				
401-534-50-35-00	Impact Drills -Max	\$192.82			
401-534-50-35-00	Fit 30PC- Drill Set				

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT-MasterCard - AUG 2022	5423-Pukic Works-August 2022	401-534-50-35-00	815 Piece Tool Set	\$355.28
			401-534-50-48-03	Flex Seal- 1/2' Torch Wrench- Concrete Seal- Caulk Gun- Sweep Cap-Achor Sleeve	\$120.09
			408-535-10-31-00	Water	\$17.18
			408-535-10-31-00	Water	\$17.18
			408-535-10-31-00	Office of Water O&M of WW Collection System Manual	\$121.00
			408-535-10-31-00	Exter Hard Drive USB-C-USB-C Mouse-Pipe Camera	\$174.48
			408-535-10-31-00	Realspace Desk	\$339.13
			408-535-50-35-00	1/2"- 1/4" - 3/8" Socket Rail -Bucket & Tray	\$23.39
			408-535-50-35-00	815 Piece Tool Set	\$355.28
			410-531-38-31-00	Return Receipt Postage-Storm Rentention Pond Letters-Rudnick Ave NW & Tacoma Ave N	\$54.95
			410-531-38-31-00	Exter Hard Drive USB-C-USB-C Mouse-Pipe Camera	\$174.47
			410-531-38-35-00	1/2"- 1/4" - 3/8" Socket Rail - Bucket & Tray	\$23.39
			410-531-38-35-00	Impact Drills -Max Fit 30PC- Drill Set	\$192.83
			410-531-38-35-00	815 Piece Tool Set	\$355.28
		6744-Hattaway August 2022	001-521-40-49-00	Meals for Hattaway-Crime Scene Investigations	\$35.60
			001-521-50-48-02	Car Wash	\$23.00
		7369-Larosn August 2022	001-512-50-31-00	Adobe Acrobat	\$19.43
			001-514-23-31-02	Adobe Acrobat	\$37.56
			001-521-20-31-03	Adobe Acrobat	\$37.56
			001-524-20-31-00	Adobe Acrobat	\$37.56
			401-534-10-31-00	Adobe Acrobat	\$21.37
			408-535-10-41-14	Adobe Acrobat	\$21.36
			410-531-38-31-00	Adobe Acrobat	\$19.43
		8222-Russo August 2022	001-514-23-31-02	Case for Remarkable Tablet	\$5.41
			001-514-23-31-02	Visual Direct Magnetic Dry Erase Board	\$18.06
			001-514-23-31-02	Checkpeople	\$34.15
			101-542-30-31-00	Case for Remarkable Tablet	\$4.92
			101-542-30-31-00	Visual Direct Magnetic Dry Erase Board	\$16.41
			105-576-80-31-00	Case for Remarkable Tablet	\$4.92

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank-MasterCard	EFT-MasterCard - AUG 2022	8222-Russo August 2022	105-576-80-31-00	Visual Direct	\$16.40	
			401-534-10-31-00	Magnetic Dry Erase Board		
				Case for Remarkable Tablet	\$13.29	
			401-534-10-31-00	Visual Direct	\$44.30	
				Magnetic Dry Erase Board		
			408-535-10-41-14	Case for Remarkable Tablet	\$10.83	
			408-535-10-41-14	Visual Direct	\$36.10	
				Magnetic Dry Erase Board		
			410-531-38-31-00	Case for Remarkable Tablet	\$9.84	
			410-531-38-31-00	Visual Direct	\$32.82	
				Magnetic Dry Erase Board		
		8502-Police August 2022	001-521-20-31-03	Office Supplies	\$128.05	
			001-521-50-48-02	Car Wash	\$18.00	
				Total	\$11,813.87	
Law Offices of Matthew J Rusnak	51579	414	001-512-50-49-01	Court Appointed Attorney-Sept 2022	\$2,132.36	
				Total	\$2,132.36	
Lawson Electric	51580	1373	001-514-21-48-01		\$1,230.17	
				Total	\$1,230.17	
Linde Gas & Equipment INC	51581	31088306	408-535-10-31-00	Helmet & Gloves	\$148.27	
				Total	\$148.27	
McClatchy Company LLC	51547	143509	001-511-60-49-01	ORD 2022-1095	\$144.07	
			001-511-60-49-01	Council Meeting-2023 Budget	\$192.31	
			001-511-60-49-01	Public Hearing-Amend Code 13-3-3	\$251.27	
			001-558-60-31-03	Public Hearing-728 Coe LN SW	\$192.31	
				Total	\$779.96	
Murreys Disposal Company INC	51582	10784614S111	408-535-60-47-00	WWTP-Garbage Service	\$1,289.78	
			10800220S111	105-576-80-31-00	Garbage Service-City Shop	\$114.48
				401-534-10-31-00	Garbage Service-City Shop	\$114.49
				408-535-60-47-00	Garbage Service-City Shop	\$114.48
				410-531-38-31-00	Garbage Service-City Shop	\$114.49
				Total	\$1,747.72	
O'Reilly Auto Parts	51548	1265583SEPT-2022	001-521-50-48-02	Car Filters	\$23.31	
			001-521-50-48-02	Car Wash Supplies	\$42.61	
			001-521-50-48-02	Car Wash Supplies	\$53.56	
			101-542-30-48-04	Fuel Filter-Plug-Hose-Wood Chipper-FA1001	\$29.46	

Vendor	Number	Invoice	Account Number	Notes	Amount		
O'Reilly Auto Parts	51548	1265583SEPT-2022	105-576-80-35-00	Credit on Account	(\$21.87)		
			401-534-50-48-03	Capsule-FA1072	\$21.25		
			408-535-50-48-04	Credit on Account	(\$4.37)		
			408-535-50-48-04	Fuse-Push Camera	\$5.46		
			410-531-38-35-00	Breaker Bar- Socket-FA 1067	\$84.21		
			410-531-38-48-01	Credit on Account	(\$157.32)		
			410-531-38-48-01	Adapter	\$8.74		
			Total	\$85.04			
Orca Pacific, Inc	51583	INV0601094	401-534-10-31-01	Sodium Hypochlorite	\$1,037.11		
		INV0601229	401-534-10-31-01	Sodium Hypochlorite	\$1,232.94		
		Total	\$2,270.05				
Orting School Dist #344	51549	0012000961	001-571-20-31-38	Adventure Program Transportation-	\$1,757.91		
				Total	\$1,757.91		
P.C. Budget & Finance	51584	CI-321104 C-104188	001-554-30-40-00	Animal Control-Aug 2022	\$4,269.76		
		CI-321571 C-104188	001-522-20-48-04	Fire Investigation- 3rd QRT 2022	\$821.14		
	51550	Invoice - 9/14/2022 6:20:35 AM	001-511-20-49-04	Pierce County Regional Council	\$375.12		
				Total	\$5,466.02		
Parametrix	51551	37406	401-594-34-41-01	Well # 1 Booster PS VFD Integration- Project	\$60.00		
			408-594-35-63-33	Management Lift Station Improvement Construction Mgmt- Project	\$186.25		
			408-594-35-63-33	Management Lift Station Improvement Construction Mgmt- Construction	\$487.50		
			408-594-35-63-33	Observation Lift Station Improvement Construction Mgmt- Construction	\$1,080.00		
			410-594-31-63-26	Office Engineering VG Outfall Replacement-Final Design	\$170.00		
			37407	001-524-20-41-02	Meadows Phase 4- Construction Services	\$200.00	
			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 Condition Assessment	\$2,265.59		

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	51551	37413	410-594-31-63-40	Kansas St Outfall Const	\$386.25
			410-594-31-63-40	Management-Project Management	
			410-594-31-63-40	Kansas St Outfall Const	\$430.00
			410-594-31-63-40	Management-Design Amendments	
			410-594-31-63-40	Kansas St Outfall Const	\$472.50
			410-594-31-63-40	Management-Bidding Assistance	
			410-594-31-63-40	Kansas St Outfall Const	\$1,661.85
		37414	001-558-60-41-01	Management-Office Engineering & Documentatic	
			001-558-60-41-01	General Consulting	\$112.50
			001-558-60-41-01	General Development	\$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
			408-535-10-41-01	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-Dssign Immediate Needs Improvement	\$260.00
			408-594-35-41-12	WWTP Phase II Expansion-Design 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
		37416	101-595-10-40-04	Kansas Street SW Final Design	\$133.88
			101-595-10-40-04	Kansas Street SW Preliminary Design-Fixed Rates	\$149.14
			101-595-10-40-04	Kansas Street SW Final Design Project Management	\$1,234.79
		37846	001-524-20-41-02	Belfair Estates-Construction Services	\$170.00
			001-524-20-41-02	Meadows Phase 4-Design Review	\$278.75
			001-524-20-41-02	Carbon River RV Park-Design Review	\$435.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	51551	37848	410-594-31-41-46	SMAP Phase 2- Receiving Water Conditions Assessment	\$143.75
			410-594-31-41-46	SMAP Project Management Meetings & QA & QC	\$196.25
		37849	410-594-31-63-40	Kansas St Outfall Const Mgmt-Project Management	\$61.25
			410-594-31-63-40	Kansas St Outfall Const Mgmt- Bidding Assistance	\$101.25
			410-594-31-63-40	Kansas St Outfall Const Mgmt-Design Amendments	\$210.00
			410-594-31-63-40	Kansas St Outfall Const Mgmt-Office Engineering & Documentatic	\$4,301.20
		37850	001-558-60-41-01	General Consulting- General	\$255.00
			001-558-60-41-01	General Development	\$3,405.00
			101-542-30-41-01	General Consulting- Streets	\$1,100.00
			401-534-10-41-01	General Consulting- Water	\$2,792.50
			408-535-10-41-01	General Consulting- Sewer	\$957.50
			410-531-39-41-01	General Consulting- Storm	\$2,530.50
		37852	101-595-10-40-04	Kansas Street SW Preliminary Design- Fixed Fees	\$489.00
			101-595-10-40-04	Kansas Street SW Preliminary Design- Project Management	\$884.30
			101-595-10-40-04	Kansas Street SW Preliminary Design	\$937.18
			101-595-10-40-04	Kansas Street SW Final Design	\$2,666.05
		37880	401-594-34-41-01	Well 1 Booster PS VFD-Project Management	\$85.00
			408-594-35-63-33	Lift Station Improvements-Out Of Scope-See 34378 Invoice	(\$1,440.00)
			408-594-35-63-33	Lift Station Improvements Construction Mgmt- Project Management	\$463.75
			408-594-35-63-33	Lift Station Improvements Construction Mgmt- Office Engineering	\$3,602.50
			408-594-35-63-33	Lift Station Improvements Construction Mgmt- Program & System Integration	\$7,504.81

Vendor	Number	Invoice	Account Number	Notes	Amount	
Parametrix	51551	37880	408-594-35-63-33	Lift Station Improvements	\$7,547.50	
			410-594-31-63-26	Construction Mgmt-Constructiobn Obser VG Outfall Replacement-Project	\$427.50	
	37881	408-594-35-41-12	Management WWTP Phase II Expansion-Design	\$550.00		
		408-594-35-41-12	Solids Improvement WWTP Phase II Expansion-TM, Plans, Specifications	\$1,440.00		
		408-594-35-41-12	WWTP Phase II Expansion-Public Outreach	\$1,785.00		
		408-594-35-41-12	WWTP Phase II Expansion-Project Management	\$1,933.75		
		408-594-35-41-12	WWTP Phase II Expansion-Design Solids Improvement	\$41,690.00		
		Total	\$233,709.54			
Platt	51585	3E41099	401-534-50-48-02	Parts for Meter Repairs	\$35.20	
			Total	\$35.20		
Popular Networks, Llc	51586	38199	001-513-23-41-01	Computer Maintenance	\$128.19	
			001-514-23-41-04	Computer Maintenance	\$277.76	
			001-524-20-41-01	Computer Maintenance	\$213.66	
			001-525-60-41-03	Disaster Recovery Backup-Server	\$1,068.95	
			001-575-50-41-03	Computer Maintenance	\$192.29	
			101-542-30-41-04	Computer Maintenance	\$106.83	
			104-536-20-41-01	Computer Maintenance	\$42.73	
			401-534-10-41-05	Computer Maintenance	\$448.68	
			408-535-10-41-05	Computer Maintenance	\$448.68	
			410-531-38-41-04	Computer Maintenance	\$277.76	
			38201	001-512-50-41-01	Computer Maintenance	\$99.88
				001-521-50-41-01	Computer Maintenance-PD PSB	\$1,897.76
				001-525-60-41-03	Disaster Recovery Backup-Server	\$983.62
			Total	\$6,186.79		
			Puget Sound Energy	51587	104536504702-SEPT2022	104-536-50-47-02
200001247663-SEPT2022	408-535-50-47-07	VC Lift Station			\$202.34	
200001247812-SEPT2022	101-542-63-47-03	Traffic Signal			\$31.90	
200001248190-SEPT2022	105-576-80-47-01	North Park			\$10.85	

Vendor	Number	Invoice	Account Number	Notes	Amount
Puget Sound Energy	51587	200001248372-SEPT2022	401-534-50-47-08	Well 3	\$3,293.54
		200001248539-SEPT2022	001-525-50-47-01	Lahar Siren	\$12.43
		200001532189-SEP2022	105-576-80-47-02	Main Park	\$191.51
			105-576-80-47-03	Bell Tower	\$82.08
		200002708986-SEPT2022	408-535-50-47-05	VG Lift Station	\$259.59
	51552	200005438367-SEPT2022	401-534-50-47-06	Wingate	\$627.48
	51587	200009717931-SEPT2022	401-534-50-47-04	Well 2	\$69.56
		200010396543-SEPT2022	105-576-80-47-01	North Park	\$100.06
		200010396733-SEPT2022	401-534-50-47-11	Well 4 Pump Station	\$2,830.35
		200010629349-SEPT2022	101-542-63-47-03	City Shop-Calistoga	\$6.65
			104-536-50-47-01	City Shop-Calistoga	\$5.32
			401-534-50-47-01	City Shop-Calistoga	\$6.66
			408-535-50-47-01	City Shop-Calistoga	\$7.98
		200013874264-SEPT2022	408-535-50-47-04	WWTP	\$12,248.23
		200014994137-SEPT2022	408-535-50-47-05	VG Lift Station	\$54.92
	51552	200015669910-SEPT2022	401-534-50-47-02	Chlorinator	\$80.70
		200019646914-SEPT2022	101-542-63-47-03	Street Lights	\$49.44
		200021064239-SEPT2022	401-534-50-47-03	Well 1	\$445.91
		200021119249-SEPT2022	401-534-50-47-02	Chlorinator177th	\$18.48
	51587	200021421298-SEPT2022	408-535-50-47-06	Rainier Meadows	\$42.82
		200022934653-SEPT2022	001-575-50-47-01	MPC	\$495.86
		200024404523-SEPT2022	408-535-50-47-02	Lift Station #1	\$122.78
		220011476581-SEPT2022	408-535-50-47-03	High Cedars Lift Station	\$116.41
		220015220399-SEPT2022	101-542-63-47-03	Street Lights	\$78.69
		220020534461-SEPT2022	101-542-63-47-01	City Shop-Rocky RD	\$54.22
			401-534-50-47-01	City Shop-Rocky RD	\$54.22
			408-535-50-47-01	City Shop-Rocky RD	\$54.21
		220022116432-SEPT2022	001-512-50-47-01	City Hall-Bridge ST	\$65.94
			001-514-21-47-01	City Hall-Bridge ST	\$329.72
			001-521-50-42-06	City Hall-Bridge ST	\$659.44
			001-524-20-32-05	City Hall-Bridge ST	\$49.45
			401-534-50-47-01	City Hall-Bridge ST	\$181.35
			408-535-50-47-01	City Hall-Bridge ST	\$181.34
		408-535-50-47-01	City Hall-Bridge ST	\$181.35	
51552	220028112518-SEPT2022	101-542-63-47-03	Street Lights	\$12.71	
51587	300000002406-Sept2022	101-542-63-47-03	Street Lights	\$4,957.32	
			Total	\$28,826.43	
Purcor Pest Solutions	51588	9770882	001-514-21-48-01	Pest Control	\$135.87
		9770883	001-575-50-48-00	Pest Control-Library	\$206.82
				Total	\$342.69
Puyallup Towing	51589	15584	001-521-21-31-01	Towing of Seized Vehicle-Case #2224100137	\$572.00
				Total	\$572.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Puyallup, City of	51590	AR114860 AR00193	001-525-10-40-00	Dues PC Emergency Mgmt- Aug 2022	\$577.57
				Total	\$577.57
Sound Electronics	51553	513549	001-512-50-31-00	Yearly AES	\$32.56
			001-514-23-31-02	Monitoring-City Hall Yearly AES	\$101.74
			001-521-20-31-03	Monitoring-City Hall Yearly AES	\$122.09
			001-524-20-31-00	Monitoring-City Hall Yearly AES	\$20.35
			401-534-10-31-00	Monitoring-City Hall Yearly AES	\$44.77
			408-535-10-41-14	Monitoring-City Hall Yearly AES	\$44.76
			410-531-38-31-00	Monitoring-City Hall Yearly AES	\$40.70
				Total	\$406.97
Spectral Laboratories	51591	5002687	408-535-10-41-03	Lab Testing	\$342.00
				Total	\$342.00
Sumner Lawn'n Saw	51554	101392	105-576-80-48-01	Kubota Blades- FA1018-FA1046	\$346.44
				Total	\$346.44
Tacoma, City Of - City Treasurer	51592	91106901	001-521-40-49-00	Rental Fee- Shooting Range	\$650.00
				Total	\$650.00
The Walls Law Firm	51555	173	001-515-41-41-03	Prosecuting Attorney-AUG 2022	\$2,070.25
				Total	\$2,070.25
Tri-Tech Forensics Inc	51593	08/22/22-415	001-521-40-49-00	Crime Scene Investigations Training-Hattaway	\$629.00
				Total	\$629.00
Ultimate Training Munitions	51556	214674	001-521-20-31-06	Ammunition	\$1,554.73
				Total	\$1,554.73
UniFirst Corporation	51557	300 1875370	408-535-10-31-03	Uniform Item- Protective Services	\$204.55
		330 1850998	408-535-10-31-03	Credit on Account	(\$75.09)
		330 1877589	408-535-10-31-03	Uniform Item- Protective Services	\$204.55
		330 1884276	408-535-10-31-03	Uniform Item- Protective Services	\$204.55
		330 1886506	408-535-10-31-03	Uniform Item- Protective Services	\$204.55
		330 1888709	408-535-10-31-03	Uniform Item- Protective Services	\$198.64
		330 1890927	408-535-10-31-03	Uniform Item- Protective Services	\$225.53

Vendor	Number	Invoice	Account Number	Notes	Amount
UniFirst Corporation	51557	330 1893133	408-535-10-31-03	Uniform Item- Protective Services	\$225.53
		330 1895329	408-535-10-31-03	Uniform Item- Protective Services	\$231.67
		330 1897524	408-535-10-31-03	Uniform Item- Protective Services	\$225.53
	51594			Total	\$1,850.01
Utilities Underground Location Center	51558	2080205	401-534-60-41-00	Locates-AUG 2022	\$46.44
			408-535-60-41-00	Locates-AUG 2022	\$46.44
			Total	\$92.88	
Valley Landscape Supply	51595	20210340	105-576-80-48-00	Bark for City Parks & Flower Beds	\$1,346.64
			401-594-34-63-55	Rock For Harman Demo	\$686.26
			Total	\$2,032.90	
Valley Sign	51596	3506	410-531-38-31-00	Sign for WWTP Waste Bins	\$311.79
				Total	\$311.79
Wa. State Dept. of Ecolog	51559	LAU-WA-W484-22	408-535-50-47-11	Department of Ecology-Lab Accredit	\$600.00
				Total	\$600.00
Washington Rock Quarries,	51597	64071	105-576-80-48-00	Crushed Rock	\$678.06
			401-534-50-48-02	Crushed Rock	\$678.05
			Total	\$1,356.11	
Washington State Patrol-Budget And Fiscal Services	51598	123001138	001-518-10-41-01	Finger Printing- Cleaners	\$142.50
				Total	\$142.50
Water Management Lab Inc.	51560	205313	401-534-10-41-03	Lab Testing	\$211.00
				Total	\$211.00
Western Exterminator Company	51599	211703	410-531-38-48-03	Storm Pond Monitoring for Mosquito.	\$2,310.53
				Total	\$2,310.53
Wex Bank	51600	83675774 - 0496-00-815149- 0	001-521-20-32-00	Fuel-PD	\$2,620.13
				Total	\$2,620.13
				Grand Total	\$374,636.31



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Res. No. 2022-24 Adopting a Collective Bargaining Agreement	AB22-79			
				9.28.2022
	Department:	Executive		
	Date Submitted:	9.23.2022		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	By December 1 st			
Submitted By:	Scott Larson			
Fiscal Note: Fiscal impacts are included in the 2023 Draft Budget				
Attachments: Resolution 2022-24 and CBA				
SUMMARY STATEMENT:				
<p>The City administration and AFSCME, Local 120 have reached a tentative agreement regarding the collective bargaining agreement that will go into effect January 1, 2023 and last until December 31, 2025. Changes are tracked into the document for your review. The biggest change in the agreement are the bargained wages and annual cost of living adjustments. Positional wages were bargained based on peer wages at comparable cities and you can see proposed adjustments in Appendix A. Annual cost of living adjustments are 4%, 3% and 3% for 2023, 2024 and 2025 respectively.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Approve resolution as prepared or send to October Study Session.				
FUTURE MOTION: <u>Motion:</u>				
To adopt Resolution 2022-24, a resolution of the City of Orting, Washington, authorizing the execution of a Collective Bargaining Agreement between the City and AFSCME, Local 120, Public Works/Office Employees, effective January 1, 2023 through December 31, 2025.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2022 - 24**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AFSCME, LOCAL 120, PUBLIC WORKS/OFFICE EMPLOYEES, EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2025.

WHEREAS, in accordance with state law, the City of Orting (“City”) engages in collective bargaining with labor organizations representing City employees; and

WHEREAS, this resolution allows for the execution of the proposed Collective Bargaining Agreement (“CBA”) between the City and the American Federation of State, County and Municipal Employees (AFSCME), Local 120 of the Washington State Council of County and City Employees Council 2 representing Public Works/Office Employees (“Union”); and

WHEREAS, it appears to be in the best interest of the City that the proposed CBA negotiated by the Union and the City be approved;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Orting City Council hereby authorizes the Mayor to execute the Collective Bargaining Agreement between the City and AFSCME, Local 120, Public Works/Office Employees, effective January 1, 2023 through December 31, 2025, which is attached hereto as Exhibit A, and incorporated herein by this reference.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28TH 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.



Collective Bargaining Agreement
by and between

City of Orting, Washington

and

**AFSCME, Local 120 Of The
Washington State Council of County and City Employees, Council 2**

Representing Public Works and Office Employees

January 1, ~~2020~~2023 through December 31, ~~2022~~2025

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2020-2022
2023-2025

**Agreement by and between
City of Orting
And
AFSCME, Local 120 of The Washington State Council
of County and City Employees, Council 2
Representing Public Works and Office Employees**

Article 1. Preamble

- 1.1 This Agreement is by and between the City of Orting, Washington ("Employer") and AFSCME Local #120, of the Washington State Council of County and City Employees and the American Federation of the State, County and Municipal Employees, AFL-CIO ("Union"). The parties agree that it is in their mutual interest and purpose to promote systematic and effective employee/management cooperation; to promote fair and reasonable working conditions; to promote effective methods from prompt adjustments of differences, misunderstandings, and disputes; to provide for meaningful collective negotiations and to provide equality of opportunity, consideration and treatment for all employees of the bargaining unit in all phases of the employment process.

Article 2. Recognition

- 2.1 The Employer recognizes the Union as the designated representative of all regular full-time and regular part-time employees of the City of Orting as set forth in Appendix "A" for the purposes of bargaining with respect to wages, hours of work and working conditions. Individual members covered by this Agreement shall hereinafter be referred to as employees.
- 2.2 All collective bargaining shall be conducted only by authorized representatives of the Union and the Employer.

Article 3. Seniority/Promotions/Layoffs

- 3.1 Seniority shall consist of length of continuous service with the Employer; provided, however no employee shall have seniority established prior to the completion of six (6) months of probationary employment with the Employer. The Employer shall establish the pay rate for employees during their probationary period. Part-time employees shall accrue seniority on a pro rata basis.
- 3.2 Seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off of not more than sixty (60) days. A seniority list shall be posted in a conspicuous place by the Employer on or about January 1 of each year. Any objections as to the seniority list as posted shall be reported to the City Administrator within ten (10) days, or the list shall be deemed to be approved.
- 3.3 Promotion to a higher job classification shall be by ability and qualifications. Where ability and qualifications are equal, seniority shall prevail.
- 3.3.1 When a vacancy or new position is created within the bargaining unit, a notice of such vacancy of the new position shall be concurrently emailed to existing bargaining unit members and posted on a bulletin board for a period of five (5) working days.

- 3.4 Layoffs - Should it become necessary to reduce the work force, layoff shall be determined by seniority as long as the remaining employees' ability, qualifications and certifications are consistent with the business need of the Employer. Each employee involved shall be given a four (4) week notice unless circumstances of the layoffs are beyond the control of the Employer.
- 3.5 Recall From Layoff - Employees shall be recalled from layoff in reverse order of their layoff, provided the employee is qualified to perform the duties previously assigned. An employee who is not recalled within twenty-four (24) months of the layoff shall lose all recall rights.

Article 4. Probationary Period

- 4.1 New employees shall serve a probationary period of six (6) months. During said probationary period employees may be discharged without cause. All employees who have successfully completed probation shall be known as regular employees, and the probationary period shall be considered part of their seniority time. During the probationary period any time spent on disability or light-duty shall not count towards the six (6) month probationary period. Probationary period may be extended by mutual agreement between Union and City.
- 4.2 Regular employees who are promoted or hired into a new position shall serve a probationary trial-service period of six (6) months. An employee who fails to pass the trial-service period upon promotion or hire into a new position, or who chooses to revert back to their old position, shall have the right to revert to the previously held classification for up to 30 days, or should a vacancy exist after such time. Should no vacancy exist, that employee shall be considered laid off and placed on the recall list for twenty-four (24) months consistent with Article 3, Section 3.5.

Article 5. Union Security

- 5.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.
- 5.2 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.
- 5.3 For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. The Employer, Employee, and the Union hereby agree that Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.
- 5.4 The Union shall provide the City with the Authorization for Payroll Deduction within 10 days of the employee executing the document. The Employer shall maintain their copies of Authorization for Payroll Deduction and Representation in a secure location that is available to the Union upon request.
- 5.5 The Employer shall provide to the Union quarterly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

- 5.6 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- 5.7 The Union shall indemnify the Employer and hold the Employer harmless from any and all claims, liabilities, and actions against the Employer arising out of administration of Article 5, including any legal fees, costs, or expenses incurred in connection with the administration of Article 5.
- 5.8 The Employer agrees to notify the Union staff representative and Local Union Steward in writing of any new positions and new employees. The Employer must provide Union officials reasonable access to new employees during new employee's regular work hours to provide a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance provided there is no conflict with Article 5.9.
- 5.9 Union officials who are Employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable paid time off to conduct Union business provided: (1) the number of Employees allowed time off for negotiations shall be limited to three (3), otherwise the number of Employees allowed time off at any one time shall be limited to two (2) and the Union officials may conduct Union business during his/her shift, provided it does not interfere with the necessary operations of the Employer. Union business includes, but not limited to, grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, other labor-management meetings with the City and the attending of any public meetings held by the City.

Article 6. Holidays

- 6.1 Holidays - The following holidays shall be recognized as paid holidays: New Year's Day; Martin Luther King Jr Day; Presidents ~~BirthDay~~; Memorial Day; ~~Juneteenth~~; Fourth of July; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving Day; Day before Christmas and Christmas Day. In addition to the ~~4011~~ listed holidays, employees will be granted two (2) Floating Holidays to be scheduled subject to approval of the employer and may not be carried over to the subsequent year- Employees that do not complete a full calendar year of employment shall receive only those holidays which occur during their term of employment.
- 6.1.1 Employees shall receive eight (8) hours holiday pay at the regular straight time hourly rate of pay for all holidays.
- 6.1.2 If an employee works on a holiday, the employee shall be compensated at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked, in addition to holiday pay.
- 6.2 To be eligible for holiday compensation an employee must be employed in a paid position both the day before and the day after the holiday. Holidays shall not accrue in advance with the exception of the two (2) Floating Holidays.

6.3 Holiday pay may not be converted into compensatory time.

Article 7. Sick Leave

7.1 SICK LEAVE - Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours. Employees are eligible to use accrued paid sick leave ninety (90) days after starting employment. The accrual year is January 1 to December 31.

7.2 PAYOUT OF SICK LEAVE - Employees who are separated from service, and excepting those that are terminated for just cause, shall be paid twenty-five percent (25%) of accrued sick leave if they have been employed by the employer for twenty (20) years or more.

An employee recalled to work under Article 3, shall have the option to buy back any portion of sick leave cashed out upon layoff at a cost of twenty-five percent (25%) of their current straight time rate of pay upon recall.

The employer will pay one-hundred percent (100%) of sick leave at the employees current straight time rate of pay for death while on the job, or death related to a workplace injury.

7.2.1 DEATH - If an Employee dies from a line-of-duty death, the Employer will pay out one hundred percent (100%) of the Employee's accrued sick leave.

7.2.2 PERMANENT RETIREMENT DUE TO DISABILITY - If an Employee is disabled and unable to work in any capacity due to an injury sustained in the line-of-duty for the Employer, the Employer will pay out fifty percent (50%) of the Employee's accrued sick leave.

7.2.3 PERMANENT RETIREMENT - If an Employee retires from the City with 20 years of service with the City, the Employer will pay twenty-five percent (25%) of the Employee's accrued sick leave.

7.3 USAGE – Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member for:

- o Mental or physical illnesses, injuries, or health conditions;
- o Seeking medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
- o Preventive medical care.

Sick leave is also authorized for health-related (as determined by public official) work site closures, and Employee's child's school/daycare health-related closures. An Employee may also use authorized sick leave if the Employee or Employee's family member is a victim of domestic violence, sexual assault, or stalking including seeking legal or law enforcement assistance under the Domestic Violence Leave Act – Chapter 49.76 RCW.

"Family member" is defined as:

- Child, regardless of age or dependence
 - o Includes: biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent
- Parent, including spouse's parent(s)

- Includes: biological, adoptive, de facto, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child
- Spouse and registered domestic partner
- Grandparent
- Grandchild
- Sibling

Incremental use of sick leave is allowed for all of the aforementioned reasons and may be taken in one hour or less increments.

- 7.3.1 Employees may be granted one (1) day off with pay for the death of their pet to be charged against sick leave.
- 7.4 NOTIFICATION - An Employee on sick leave shall notify the Chief or his/her designee of the requested sick leave as soon as possible and prior to the beginning of the Employee's scheduled shift unless it is not practicable to do so. If the requested leave is foreseeable, the Employee shall provide ten days' advance notice or as much advance notice as practicable.
- 7.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Employer or his/her designee, the Employer can require that the Employee provide a note from a health care provider. If an employee believes that verification will result in an unreasonable burden or expense, he or she must provide a verbal or written statement that (i) the leave was for an authorized purpose; and (ii) the verification requirement would cause an unreasonable burden or expense.
- 7.4.2 Employees who are on leave with pay and benefits who simultaneously receive compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such leave, compensation for only their regular salary and benefits. Any compensation received from insurance the Employer contributes to, above and beyond the Employee's regular pay and benefits, shall be returned to the Employer. Leave of the nature described in this paragraph will not be charged against any of the Employee's accrual banks.
- 7.4.3 Any discrimination or retaliation against an Employee for lawful exercise of paid sick leave rights is prohibited. Employees will not be disciplined for the lawful use of paid sick leave. If an Employee believes he- or she is being discriminated or retaliated against, promptly contact Scott Larson at: slarson@cityoforting.org.

If the Employee is not satisfied with the response, the Employee may contact the Washington State Department of Labor & Industries online at:

www.Lni.wa.gov/WorkplaceRights

Call: 1-866-219-7321, toll-free

Email: ESgeneral@Lni.wa.gov

- 7.5 FAMILY LEAVE - The Employer shall comply with all state and federal Family Leave Acts as presently set forth or hereinafter amended.

Article 8. Washington Paid Family Medical Leave

8.1 Paid Family Medical Leave: Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which take effect January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020. Employees will pay, the applicable percentage of their gross wages through payroll deduction, the full cost of the employee premium associated with family leave benefits. Following finalization of regulations implementing RCW 50A.04, either party may reopen this agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

Article 9. Bereavement

9.1 All employees who suffer a death in their immediate family shall be allowed up to five (5) days' off per event with pay. If additional leave is necessary it may be granted, subject to the approval of the Employer and such additional bereavement leave may be deducted from accrued vacation, sick leave or leave without pay. For bereavement leave purposes immediate family includes child[ren], parent[s], and spouse as defined in Article 7.

Article 10. Vacation

10.1 Vacation - Regular full-time employees shall earn vacation time each pay period in the following manner: (See Article 27)

Length of Service	Monthly Accrual
0 to 12 months	6.67 hours
13 months through 48 months	8.00 hours
49 months through 84 months	10.00 hours
85 months through 120 months	12.00 hours
121 months through 156 months	12.67 hours
157 months through 192 months	13.33 hours
193 months through 228 months	14.00 hours
229 months through 288 months	14.67 hours
289 months +	16.67 hours

10.2 Employees cannot take vacation in the pay period it was accrued.

10.2.1 Employees may accumulate a maximum accrual of 240 hours of vacation. Earned vacation time in excess of 240 hours shall be forfeited. If a request to use vacation accrual has been submitted and approved, and due to City operational needs, is subsequently denied, and denial of such vacation use request will result in loss of accrued vacation time, the timeline may be carried over until the next available time or it may be compensated.

Employees may only carry over two hundred and forty (240) hours of vacation from one calendar year to the next calendar year. Any accruals in excess of two hundred and forty (240) will be forfeited at 12:01 AM on January 1, of each year. If a request to use vacation accrual has been submitted and approved, and due to City operational needs, is subsequently denied, and denial of such vacation use request will result in loss of accrued vacation time, the timeline may be carried over until the next available time or it may be compensated. It is understood and agreed that utilizing vacation requires pre-planning and vacation requests made during periods with previously approved vacations and/or holidays may be denied based on business needs.

- 10.2.2 Any employee terminating employment, shall be paid for vacation time accrued, up to 240 hours, to date of termination.
- 10.2.3 Employees may not take vacation during their probationary period unless authorized by the City Administrator or designee.
- 10.2.4 Employees may donate accrued vacation time / floating holiday time to other employees who do not have sufficient paid leave to cover an extended illness or the birth of a child. The vacation time / comp time / holiday time will be donated on a 1:1 hour basis and not adjusted according to level of pay.
- 10.3 Employees shall select vacation time in order of seniority within their department. Where an employee chooses to split vacation into two or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about December 1st for the next calendar year. After January 1st, vacation scheduling will be on a first come first serve basis. Management reserves the right to make final changes or modifications depending on bona fide operational requirements.

Article 11. Hours of Work

- 11.1 Work Week - The work week shall consist of forty (40) hours Monday through Sunday. Any work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay. Sick, vacation, compensatory or holiday pay shall be considered time worked when calculating overtime. Employees are entitled to an unpaid 30-minute meal period each day. Employees will be paid for two 15-minute rest periods each working day. If the employees are required to work during lunch and/or break, this time shall be paid by the employer.
- 11.2 Flex Time – Section 11.1- shall not apply to Employees who due to personal circumstances need a more flexible work schedule requiring and a change in the typical work week that in the City's sole discretion does not unduly affect the business of the City shall be allowed to opt out of 11.1 . In any event, any hours worked in excess of forty (40) per Work Week shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay and any work performed on a Holiday shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay.

Employees who request to work a Flex Time schedule shall only be able to do so one (1) time per year by written request to the Personnel Director. The Employee's department director will also have to sign a letter saying that they agree to the change in the schedule. The Employee will remain in the Flex Schedule until midnight on December 31, at which time they will be required to opt back into the Flex Schedule.
- 11.3 Regular full-time employees shall be offered prescheduled overtime prior to any extra-hire, seasonal, or temporary employees.
- 11.5 Employees who are required to work on ~~Saturday or Sunday due to~~ an emergency or special event, shall be compensated at a rate of pay of one and one half (1½) times the Employees regular straight time hourly rate of pay.

11.46 Call Out - When an employee is called out for work after their normal work hours they shall receive a minimum of two (2) hours compensation at one and one-half (1½) times their regular straight time hourly rate of pay. If the employee is called out during a scheduled vacation, their compensation shall be a minimum of four (4) hours at one and one-half times their regular straight time hourly rate of pay. Call out does not apply to scheduled training time, mandatory meetings, educational classes or extensions of work period.

~~For every hour worked outside of normal work hours, employees shall receive one half (1/2) of an hour of paid rest time to be applied at the beginning or end of their next regularly scheduled shift.~~

11.57 Compensatory Time - Employees may accrue up to forty (~~40~~⁶⁰) hours of compensatory time and are entitled to use up to a maximum of sixty (60) hours of compensatory time per calendar year. Such time shall be scheduled by mutual agreement between the employee and Employer. An employee may not use compensatory time when employees are expected to attend mandatory meetings or scheduled and required training. Any unused compensatory time shall be cashed out or carried over at the end of the calendar year.

11.68 Standby – any employee who is required to be on standby outside their normal shift shall receive one and one-half (1½) hours compensatory time for each day of such duty (Monday-Friday), and two (2) hours compensatory time for each weekend day (Saturday – Sunday) and four (4) hours for each holiday on standby. All qualified employees shall rotate through the standby assignment, provided that an employee may request to trade standby assignments with another employee based on seniority and subject to the approval of the Employer. The employee on standby may take a city vehicle home in order to achieve a quicker response to an ~~event~~event.

11.9 ~~Night Shift Differential—Any employee who is assigned to work water main flushing between the hours of 9:00pm and 5:00am shall receive a night shift differential of fifty (\$.50) cents per hour worked to be added onto their regular straight time pay.~~

Article 12. Out-Of-Classification Pay

12.1 Employees who are formally assigned by their department director, to the work of a higher paid classification for which they are qualified to perform based on the Job Description for that position for five (5) or more consecutive work days (inclusive of holidays) shall be compensated at a rate of pay within the higher classification that represents a minimum of five percent (5%) increase over the employee's current rate of pay.

Article 13. Light Duty – On the Job Injury – Labor and Industry

13.1 The City may require, subject to the approval of a licensed treatment provider, a disabled employee to perform light duty. The employee will receive hourly pay and benefits for all hours worked while on light duty. If the employee receives L&I benefits during the time of light duty, the employee will reimburse the City that amount.

13.2 Reinstatement Provision – A disabled employee shall be reinstated to full duty by the City provided he/she is approved for such duty by the licensed treatment provider. At the city's discretion the employee may be directed to a physician for a second opinion.

13.3 An employee who is disabled and unable to perform light duty, and whose injury claim has been approved by Labor and Industry, shall receive full pay with no charge against sick leave. When the employee receives L&I benefits they will reimburse the City that amount.

Article 14. Discipline

- 14.1 Whenever the Employer intends to administer a written reprimand, suspension without pay, demotion or dismissal of an employee for just cause, the Employer shall give written notice to the employee clearly identifying the proposed discipline. The notice of proposed discipline shall include:
- 14.1.1 The specific reason(s) for the alleged personnel action and an attached copy of supporting materials relied upon by the Employer for proposing the discipline.
- 14.1.2 A statement that the employee has a right to answer orally or in writing or both and to furnish affidavits and other documentary evidence in support of the answer;
- 14.1.3 The amount of time allowed for the employee to answer and a statement that consideration shall be given to extending the time if the employee requests an extension and provides sufficient reason for the request.

Article 15. Employee Rights

- 15.1 Employee Protection - All employees within the bargaining unit shall be entitled to the following protection:
- 15.2 Application of Discipline - Any formal discipline of employees shall be applied by the Employer. Discipline may include documented: oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce when so assigned by the Employer.
- 15.3 An employee subject to discipline shall be afforded the right to have the Union Steward and/or Union Representative present, if requested.
- 15.4 Any document of a disciplinary nature placed in the personnel file, should be signed by the employee which notes only that the employee saw the document not that they necessarily agree with its content. Any document in a personnel file not signed cannot be used in a disciplinary action. However, refusal to sign a document as "seen" would be grounds for further discipline.
- 15.5 Disciplinary Investigations – The employee shall be informed, in writing, of the nature of the investigation and whether the employee is a witness or a subject of a disciplinary investigation before any such investigation commences. If the employee is the subject of a disciplinary investigation, that employee shall be provided the name of the complaining party, if applicable (unless such disclosure is otherwise prohibited or limited by law) and other information necessary to reasonably inform the employees of the allegation(s) or matter(s) being investigated.

Notwithstanding anything to the contrary herein, this Article 15 is limited to the City's administrative disciplinary investigations shall not apply to any criminal investigation of an employee that is conducted by a law enforcement agency as part of that agency's standard law enforcement authority and protocol.

- 15.6 Any disciplinary investigation of an employee shall be at a reasonable hour, when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.
- 15.7 The disciplinary investigation (which shall not violate the employee's Constitutional rights) shall take place at an Employer's facility, except when impractical. The employee shall be afforded an

opportunity and facilities to contact and consult privately with the Union Steward and/or Union Representative before being questioned. The Union Steward and/or a Union Representative shall be present during the questioning, if requested by the union member.

- 15.8 Polygraph Tests - No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.
- 15.9 Substance Abuse Tests - No employee, except those employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Post-accident testing and testing for probable cause are permissible under this section.

Article 16. Labor-Management Committee

- 16.1 Labor Management - The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than two (2) duly authorized employee representatives of the Union shall function as one-half ($\frac{1}{2}$) of a Labor-Management Committee, the other half being no more than two (2) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.
- 16.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this agreement; such change shall be set forth in an Appendix to the Agreement or in such other manner as approved the parties.

Article 17. Insurance Plans

- 17.1 Effective January 1st, the Employer shall make available the AWC HealthFirst 250 and Group Health \$20 Copay health plans for all full-time employees. For the Healthfirst 250 plan, the employer shall pay 100% of the healthcare premium for the employee. If the employee wishes to add their spouse or dependent(s) to the medical insurance coverage, the employee shall pay twenty percent (20%) of the health care premium for the dependent(s) and the employer shall pay eighty percent (80%) of the health care premium for the dependent(s). If the employee chooses the Group Health \$20 copay plan, the City will pay 100% of the monthly premium for the employee and all eligible dependents. The premium will automatically be deducted from his/her paycheck.

The Employer will also make available the AWC Healthfirst and Group Health \$20 copay high deductible plans with a health savings account. The Employer will cover 100% of the monthly premium for the employee and dependent(s) and add the difference in premium from the Healthfirst plan to the employees' health savings account up to the allowable maximums.

- 17.2 Waiver of medical benefit:

Employees may waive the medical insurance benefit for themselves or dependents that are already covered under other medical insurance. Employees must provide proof of medical insurance coverage for themselves or their dependents. If waived, the City will increase the employee's compensation 50% of the City's expense for the employee and/or dependent's premium. All applications for the waiver must complete the waiver form (available in HR) and submit the form to the City Administrator. The City's insurance broker, Association of Washington Cities (AWC)

requires that 75% of employees be insured through them. Therefore, the waiver of insurance for the employee is limited to a first come, first serve basis until the city's 75% limit is met.

- 17.3 Dental & Vision – Effective January 1st the Employer shall make available the following Vision & Dental insurance plans for all full-time employees, and shall pay one hundred percent (100%) of the premiums for each employee. If the employee wishes to add their spouse or dependent(s) to the Visions & Dental insurance coverage, the employee will pay a flat rate of \$20 per additional eligible family member not to exceed \$40 per month. The premium will automatically be deducted from his/her paycheck.

Washington State Council of County & City Employees – Health & Welfare Trust:

Dental Plan - X (Ten) – VSP

- 17.4 Long-Term Disability - The Employer shall make available the AWC Plan B long-term disability program underwritten by Standard Insurance Company for all full time employees, and shall continue to pay one hundred (100%) percent of the premiums.

- 17.5 Life - The Employer shall make available the AWC Life Insurance in the amount of ten thousand (\$10,000) dollars for all full time employees, and shall continue to pay one hundred (100%) percent of the premiums. The life insurance is prorated after age 65 in the following way:

- Age 65 – 69: City pays 65% of the premium and the employee's beneficiary receives 65% of the benefit
- Age 70 – 74: City pays 50% of the premium and the employee's beneficiary receives 50% of the benefit
- Age 75 – 79: City pays 30% of the premium and the employee's beneficiary receives 30% of the benefit
- Age 80+: City pays 20% of the premium and the employee's beneficiary receives 20% of the benefit

For The Standard, the person's "age" is the age they are on January 1st of each calendar year. That means if someone turns 65 on January 8th, he or she would not go into the 65 – 69 age bracket until January of the following year.

- 17.6 EAP – The employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time employees and shall pay one-hundred percent (100%) of the premiums.

Article 18. Health and Safety

- 18.1 All clothing, equipment, and training required by the Employer or by State or Federal Law shall be provided by the Employer, and shall remain the property of the Employer. The employee shall use and maintain protective clothing and equipment as required by applicable laws and regulations.

All public works employees who require safety footwear will receive a three-hundred dollar (\$300) annual boot allowance. Eligible employees shall be permitted to purchase boots annually in the month of January.

Article 19. Grievance Procedure

- 19.1 Definition of Grievance - For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures

within the stated time limits, unless mutually extended by the Union and Employer. Probationary employees may not use the grievance procedure to appeal disciplinary action. The intent is that grievances will be resolved at the lowest level possible. Discussions with management will ideally take place before the filing of a grievance so that it can be resolved prior to filling an official grievance, with the understanding that this is not always possible and that grievances may be filed at any time. At any point either party may request PERC mediation.

- 19.1.1 A grievance may be initiated with the Employer within thirty (30) calendar days of the Union or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after thirty (30) calendar days of the alleged violation or disciplinary action taken.
- 19.2 Step One: The Union shall submit the grievance in writing to their direct supervisor. The written grievance shall contain the specific Article & Section allegedly violated, and the remedy requested. After the receipt of the grievance a meeting will be set as soon as possible for the Union to explain the details of the grievance, unless mutually waived by both parties. The direct supervisor or designee shall render a written decision within fifteen (15) calendar days after the meeting.
- 19.3 Step Two: If the grievance is not resolved to the Union's satisfaction at Step 1, the Union shall submit the grievance in writing to the City Administrator or designee. The written grievance shall contain the specific Article & Section allegedly violated, and the remedy requested. After the receipt of the grievance a meeting will be set as soon as possible for the Union to explain the details of the grievance, unless mutually waived by both parties. The direct supervisor or designee shall render a written decision within fifteen (15) calendar days after the meeting.
- 19.4 Step Three: If the grievance is not resolved to the Union's satisfaction at Step 2, the Union shall submit the grievance in writing to the Mayor or designee. The written grievance shall be filed within 7 days of conclusion of step two and contain the specific Article & Section allegedly violated, any and all relevant facts, and the remedy requested. After the receipt of the grievance a meeting will be set as soon as possible for the Union to explain the details of the grievance, unless mutually waived by both parties. The Mayor or designee shall render a written decision within fifteen (15) calendar days.
- 19.5 Step Four: Arbitration - Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. Within ten (10) calendar days of the Union request to arbitrate, the Union and Employer shall work to agree upon a neutral arbitrator. If the parties cannot agree within seven (7) calendar days, the parties will request a list of seven arbitrators from the Public Employment Relations Commission (PERC) or other agreed upon sources.
 - 19.4.1 The arbitrator shall render a written decision which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement.
 - 19.4.2 The expenses and fees incumbent to the services of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case. Either party may request a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.
- 19.5 Failure of the grievant or the Union to meet any of the above time limits shall cause the grievance to be deemed abandoned. Should the Employer fail to respond to the grievance in the above time limits, the grievance shall automatically move to the next step.

Article 20. Payroll and Payroll Deduction

- 20.1 The pay period for employees shall be semi-monthly. Pay dates shall be on the 5th and 20th of each month. Should either the 5th or 20th fall on a City recognized holiday or on a Saturday or Sunday, said pay date will be the last work day preceding the weekend or City recognized holiday.

Article 21. Management Rights

- 21.1 Direction of Workforce - The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine training, methods, means and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (f) shall not conflict with city ordinances, personnel rules and the terms of this Agreement.
- 21.2 Employer Rules and Regulations - The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.
- 21.3 Application of Rules - Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

Article 22. Union Representation - Access to Employees

- 22.1 The Staff Representative of the Union shall be allowed access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such Representative or steward does not interfere with the normal work processes. No Union member or officer shall conduct any internal Union business on City time and no Union meetings will be on City time.
- 22.2 The Employer agrees that employees covered by this Agreement shall not be discharged or discriminated against for upholding lawful Union principles or for performing duties authorized by the Union so long as these activities do not interfere with normal work processes of the Employer.
- 22.3 Union Bulletin Boards - The Employer shall provide suitable, non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by bargaining unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.

Article 23. Nondiscrimination

- 23.1 It is mutually agreed that there shall be no unlawful discrimination because of lawful union activity, race, creed, color, religion, sex, age, marital status, sexual orientation, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore,

employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

Article 24. Strikes or Lockouts

24.1 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees. Both the employee and Employer shall comply with State Law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490.

Article 25. Complete Agreement

25.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all negotiable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein.

Article 26. Appendix Provisions - Wages and Classification

26.1 Appendix Provisions - The classification, and department specific provisions are set forth in the attached appendices and, by reference herein are made a part of this Agreement.

Article 27. Employee Definition

27.1 Regular Full-Time Employee - A regular full-time employee is defined as an employee who has completed the probationary period and works forty (40) hours per week.

27.2 Regular Part-Time – A Regular Part-Time employees shall mean any employee who regularly works at least twenty 24 hours and less than 40 hours per week. Benefits for part time employees shall be as follows:

27.2.1 Health & Welfare - The Employer shall pay 100% of the employee only premiums necessary to provide the same coverage afforded to full time employees.

27.2.2 Vacation and Sick Leave, shall be accrued on a pro-rata basis, based on the number of hours worked.

27.2.3 Holiday and Bereavement Leave shall be paid on a pro-rata basis, based on the number of hours worked.

27.2.4 Temporary Employee – Temporary employees, which includes interns, are “at will” employees not covered by this agreement. Temporary employees may be hired for a maximum of 2,000 cumulative hours in a fiscal year to assist with seasonal fluctuations in workload.

27.3 Contracting Bargaining Unit Work

Prior to contracting out bargaining unit work the City agrees to provide sixty (60) days advance notice to the Union of the City's intent to contract out the work, and afford the Union an opportunity to meet and confer regarding the City's intent as well as bargain impacts.

Article 28. Longevity

28.1 Longevity – Longevity pay shall be added to the employee's base pay according to the following schedule:

- ~~Upon the beginning of~~ After 10 years of service 2% of base pay
- ~~Upon the beginning of~~ After 15 years of service 3% of base pay
- ~~Upon the beginning of~~ After 20 years of service 4% of base pay
- ~~Upon the beginning of~~ After 25 years of service 5% of base pay

Article 29. Wages

~~29.1~~ Effective January 1, 2023, employee wages shall increase by four percent (4%)

~~29.2~~ Effective January 1, 2024, employees wages shall increase by three percent (3%)

~~29.2~~ Effective January 1, 2025, employees wages shall increase by three percent (3%)

29.1 On January 1st of the first year of the contract the wage matrix shall be the same as shown in Appendix B.4. During the month of September of each subsequent year, the City will provide the Union with an updated matrix for the following year which shows an increase of three percent (3%) over the previous year's matrix ~~of 100% of CPI-U, June to June index, with a floor of 1.5% and a ceiling of 3.5%.~~ This provision does not apply during the final year of the contract.

Article 30. Savings Clause

30.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court jurisdiction action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effective.

30.2 The parties agree to enter into a collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or provision as soon as practical.

Article 31. Duration

31.1 This agreement shall take effect January 1, ~~2020~~2023, and shall remain in full force and be effective through December 31, ~~2022~~2025 at which time all articles shall be open for negotiation. Either party wishing to amend or modify such Agreement must notify the other party, in writing, no later than five (5) months prior to the filing of the preliminary budget in year ~~2022~~2025. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the City and Union negotiating committee for the purpose of such amendment or modification.

Signed this ____ day of _____, ~~2019~~2022.

City Of Orting

AFSCME, Local 120
Washington State Council of County and City
Employees, Council 2

By: _____
Mayor Joshua Penner

By: _____
WSCCCE Staff Representative

By: _____
Shop Steward, Local 120

By: _____
Shop Steward, Local 120

**Appendices to the Agreement
by and between the City of Orting
and AFSCME, Local 120 of the Washington State Council
of County and City Employees, Council 2**

Representing Public Works and Office Employees

Appendix A: Wages and Classifications

A.1 Effective January 1, ~~2020~~2023 the classification and range of City positions shall be as follows:

<u>Classification</u>	<u>Code</u>	<u>Range</u>	<u>Notes</u>
Sr. Accountant	250	2021	<u>Adj. from 20</u>
Accountant I	245	1517	Adj. from 1315
HR Clerk	270	17	Adj. from 15
Building Inspector/Permits	580	20	Adj. from 22
Building Permits Tech	575	1516	Adj. from 1315
Court Clerk	515	15	Adj. from 13
Admin Asst. PW	230	2021	Adj. from 1820
PW Supervisor	605	2629	<u>Adj. from 26</u>
Wastewater Plant Supervisor	623	2635	
Water Plant Supervisor	622	2427	<u>Adj. from 24</u>
Wastewater OIT		1415	<u>Adj. from 14</u>
Wastewater I	420	1618	<u>Adj. from 16</u>
Wastewater II	497	1922	Adj. from 1819
Wastewater III		2227	<u>Adj. from 22</u>
Water OIT		1415	<u>Adj. from 14</u>
Water I	420	16 <u>1817</u>	<u>Adj. from 16</u>
Water II	495	19 <u>2221</u>	Adj. from 1819
Water III		2125	<u>Adj. from 21</u>
Maintenance Worker I	400	1315	<u>Adj. from 13</u>
Maintenance Worker II	420	1520	<u>Adj. from 15</u>
<u>Maintenance Worker Lead</u>		<u>22</u>	<u>New Role</u>
Stormwater Worker I	400	1416	<u>Adj. from 14</u>
Stormwater Worker II	420	1721	Adj. from 1617
Code Enforcement		2224	<u>Adj. from 22</u>
Police Records Clerk I	302	1315	Adj. from 1113

A.2 Incentive Pay - The following Classifications shall receive a stipend of 2% of their hourly base wage for completing the associated certifications or taking on the identified additional assignments:

Certification/Assignment	Eligible Job Classification
Pesticide Sprayers License	Non-Utility Maintenance Worker I
Arborists Certification	Non-Utility Maintenance Workers
Wastewater Collections I	Non-Utility Maintenance Workers
Lead	Non-Utility Maintenance Workers
Water Distribution Manager I	Wastewater I & II
Wastewater I	Water

A.3 Educational Premium - Employees having a degree in a job related field shall be paid a monthly premium based on their base monthly wage. An Employee can only receive one educational premium based on their terminal degree. The premium is based on the following table:

Associate's Degree	2.5%
Bachelor's Degree	5.0%
Master's Degree	7.5%

A.4 Employees who have additional certification requirements added to their job description shall have the duration of this contract to complete those certifications.

A.5 One-Time Retention Bonus – At the first January 2023 payroll, for employees active and on the payroll the day of Union ratification of this contract agreement, to reward employment with the City and to encourage employee retention, employees shall receive a one-time monetary incentive based on years of service as of January 1, 2023. Employee bonuses are reflected in the table below:

<u>Zero to Five (0-5) Years of Service</u>	<u>\$2,500</u>
<u>Six to Ten (6-10) Years of Service</u>	<u>\$4,000</u>
<u>Eleven or More (11+) Years of Service</u>	<u>\$5,000</u>

Appendix B: Wage Matrix

- B.1 Each step in the wage matrix shall be a 3% increase and shall last twelve (12) months in duration. The number of steps for each position shall be five (5). Progression through the steps of the wage matrix shall be based on satisfactory performance as evidenced by the employee's annual evaluation
- B.2 Employees who are promoted to a higher range shall be placed into a step within the new range that represents an increase over the rate from which they were promoted.
- B.3 ~~Employee's steps shall be reset on January 1, 2020 based on the following Table:~~

Previous Step	New Step
A	A
B	A
C	A
D	A
E	B
F	C
G	D
H	E

B.4 — The ~~2020~~2023 Wage Matrix shall be as follows: (includes 4% Cost of Living Adjustment):

<u>Range</u>	<u>PW & Administrative Staff</u>				
<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>9</u>	<u>\$ 22.25</u>	<u>\$ 22.91</u>	<u>\$ 23.60</u>	<u>\$ 24.31</u>	<u>\$ 25.04</u>
<u>10</u>	<u>\$ 22.91</u>	<u>\$ 23.60</u>	<u>\$ 24.31</u>	<u>\$ 25.04</u>	<u>\$ 25.79</u>
<u>11</u>	<u>\$ 23.60</u>	<u>\$ 24.31</u>	<u>\$ 25.04</u>	<u>\$ 25.79</u>	<u>\$ 26.56</u>
<u>12</u>	<u>\$ 24.31</u>	<u>\$ 25.04</u>	<u>\$ 25.79</u>	<u>\$ 26.56</u>	<u>\$ 27.36</u>
<u>13</u>	<u>\$ 25.04</u>	<u>\$ 25.79</u>	<u>\$ 26.56</u>	<u>\$ 27.36</u>	<u>\$ 28.18</u>
<u>14</u>	<u>\$ 25.79</u>	<u>\$ 26.56</u>	<u>\$ 27.36</u>	<u>\$ 28.18</u>	<u>\$ 29.03</u>
<u>15</u>	<u>\$ 26.56</u>	<u>\$ 27.36</u>	<u>\$ 28.18</u>	<u>\$ 29.03</u>	<u>\$ 29.90</u>
<u>16</u>	<u>\$ 27.36</u>	<u>\$ 28.18</u>	<u>\$ 29.03</u>	<u>\$ 29.90</u>	<u>\$ 30.79</u>
<u>17</u>	<u>\$ 28.18</u>	<u>\$ 29.03</u>	<u>\$ 29.90</u>	<u>\$ 30.79</u>	<u>\$ 31.72</u>
<u>18</u>	<u>\$ 29.03</u>	<u>\$ 29.90</u>	<u>\$ 30.79</u>	<u>\$ 31.72</u>	<u>\$ 32.67</u>
<u>19</u>	<u>\$ 29.90</u>	<u>\$ 30.79</u>	<u>\$ 31.72</u>	<u>\$ 32.67</u>	<u>\$ 33.65</u>
<u>20</u>	<u>\$ 30.79</u>	<u>\$ 31.72</u>	<u>\$ 32.67</u>	<u>\$ 33.65</u>	<u>\$ 34.66</u>
<u>21</u>	<u>\$ 31.72</u>	<u>\$ 32.67</u>	<u>\$ 33.65</u>	<u>\$ 34.66</u>	<u>\$ 35.70</u>
<u>22</u>	<u>\$ 32.67</u>	<u>\$ 33.65</u>	<u>\$ 34.66</u>	<u>\$ 35.70</u>	<u>\$ 36.77</u>
<u>23</u>	<u>\$ 33.65</u>	<u>\$ 34.66</u>	<u>\$ 35.70</u>	<u>\$ 36.77</u>	<u>\$ 37.87</u>
<u>24</u>	<u>\$ 34.66</u>	<u>\$ 35.70</u>	<u>\$ 36.77</u>	<u>\$ 37.87</u>	<u>\$ 39.01</u>
<u>25</u>	<u>\$ 35.70</u>	<u>\$ 36.77</u>	<u>\$ 37.87</u>	<u>\$ 39.01</u>	<u>\$ 40.18</u>
<u>26</u>	<u>\$ 36.77</u>	<u>\$ 37.87</u>	<u>\$ 39.01</u>	<u>\$ 40.18</u>	<u>\$ 41.38</u>
<u>27</u>	<u>\$ 37.87</u>	<u>\$ 39.01</u>	<u>\$ 40.18</u>	<u>\$ 41.38</u>	<u>\$ 42.62</u>
<u>28</u>	<u>\$ 39.01</u>	<u>\$ 40.18</u>	<u>\$ 41.38</u>	<u>\$ 42.62</u>	<u>\$ 43.90</u>
<u>29</u>	<u>\$ 40.18</u>	<u>\$ 41.38</u>	<u>\$ 42.62</u>	<u>\$ 43.90</u>	<u>\$ 45.22</u>
<u>30</u>	<u>\$ 41.38</u>	<u>\$ 42.62</u>	<u>\$ 43.90</u>	<u>\$ 45.22</u>	<u>\$ 46.58</u>
<u>31</u>	<u>\$ 42.62</u>	<u>\$ 43.90</u>	<u>\$ 45.22</u>	<u>\$ 46.58</u>	<u>\$ 47.97</u>
<u>32</u>	<u>\$ 43.90</u>	<u>\$ 45.22</u>	<u>\$ 46.58</u>	<u>\$ 47.97</u>	<u>\$ 49.41</u>
<u>33</u>	<u>\$ 45.22</u>	<u>\$ 46.58</u>	<u>\$ 47.97</u>	<u>\$ 49.41</u>	<u>\$ 50.90</u>
<u>34</u>	<u>\$ 46.58</u>	<u>\$ 47.97</u>	<u>\$ 49.41</u>	<u>\$ 50.90</u>	<u>\$ 52.42</u>
<u>35</u>	<u>\$ 47.97</u>	<u>\$ 49.41</u>	<u>\$ 50.90</u>	<u>\$ 52.42</u>	<u>\$ 54.00</u>

The 2024 Wage Matrix shall be as follows: (includes 3% Cost of Living Adjustment):

Range	PW & Administrative Staff				
Step	A	B	C	D	E
9	\$ 22.92	\$ 23.61	\$ 24.31	\$ 25.04	\$ 25.79
10	\$ 23.61	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.57
11	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.57	\$ 27.36
12	\$ 25.04	\$ 25.79	\$ 26.57	\$ 27.36	\$ 28.19
13	\$ 25.79	\$ 26.57	\$ 27.36	\$ 28.19	\$ 29.03
14	\$ 26.57	\$ 27.36	\$ 28.19	\$ 29.03	\$ 29.90
15	\$ 27.36	\$ 28.19	\$ 29.03	\$ 29.90	\$ 30.80
16	\$ 28.19	\$ 29.03	\$ 29.90	\$ 30.80	\$ 31.72
17	\$ 29.03	\$ 29.90	\$ 30.80	\$ 31.72	\$ 32.67
18	\$ 29.90	\$ 30.80	\$ 31.72	\$ 32.67	\$ 33.66
19	\$ 30.80	\$ 31.72	\$ 32.67	\$ 33.66	\$ 34.66
20	\$ 31.72	\$ 32.67	\$ 33.66	\$ 34.66	\$ 35.70
21	\$ 32.67	\$ 33.66	\$ 34.66	\$ 35.70	\$ 36.78
22	\$ 33.66	\$ 34.66	\$ 35.70	\$ 36.78	\$ 37.88
23	\$ 34.66	\$ 35.70	\$ 36.78	\$ 37.88	\$ 39.02
24	\$ 35.70	\$ 36.78	\$ 37.88	\$ 39.02	\$ 40.19
25	\$ 36.78	\$ 37.88	\$ 39.02	\$ 40.19	\$ 41.39
26	\$ 37.88	\$ 39.02	\$ 40.19	\$ 41.39	\$ 42.63
27	\$ 39.02	\$ 40.19	\$ 41.39	\$ 42.63	\$ 43.91
28	\$ 40.19	\$ 41.39	\$ 42.63	\$ 43.91	\$ 45.23
29	\$ 41.39	\$ 42.63	\$ 43.91	\$ 45.23	\$ 46.59
30	\$ 42.63	\$ 43.91	\$ 45.23	\$ 46.59	\$ 47.98
31	\$ 43.91	\$ 45.23	\$ 46.59	\$ 47.98	\$ 49.42
32	\$ 45.23	\$ 46.59	\$ 47.98	\$ 49.42	\$ 50.91
33	\$ 46.59	\$ 47.98	\$ 49.42	\$ 50.91	\$ 52.43
34	\$ 47.98	\$ 49.42	\$ 50.91	\$ 52.43	\$ 54.01
35	\$ 49.42	\$ 50.91	\$ 52.43	\$ 54.01	\$ 55.63

The 2025 Wage Matrix shall be as follows: (includes 3% Cost of Living Adjustment):

Range	PW & Administrative Staff				
Step	A	B	C	D	E
<u>9</u>	<u>\$ 23.61</u>	<u>\$ 24.32</u>	<u>\$ 25.05</u>	<u>\$ 25.80</u>	<u>\$ 26.57</u>
<u>10</u>	<u>\$ 24.32</u>	<u>\$ 25.05</u>	<u>\$ 25.80</u>	<u>\$ 26.57</u>	<u>\$ 27.37</u>
<u>11</u>	<u>\$ 25.05</u>	<u>\$ 25.80</u>	<u>\$ 26.57</u>	<u>\$ 27.37</u>	<u>\$ 28.19</u>
<u>12</u>	<u>\$ 25.80</u>	<u>\$ 26.57</u>	<u>\$ 27.37</u>	<u>\$ 28.19</u>	<u>\$ 29.03</u>
<u>13</u>	<u>\$ 26.57</u>	<u>\$ 27.37</u>	<u>\$ 28.19</u>	<u>\$ 29.03</u>	<u>\$ 29.91</u>
<u>14</u>	<u>\$ 27.37</u>	<u>\$ 28.19</u>	<u>\$ 29.03</u>	<u>\$ 29.91</u>	<u>\$ 30.80</u>
<u>15</u>	<u>\$ 28.19</u>	<u>\$ 29.03</u>	<u>\$ 29.91</u>	<u>\$ 30.80</u>	<u>\$ 31.73</u>
<u>16</u>	<u>\$ 29.03</u>	<u>\$ 29.91</u>	<u>\$ 30.80</u>	<u>\$ 31.73</u>	<u>\$ 32.68</u>
<u>17</u>	<u>\$ 29.91</u>	<u>\$ 30.80</u>	<u>\$ 31.73</u>	<u>\$ 32.68</u>	<u>\$ 33.66</u>
<u>18</u>	<u>\$ 30.80</u>	<u>\$ 31.73</u>	<u>\$ 32.68</u>	<u>\$ 33.66</u>	<u>\$ 34.67</u>
<u>19</u>	<u>\$ 31.73</u>	<u>\$ 32.68</u>	<u>\$ 33.66</u>	<u>\$ 34.67</u>	<u>\$ 35.71</u>
<u>20</u>	<u>\$ 32.68</u>	<u>\$ 33.66</u>	<u>\$ 34.67</u>	<u>\$ 35.71</u>	<u>\$ 36.78</u>
<u>21</u>	<u>\$ 33.66</u>	<u>\$ 34.67</u>	<u>\$ 35.71</u>	<u>\$ 36.78</u>	<u>\$ 37.88</u>
<u>22</u>	<u>\$ 34.67</u>	<u>\$ 35.71</u>	<u>\$ 36.78</u>	<u>\$ 37.88</u>	<u>\$ 39.02</u>
<u>23</u>	<u>\$ 35.71</u>	<u>\$ 36.78</u>	<u>\$ 37.88</u>	<u>\$ 39.02</u>	<u>\$ 40.19</u>
<u>24</u>	<u>\$ 36.78</u>	<u>\$ 37.88</u>	<u>\$ 39.02</u>	<u>\$ 40.19</u>	<u>\$ 41.40</u>
<u>25</u>	<u>\$ 37.88</u>	<u>\$ 39.02</u>	<u>\$ 40.19</u>	<u>\$ 41.40</u>	<u>\$ 42.64</u>
<u>26</u>	<u>\$ 39.02</u>	<u>\$ 40.19</u>	<u>\$ 41.40</u>	<u>\$ 42.64</u>	<u>\$ 43.92</u>
<u>27</u>	<u>\$ 40.19</u>	<u>\$ 41.40</u>	<u>\$ 42.64</u>	<u>\$ 43.92</u>	<u>\$ 45.23</u>
<u>28</u>	<u>\$ 41.40</u>	<u>\$ 42.64</u>	<u>\$ 43.92</u>	<u>\$ 45.23</u>	<u>\$ 46.59</u>
<u>29</u>	<u>\$ 42.64</u>	<u>\$ 43.92</u>	<u>\$ 45.23</u>	<u>\$ 46.59</u>	<u>\$ 47.99</u>
<u>30</u>	<u>\$ 43.92</u>	<u>\$ 45.23</u>	<u>\$ 46.59</u>	<u>\$ 47.99</u>	<u>\$ 49.43</u>
<u>31</u>	<u>\$ 45.23</u>	<u>\$ 46.59</u>	<u>\$ 47.99</u>	<u>\$ 49.43</u>	<u>\$ 50.91</u>
<u>32</u>	<u>\$ 46.59</u>	<u>\$ 47.99</u>	<u>\$ 49.43</u>	<u>\$ 50.91</u>	<u>\$ 52.44</u>
<u>33</u>	<u>\$ 47.99</u>	<u>\$ 49.43</u>	<u>\$ 50.91</u>	<u>\$ 52.44</u>	<u>\$ 54.01</u>
<u>34</u>	<u>\$ 49.43</u>	<u>\$ 50.91</u>	<u>\$ 52.44</u>	<u>\$ 54.01</u>	<u>\$ 55.63</u>
<u>35</u>	<u>\$ 50.91</u>	<u>\$ 52.44</u>	<u>\$ 54.01</u>	<u>\$ 55.63</u>	<u>\$ 57.30</u>



**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	9.21.2022	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:	End of Month			
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 in the development of a Solid Waste Management Plan to replace the 2000 Solid Waste Management Plan. Pierce County and Tacoma have both adopted the Solid Waste Plan and submitted the plan to cities to adopt through their governing procedures.</p> <p>The attached 20-year solid waste plan is required by State Law (RCW 70A.205) for all local governments. Cities and counties can prepare a coordinated, comprehensive solid waste management plan. Cooperation in the plan allows the city to be part of an agreement with LRI for disposal of all waste streams at the county landfill. In the absence of joining the plan the cities would be required to contract directly with a landfill for disposal of solid waste and create our own solid waste management plan.</p> <p>The updated plan identifies strategies and programs to help reduce waste and lengthen the life of the landfill, keeping costs down, and minimizing the amount of Municipal Solid waste that will need to be long-hauled out of the Pierce County for disposal.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
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.				

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 28th 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:
Denndra Titatayn 6/27/2022
A599D0210080155
Department Director Date

DocuSigned by:
Gary Robinson 6/27/2022
8819C4D1B010
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:

 899CE74C5CDC4C8...
 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)	 Signature Adoption: Pre-selected Style Signed by link sent to PCEXECUTIVE@piercecountywa.gov Using IP Address: 162.5.54.49	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)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	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		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FPM_DocuSign_Procurement (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FPM_DocuSign_Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: curtis.hanson@piercecountywa.gov

To advise FPM_DocuSign_Procurement of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at curtis.hanson@piercecountywa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from FPM_DocuSign_Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to curtis.hanson@piercecountywa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FPM_DocuSign_Procurement

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to curtis.hanson@piercecounitywa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify FPM_DocuSign_Procurement as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by FPM_DocuSign_Procurement during the course of your relationship with FPM_DocuSign_Procurement.