

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL
Study Session Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
January 18th, 2023
6:00 p.m.

Deputy Mayor Greg Hogan, 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.

Zoom: <https://us06web.zoom.us/j/83050330813?pwd=UXZhMy90QTg4aWY5ZTZBSkFoVjRsQT09>

Meeting ID: 830 5033 0813

Passcode: 845394

2. STAFF REPORTS.

3. AGENDA ITEMS.

- A. **AB23-12** – Sign Code Amendments.
Wayne Carlson
- B. **AB23-13** – 2022 Comprehensive Plan Amendments.
Wayne Carlson
- C. **AB23-18** – SMAP Phase 3.
JC Hungerford
- D. **AB23-17** – Lobby Storefront Rebuild.
Scott Larson
- E. **AB23-04** – Accounting Software.
Gretchen Russo
- F. **AB23-09** – ADA Transition Plan.
Scott Larson
- G. **AB23-06** – Cannabis License Allotment.
Scott Larson
- H. **AB23-10** - Compost Procurement Ordinance.
Scott Larson
- I. **AB23-01** – Council Committees 2023.
Mayor Penner
- J. **AB23-11** – Council Rules of Procedure Amendment.
CM Koenig
- K. **AB23-05** – Library Lease.
Scott Larson
- L. **AB23-02** – 2023 Meeting Dates.
Kim Agfalvi

- M. AB23-07 – Murrey’s Disposal Rate Increase.
Scott Larson**
- N. AB23-14 - Carbon River Pump Station.
Steve Daskam & Greg Reed**
- O. AB23-16 – Pierce County Regional Council Alternate.
Mayor Penner**
- P. AB 23-15 – Flood Control District Representative.
Mayor Penner**

4. EXECUTIVE SESSION.

5. ADJOURNMENT.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Sign Code Amendments	AB23-12			
			1.18.2023	1.25.2023
	Department: Planning			
	Date Submitted: 1.11.2023			
	Cost of Item: NA			
Amount Budgeted:		NA		
Unexpended Balance:		NA		
Bars #:				
Timeline:				
Submitted By:		Wayne Carlson and Carmen Smith (Planner)		
Fiscal Note:				
Attachments: Staff Report and Ordinance				
SUMMARY STATEMENT:				
<p>In an effort to create a cohesive aesthetic for signs in the City, provide opportunity for adequate identification and advertising, and to create consistency in the sign code, the following amendments to the sign code are proposed:</p> <ul style="list-style-type: none"> • Sign Area for Permanent Signs – Creating separate maximum sign area allowances for wall signs and for freestanding signs opposed to the current approach to maximum allowed sign area, which provides one total aggregate limit for all signs. • Frontage – Providing provisions for determining frontage for flag lots and for lots that front on more than one right of way • Sandwich Board Signs – Updating requirements for sandwich board signs. • Housekeeping Edits – Housekeeping edits to OMC 13-7-4 to ensure consistency throughout the code, including updating, adding, and deleting definitions. <p>This is proposed as a discussion item. If there is consensus on the ordinance it can move forward for a decision with or without a public hearing. If revisions to the ordinance are requested by Council, staff will revise the ordinance and bring it back through CGA and a subsequent study session prior to going to a regular meeting for action.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on January 25 th for a public hearing and decision.				
FUTURE MOTION: <u>Motion:</u>				
To approve Ordinance No. 2023-1103, an ordinance of the City of Orting, Washington, relating to signs; amending Orting Municipal Code 13-7; providing for severability; and establishing an effective date.				

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2023-1103**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO SIGNS; AMENDING
ORTING MUNICIPAL CODE CHAPTER 13-7; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, the City desires to update its regulations for signs to create a cohesive aesthetic for signs in the City, provide opportunity for adequate identification and advertising, and to create consistency and predictability in the sign code; and

WHEREAS, in accordance with the requirement set forth in RCW 36.70A.106, on November 8, 2022, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance for its review and comment period; and

WHEREAS, the City's Planning Commission held a public hearing on the proposed amendments on December 5, 2022 and proposed a recommendation and forwarded it to the City Council to adopt the proposed OMC amendments; and

WHEREAS, the City Council held a public hearing on the proposed OMC amendments on February ____, 2023, considered the proposed code amendments and the entire record, including recommendations from the Planning Commission; and

WHEREAS, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

Section 2. OMC Section 13-7-2, Amended. Orting Municipal Code Section 13-7-2 is hereby amended as follows:

13-7-2 DEFINITIONS

BANNER SIGN: A ~~permanent~~ temporary sign constructed ~~of a rectangular shape~~ of fabric or other suitable material which is attached or suspended at two (2) ends or continuously across the long side. Attachment or suspension may be from buildings and/or poles. Flags, insignias, canopy signs, and posters are not considered "banner signs".

CANOPY SIGN: Any permanent sign that is part of or attached to a canopy, or a non-rigid, retractable or non-retractable, protective covering located at the entrance to a structure. ~~Canopy, under canopy, projected, and wall signs are considered wall signs for the purpose of determining sign area. Canopy signs must comply with the architectural design review process stated in 13-6-7 of this code.~~

~~CENTER, SHOPPING. A multi-tenant building with one or more stories used for retail and service uses with a shared building and/or parking area.~~

FAÇADE: The entire building front, or street wall face, including grade to the top of the parapet or eaves, and the entire width of the building elevation. ~~Façade is calculated by multiplying the width of the building front by the height of the building façade.~~

FLAG LOT: A large lot not meeting minimum street frontage requirements where access to the street is provided by a narrow, private driveway. Development on flag lots created after November 1, 2005, shall be subject to review and approval standards.

FREESTANDING SIGN: A permanent sign, not attached to any building or structure, which is securely and permanently attached to the ground or a built-up landscaped area. The height of a freestanding sign shall be measured from the crown of the road adjacent to the location of the sign or from the ground at the base of the sign supports to the top of the sign, whichever is higher in elevation. ~~Freestanding signs must comply with the architectural design review process stated in 13-6-7 of this code.~~

FRONTAGE: The measurement, in linear feet, of the length of the property line for a single-tenant building or length of leased building frontage for multitenant buildings or multi building complexes ~~that abuts a public or private street right-of-way. If the building abuts a public or private right of way on more than one side, the right of way which the building addresses off of will be used to determine frontage.~~

~~MONUMENT SIGN: A permanent freestanding sign, not attached to any building or structure, having the appearance of a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete that are harmonious with the materials of the primary structure on the subject property.~~

PROJECTING SIGN: A permanent wall sign that is attached perpendicularly to the façade of the building. ~~Canopy, under canopy, projected, and wall signs are considered wall signs for the purpose of determining sign area. Projecting signs must comply with the architectural design review process stated in 13-6-7 of this code.~~

RETAIL OR MIXED USE CENTER: A shopping center or other mixed use property having four or more tenants.

UNDER CANOPY SIGN: Any permanent sign that is mounted underneath a canopy or a non-rigid, retractable or non-retractable, protective covering located at the entrance to a structure. Canopy, under canopy, projected, and wall signs are considered wall signs for the purpose of determining sign area. Under canopy signs must comply with the architectural design review process stated in 13-6-7 of this code.

WALL SIGN: Any permanent sign attached directly to and supported by the wall of a building or permanent structure. Canopy, under canopy, projected, and wall signs are considered wall signs for the purpose of determining sign area. Wall signs must comply with the architectural design review process stated in 13-6-7 of this code.

Section 3. OMC Section 13-7-4, Amended. Orting Municipal Code Section 13-7-4 is hereby amended as follows:

13-7-4: GENERAL REGULATIONS

J. Sign Area Determinations:

1. Sign area for freestanding signs ~~other than monument signs~~ shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures.
2. Sign area for letters or symbols painted or mounted directly on wall or ~~monument freestanding~~ signs shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols.
3. Sign area for signs contained entirely within a cabinet and mounted on a wall or ~~monument freestanding sign~~ shall be calculated by measuring the entire area of the cabinet.

M. Right of Way Frontage Determination for Flag Lots:

1. The maximum sign area for freestanding signs is determined by the frontage on a public right of way. Frontage for flag lots is determined by the length, in linear feet, of the building which contains the primary entrance to the uses within the building.

N. Wall Sign Area Determination:

1. 1. Canopy, under canopy, projected, and wall signs are considered wall signs for the purpose of determining sign area.

Section 4. OMC Section 13-7-7, Amended. Orting Municipal Code Section 13-7-7 is hereby amended as follows:

13-7-7: SANDWICH BOARD SIGNS

A. Sandwich board signs are a type of temporary sign permitted by the City in accordance with this Chapter. ~~but are subject to the permitting process for permanent signs., including architectural design review process stated at section 13-6-7 of this code. Applicants must provide all information required in sections 13-6-7 and 13-7-5 of this code to the City of Orting Building Department and must also provide the City with proof of continuous liability insurance for any harm attributable to the sign in an amount established by the City at the time of permit issuance.~~

10. Sandwich board signs shall meet the City's color palette.

Section 5. OMC Section 13-7-9, Amended. Orting Municipal Code Section 13-7-9 is hereby amended as follows:

13-7-9: LIMITATIONS ON PERMANENT SIGNS:

A. Number, Type, Size, And Height Limitations: All signs subject to regulation under this chapter are subject to the following limitations upon number, height, size, and type:

Frontage On A Public Right of Way In Feet	Number of Signs Permitted	Type of Signs Permitted	Total-Aggregate Limit-Of-All-Signs Maximum Sign Area for Wall Signs	Maximum Sign Area for Freestanding Signs	Maximum Height of Signs
Less than 50	2	Canopy, wall, under canopy, and projected	Maximum of 10% of square footage of building facade	--	Building Signs shall not extend above the roofline. Projected signs and under canopy signs must provide a minimum 7'6" vertical clearance from sidewalk
At least 50 but less than 100	2	Parapet signs, Canopy, wall, under canopy, projected, and freestanding	Maximum of 10% of square footage of building façade	72 sf (both faces) 36 sf (per face)	Building Signs shall not extend above the roofline. Freestanding signs shall not exceed 5 feet and must be set back a minimum of 5' from any property lines. Projected signs and under canopy signs must provide a minimum 7'6" vertical clearance from sidewalk
At least 100 but less than 200	2	Parapet signs, Canopy, wall, under canopy, projected, and freestanding	Maximum of 10% of square footage of building façade	100 sf (both faces) 50 sf (per face)	Building Signs shall not extend above the roofline. Freestanding signs shall not exceed 5 feet and must be set back a minimum of 5' from any property lines. Projected signs and under canopy signs must provide a minimum 7'6" vertical clearance from sidewalk
At least 200 but less than 300	3	Parapet signs, Canopy, wall, under canopy, projected, and freestanding	Maximum of 10% of square footage of building facade	130 sf (both faces) 65 sf (per face)	Freestanding signs shall not exceed 5 feet and building signs shall not extend above the roofline. Freestanding signs must be set back a minimum of 5' from any property lines. Projected signs and under canopy signs must provide a minimum 7'6" vertical clearance from sidewalk.
Greater than 300	3	Parapet signs, Canopy, wall, under canopy and freestanding	Maximum of 10% of square footage of building facade	160 sf (both faces) 80 sf (per face)	Freestanding signs shall not exceed 8 feet and building signs shall not extend above the roofline. Freestanding signs must be set back a minimum of 5' from any property lines. Projected signs and under canopy signs must provide a minimum 7'6" vertical clearance from sidewalk.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 97 Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 8. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th DAY OF JANUARY, 2023.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



City Council Staff Report

Project Name:	Sign Code Amendments
Date of Staff Report:	December 6, 2022
Date of Meeting:	January 18, 2023 (Study Session)
Staff Recommendation:	Approval
City Staff Contact:	Wayne Carlson and Carmen Smith, Contract City Planner
Public Comment Period:	November 18 – December 2 following SEPA DNS issuance and notice of the Planning Commission public hearing.
Public Notice:	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a City Council public hearing will be published and posted online 10 days prior to the hearing per OMC 15-7-3.
Exhibits:	1. Draft Ordinance

Background

Orting Municipal Code 13-7 establishes regulations governing the installation, alteration, relocation, maintenance, use, and removal of signs in the City in a manner that recognizes the importance of signage for the economic well-being of businesses within the City while promoting a quality visual environment and protecting views and vistas. These regulations are further intended to balance the need to protect the public safety and welfare, the need for a well-maintained and attractive community, the need for adequate identification, communication, and advertising, and to protect free expression.

Orting Municipal Code 13-7-9 outlines the regulations for number, height, size, and type for all signs in the City. The number of signs permitted, type of signs permitted, total aggregate limit of all signs, and the maximum height of signs are determined by the frontage (in feet) on a public right of way. Currently, there are not different regulations for different types of signs.

Proposal

In an effort to create a cohesive aesthetic for signs in the City, provide opportunity for adequate identification and advertising, and to create consistency in the sign code, the following amendments to the sign code are proposed:

Sign Area for Permanent Signs

Staff recognized a need to separate the maximum sign area allowances for wall signs and freestanding signs, opposed to the current approach to maximum allowed sign area, which provides one total aggregate limit for all signs. Carving out these separate maximums for the two different sign types

promotes a more cohesive aesthetic for signs in the City and provides opportunity for adequate identification and advertising as businesses are able to have a proportionately sized wall sign. The proposal is to amend 13-7-9(A) to create a separate maximum sign area for wall signs and a maximum sign area for freestanding signs.

Frontage

The number of signs permitted, types of signs permitted, maximum sign area, and maximum sign height are determined by the frontage (in feet) on a public right of way. Planning Commission identified a need for the sign code to identify how right of way frontage is to be determined for buildings that do not front on a right of way and for buildings that front on two right of ways. The proposal is to amend the sign code to add provisions for how frontage is calculated for both aforementioned scenarios.

Sandwich Board Signs

Staff outreach with local business owners revealed the review and approval process for sandwich board signs can be onerous. In response, the proposal is to remove the requirement for architectural design review for sandwich board signs, but to add a provision requiring that sandwich board signs adhere to the City's color palette to ensure that they are consistent with the established aesthetic for signs in the City.

Definitions

Staff and Planning Commission found a need to review OMC 13-7-2 'Definitions' to ensure all sign types are defined and that definitions are clear to all users of the code. The proposal is to amend the sign code to provide new and revised definitions for terms defined, as well as remove terms to provide greater clarity.

Limitations on Permanent Signs

The proposal includes housekeeping edits to 13-7-9(A) to provide consistency with the rest of OMC 13-7.

SEPA Determination

After review of the environmental checklist, a SEPA Determination of Nonsignificance (DNS) was issued November 18, 2022, with a 14-day comment period ending on 5:00pm December 2, 2022. No comments were received.

Public Hearing

A public hearing was held by the Planning Commission on December 5, 2022. No comments were received. The Planning Commission recommend approval of the ordinance to City Council 5-0.

Staff Recommendation

Staff recommends approval of all amendments as proposed.

Appeal

Recommendations of the Planning Commission may be appealed, by applicants or parties of record from the Planning Commission hearing to the City Council per OMC 15-10-2.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0105565

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

TAC - Legal Ads

Final Cost:

373.06

Payment Type:

Account Billed

User ID:

IPL0019818

PREVIEW FOR AD NUMBER IPL01055650**ACCOUNT INFORMATION**

CITY OF ORTING IP

PO BOX 489

ORTING, WA 98360-0489

360-893-2219

fbingham@cityoforting.org

CITY OF ORTING

TRANSACTION REPORT**Date**

January 12, 2023 5:24:57 PM EST

Amount:

373.06

SCHEDULE FOR AD NUMBER IPL01055650

January 15, 2023

The News Tribune (Tacoma)

NOTICE IS HEREBY GIVEN

the City of Orting City Council will be holding two Public Hearings. The purpose of these hearings is to receive public testimony regarding: (1) Comprehensive Plan amendments and (2) Sign Code Amendments. The Comprehensive Plan Amendments include a site-specific request for a Comprehensive Plan amendment and rezone for the properties at 510 Washington Ave N and 710 Washington Ave N from Mixed Use Town Center North (MUTCN) to Public Facilities (PF) and a text amendment to the Capital Facilities Chapter to ensure consistency to the Parks, Trails, and Open Space Plan and to adopt the Parks, Trails, and Open Space Plan by reference as the Parks and Recreation chapter. Proposed sign code amendments are to 13-7-2 Definitions, 13-7-4 General Provisions, 13-7-7 Sandwich Board Signs, and 13-7-9 Limitations on Permanent Signs. **The hearing will be held at a regular City Council Meeting on January 25, 2023 at 7:00pm.**

The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in City Council Chambers at 104 Bridge St. S or by a log in or call in number and then entering the Meeting ID. To join the meeting/hearing on a computer or mobile phone:

<https://us06web.zoom.us/j/83231433497?pwd=SkVramF-FaUFXTkljdTlpMkpYY0c5UT09>

Phone Dial-in: +1 253 215 8782 then enter Meeting ID: 832 3143 3497 and Passcode: 224777

If you are unable to join the hearing, written comments may be submitted to the City Planner electronically,

no later than 1:00pm on January 25, 2023 at **planner@cityoforting.org**. Written comments will be sent to the Council prior to the hearing and will become part of the public record. Further information may be obtained by emailing Wayne Carlson at the email above or by phone at 253-383-2422.

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Publication Dates



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2022 Comprehensive Plan Amendments	AB23-13			
			1.18.2023	1.25.2023
	Department:	Planning		
	Date Submitted:	1.12.2023		
Cost of Item:	NA			
Amount Budgeted:	NA			
Unexpended Balance:	NA			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Wayne Carlson and Carmen Smith (Planner)			

Fiscal Note:

Attachments: Staff Report and Exhibits, Ordinance

SUMMARY STATEMENT:

The City, as a non-charter code city planning pursuant to the Growth Management Act, may amend (but is not required to) its Comprehensive Plan no more than once a year. The 2022 Comprehensive Plan Amendment cycle includes the following two amendment requests:

- Site Specific Request – Orting School District**
This is a citizen-initiated request by the current parcel owner, for a comprehensive plan amendment and rezone from the current Mixed-Use Town Center (MUTCN) zoning to Public Facilities (PF) zoning. The proposed re-zone would change the zoning designation to Public Facilities in order to accommodate the Orting School District’s future development of a new elementary school to provide for an increase in student enrollment and other educational and public support uses.
- Text Amendment – Capital Facilities Chapter, Parks and Recreation Chapter**
This is a staff-initiated request to amend the Capital Facilities Chapter of Orting’s Comprehensive Plan to ensure the Comprehensive Plan is consistent with the recently adopted Parks, Trails, and Open Space Plan (adopted February 2022). The proposed amendments include revising the level of service standards for parks and adopting two new policies. This amendment also includes adopting the PTOS Plan by reference as the City’s Parks and Recreation chapter to ensure the City is meeting all requirements of the Growth Management Act.

This is proposed as a discussion item. If there is consensus on the amendments, they can move forward for a decision with or without a public hearing. If revisions to the amendments are requested by Council, staff will revise the amendments and bring them back through CGA and a subsequent study session prior to going to a regular meeting for action.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on January 25th for a public hearing and decision.

FUTURE MOTION: Motion:

To approve Ordinance No. 2023-1104, an ordinance of the City of Orting, Washington, relating to land use and zoning; adopting amendments to the comprehensive plan; providing for severability; and establishing an effective date.

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2023-1104

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO LAND USE AND ZONING;
ADOPTING AMENDMENTS TO THE COMPREHENSIVE
PLAN; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, as required by the Growth Management Act (Chapter 36.70A RCW), the City adopted a comprehensive plan for the community on November 29, 2004, (the “Comprehensive Plan”), which is updated frequently; and

WHEREAS, in accordance with RCW 36.70A.130, an adopted Comprehensive Plan shall be subject to continuing evaluation and review, and amendments to the Comprehensive Plan shall be considered no more frequently than once every year; and

WHEREAS, in January 2022, the City initiated a review of the Comprehensive Plan to address plan elements that require updating, and requested amendment proposals from citizens; and

WHEREAS, The timeframe for accepting applications for the 2022 Amendment Cycle was January 3, 2022 to February 28, 2022; and

WHEREAS, staff reviewed each proposed amendment and conducted preliminary analysis pursuant to adopted procedures; and

WHEREAS, the City Council examined the applications, criteria, and analysis provided by staff and adopted Resolution 2022-06 directing the Administrator to proceed with review of the two requested amendments during the current cycle; and

WHEREAS, the City has undertaken a public involvement process and provided for early and continuous public participation opportunities including a study session on the selected amendments with the Planning Commission on August 1, 2022, a public hearing on the selected amendments on December 5, 2022 before the Planning Commission, a study session on the selected amendments with the City Council on January __, 2023, and a public hearing before the City Council on February __, 2023; and

WHEREAS, in accordance with WAC 365-196-630, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Commerce and to other state agencies with acknowledgement by the Department on October 5, 2022, for a 60-day review and comment period; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments has been conducted in accordance with the requirements of the State Environmental Policy Act (“SEPA”), and a SEPA determination of non-significance was issued on November 18, 2022; and

WHEREAS, on December 5, 2022, the Planning Commission, after considering the public comments received and other information presented at the aforementioned public hearings and public meetings, voted to recommend the adoption of the proposed amendments to the Comprehensive Plan summarized in Exhibit A (Staff Report) to this Ordinance to the City Council; and

WHEREAS, having considered, among other things, the public testimony, the minutes of the Planning Commission meetings, the preliminary and final staff reports, and the Planning Commission recommendations, the City Council finds that the proposed amendments to the Comprehensive Plan are consistent with and would serve to further implement the planning goals of the adopted Comprehensive Plan and the Growth Management Act, bear a substantial relation to the public health, safety or welfare, and promote the best long term interests of the Orting community;

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

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. Adoption of Amendments to Comprehensive Plan. The City Council adopts the proposed 2022 text amendments to the Comprehensive Plan, “Exhibit B”, which is incorporated by reference herein.

Section 3. Adoption of a Corrected Land Use Map, Figure LU-1 2019. The City Council adopts the amended zoning and land use map, Figure LU-1, “Exhibit C”, which is incorporated by reference herein.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th DAY OF JANUARY, 2023.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

Approved as to form:

Charlotte A. Archer, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.

Date of Publication:

Effective Date:

EXHIBIT A

STAFF REPORT



City Council Staff Report

Project Name:	Comprehensive Plan Amendments and Rezones
Date of Staff Report:	December 6, 2022
Meeting Date:	January 18, 2023
Staff Recommendation:	Approval of all amendments
City Staff Contact:	Wayne Carlson and Carmen Smith, Contract City Planners
Public Comment Period:	November 18 – December 2 following SEPA DNS issuance and notice of the Planning Commission public hearing.
Public Notice:	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a City Council public hearing was published and posted 10 days prior to the hearing per OMC 15-7-3.

Exhibits:

- A. Site Specific Amendment Location and Current Zoning Map
- B. Comprehensive Plan Text Amendments
- C. Amended Zoning Map

I. Background Information

The City, as a non-charter code city planning pursuant to the Growth Management Act, may amend (but is not required to) its Comprehensive Plan no more than once per year. Orting Municipal Code 15-2-5 sets out a procedure for submission, review and action on proposed amendments to the City's Comprehensive Plan.

The timeframe for accepting applications for the 2022 Amendment Cycle was January 3 through February 28, 2022 and two applications were received. Following application closure, staff reviewed each amendment request according to the six criteria established in December 2019, when the Comprehensive Plan Amendment Procedures were adopted. Upon deliberation, City Council decided both proposed amendments merited additional review by City staff and the Planning Commission. Resolution 2022-06 directed the Administrator to proceed with review of the selected amendments during the current cycle.

During Commerce review for unrelated amendments to the Parks, Trails, and Open Space (PTOS) Plan, the City was made aware that the current comprehensive plan is missing a Parks and Recreation chapter, which is an element required by the Growth Management Act. Commerce recommended adopting the PTOS Plan by reference as the Parks and Recreation chapter as part of the 2022 Comprehensive Plan Amendment cycle.

Each proposed amendment subsequently underwent analysis by City staff, as outlined in this Staff Report. The Planning Commission will now review the record, hold a hearing to consider the amendments, and make a recommendation to Council. The City Council will then review the record and hold a hearing to consider the amendments. Following the hearing, the City Council will take action on the proposed amendments.

II. Comprehensive Plan Amendment Requests:

1. Site Specific Request – Orting School District

Applicant/Owner: Orting School District (OSD)

Parcel Number	Address	Size
0519301018	710 Washington Ave N	16.36 acres
0519301703	510 Washington Ave N	48.72 acres

A. Findings of Fact: This is a citizen-initiated request by the current parcel owner, for a comprehensive plan amendment and rezone from the current Mixed-Use Town Center (MUTCN) zoning to Public Facilities (PF) zoning. Mixed Use Town Center North (MUTCN) is intended for a mix of commercial retail, office and residential, whereas the PF zone is intended for cultural, educational, recreational, and public service needs of the community.

The proposed re-zone would change the zoning designation to Public Facilities in order to accommodate the Orting School District’s future development of a new elementary school to provide for an increase in student enrollment and other educational and public support uses. Preliminary site development included in the traffic report submitted by OSD shows an approximately 100,000 sf K-5 elementary school with a capacity for up to 720 students. Though not proposed currently, OSD noted the site design may accommodate a future expansion, which would increase total capacity to 770 students by adding two early-learning classrooms. OSD estimates the elementary school would have between 70-80 employees and would include a community access playfield, parking for 100 vehicles, school bus loading area with room for 12 full-size buses and three smaller special education buses.

OSD’s planning for the new elementary school is further along than for the other support uses that they intend to develop on the site. OSD presented a preliminary mix of uses that represent the most intense level of development that they envision at this time for the site:

- New 10,000 sf district administration office building
- Three new athletic fields (softball, baseball, potentially soccer/lacrosse)
- New tennis facility with six tennis courts
- Overflow parking for Orting High School

According to the traffic report submitted, access to the two parcels is anticipated to occur primarily from Washington Avenue North N using a new site access roadway to be located opposite Whitehawk Boulevard NW. The City of Orting and Washington State Department of Transportation have initiated plans to reconstruct the Washington Avenue N / Whitehawk Boulevard NW intersection as a three-leg roundabout. The new Orting School District access roadway would be constructed as a fourth leg of that roundabout intersection. A secondary access may also be provided to the north via a new connection to Rocky Road NE at or near Daffodil Avenue NE. The overflow parking for the high school may be accessed directly from the high school site to the south and is not currently expected to have a vehicular connection to the larger site or directly to Washington Avenue N.

Construction of the new elementary school is expected to begin early 2024 with completion and occupancy in late 2025 or early 2026. Timing for the development of the other support facilities mentioned is not known at this time.

i. Previous Analysis:

1. Whether the same area or issue was studied during the last amendment process and conditions in the immediate vicinity have significantly changed so as to make the requested change within the public interest.
The same issue and site were not studied during the last (2021) amendment process. The parcels were studied during the 2019 comprehensive plan amendment cycle. Conditions have changed due to the change in ownership, and recent analysis by the applicant that indicated a likely smaller useable area on site than previously anticipated.
2. Whether the proposed amendment meets existing state and local laws, including the Growth Management Act (GMA).
The proposed amendment meets existing state and local laws. It is contiguous with the same zoning designation to the northeast (Public Works Building), southeast (school property), and mirrors the zoning across SR-162 (school property).

3. In the case of text amendments or other amendments to goals or policies, whether the request benefits the city as a whole versus a selected group.

N/A – this is not a text amendment.

If the request meets the criteria set forth in 1-3 above, it shall be further evaluated according to the following criteria:

4. Whether the proposed amendment can be incorporated into planned or active projects.

There are no planned or active projects for this to be incorporated into. This could be incorporated into the planned periodic update of the comprehensive plan, though that would not be adopted until 2024.

5. Amount of analysis necessary to reach a recommendation on the request. If a large-scale study is required, a request may have to be delayed until the following year due to workloads, staffing levels, etc.
Extra studies are required from the applicant, such as preliminary traffic memos and/or critical area delineations/studies. No large-scale studies would be performed by the City that would affect workloads.

6. Volume of requests received. A large volume of requests may necessitate that some requests be reviewed in a subsequent year.
This is one of two requests, a manageable amount for staff this year.

ii. Consistency with Development Code

This amendment and rezone are consistent with the following, applicable development code:

OMC 13-3-2.H: “The intent of the Public Facilities Zone is to be applied to major parcels of land serving the cultural, educational, recreational and public service needs of the community, such as, but not limited to schools, water and wastewater facilities, City buildings, City parking lots, and other City owned uses. This zone shall only apply to lands owned by governmental agencies.”

OMC 13-3-3, Table 1 City of Orting Land Use:

- The use “K – 12 schools” is a permitted use in the PF Zone.
- The use “Athletic fields” is a permitted use in the PF Zone.
- The use “Government offices” is a permitted use in the PF Zone.
- The use “School support facilities” is a permitted use in the PF Zone.

The comprehensive plan amendment and rezone would not create a nonconforming structure or use and is consistent with City of Orting's practice of zoning land used for operating public facilities as PF.

iii. Consistency with Comprehensive Plan

This amendment and rezone are consistent with the following, applicable goals and policies from Orting's Comprehensive Plan:

Goal LU 12: The Public Facility district is for areas devoted to public facilities such as schools, water and wastewater facilities, city buildings, state and federal properties, city-owned parking lots to acknowledge and reserve sites that have been planned for public purposes.

Goal LU 13.1: Coordinate new development with the provision of an adequate level of services and facilities, such as schools, water, transportation and parks, as established in the capital facilities element.

Goal ED 2: Promote the creation of family-wage jobs that will serve the residents of Orting.

2. Comprehensive Plan Text Amendment – Capital Facilities Chapter

Applicant: City of Orting
Project Address: City-wide
Parcel Number: N/A

- A. **Findings of Fact:** The proposed text amendment is a text amendment to the Capital Facilities Chapter of Orting's Comprehensive Plan to ensure the Comprehensive Plan is consistent with the recently adopted Parks, Trails, and Open Space Plan (adopted February 2022). The proposed amendments include revising the level of service standards for parks and adopting two new policies. This prevents potential confusion for citizens and staff and removes conflicts with the City's regulating documents.

The proposed text amendment also includes adopting the City's Parks, Trails, and Open Space (PTOS) Plan by reference as the parks and recreation chapter. As the current Comprehensive Plan does not have a Parks and Recreation chapter, this amendment ensures that Orting is meeting all chapters required by the Growth Management Act. This amendment includes adding a new chapter to the Comprehensive Plan, Parks and Recreation, which will adopt the PTOS Plan by reference.

Proposed Amendments:

Location	Current text	Amended Text	Reasoning
Pol CF 3.3	Total Park Land – 8 acres per 1,000 population <i>Consisting of:</i> Mini-Parks – 1 acre per 1,000 population Neighborhood Parks – 2 acres per 1,000 population Community Parks – 5 acres per 1,000 population Fields/Courts – 1 per 1,000 population Trails – 1 mile per 1,000 population Natural Resource Areas – 14 acres per 1,000 population	Type of Facilities LOS (facilities/population) Baseball/Softball Field 1/2,000 (softball) 1/2,000 (baseball) Multi-Use Rectangular Field (e.g., soccer, football, lacrosse) 1/3,500 Basketball Courts (Two half courts are equivalent to one court) 1/3,500 Tennis/Pickle/Racquetball Courts 1/4,000 Playground/Big Toy 1/1,000 Special Facilities (e.g., skate park, splash park, BMX park) 1/5,000 Trails .25 miles/1,000 Natural Resource Areas/Open Space 14 acres/1,000 Parkland 8 acres/1,000	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.
Pol CF 6.5	n/a – this amendment is new text.	Future park plans or remodels should prioritize barrier-free equipment additions, such as wheelchair swings, adaptive spinners, or the like – where none currently exist.	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.
Pol CF 6.6	n/a – this amendment is new text.	Create and periodically review and update a Master Plan for City Park to provide for cohesive development of the park that serves the community.	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.
Pol CF 6.7	n/a – this amendment is new text.	Work with Pierce County and applicable agencies to identify and help mitigate impacts to Calistoga Park.	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.

Location	Current text	Amended Text	Reasoning
PR	n/a – this amendment is new text.	The City of Orting Parks, Trails, and Open Space (PTOS) Plan and Appendix, as approved by Orting City Council pursuant to Resolution 2022-03, are hereby adopted by this reference.	Adding a Parks and Recreation chapter to be in compliance with the Growth Management Act.

i. Previous Analysis:

1. Whether the same area or issue was studied during the last amendment process and conditions in the immediate vicinity have significantly changed so as to make the requested change within the public interest.
These issues were not studied during the last cycle and are a result of updates to plans adopted and new information gleaned since during the last cycle.

2. Whether the proposed amendment meets existing state and local laws, including the Growth Management Act (GMA).
The proposed text amendments meet existing state and local laws. The proposed text amendments increase consistency with the 2022 Parks, Trails, and Open Space Plan.

3. In the case of text amendments or other amendments to goals or policies, whether the request benefits the city as a whole versus a selected group.
The requests benefit the City as a whole by creating consistency and clarity for citizens, staff and applicants. The proposed amendments will not benefit a selected group.

If the request meets the criteria set forth in 1-3 above, it shall be further evaluated according to the following criteria:

4. Whether the proposed amendment can be incorporated into planned or active projects.
There are no planned or active projects for this to be incorporated into. This could be incorporated into the planned periodic update of the comprehensive plan, though that would not be adopted until 2024.

5. Amount of analysis necessary to reach a recommendation on the request. If a large-scale study is required, a request may have to be delayed until the following year due to workloads, staffing levels, etc. **This request will not require large-scale studies.**

6. Volume of requests received. A large volume of requests may necessitate that some requests be reviewed in a subsequent year. **This is one of two requests, a manageable amount for staff this year.**

ii. Consistency with Development Code

These amendments provide consistency between adopted City plans. The amendments will eliminate conflict and prevent confusion for staff and the public, as well as remove conflicts within the City's regulating documents.

iii. Consistency with Comprehensive Plan

The proposed amendments ensure that goals and policies from updated plans, such as the Orting Parks, Trails, and Open Space Plan are accurately reflected within the Orting Comprehensive Plan. These amendments will create consistency between the adopted plans and ensure the Comprehensive Plan is up to date with proper references and procedures. Additionally, these proposed amendments ensure that Orting's Comprehensive Plan meets all elements required by the Growth Management Act.

SEPA Determination

After review of the environmental checklist, a SEPA Determination of Nonsignificance (DNS) was issued November 18, 2022, with a 14-day comment period ending at 5:00pm on December 2, 2022. No comments were received.

Public Hearing

A public hearing was held by the Planning Commission on December 5, 2022. No comments were received. The Planning Commission recommend approval of the ordinance to City Council 5-0.

Staff Recommendation

Staff recommends approval of the Comprehensive Plan amendments and rezone.

Appeal

Recommendations of the Planning Commission may be appealed, by applicants or parties of record from the Planning Commission, to the City Council per OMC 15-10-2.



Site Specific Request Location and Current Zoning Map

Site Specific Request – Orting School District

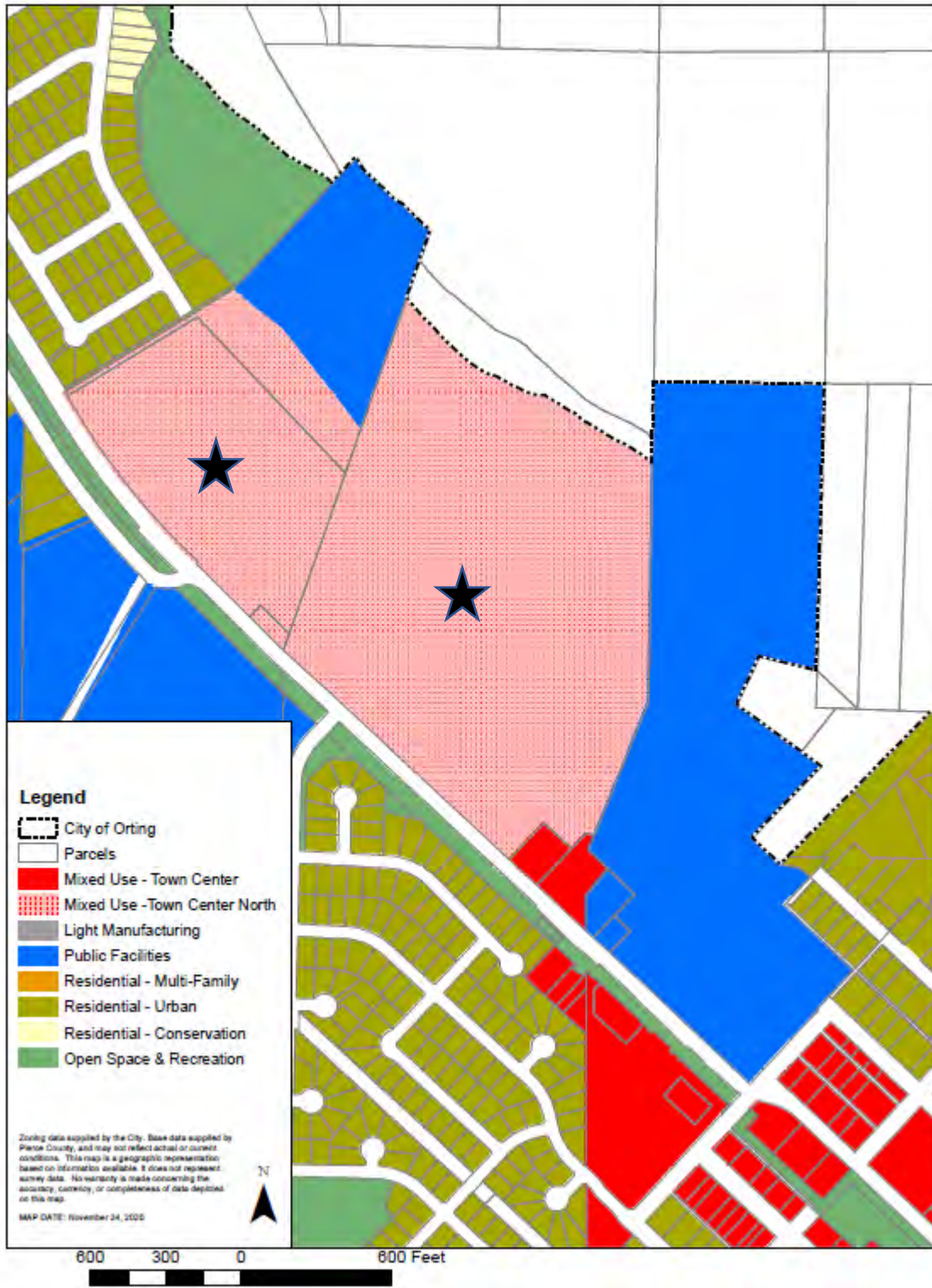
710 Washington Ave N

510 Washington Ave N

Figure 1.1: Site Specific Request Location



Figure 1.2: Site Specific Request Current Zoning



CAPITAL FACILITIES ELEMENT

PURPOSE

The Growth Management Act requires cities to prepare a capital facilities element consisting of:

1. An inventory of current capital facilities owned by public entities, showing the locations and capacities of the public facilities;
2. A forecast of the future needs for such capital facilities;
3. The proposed locations and capacities of expanded or new capital facilities;
4. At least a six-year plan that will finance capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes, and;
5. A requirement to reassess the land use element if probably probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

ORGANIZATION

The Capital Facilities Element establishes the level of service standards the City is obligated to provide, along with strategies for maintaining those standards. The Element is based on the goals and policies of the other elements, and incorporates the facilities needs and standards identified in the Transportation Element. The Capital Facilities Appendix provides detailed information on the inventory of facilities and projected future needs that the Plan must anticipate over the next 20 years. The Appendix incorporates capital facilities plans for the Orting School District and for the Pierce County Library.

MAJOR ISSUES

With recent improvements to the wastewater treatment plant and water system, major utility issues now involve continued resolution of the sewer collection system inflow and infiltration problems as financial resources permit. Transportation issues are described in the Transportation Element. Other capital facilities issues revolve around the need maintain effective concurrency management to ensure that utility capacity is available to match the demands of growth and development.

GOALS AND POLICIES

- Goal CF 1 Assure that capital improvements necessary to carry out the comprehensive plan are provided when they are needed.**

Pol. CF 1.1 The City shall coordinate its land use and public works planning activities with an ongoing program of long-range financial planning, in order to identify fiscal resources necessary to implement the capital facilities plan.

Pol. CF 1.2 Management of capital facilities should emphasize the following concepts:

- a. Providing preventive maintenance and cost-effective replacement of aging elements;
- b. Planning for the orderly extension and upgrading of capital systems while recognizing that system extensions associated with new development should be the responsibility of those desiring service;
- c. Inspecting systems to ensure conformance with design standards; and,
- d. Reducing the potential for drastic rate increases through effective fiscal management and rate structures that reflect the LOS and CIP's.



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Pol. CF 1.3 Determine which services are most cost-effectively delivered by the city and which services should be contracted out to be delivered by other jurisdictions. Where appropriate, joint facilities with adjacent service purveyors should be used to provide the most efficient and cost-effective service to customers.

Goal CF 2 Ensure that the continued development and implementation of the Capital Improvement Program (CIP) reflects the policy priorities of the City Council.

Pol. CF 2.1 High priority of funding shall be accorded to projects which are consistent with the adopted goals and policies of the City Council.

Pol. CF 2.2 Projects shall be funded only when incorporated into the City budget, as adopted by the City Council, unless emergency warrants funding.

Pol. CF 2.3 Capital projects that are not included in the six-year Capital Facilities Plan and which are potentially inconsistent with the comprehensive

plan shall be evaluated by means of the comprehensive planning process prior to their inclusion into the City's annual budget.

Pol. CF 2.4 The six-year Capital Facilities Plan shall be updated annually prior to the City budget process.

Pol. CF 2.5 All City departments shall review changes to the CIP and shall participate in the annual review.

Goal CF 3 Manage growth and the related development of city facilities and services to direct and control land use patterns and intensities.

Pol. CF 3.1 Development shall be allowed only when and where all public facilities are adequate and only when and where such development can be adequately served by essential public services without reducing levels of service elsewhere.

Pol. CF 3.2 The City shall continue upgrading the sanitary sewer system to ensure adequate capacity for future growth and development.

Pol. CF 3.3 The following level of service guidelines shall be used to evaluate whether existing public facilities are adequate to accommodate the demands of new development:

Water (Source Capacity and Reliability) LOS: Maintain the existing source capacity of approximately 1.73 MGD for adequate household use and fire protection. The minimum fire flow requirements are based on Pierce County's Ordinance No. 17C.60:

<u>Development Classification</u>	<u>Minimum Fire Flow Requirement</u>
Residential	750 gpm for 45 minutes
Commercial & Multi-Family	1500 gpm for 60 minutes
Industrial	2,000 gpm for 120 minutes

Water Quality LOS: The water system quality shall be in compliance with Washington Administrative Code requirements for water quality.

Sewer LOS: Maximum month average daily flows for the City's wastewater gravity collection system and wastewater treatment facility shall not exceed the Washington Department of Ecology's MGD limit.

Stormwater LOS: Stormwater management shall comply with the Washington Department of Ecology's requirements.

Fire LOS: Design – Coordinate land use planning, development review and fire protection facility planning to ensure that: a) adequate fire protection and emergency medical service can be provided; and b) project designs minimize the potential for fire hazard.

Fire LOS: Rating – Orting Valley Fire and Rescue (Pierce County Fire District 18) shall maintain and make efforts to improve its current insurance rating of "7".

Police LOS: Design – Coordinate land use planning, development review, and police protection facility planning to ensure that: a) adequate police protection can be provided; and b) project designs discourage criminal activity.

Police LOS: Response Time – The Orting Police Department shall have as a goal to maintain a 3 to 4 minute response time for emergency calls.

Parks, Trails and Open Space LOS: The following level of service standards shall apply to land and facilities:

Type of Facility	LOS (facilities/population)
Baseball/Softball Field	1/2,000 (softball) 1/2,000 (baseball)
Multi-Use Rectangular Field <i>(e.g. soccer, football, lacrosse)</i>	1/3,500
Basketball Courts <i>(Two half courts are equivalent to one court)</i>	1/3,500
Tennis/ Pickle/ Racquetball Courts	1/4,000
Playground/ Big Toy	1/1,000
Special Facilities <i>(e.g. skate park, splash park, BMX park)</i>	1/5,000
Trails	.25 miles/1,000
Natural Resource Areas/ Open Space	14 acres/ 1,000
Parkland	8 acres/1,000

Transportation LOS:

Pol. CF 3.4 Transportation and land use planning should be coordinated so that adequate transportation facilities can be built concurrent with growth. The following level of service standards should be used to evaluate whether existing transportation facilities are adequate to accommodate the demands of new development:

The transportation system shall function at a service level of at least D.

Pol. CF 3.5 A development shall not be approved if it causes the level of service on a capital facility to decline below the standards set forth in CF Policy 3.3 and 3.4, unless capital improvements or a strategy to accommodate the impacts are made concurrent with the development for the purposes of this policy. "Concurrent with the development" shall mean that

improvements or strategy are in place at the time of the development or that a financial commitment is in place to complete the improvements or strategies within six years.

Pol. CF 3.6 If adequate facilities are currently unavailable and public funds are not committed to provide such facilities, developers must provide such facilities at their own expense, or pay impact fees in order to develop. If the probable funding falls short of meeting the capital facility needs of the anticipated future land uses and population, the type and extent of land uses planned for the City must be reassessed.

Pol. CF 3.7 Require that development proposals are reviewed by the various providers of services, such as school districts, sewer, water, and fire departments, for available capacity to accommodate development and needed system improvements.

Pol. CF 3.8 New or expanded capital facilities should be compatible with surrounding land uses; such facilities should have a minimal impact on the natural or built environment.

Pol. CF 3.9 Maintain the water quality of the Carbon and Puyallup Rivers by complying with Washington Department of Ecology guidelines.

Goal CF 4 Ensure that financing for the city's needed capital facilities is as economical, efficient, and equitable as possible.

Pol. CF 4.1 The burden for financing capital facility improvements should be borne by the primary beneficiaries of the facility.

Pol. CF 4.2 General Fund revenues should be used only to fund projects that provide a benefit to the entire community or to accommodate unmet facility needs beyond those created by new growth.

Pol. CF 4.3 Long term borrowing for capital facilities should be considered as an appropriate method of financing large facilities that benefit more than one generation of users.

Pol. CF 4.4 Where possible, special assessment, revenue and other self-supporting bonds and grants will be used instead of tax supported general obligation bonds.

Goal CF 5 Provide the most cost-effective and efficient water, stormwater and sewer service to residents within Orting and its service area.

Pol. CF 5.1 Expansion of sewer service shall be coordinated among Orting, the Washington State Department of Ecology, and Pierce County, and shall give priority to infill within the city limits and existing urbanized unincorporated areas within the urban growth area.

- Pol. CF 5.2 Phasing of sewer expansion shall follow the city’s urban growth area established in the comprehensive plan, unless sewer service will remedy groundwater contamination and other health problems or the city arranges to provide services to other urban growth areas established by the Pierce County Comprehensive Plan.
- Pol. CF 5.3 New industrial development shall not be allowed to utilize on-site sewage systems. New industrial development shall be served by the City's treatment facilities.
- Pol. CF 5.4 Require sewage gravity collection system connections for all new development including single-family subdivisions unless otherwise approved by the Council and consistent with the Pierce Countywide policies.
- Pol. CF 5.5 Identify, prioritize and gradually replace existing sewer lines in poor condition to reduce inflow and infiltration to increase the capacity of the sewage treatment system.
- Pol. CF 5.6 Provide an adequate water supply and distribution system for all domestic use, fire flow and fire protection at all times. Fire flow capabilities can be increased and Fire Insurance Rating Classifications improved by upgrading water pipeline sizes, creating additional pipe networks, and increasing water storage capacities. Require transfer of private water rights to the city as part of all development permit approvals.



Mt. Rainier from Whitehawk Park.

Goal CF 6 Develop a system of parks and recreation facilities that is attractive, safe, and available to all segments of the population.

- Pol. CF 6.1 Mitigate impacts on parks, trails, and the recreation system from new growth based on impact fees, land dedication, and/or facility donations based on the level of service standards.

- Pol. CF 6.2 Cooperate and coordinate with the school district, other public agencies and private groups through the use of interlocal agreements and contracts to meet the recreation needs of the City.
- Pol. CF 6.3 Support Pierce County development of the Foothills Trail, and related links and parks, for bicycles, pedestrians and equestrians, running through Pierce County to Mount Rainier National Park.
- Pol. CF 6.4 Improve the network of parks, open space and trails throughout the city for pedestrians, bicycles and equestrians, with priority on:
 - a. The dedication and development of lands which would link with the Foothills Trail, the downtown parks, the Puyallup and Carbon River waterfront corridors and a linkage across the Carbon River to the Cascadia trail system,
 - b. Maintaining and improving the accessibility, usability, and safety of Orting’s sidewalks, parks and trails, and
 - c. Sustaining community-wide efforts to improve public access to the Carbon and Puyallup Rivers at those points along the banks which best fulfill the criteria for education, accessibility and restoration as outlined in the 2009 Shoreline Master Program.
- Pol. CF 6.5 Future park plans or remodels should prioritize barrier-free equipment additions, such as wheelchair swings, adaptive spinners, or the like — where none currently exist.
- Pol. CF 6.6 Create and periodically review and update a Master Plan for City Park to provide for cohesive development of the park that serves the community.
- Pol. CF 6.7 Work with Pierce County and applicable agencies to identify and help mitigate impacts to Calistoga Park.

Goal CF 7 Cooperate in the siting of essential public facilities in Orting.

- Pol. CF 7.1 The site selection process for essential public facilities on the list maintained by the Office of Finance and Management shall include the following components:
 - a. The state must provide a justifiable need for the public facility and its location in Orting based upon forecasted needs and a logical service area;
 - b. The state must establish a public process by which residents of Orting have an opportunity to meaningfully participate in the site selection process.

- Pol. CF 7.2 Public facilities shall not be located in designated resource lands, critical areas, or other areas where the siting of such facilities would be incompatible.
- Pol. CF 7.3 Multiple use of corridors for major utilities, trails, and transportation rights-of-way is encouraged.
- Pol. CF 7.4 Siting of public facilities shall be based upon criteria including, but not limited to:
- a. Specific facility requirements (acreage, transportation access, etc.);
 - b. Land use compatibility;
 - c. Potential environmental impacts;
 - d. Potential traffic impacts;
 - e. Fair distribution of such public facilities throughout the County;
 - f. Consistency with state law and regulations.
- Pol. CF 7.5 City plans and development regulations should identify and allow for the siting of essential public facilities. Design standards shall be required to ensure compatibility with adjacent land uses and mitigate any adverse impacts. The City's siting process may include requirements that facilities provide amenities or incentives to the neighborhood as a condition of approval. At least one public hearing shall be required to ensure adequate public participation.
- Pol. CF 7.6 Cooperatively work with surrounding municipalities including Pierce County during the siting and development of facilities of regional significance. The City shall seek an agreement with neighboring jurisdictions, state or county agencies to mitigate any disproportionate financial and other burdens which may fall on the City due to the siting.
- Pol. CF 7.7 Essential public facilities that are county-wide or state-wide in nature (e.g., solid waste and/or hazardous waste facilities), must meet existing state law and regulations requiring specific siting and permitting requirements.
- Goal CF 8 Manage stormwater runoff in such a manner as to:**
1. Protect property from flooding and erosion;
 2. Protect streams and shorelines from erosion and sedimentation to avoid the degradation of environmental quality and natural

system aesthetics;

3. Protect the quality of groundwater and surface water; and
4. Provide recharge of groundwater where appropriate.

Pol. CF 8.1 Manage the stormwater utility to:

- a. Identify existing and potential problems at the drainage basin level;
- b. Propose solutions to those problems;
- c. Recognize the importance of natural systems and receiving waters and their preservation and protection;
- d. Set design and development guidelines; and
- e. Provide a strategy for implementation and funding.

Pol. CF 8.2 Encourage either regional or low impact development approaches to managing stormwater to provide improved performance, maintenance and cost efficiency. Wherever possible, regional facilities should be considered as a multi-functional community resource which provides other public benefits such as recreational, habitat, cultural, educational, open space and aesthetic opportunities.

Pol. CF 8.3 The City should require new development to provide onsite storm drainage and all off-site improvements necessary to avoid adverse downstream impacts.

Pol. CF 8.4 Where appropriate and feasible, infiltration of stormwater is preferred over surface discharge to downstream system. The return of precipitation to the soil at natural rates near where it falls should be encouraged through the use of detention ponds, grassy swales and infiltration.

Pol. CF 8.5 Development should be designed to minimize disruption and/or degradation of natural drainage systems, both during and after construction. Development design which minimizes impermeable surface coverage by limiting site coverage and maximizing the exposure of natural surfaces should be encouraged.

Pol. CF 8.6 Industries and businesses should use best management practices to prevent erosion and sedimentation from occurring, and to prevent pollutants from entering ground or surface waters.

Pol. CF 8.7 Sites that have been cleared, graded or filled in violation of current or prior standards should be fully restored before construction permits are issued.

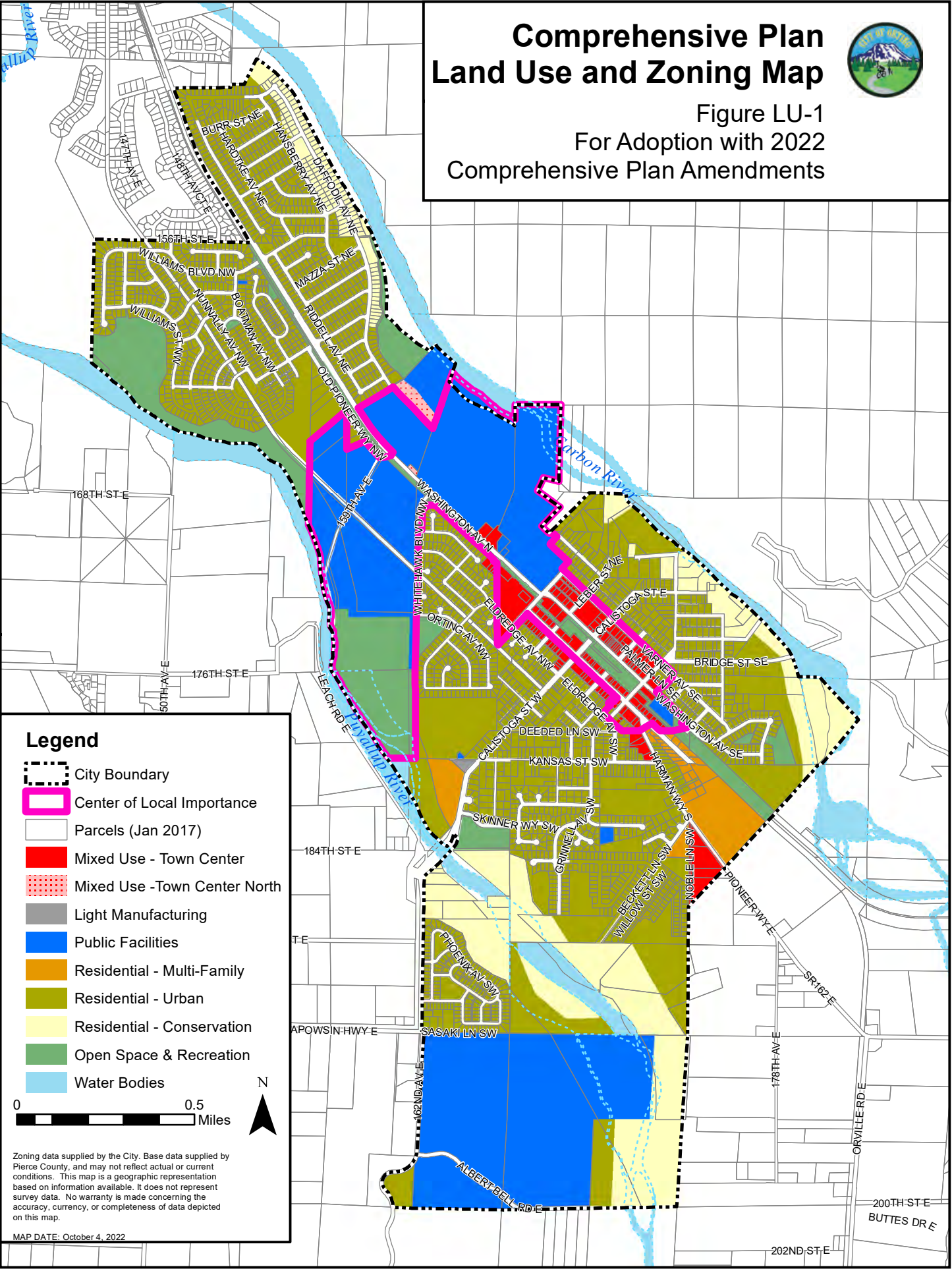
PARKS AND RECREATION ELEMENT

The City of Orting Parks, Trails, and Open Space (PTOS) Plan and Appendix, as approved by Orting City Council pursuant to Resolution 2022-03, are hereby adopted by this reference.

Comprehensive Plan Land Use and Zoning Map



Figure LU-1
For Adoption with 2022
Comprehensive Plan Amendments



Legend

-  City Boundary
-  Center of Local Importance
-  Parcels (Jan 2017)
-  Mixed Use - Town Center
-  Mixed Use - Town Center North
-  Light Manufacturing
-  Public Facilities
-  Residential - Multi-Family
-  Residential - Urban
-  Residential - Conservation
-  Open Space & Recreation
-  Water Bodies



Zoning data supplied by the City. Base data supplied by Pierce County, and may not reflect actual or current conditions. This map is a geographic representation based on information available. It does not represent survey data. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

MAP DATE: October 4, 2022

EXHIBIT B

AMENDMENTS



Site Specific Request Location and Current Zoning Map

Site Specific Request – Orting School District

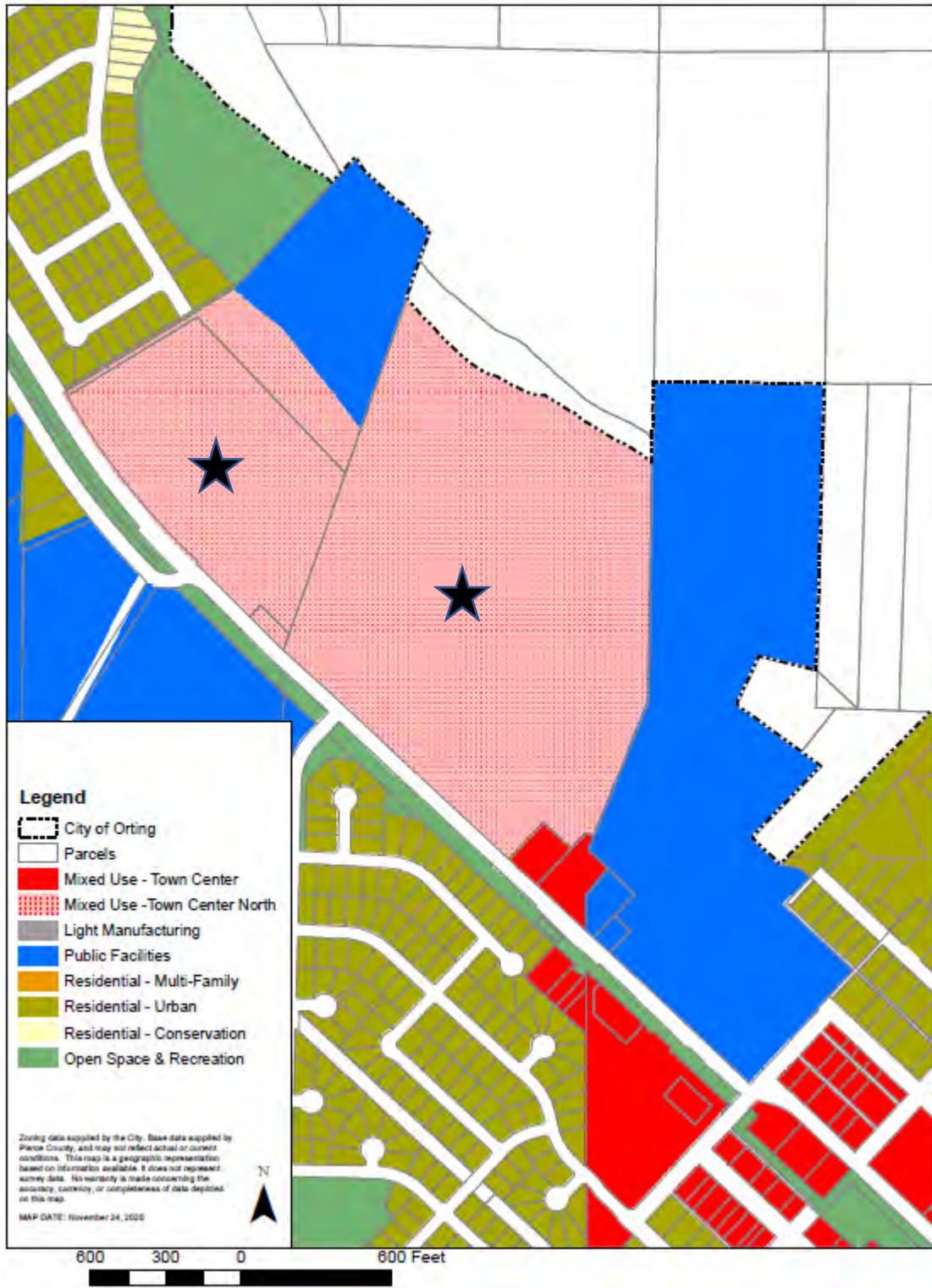
710 Washington Ave N

510 Washington Ave N

Figure 1.1: Site Specific Request Location



Figure 1.2: Site Specific Request Current Zoning



CAPITAL FACILITIES ELEMENT

PURPOSE

The Growth Management Act requires cities to prepare a capital facilities element consisting of:

1. An inventory of current capital facilities owned by public entities, showing the locations and capacities of the public facilities;
2. A forecast of the future needs for such capital facilities;
3. The proposed locations and capacities of expanded or new capital facilities;
4. At least a six-year plan that will finance capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes, and;
5. A requirement to reassess the land use element if probably probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

ORGANIZATION

The Capital Facilities Element establishes the level of service standards the City is obligated to provide, along with strategies for maintaining those standards. The Element is based on the goals and policies of the other elements, and incorporates the facilities needs and standards identified in the Transportation Element. The Capital Facilities Appendix provides detailed information on the inventory of facilities and projected future needs that the Plan must anticipate over the next 20 years. The Appendix incorporates capital facilities plans for the Orting School District and for the Pierce County Library.

MAJOR ISSUES

With recent improvements to the wastewater treatment plant and water system, major utility issues now involve continued resolution of the sewer collection system inflow and infiltration problems as financial resources permit. Transportation issues are described in the Transportation Element. Other capital facilities issues revolve around the need maintain effective concurrency management to ensure that utility capacity is available to match the demands of growth and development.

GOALS AND POLICIES

- Goal CF 1 Assure that capital improvements necessary to carry out the comprehensive plan are provided when they are needed.**

Pol. CF 1.1 The City shall coordinate its land use and public works planning activities with an ongoing program of long-range financial planning, in order to identify fiscal resources necessary to implement the capital facilities plan.

Pol. CF 1.2 Management of capital facilities should emphasize the following concepts:

- a. Providing preventive maintenance and cost-effective replacement of aging elements;
- b. Planning for the orderly extension and upgrading of capital systems while recognizing that system extensions associated with new development should be the responsibility of those desiring service;
- c. Inspecting systems to ensure conformance with design standards; and,
- d. Reducing the potential for drastic rate increases through effective fiscal management and rate structures that reflect the LOS and CIP's.



City Hall; 110 Train St SE.

Pol. CF 1.3 Determine which services are most cost-effectively delivered by the city and which services should be contracted out to be delivered by other jurisdictions. Where appropriate, joint facilities with adjacent service purveyors should be used to provide the most efficient and cost-effective service to customers.

Goal CF 2 Ensure that the continued development and implementation of the Capital Improvement Program (CIP) reflects the policy priorities of the City Council.

Pol. CF 2.1 High priority of funding shall be accorded to projects which are consistent with the adopted goals and policies of the City Council.

Pol. CF 2.2 Projects shall be funded only when incorporated into the City budget, as adopted by the City Council, unless emergency warrants funding.

Pol. CF 2.3 Capital projects that are not included in the six-year Capital Facilities Plan and which are potentially inconsistent with the comprehensive

plan shall be evaluated by means of the comprehensive planning process prior to their inclusion into the City's annual budget.

Pol. CF 2.4 The six-year Capital Facilities Plan shall be updated annually prior to the City budget process.

Pol. CF 2.5 All City departments shall review changes to the CIP and shall participate in the annual review.

Goal CF 3 Manage growth and the related development of city facilities and services to direct and control land use patterns and intensities.

Pol. CF 3.1 Development shall be allowed only when and where all public facilities are adequate and only when and where such development can be adequately served by essential public services without reducing levels of service elsewhere.

Pol. CF 3.2 The City shall continue upgrading the sanitary sewer system to ensure adequate capacity for future growth and development.

Pol. CF 3.3 The following level of service guidelines shall be used to evaluate whether existing public facilities are adequate to accommodate the demands of new development:

Water (Source Capacity and Reliability) LOS: Maintain the existing source capacity of approximately 1.73 MGD for adequate household use and fire protection. The minimum fire flow requirements are based on Pierce County's Ordinance No. 17C.60:

<u>Development Classification</u>	<u>Minimum Fire Flow Requirement</u>
Residential	750 gpm for 45 minutes
Commercial & Multi-Family	1500 gpm for 60 minutes
Industrial	2,000 gpm for 120 minutes

Water Quality LOS: The water system quality shall be in compliance with Washington Administrative Code requirements for water quality.

Sewer LOS: Maximum month average daily flows for the City's wastewater gravity collection system and wastewater treatment facility shall not exceed the Washington Department of Ecology's MGD limit.

Stormwater LOS: Stormwater management shall comply with the Washington Department of Ecology's requirements.

Fire LOS: Design – Coordinate land use planning, development review and fire protection facility planning to ensure that: a) adequate fire protection and emergency medical service can be provided; and b) project designs minimize the potential for fire hazard.

Fire LOS: Rating – Orting Valley Fire and Rescue (Pierce County Fire District 18) shall maintain and make efforts to improve its current insurance rating of "7".

Police LOS: Design – Coordinate land use planning, development review, and police protection facility planning to ensure that: a) adequate police protection can be provided; and b) project designs discourage criminal activity.

Police LOS: Response Time – The Orting Police Department shall have as a goal to maintain a 3 to 4 minute response time for emergency calls.

Parks, Trails and Open Space LOS: The following level of service standards shall apply to land and facilities:

Type of Facility	LOS (facilities/population)
Baseball/Softball Field	1/2,000 (softball) 1/2,000 (baseball)
Multi-Use Rectangular Field <i>(e.g. soccer, football, lacrosse)</i>	1/3,500
Basketball Courts <i>(Two half courts are equivalent to one court)</i>	1/3,500
Tennis/ Pickle/ Racquetball Courts	1/4,000
Playground/ Big Toy	1/1,000
Special Facilities <i>(e.g. skate park, splash park, BMX park)</i>	1/5,000
Trails	.25 miles/1,000
Natural Resource Areas/ Open Space	14 acres/ 1,000
Parkland	8 acres/1,000

Transportation LOS:

Pol. CF 3.4 Transportation and land use planning should be coordinated so that adequate transportation facilities can be built concurrent with growth. The following level of service standards should be used to evaluate whether existing transportation facilities are adequate to accommodate the demands of new development:

The transportation system shall function at a service level of at least D.

Pol. CF 3.5 A development shall not be approved if it causes the level of service on a capital facility to decline below the standards set forth in CF Policy 3.3 and 3.4, unless capital improvements or a strategy to accommodate the impacts are made concurrent with the development for the purposes of this policy. "Concurrent with the development" shall mean that

improvements or strategy are in place at the time of the development or that a financial commitment is in place to complete the improvements or strategies within six years.

Pol. CF 3.6 If adequate facilities are currently unavailable and public funds are not committed to provide such facilities, developers must provide such facilities at their own expense, or pay impact fees in order to develop. If the probable funding falls short of meeting the capital facility needs of the anticipated future land uses and population, the type and extent of land uses planned for the City must be reassessed.

Pol. CF 3.7 Require that development proposals are reviewed by the various providers of services, such as school districts, sewer, water, and fire departments, for available capacity to accommodate development and needed system improvements.

Pol. CF 3.8 New or expanded capital facilities should be compatible with surrounding land uses; such facilities should have a minimal impact on the natural or built environment.

Pol. CF 3.9 Maintain the water quality of the Carbon and Puyallup Rivers by complying with Washington Department of Ecology guidelines.

Goal CF 4 Ensure that financing for the city's needed capital facilities is as economical, efficient, and equitable as possible.

Pol. CF 4.1 The burden for financing capital facility improvements should be borne by the primary beneficiaries of the facility.

Pol. CF 4.2 General Fund revenues should be used only to fund projects that provide a benefit to the entire community or to accommodate unmet facility needs beyond those created by new growth.

Pol. CF 4.3 Long term borrowing for capital facilities should be considered as an appropriate method of financing large facilities that benefit more than one generation of users.

Pol. CF 4.4 Where possible, special assessment, revenue and other self-supporting bonds and grants will be used instead of tax supported general obligation bonds.

Goal CF 5 Provide the most cost-effective and efficient water, stormwater and sewer service to residents within Orting and its service area.

Pol. CF 5.1 Expansion of sewer service shall be coordinated among Orting, the Washington State Department of Ecology, and Pierce County, and shall give priority to infill within the city limits and existing urbanized unincorporated areas within the urban growth area.

- Pol. CF 5.2 Phasing of sewer expansion shall follow the city’s urban growth area established in the comprehensive plan, unless sewer service will remedy groundwater contamination and other health problems or the city arranges to provide services to other urban growth areas established by the Pierce County Comprehensive Plan.
- Pol. CF 5.3 New industrial development shall not be allowed to utilize on-site sewage systems. New industrial development shall be served by the City's treatment facilities.
- Pol. CF 5.4 Require sewage gravity collection system connections for all new development including single-family subdivisions unless otherwise approved by the Council and consistent with the Pierce Countywide policies.
- Pol. CF 5.5 Identify, prioritize and gradually replace existing sewer lines in poor condition to reduce inflow and infiltration to increase the capacity of the sewage treatment system.
- Pol. CF 5.6 Provide an adequate water supply and distribution system for all domestic use, fire flow and fire protection at all times. Fire flow capabilities can be increased and Fire Insurance Rating Classifications improved by upgrading water pipeline sizes, creating additional pipe networks, and increasing water storage capacities. Require transfer of private water rights to the city as part of all development permit approvals.



Mt. Rainer from Whitehawk Park.

Goal CF 6 Develop a system of parks and recreation facilities that is attractive, safe, and available to all segments of the population.

- Pol. CF 6.1 Mitigate impacts on parks, trails, and the recreation system from new growth based on impact fees, land dedication, and/or facility donations based on the level of service standards.

- Pol. CF 6.2 Cooperate and coordinate with the school district, other public agencies and private groups through the use of interlocal agreements and contracts to meet the recreation needs of the City.
- Pol. CF 6.3 Support Pierce County development of the Foothills Trail, and related links and parks, for bicycles, pedestrians and equestrians, running through Pierce County to Mount Rainier National Park.
- Pol. CF 6.4 Improve the network of parks, open space and trails throughout the city for pedestrians, bicycles and equestrians, with priority on:
 - a. The dedication and development of lands which would link with the Foothills Trail, the downtown parks, the Puyallup and Carbon River waterfront corridors and a linkage across the Carbon River to the Cascadia trail system,
 - b. Maintaining and improving the accessibility, usability, and safety of Orting’s sidewalks, parks and trails, and
 - c. Sustaining community-wide efforts to improve public access to the Carbon and Puyallup Rivers at those points along the banks which best fulfill the criteria for education, accessibility and restoration as outlined in the 2009 Shoreline Master Program.
- Pol. CF 6.5 Future park plans or remodels should prioritize barrier-free equipment additions, such as wheelchair swings, adaptive spinners, or the like — where none currently exist.
- Pol. CF 6.6 Create and periodically review and update a Master Plan for City Park to provide for cohesive development of the park that serves the community.
- Pol. CF 6.7 Work with Pierce County and applicable agencies to identify and help mitigate impacts to Calistoga Park.

Goal CF 7 Cooperate in the siting of essential public facilities in Orting.

- Pol. CF 7.1 The site selection process for essential public facilities on the list maintained by the Office of Finance and Management shall include the following components:
 - a. The state must provide a justifiable need for the public facility and its location in Orting based upon forecasted needs and a logical service area;
 - b. The state must establish a public process by which residents of Orting have an opportunity to meaningfully participate in the site selection process.

- Pol. CF 7.2 Public facilities shall not be located in designated resource lands, critical areas, or other areas where the siting of such facilities would be incompatible.
- Pol. CF 7.3 Multiple use of corridors for major utilities, trails, and transportation rights-of-way is encouraged.
- Pol. CF 7.4 Siting of public facilities shall be based upon criteria including, but not limited to:
- a. Specific facility requirements (acreage, transportation access, etc.);
 - b. Land use compatibility;
 - c. Potential environmental impacts;
 - d. Potential traffic impacts;
 - e. Fair distribution of such public facilities throughout the County;
 - f. Consistency with state law and regulations.
- Pol. CF 7.5 City plans and development regulations should identify and allow for the siting of essential public facilities. Design standards shall be required to ensure compatibility with adjacent land uses and mitigate any adverse impacts. The City's siting process may include requirements that facilities provide amenities or incentives to the neighborhood as a condition of approval. At least one public hearing shall be required to ensure adequate public participation.
- Pol. CF 7.6 Cooperatively work with surrounding municipalities including Pierce County during the siting and development of facilities of regional significance. The City shall seek an agreement with neighboring jurisdictions, state or county agencies to mitigate any disproportionate financial and other burdens which may fall on the City due to the siting.
- Pol. CF 7.7 Essential public facilities that are county-wide or state-wide in nature (e.g., solid waste and/or hazardous waste facilities), must meet existing state law and regulations requiring specific siting and permitting requirements.
- Goal CF 8 Manage stormwater runoff in such a manner as to:**
1. Protect property from flooding and erosion;
 2. Protect streams and shorelines from erosion and sedimentation to avoid the degradation of environmental quality and natural

system aesthetics;

3. Protect the quality of groundwater and surface water; and
4. Provide recharge of groundwater where appropriate.

Pol. CF 8.1 Manage the stormwater utility to:

- a. Identify existing and potential problems at the drainage basin level;
- b. Propose solutions to those problems;
- c. Recognize the importance of natural systems and receiving waters and their preservation and protection;
- d. Set design and development guidelines; and
- e. Provide a strategy for implementation and funding.

Pol. CF 8.2 Encourage either regional or low impact development approaches to managing stormwater to provide improved performance, maintenance and cost efficiency. Wherever possible, regional facilities should be considered as a multi-functional community resource which provides other public benefits such as recreational, habitat, cultural, educational, open space and aesthetic opportunities.

Pol. CF 8.3 The City should require new development to provide onsite storm drainage and all off-site improvements necessary to avoid adverse downstream impacts.

Pol. CF 8.4 Where appropriate and feasible, infiltration of stormwater is preferred over surface discharge to downstream system. The return of precipitation to the soil at natural rates near where it falls should be encouraged through the use of detention ponds, grassy swales and infiltration.

Pol. CF 8.5 Development should be designed to minimize disruption and/or degradation of natural drainage systems, both during and after construction. Development design which minimizes impermeable surface coverage by limiting site coverage and maximizing the exposure of natural surfaces should be encouraged.

Pol. CF 8.6 Industries and businesses should use best management practices to prevent erosion and sedimentation from occurring, and to prevent pollutants from entering ground or surface waters.

Pol. CF 8.7 Sites that have been cleared, graded or filled in violation of current or prior standards should be fully restored before construction permits are issued.

PARKS AND RECREATION ELEMENT

The City of Orting Parks, Trails, and Open Space (PTOS) Plan and Appendix, as approved by Orting City Council pursuant to Resolution 2022-03, are hereby adopted by this reference.

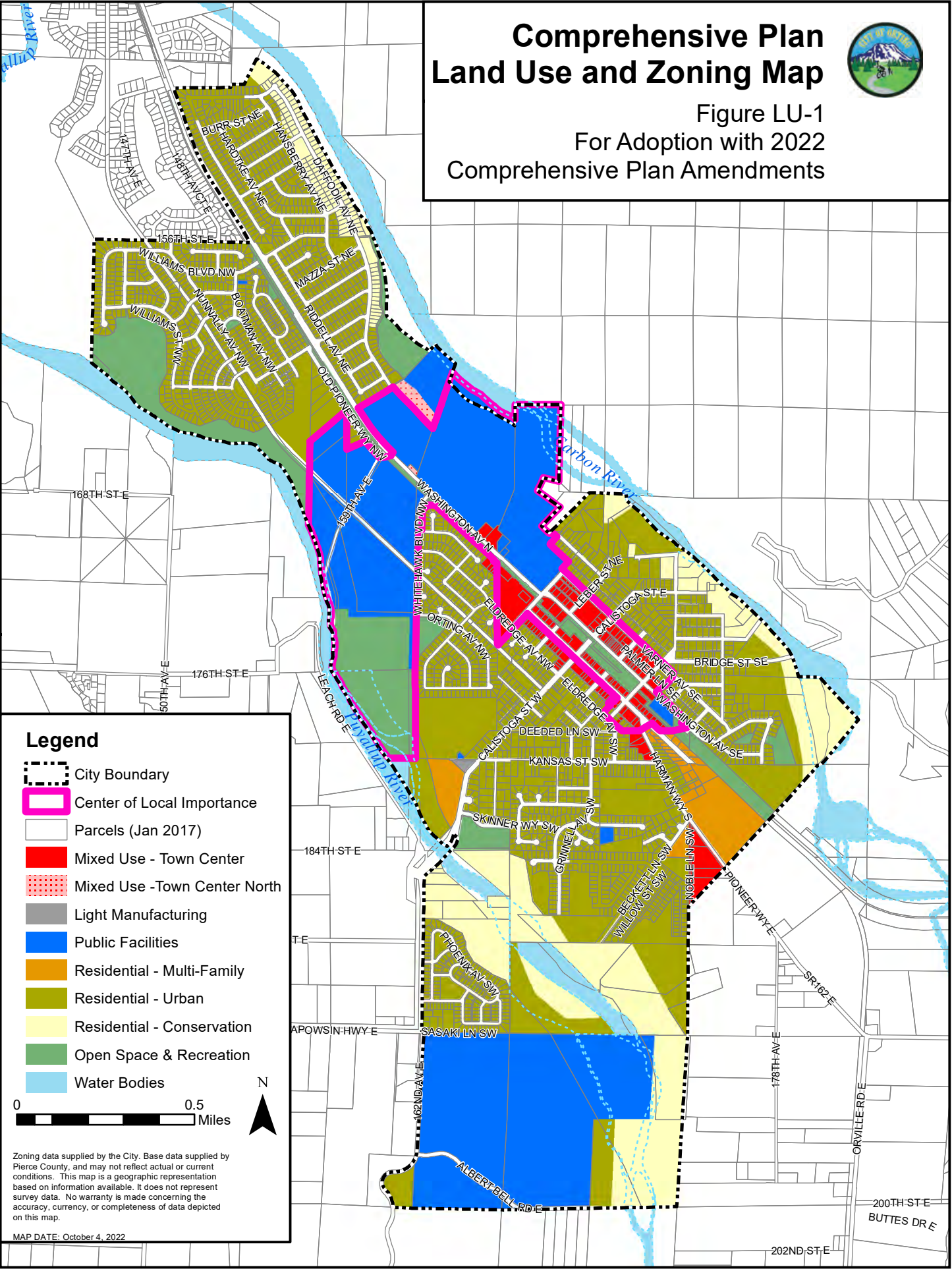
EXHIBIT C

FUTURE LAND USE MAP

Comprehensive Plan Land Use and Zoning Map



Figure LU-1
For Adoption with 2022
Comprehensive Plan Amendments



Legend

- City Boundary
- Center of Local Importance
- Parcels (Jan 2017)
- Mixed Use - Town Center
- Mixed Use - Town Center North
- Light Manufacturing
- Public Facilities
- Residential - Multi-Family
- Residential - Urban
- Residential - Conservation
- Open Space & Recreation
- Water Bodies

0 0.5 Miles



Zoning data supplied by the City. Base data supplied by Pierce County, and may not reflect actual or current conditions. This map is a geographic representation based on information available. It does not represent survey data. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

MAP DATE: October 4, 2022

200TH ST E
BUTTES DR E

202ND ST E



City Council Staff Report

Project Name:	Comprehensive Plan Amendments and Rezones
Date of Staff Report:	December 6, 2022
Meeting Date:	January 18, 2023
Staff Recommendation:	Approval of all amendments
City Staff Contact:	Wayne Carlson and Carmen Smith, Contract City Planners
Public Comment Period:	November 18 – December 2 following SEPA DNS issuance and notice of the Planning Commission public hearing.
Public Notice:	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a City Council public hearing was published and posted 10 days prior to the hearing per OMC 15-7-3.

Exhibits:

- A. Site Specific Amendment Location and Current Zoning Map
- B. Comprehensive Plan Text Amendments
- C. Draft Ordinance
- D. Amended Zoning Map

I. Background Information

The City, as a non-charter code city planning pursuant to the Growth Management Act, may amend (but is not required to) its Comprehensive Plan no more than once per year. Orting Municipal Code 15-2-5 sets out a procedure for submission, review and action on proposed amendments to the City's Comprehensive Plan.

The timeframe for accepting applications for the 2022 Amendment Cycle was January 3 through February 28, 2022 and two applications were received. Following application closure, staff reviewed each amendment request according to the six criteria established in December 2019, when the Comprehensive Plan Amendment Procedures were adopted. Upon deliberation, City Council decided both proposed amendments merited additional review by City staff and the Planning Commission. Resolution 2022-06 directed the Administrator to proceed with review of the selected amendments during the current cycle.

During Commerce review for unrelated amendments to the Parks, Trails, and Open Space (PTOS) Plan, the City was made aware that the current comprehensive plan is missing a Parks and Recreation chapter, which is an element required by the Growth Management Act. Commerce recommended adopting the PTOS Plan by reference as the Parks and Recreation chapter as part of the 2022 Comprehensive Plan Amendment cycle.

Each proposed amendment subsequently underwent analysis by City staff, as outlined in this Staff Report. The Planning Commission will now review the record, hold a hearing to consider the amendments, and make a recommendation to Council. The City Council will then review the record and hold a hearing to consider the amendments. Following the hearing, the City Council will take action on the proposed amendments.

II. Comprehensive Plan Amendment Requests:

1. Site Specific Request – Orting School District

Applicant/Owner: Orting School District (OSD)

Parcel Number	Address	Size
0519301018	710 Washington Ave N	16.36 acres
0519301703	510 Washington Ave N	48.72 acres

A. Findings of Fact: This is a citizen-initiated request by the current parcel owner, for a comprehensive plan amendment and rezone from the current Mixed-Use Town Center (MUTCN) zoning to Public Facilities (PF) zoning. Mixed Use Town Center North (MUTCN) is intended for a mix of commercial retail, office and residential, whereas the PF zone is intended for cultural, educational, recreational, and public service needs of the community.

The proposed re-zone would change the zoning designation to Public Facilities in order to accommodate the Orting School District’s future development of a new elementary school to provide for an increase in student enrollment and other educational and public support uses. Preliminary site development included in the traffic report submitted by OSD shows an approximately 100,000 sf K-5 elementary school with a capacity for up to 720 students. Though not proposed currently, OSD noted the site design may accommodate a future expansion, which would increase total capacity to 770 students by adding two early-learning classrooms. OSD estimates the elementary school would have between 70-80 employees and would include a community access playfield, parking for 100 vehicles, school bus loading area with room for 12 full-size buses and three smaller special education buses.

OSD's planning for the new elementary school is further along than for the other support uses that they intend to develop on the site. OSD presented a preliminary mix of uses that represent the most intense level of development that they envision at this time for the site:

- New 10,000 sf district administration office building
- Three new athletic fields (softball, baseball, potentially soccer/lacrosse)
- New tennis facility with six tennis courts
- Overflow parking for Orting High School

According to the traffic report submitted, access to the two parcels is anticipated to occur primarily from Washington Avenue North N using a new site access roadway to be located opposite Whitehawk Boulevard NW. The City of Orting and Washington State Department of Transportation have initiated plans to reconstruct the Washington Avenue N / Whitehawk Boulevard NW intersection as a three-leg roundabout. The new Orting School District access roadway would be constructed as a fourth leg of that roundabout intersection. A secondary access may also be provided to the north via a new connection to Rocky Road NE at or near Daffodil Avenue NE. The overflow parking for the high school may be accessed directly from the high school site to the south and is not currently expected to have a vehicular connection to the larger site or directly to Washington Avenue N.

Construction of the new elementary school is expected to begin early 2024 with completion and occupancy in late 2025 or early 2026. Timing for the development of the other support facilities mentioned is not known at this time.

i. Previous Analysis:

1. Whether the same area or issue was studied during the last amendment process and conditions in the immediate vicinity have significantly changed so as to make the requested change within the public interest.

The same issue and site were not studied during the last (2021) amendment process. The parcels were studied during the 2019 comprehensive plan amendment cycle. Conditions have changed due to the change in ownership, and recent analysis by the applicant that indicated a likely smaller useable area on site than previously anticipated.

2. Whether the proposed amendment meets existing state and local laws, including the Growth Management Act (GMA).

The proposed amendment meets existing state and local laws. It is contiguous with the same zoning designation to the northeast (Public Works Building), southeast (school property), and mirrors the zoning across SR-162 (school property).

3. In the case of text amendments or other amendments to goals or policies, whether the request benefits the city as a whole versus a selected group.

N/A – this is not a text amendment.

If the request meets the criteria set forth in 1-3 above, it shall be further evaluated according to the following criteria:

4. Whether the proposed amendment can be incorporated into planned or active projects.

There are no planned or active projects for this to be incorporated into. This could be incorporated into the planned periodic update of the comprehensive plan, though that would not be adopted until 2024.

5. Amount of analysis necessary to reach a recommendation on the request. If a large-scale study is required, a request may have to be delayed until the following year due to workloads, staffing levels, etc.
Extra studies are required from the applicant, such as preliminary traffic memos and/or critical area delineations/studies. No large-scale studies would be performed by the City that would affect workloads.

6. Volume of requests received. A large volume of requests may necessitate that some requests be reviewed in a subsequent year.
This is one of two requests, a manageable amount for staff this year.

ii. Consistency with Development Code

This amendment and rezone are consistent with the following, applicable development code:

OMC 13-3-2.H: “The intent of the Public Facilities Zone is to be applied to major parcels of land serving the cultural, educational, recreational and public service needs of the community, such as, but not limited to schools, water and wastewater facilities, City buildings, City parking lots, and other City owned uses. This zone shall only apply to lands owned by governmental agencies.”

OMC 13-3-3, Table 1 City of Orting Land Use:

- The use “K – 12 schools” is a permitted use in the PF Zone.
- The use “Athletic fields” is a permitted use in the PF Zone.
- The use “Government offices” is a permitted use in the PF Zone.
- The use “School support facilities” is a permitted use in the PF Zone.

The comprehensive plan amendment and rezone would not create a nonconforming structure or use and is consistent with City of Orting's practice of zoning land used for operating public facilities as PF.

iii. Consistency with Comprehensive Plan

This amendment and rezone are consistent with the following, applicable goals and policies from Orting's Comprehensive Plan:

Goal LU 12: The Public Facility district is for areas devoted to public facilities such as schools, water and wastewater facilities, city buildings, state and federal properties, city-owned parking lots to acknowledge and reserve sites that have been planned for public purposes.

Goal LU 13.1: Coordinate new development with the provision of an adequate level of services and facilities, such as schools, water, transportation and parks, as established in the capital facilities element.

Goal ED 2: Promote the creation of family-wage jobs that will serve the residents of Orting.

2. Comprehensive Plan Text Amendment – Capital Facilities Chapter

Applicant: City of Orting
Project Address: City-wide
Parcel Number: N/A

- A. **Findings of Fact:** The proposed text amendment is a text amendment to the Capital Facilities Chapter of Orting's Comprehensive Plan to ensure the Comprehensive Plan is consistent with the recently adopted Parks, Trails, and Open Space Plan (adopted February 2022). The proposed amendments include revising the level of service standards for parks and adopting two new policies. This prevents potential confusion for citizens and staff and removes conflicts with the City's regulating documents.

The proposed text amendment also includes adopting the City's Parks, Trails, and Open Space (PTOS) Plan by reference as the parks and recreation chapter. As the current Comprehensive Plan does not have a Parks and Recreation chapter, this amendment ensures that Orting is meeting all chapters required by the Growth Management Act. This amendment includes adding a new chapter to the Comprehensive Plan, Parks and Recreation, which will adopt the PTOS Plan by reference.

Proposed Amendments:

Location	Current text	Amended Text	Reasoning
Pol CF 3.3	Total Park Land – 8 acres per 1,000 population <i>Consisting of:</i> Mini-Parks – 1 acre per 1,000 population Neighborhood Parks – 2 acres per 1,000 population Community Parks – 5 acres per 1,000 population Fields/Courts – 1 per 1,000 population Trails – 1 mile per 1,000 population Natural Resource Areas – 14 acres per 1,000 population	Type of Facilities LOS (facilities/population) Baseball/Softball Field 1/2,000 (softball) 1/2,000 (baseball) Multi-Use Rectangular Field (e.g., soccer, football, lacrosse) 1/3,500 Basketball Courts (Two half courts are equivalent to one court) 1/3,500 Tennis/Pickle/Racquetball Courts 1/4,000 Playground/Big Toy 1/1,000 Special Facilities (e.g., skate park, splash park, BMX park) 1/5,000 Trails .25 miles/1,000 Natural Resource Areas/Open Space 14 acres/1,000 Parkland 8 acres/1,000	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.
Pol CF 6.5	n/a – this amendment is new text.	Future park plans or remodels should prioritize barrier-free equipment additions, such as wheelchair swings, adaptive spinners, or the like – where none currently exist.	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.
Pol CF 6.6	n/a – this amendment is new text.	Create and periodically review and update a Master Plan for City Park to provide for cohesive development of the park that serves the community.	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.
Pol CF 6.7	n/a – this amendment is new text.	Work with Pierce County and applicable agencies to identify and help mitigate impacts to Calistoga Park.	Updating text for consistency with 2022 Parks, Trails, and Open Space Plan.

Location	Current text	Amended Text	Reasoning
PR	n/a – this amendment is new text.	The City of Orting Parks, Trails, and Open Space (PTOS) Plan and Appendix, as approved by Orting City Council pursuant to Resolution 2022-03, are hereby adopted by this reference.	Adding a Parks and Recreation chapter to be in compliance with the Growth Management Act.

i. Previous Analysis:

1. Whether the same area or issue was studied during the last amendment process and conditions in the immediate vicinity have significantly changed so as to make the requested change within the public interest.
These issues were not studied during the last cycle and are a result of updates to plans adopted and new information gleaned since during the last cycle.

2. Whether the proposed amendment meets existing state and local laws, including the Growth Management Act (GMA).
The proposed text amendments meet existing state and local laws. The proposed text amendments increase consistency with the 2022 Parks, Trails, and Open Space Plan.

3. In the case of text amendments or other amendments to goals or policies, whether the request benefits the city as a whole versus a selected group.
The requests benefit the City as a whole by creating consistency and clarity for citizens, staff and applicants. The proposed amendments will not benefit a selected group.

If the request meets the criteria set forth in 1-3 above, it shall be further evaluated according to the following criteria:

4. Whether the proposed amendment can be incorporated into planned or active projects.
There are no planned or active projects for this to be incorporated into. This could be incorporated into the planned periodic update of the comprehensive plan, though that would not be adopted until 2024.

5. Amount of analysis necessary to reach a recommendation on the request. If a large-scale study is required, a request may have to be delayed until the following year due to workloads, staffing levels, etc. **This request will not require large-scale studies.**
6. Volume of requests received. A large volume of requests may necessitate that some requests be reviewed in a subsequent year. **This is one of two requests, a manageable amount for staff this year.**

ii. Consistency with Development Code

These amendments provide consistency between adopted City plans. The amendments will eliminate conflict and prevent confusion for staff and the public, as well as remove conflicts within the City's regulating documents.

iii. Consistency with Comprehensive Plan

The proposed amendments ensure that goals and policies from updated plans, such as the Orting Parks, Trails, and Open Space Plan are accurately reflected within the Orting Comprehensive Plan. These amendments will create consistency between the adopted plans and ensure the Comprehensive Plan is up to date with proper references and procedures. Additionally, these proposed amendments ensure that Orting's Comprehensive Plan meets all elements required by the Growth Management Act.

SEPA Determination

After review of the environmental checklist, a SEPA Determination of Nonsignificance (DNS) was issued November 18, 2022, with a 14-day comment period ending at 5:00pm on December 2, 2022. No comments were received.

Public Hearing

A public hearing was held by the Planning Commission on December 5, 2022. No comments were received. The Planning Commission recommend approval of the ordinance to City Council 5-0.

Staff Recommendation

Staff recommends approval of the Comprehensive Plan amendments and rezone.

Appeal

Recommendations of the Planning Commission may be appealed, by applicants or parties of record from the Planning Commission, to the City Council per OMC 15-10-2.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:

IPL0105565

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

TAC - Legal Ads

Final Cost:

373.06

Payment Type:

Account Billed

User ID:

IPL0019818

PREVIEW FOR AD NUMBER IPL01055650

ACCOUNT INFORMATION

CITY OF ORTING IP

PO BOX 489

ORTING, WA 98360-0489

360-893-2219

fbingham@cityoforting.org

CITY OF ORTING

TRANSACTION REPORT

Date

January 12, 2023 5:24:57 PM EST

Amount:

373.06

SCHEDULE FOR AD NUMBER IPL01055650

January 15, 2023

The News Tribune (Tacoma)

NOTICE IS HEREBY GIVEN

the City of Orting City Council will be holding two Public Hearings. The purpose of these hearings is to receive public testimony regarding: (1) Comprehensive Plan amendments and (2) Sign Code Amendments. The Comprehensive Plan Amendments include a site-specific request for a Comprehensive Plan amendment and rezone for the properties at 510 Washington Ave N and 710 Washington Ave N from Mixed Use Town Center North (MUTCN) to Public Facilities (PF) and a text amendment to the Capital Facilities Chapter to ensure consistency to the Parks, Trails, and Open Space Plan and to adopt the Parks, Trails, and Open Space Plan by reference as the Parks and Recreation chapter. Proposed sign code amendments are to 13-7-2 Definitions, 13-7-4 General Provisions, 13-7-7 Sandwich Board Signs, and 13-7-9 Limitations on Permanent Signs. **The hearing will be held at a regular City Council Meeting on January 25, 2023 at 7:00pm.**

The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in City Council Chambers at 104 Bridge St. S or by a log in or call in number and then entering the Meeting ID. To join the meeting/hearing on a computer or mobile phone:

<https://us06web.zoom.us/j/83231433497?pwd=SkVramF-FaUFXTkljdTlpMkpYY0c5UT09>

Phone Dial-in: +1 253 215 8782 then enter Meeting ID: 832 3143 3497 and Passcode: 224777

If you are unable to join the hearing, written comments may be submitted to the City Planner electronically,

no later than 1:00pm on January 25, 2023 at **planner@cityoforting.org**. Written comments will be sent to the Council prior to the hearing and will become part of the public record. Further information may be obtained by emailing Wayne Carlson at the email above or by phone at 253-383-2422.

W00000000

Publication Dates



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB23-18	Public Works	1.18.2023	1.25.2023
Stormwater Management Action Plan Phase 3.	Department:	Engineering/Public Works		
	Date Submitted:	1.12.2023		
Cost of Item:	<u>\$33,510</u>			
Amount Budgeted:	<u>\$90,000</u>			
Unexpended Balance:	<u>\$56,490</u>			
Bars #:	N/A			
Timeline:	Study Session 1/18 and City Council 1/25			
Submitted By:	JC Hungerford, PE			
Fiscal Note:				

Attachments: Scope and Budget for Professional Services

SUMMARY STATEMENT:

Section S5.C.1.d of the Washington State Department of Ecology’s (Ecology’s) Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) effective August 1, 2019, requires that permittees prepare a Stormwater Management Action Plan (SMAP) to support planning and decisions in an effort to improve water quality in a prioritized receiving waterbody. The SMAP is to be completed in three phases.

- For the first phase, Section S5.C.1.d.i of the Phase II Permit requires permittees to complete a receiving water assessment by March 31, 2022. The receiving water assessment, referred to as Phase 1, has been completed under a separate scope of work (SOW).
- For the second phase, Section S5.C.1.d.ii of the Phase II Permit requires permittees to perform a prioritization and ranking process to selected a high priority receiving water for stormwater-related actions. The Phase II Permit requires SMAP Phase 2 to be completed by June 30, 2022. SMAP Phase 2 has also been completed under a separate scope of work.
- Section S5.C.1.d.iii of the Phase II Permit establishes the requirements for SMAP Phase 3, which is the subject of this SOW. SMAP Phase 3 is to be completed by March 31, 2023.

The attached scope of work is for Parametrix to complete Phase 3.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on January 25th, 2023 as a consent agenda item.

FUTURE MOTION: Motion:

To approve the attached scope and budget for professional services as described in the attached SMAP Phase 3 in the amount of \$33,510.

SCOPE OF WORK

City of Orting Stormwater Management Action Plan (SMAP) Phase 3

INTRODUCTION

Section S5.C.1.d of the Washington State Department of Ecology's (Ecology's) Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) effective August 1, 2019, requires that permittees prepare a Stormwater Management Action Plan (SMAP) to support planning and decisions in an effort to improve water quality in a prioritized receiving waterbody. The SMAP is to be completed in three phases.

- For the first phase, Section S5.C.1.d.i of the Phase II Permit requires permittees to complete a receiving water assessment by March 31, 2022. The receiving water assessment, referred to as Phase 1, has been completed under a separate scope of work (SOW).
- For the second phase, Section S5.C.1.d.ii of the Phase II Permit requires permittees to perform a prioritization and ranking process to selected a high priority receiving water for stormwater-related actions. The Phase II Permit requires SMAP Phase 2 to be completed by June 30, 2022. SMAP Phase 2 has also been completed under a separate scope of work.
- Section S5.C.1.d.iii of the Phase II Permit establishes the requirements for SMAP Phase 3, which is the subject of this SOW. SMAP Phase 3 is to be completed by March 31, 2023.

Based on the results of SMAP Phase 2, the recommended high priority receiving water is the area on the landward side of the levee along the Carbon River and is referred to as Carbon River Unnamed Tributary South. The results of SMAP Phases 1 and 2 were presented to the City Council and public at the June 15, 2022 City Council Study Session. There were no comments received regarding the recommended high priority receiving water. Consequently, this SOW for SMAP Phase 3 is based on Carbon River Unnamed Tributary South being the high priority receiving water.

The schedule for this SOW will be as follows:

- Notice to Proceed: December 15, 2022.
- SMAP Phase 3 City and public review: March 1-17, 2023
- Present to City Council Study Session: March 15, 2023
- Prepare final SMAP Phase 3 and submit to City: March 20 – 31, 2023

TASK 01 – PROJECT MANAGEMENT, MEETINGS, AND QC/QA

Objective

The objective of this task is to provide overall project management, project coordination, and quality control/quality assurance (QC/QA) for the deliverables associated with this scope of work.

Approach

Parametrix will track and monitor project progress, including preparing monthly invoices and project status reports. The Parametrix project manager will have phone and email contact with the City's project manager as needed. Parametrix will have internal coordination meetings as needed. Parametrix will perform QC reviews in accordance with Parametrix QC standards.

Deliverables

Monthly invoices and progress reports.

Miscellaneous correspondence to document project management issues.

Assumptions

Project management will extend throughout SOW duration from December 1, 2022, through March 31, 2023 (4 months).

Budget includes up to 16 hours for coordination with the City, which includes phone and email correspondence and up to two hours for attendance at up to one City Council Study Session. See Task 2 for meetings.

QC reviews will be performed for the following documents:

- Draft SMAP Phase 3 summary document.
- Final SMAP Phase 3 summary document.
- Flow Control Standard draft summary document
- Flow Control Standard final summary document

QA/QC review documentation will be provided upon request.

TASK 02 – SMAP PHASE 3

Objective

To evaluate existing and planned future conditions for the two identified receiving waters for future selection of a prioritized receiving water. The evaluation will be based on National Pollutant Discharge Elimination System (NPDES) Phase II Permit Section S5.C.1.d.ii (excerpt attached).

Approach

SMAP Phase 3 will include preparing a draft and final summary document that includes the following activities:

- Based on the results of SMAP Phases 1 and 2, there are no identified stormwater facility retrofits, changes to types of BMP types or BMP locations for the identified receiving water. Development and redevelopment in areas tributary to the prioritized receiving water will be based on the requirements of the Orting Municipal Code (OMC) and Shoreline Management Program (SMP). The SMAP Phase 3 summary document will identify the applicable provisions of the OMC and SMP.

- Based on the results of SMAP Phases 1 and 2, there are no land management, development strategies, and/or actions identified for water quality management specific to the prioritized receiving water. Similar to the above, the SMAP Phase 3 summary document will identify the applicable provisions of the OMC and SMP for development and redevelopment in areas tributary to the prioritized receiving water.
- Participate in up to two meetings with City Public Works, Planning, and Operations and Maintenance (O&M) staff to determine if there are any stormwater related issues that need to be addressed for the prioritized receiving water based on existing issues observed, issues documented in annual reports, if the tributary areas have been inspected, and any potential future land use changes that may impact water quality. These elements will then be reviewed to determine the need for targeted, enhanced, or customized implementation of stormwater management actions related to NPDES Permit sections within S5, including:
 - Illicit discharge detection elimination field screening.
 - Prioritization of source control inspections.
 - O&M inspections or enhanced maintenance.
 - Public education and outreach behavior change programs.
- Participate in up to one meeting with City Planning and Public Works staff to determine any City or interagency long-range plans that might impact the areas tributary to the prioritized receiving water. Such long-range plans include the City's Growth Management Act Comprehensive Plan, the City's Stormwater Comprehensive Plan, and Pierce County's Flood Hazard Mitigation Plan. Changes to long-range plans, if needed, will be identified to address applicable SMAP priorities.
- Participate in up to one meeting with Planning and Public Works staff to identify how the prioritized receiving water will continue to be reflected in the long-range plans identified above.
- A proposed implementation schedule and budget sources will be prepared for the identified SMAP Phase 3 elements.
 - Short-term actions to be accomplished within 6 years. This will include addressing the outcome of elements identified in the SMAP Phase 3 summary document.
 - The NPDES Phase II Permit requires that the SMAP also include long-term actions to be accomplished within 7 to 20 years. However, based on the results of SMAP Phase 1 and 2, there are no SMAP-related items to be carried out within this long-term time frame. However, if there are any identified actions that come out from the above scope elements for this time frame will be included if applicable. It is not currently known what requirements Ecology might include in the 2024 update to the NPDES permit.
- Coordinate with Planning and Public Works staff to identify a process and schedule to provide future assessment and feedback to improve the SMAP planning process and implementation of procedures and/or projects. Feedback could come from City staff, the public, or other potential stakeholders.
- Compile the following into appendices of the SMAP Phase 3 summary document:
 - SMAP Phase 1 Steps 1 through 4 technical memorandum (Parametrix, March 16, 2022)
 - SMAP Phase 1 Step 1 technical memorandum (Parametrix, April 22, 2022)
 - SMAP Phase 1 Steps 2 and 3 technical memorandum (Parametrix, June 30, 2022)

- Participate in up to one meeting with City Planning, Public Works, and O&M staff to resolve comments on the SMAP Phase 3 summary document.

Assumptions

The City will provide requested information needed in sufficient time to perform this SOW.

City staff will be available to meet as needed.

Meetings will be virtual.

Deliverables

Meeting notes for up to five meetings.

Draft SMAP Phase 3 summary document.

Final SMAP Phase 3 summary document.

FLOW CONTROL STANDARD

Objective

Carbon River Unnamed Tributary South is not a fish bearing stream but a low lying area where water accumulates and flows through along the landward side of the levee. Water either infiltrates, is lost through evaporation and transpiration, or seeps through historic culverts that might be located but buried along the levee. Consequently, the area is more of a series of wetland complexes than a stream. Application of the typical streambank protection would not be applicable for sites that develop or redevelop that are tributary to Carbon River Unnamed Tributary South. This task will review various flow control standards to determine potential land use and stormwater management strategies for sites tributary to the Carbon River Unnamed Tributary South.

Specific site conditions and wetland classifications will impact actual stormwater analyses required for a specific project. This task will be performed to provide a general understanding of potential ranges in impervious land cover and sizes of mitigation areas that may be required.

Approach

Analyze up to four sample areas for application of streambank protection flow control Best management Practices (BMPs) or for dispersion to mitigated for changes in land use. Two sample areas will be based on assumed area, and two sample areas will be based on publicly available GIS information.

Analyses using dispersion for stormwater management will use the wetland protection standard applied at the downstream end of the wetland buffer. The analyses will be based on Volume I Appendix I-C.4 Method 2 of Ecology's 2019 Stormwater Management Manual for Western Washington (SWMMWW).

Post project land cover for WHM2012 analyses will include lawn, pasture, forest, and impervious surfaces to determine:

- an approximate amount of maximum impervious cover that could be constructed;

- how much of the remaining site would be required for dispersion; and,
- the effect of lawn, pasture and/or forest on meeting the wetland protection standard.

Analyze a streambank protection flow control BMP to determine compliance with the wetland protection standard.

Coordinate with City Planning and Public Works staff to determine allowing directly connected impervious surfaces to forested buffers. Ecology SWMMWW Volume V Chapter 2 BMP T5.30, Full Dispersion, prohibits the use of critical area buffers for full dispersion. Ecology SWMMWW Volume I Chapter 3 Section I-3.4.8 MR8, Wetlands Protection, states that “Stormwater Management BMPs shall not be built within a wetland or its buffer...”. However, the analyses requirements for Method 2 states that: “When modeling, include the wetland buffer as the final element in both pre-and post-project scenarios, downstream of the project area including any Flow Control BMPs. The point of compliance (POC) should be assigned to capture the total (surface, interflow, and ground water) volume leaving the wetland buffer (emphasis added) for both the pre-project and the post-project scenarios.” Consequently, the analyses do include the use of buffers for stormwater management. This could potentially allow an impervious area of 15-percent of the forested buffer to be directly connected to the forested buffer. This will be reflected in one of the WWHM2012 sample analyses to determine if it has an impact on the potential amount of impervious coverage.

Assumptions

Pasture will be used as the historic land cover for the sample analyses based on OMC 9-5A-4.

An open pond will be used for the streambank protection BMP.

Ecology’s Western Washington Hydrology Model - 2012 (WWHM2012) will be used for analyses.

Hydrologic Soil Group Type C will be used for pervious land cover.

Parcel sizes will be based on data available through Pierce County’s website <https://matterhornwab.co.pierce.wa.us/publicgis/>

Wetland locations will be based on National Wetlands Inventory website <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>

Method 2 will be used for the analyses because, even if part of a wetland is on a sample property, it is likely that not all of it would be. Consequently, the detailed data for Method 1 would not be readily available for a property owner.

As an alternative to site-by-site stormwater management, regional mitigation could potentially be considered. However, due to the likely extent of the wetland complex(es) along the landward side of the levee, data needs for the supporting analyses, costs, and timeline for completing the SMAP, a regional facility is not assumed for this SOW. A regional facility could be considered in the future if desired by the City.

Deliverables

Flow Control Standard draft summary document

Flow Control Standard final summary document

ATTACHMENTS

A NPDES Phase II Permit Section S5.C.1.d

Attachment A

NPDES Phase II Permit Section S5.C.1.d



EXCERPTS FROM NPDES PHASE II MUNICIPAL PERMIT
SECTION S5.C.1

STORMWATER MANAGEMENT ACTION PLANNING

- d. Stormwater Management Action Planning³ (SMAP). Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.
- i. *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which

³ New Permittees are exempt from S5.C.1.d. for this permit term.

receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.

- (a) Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.

Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii.

- ii. *Receiving Water Prioritization.* Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.

No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- (a) The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.

- (b) The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.

- iii. Stormwater Management Action Plan (SMAP). No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
- (b) Land management/development strategies and/or actions identified for water quality management.
- (c) Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
- IDDE field screening,
 - Prioritization of Source Control inspections,
 - O&M inspections or enhanced maintenance, or
 - Public Education and Outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- (d) If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- (e) A proposed implementation schedule and budget sources for:
 - Short-term actions (*i.e.*, actions to be accomplished within six years), and
 - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- (f) A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

⁴ New Permittees shall begin implementing the requirements of S5.C.2 no later than August 1, 2021.

Client: City of Orting
 Project: SMAP Receiving Water Conditions Assessment Ph 1
 Project No: 2161711024

Sr Project Control Specialist	April D. Whittaker	Sr Engineer	Jeffrey L. Coop	Publications Supervisor	Amanda B. Lucas	Sr Project Accountant	Sarah A. Crackenberger	Water Division Manager	John C. Hungerford	Sr Engineer	John L. Wright	Engineer II	Lenaya M. Grabowski
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Burdened Rates: \$150.00 \$235.00 \$145.00 \$135.00 \$220.00 \$235.00 \$140.00

Task	SubTask	Description	Labor Dollars	Labor Hours	Multiplier							
05		SMAP Phase 3	\$33,510.00	181	3.07	4	44	18	4	20	24	67
	01	Project Management/QA QC	\$13,135.00	60	2.84	4	13		4	15	24	
	02	Phase 2	\$11,555.00	65	3.17		21	12		5		27
	03	Flow Control Standard	\$8,820.00	56	3.31		10	6				40

Labor Totals:		\$33,510.00	181			4	44	18	4	20	24	67
Totals:		\$33,510.00				\$600.00	\$10,340.00	\$2,610.00	\$540.00	\$4,400.00	\$5,640.00	\$9,380.00

Project Total \$33,510.00



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Storefront Lobby Replacement	AB23-17			
			1.18.2023	
	Department:	Executive		
	Date Submitted:	1.10.2023		
Cost of Item:	<u>\$90,000</u>			
Amount Budgeted:	<u>\$0</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	TBD			
Timeline:	ASAP			
Submitted By:	Scott Larson			
Fiscal Note: The costs will be paid for with insurance reimbursements				
Attachments: Proposals				
SUMMARY STATEMENT:				
<p>On December 1, 2022 a vehicle crashed into the storefront on the lobby of City Hall. The driver that caused the crash was insured and our claim for reimbursement has been approved by both the driver's insurance as well as our insurance. Staff have received bids to complete the work from the same vendors that completed the work when the building was constructed. The estimated cost of the repairs is \$90,000, which included a \$15,000 contingency for installation and other unexpected damages during deconstruction of the rest of the storefront.</p> <p>Staff are recommending that council approve the mayor to enter into contracts with qualified vendors to complete the necessary repairs. Many of the items are approximately 10 weeks out for delivery and installation.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to consent agenda at regular business meeting on January 25, 2023.				
FUTURE MOTION: <u>Motion:</u>				
To allow the Mayor the sign contracts to complete repairs to the storefront in the lobby of city hall, not to exceed \$90,000.				



DOOR AND HARDWARE SOLUTIONS

1410 37th St NW | Auburn, WA 98001

P: 253-288-8455 | www.kinshipgroup.com

SALES ORDER

Proposal #: 2220129

Proposal Date: 12/12/2022

Sales Rep: Shelly Mohr

Rep Email: shelly.mohr@kinshipgroup.com

Job Name: City of Orting

Customer PO#:

Sold To:
OTC CUSTOMER

Ship To:
City of Orting
102 Bridge St. S

Ship Via:

Orting, WA 98360
Ph: 360-706-7206
Attn: John Bielka

Terms: COD

<u>Ln#</u>	<u>Qty</u>	<u>Mfr Part# / Description</u>	
1	1	3'0x7'0 1-3/4" RHR S&R VGF Clear / 100 finish ~ Wood Door~	<u>100B</u>
2	2	3'0x8'0 1-3/4" RHRA/LHR S&R VGF Clear / 100 finish ~ Pair of wood doors~	<u>100A, 100A</u>
3	1	Excludes install, glass, and glazing	
4	1	72-M1-82281 24V 1-5/8" lip length IPS 03 LNP ~ Access Control Mortise Lock~	<u>100B</u>
5	6	T4A3386 4-1/2" x 4-1/2" NRP x 10B ~ Hinge - (4 -1/2 Hvy Wt(.180))~	
6	2	T4A3386-QC12 4-1/2" x 4-1/2" x 10B ~ Hinge - (4 -1/2 Hvy Wt(.180))~	
7	1	56-8710F 36"w x 96"h x No Trim x 624 x 646 x US10B ~ Exit Device - SVR~	<u>100A</u>
8	2	1C-7-2-613 x 613 ~ Core~	<u>100A, 100B</u>

All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Pricing is good for 30 days from the date of this proposal and may be withdrawn if not accepted within that time frame. Lead times vary and will be confirmed at time of order acceptance.

<u>Ln#</u>	<u>Qty</u>	<u>Mfr Part# / Description</u>
9	2	RM5534 x Type 1 x US10B ~ Door Pull~
10	1	252X3DFG x FHSL14 x 72"w x D ~ Threshold~
<u>100A</u>		
11	1	9563.REGARM2.710.72 x 710 ~ Automatic Opener~
<u>100A</u>		
12	2	29326DNB x 36" x D ~ Door Sweep~
13	1	72-56-M1-8710F 36"w x 96"h x IPS-03 306 36" x 624 x 646 x US10B ~ Exit Device - SVR~
14	1	Excludes installation
15	1	Shipping

Subtotal: \$38,341.26

Tax 10.1% \$3,872.47

Grand Total: \$42,213.73

All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Pricing is good for 30 days from the date of this proposal and may be withdrawn if not accepted within that time frame. Lead times vary and will be confirmed at time of order acceptance.



AMERICAN EAGLE GLASS

3210 C STREET NE, SUITE H
AUBURN WA 98002
(253)802-9800
Tax# 84-2511111

Order: 3528

Date: 12/05/2022

Scheduled: 12/12/2022 12:37

Sold To:

GRETCHEN CITY OF ORTING
104 BRIDGE ST S
ORTING WA 98360

H (360)893-9005 Cell:(360)893-9003

Csr: CSR Tech: EST PO Terms: C.O.D

Rep:CHEA Sched Pref:12/06/2022

<u>Qty</u>	<u>Part / Description</u>	<u>Material</u>	<u>Labor</u>	<u>Item Total</u>
1	66-3/4" X 58-5/8" SPLA9/16CLEAR - LAMINATED HARTUNG9/16" LAMINATED ANNEALED	1,295.80	0.00	1,295.80
1	38-3/4" X 58-5/8" SPLA9/16CLEAR - LAMINATED HARTUNG9/16" LAMINATED ANNEALED	795.00	0.00	795.00
1.00	LABOR - LABOR	0.00	2,559.84	2,559.84
1.00	F & E SURCHARGE - SURCHARGE	44.99	0.00	44.99

Job Site: GRETCHEN CITY OF ORTING
104 BRIDGE ST S
ORTING WA 98360

Signature _____

<u>Material</u>	<u>Labor</u>	<u>Tax</u>	<u>Total</u>	<u>Payments</u>	<u>Balance</u>
2,135.79	2,559.84	441.39	5,137.02	0.00	5,137.02



121 W. STEWART
PUYALLUP, WA 98371

Phone (253) 845-2111 * Fax (253)840-3813

Website: larsonglass.com

QUOTE

December 13, 2022

Quote valid until: January 13, 2023

City of Orting
104 Bridge Street S
Orting, WA 98360
jbielka@cityoforting.org

Demo, furnish and install storefront. Paint to match existing custom Kynar finish. Wood doors and all hardware to be provided by others.

	\$25,390.00
Sales Tax: 9.4%	<u>\$2,386.66</u>
Furnish and install:	\$27,776.66

**BID DOES NOT INCLUDE CLEANING OF GLASS OR METALS
PLEASE EXAMINE CAREFULLY, AS WE AGREE ONLY TO FURNISH ITEMS HEREIN ENUMBERED**

These prices are for IMMEDIATE Acceptance only

Notice: Order are accepted by this Company subject in every instance to delays resulting from fires, strikes, or other causes beyond its control, in the exercise of ordinary prudence. No order for special goods will be cancelled after work has been commenced thereunder. In quoting prices delivered, freight only is guaranteed, and all other responsibility is disclaimed beyond the delivery of the goods to the transportation company in good order. Any Federal, State, Country or Municipal Tax imposed by virtue of a sale hereunder shall be added to the invoice and paid by the purchaser without discount

Larson's Glass Company

Accepted By _____

By: *Matthew Swarhout*



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Springbrook Express Accounting Software.	AB23-04	CGA		
		1.4.2023	1.18.2022	
	Department:	Finance		
	Date Submitted:	12.27.2022		
Cost of Item:	\$52,195- full year subscription cost \$20,585 2023 Subscription amount will be prorated based upon implementation date (Mar/Apr) Estimated to be 75% of total \$20,585 or \$15,439. Implementation one-time cost \$31,710			
Amount Budgeted:	<u>\$52,195</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:	Multiple account codes			
Timeline:				
Submitted By:	Gretchen Russo			
Fiscal Note:				
Attachments:	Springbrook Express Quote			
SUMMARY STATEMENT:				
<p>The current accounting, billing and permitting software needs to be replaced. This system was created over a decade ago and is based upon coding which slows down processing. This current system does not have any true monthly, quarterly or budgeting reports that facilitate the communication of the City’s financial status.</p> <p>A formal “Request for Proposal” (RFP) process was not done. Per our Purchasing policy, service contracts estimated to be less than \$50,000 no competitive process is required but staff should be able to show that the price is reasonable and the provider is qualified. The first-year’s cost will be less than \$50,000 (due to a pro-rated cost).</p> <p>In March of 2021, I reached out to multiple local cities to inquire about their financial software systems. Only two systems were mentioned – Springbrook and Tyler Technologies. After reviewing three financial system vendors for service, cost and functionality, we are recommending the award of the contract to Springbrook Express.</p> <p><u>Springbrook</u> The Cities of Fircrest, Dupont and Milton all recommended Springbrook Express. Orting’s annual subscription cost for Spring brook is \$20,485.</p>				

Tyler Technologies

Tyler Technologies Munis platform was recommended by Sumner; however, their annual subscription cost is \$63,000. The City of Yelm also uses Tyler Technologies Eden program but they are planning on reviewing a new financial software system in the future.

gWorks

gWorks also offers a financial system; however, after talking to them it was evident that their current clients reside out of state which triggers sales tax and state financial reporting concerns. A quote was not requested because of these functionality concerns.

Springbrook rated highest in all three categories – service, cost and functionality.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on January 25th, 2023 as a consent agenda item.

FUTURE MOTION: Motion:

To authorize the Mayor to sign a contract with Springbrook Express for their software program in an amount to not exceed \$52,195.

Order Form: Q-04845-1
 Date: 8/22/2022, 9:02 AM
 Expires On: 12/30/2022



Phone: (866) 777-0069
 Email: info@sprbrk.com

Ship To:
 Gretchen Russo
 Orting, WA - City of
 110 Train St SE
 Orting, Washington 98360
 grusso@cityoforting.org

Bill To:
 Gretchen Russo
 Orting, WA - City of
 110 Train St SE
 PO Box 489
 Orting, Washington 98360
 grusso@cityoforting.org

Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(503) 765-8801	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Essential Subscription	USD 6,450.00	1	34.884	USD 4,200.00
Permitting Essentials Subscription	USD 5,250.00	1	49.524	USD 2,650.00
Cash Receipting Essentials Subscription	USD 4,705.00	1	38.363	USD 2,900.00
Financial Essentials Subscription	USD 5,250.00	1	20.000	USD 4,200.00
Payroll Essentials Subscription	USD 5,725.00	1	27.511	USD 4,150.00
Enterprise User Subscription	USD 265.00	9	0.000	USD 2,385.00
Annual Product Pricing Total:				USD 20,485.00

Fixed Fee Professional Services					
PRODUCT	RATE	DESCRIPTION	QTY	DISC (%)	NET PRICE
Fixed Fee Professional Services	USD 8,500.00	Utility Billing Setup and Training	1	10.000	USD 7,650.00
Fixed Fee Professional Services	USD 8,000.00	Permitting Setup and Training	1	5.500	USD 7,560.00
Fixed Fee Professional Services	USD 1,500.00	Cash Receipting Setup and Training	1	40.000	USD 900.00
Fixed Fee Professional Services	USD 8,000.00	Financial Setup and Training	1	10.000	USD 7,200.00
Fixed Fee Professional Services	USD 10,500.00	Payroll Setup and Training	1	20.000	USD 8,400.00
Fixed Fee Professional Services Total:					USD 31,710.00

Grand Total: USD 52,195.00

* excludes applicable sales tax

Order Details

Customer Name: Orting, WA - City of

Customer Contact: Gretchen Russo

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
<https://sprbrk.app.box.com/v/express-master-agreement>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date")
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

*The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users and the Customer go-live in a production environment.

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered

Invoice Timing

Estimated Professional Services, On-site Professional Services, and Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Managed Services:

Annual Report Services, begin upon the Effective Date and continue through June 30th of the signed year. Specialized training services begin upon the Effective Date and continue for four (4) months. Annual Support Plus Services, begin upon the Effective Date and continue for one year.

Hardware:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.

Special Order Terms

Special Order Terms (if any):

Order to commence upon product delivery with an anticipated date of March 2023, contingent upon council approval in January 2023. The customer shall notify Springbrook once approval has been received. In the event customer determines that product delivery is needed prior to March of 2023, the customer may send a written request to Springbrook.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Orting, WA - City of

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): Gretchen Russo

Title: _____

Title: Finance Director

Date: _____

Date: _____

Purchase Order # (if required) _____



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: ADA Transition Plan.	AB23-09			
			1.18.2023	1.25.2023
	Department: Administration			
	Date Submitted: 1.9.2023			
	Cost of Item: <u>\$49,567</u>			
Amount Budgeted: <u>\$49,567</u>				
Unexpended Balance: <u>\$ 0</u>				
Bars #: Various				
Timeline: 8 months				
Submitted By: John Bielka				
Fiscal Note:				
Attachments: ADA Transition Plan by SCJ				
<p>SUMMARY STATEMENT: The Americans with Disabilities Act (ADA) enacted on July 26, 1990, and as amended, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, telecommunications, transportation, and access to public accommodations. The ADA is a companion civil rights legislation with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. This legislation mandates that qualified disabled individuals shall not be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity.</p> <p>The ADA is divided into five parts covering the following areas: Title I: EMPLOYMENT, Title II: PUBLIC SERVICES Title III: PUBLIC ACCOMMODATIONS, Title IV: TELECOMMUNICATIONS , & Title V: MISCELLANEOUS PROVISIONS. Title II dictates that a public entity must evaluate its services, programs, policies, and practices to determine whether they are in compliance with the nondiscrimination regulations of the ADA. To comply with this requirement, the CITY needs to conduct an inventory of its facilities within the right of way.</p> <p>Once completed, the information collected will be analyzed and a Program Access Plan will be created. The Program Access Plan will identify facilities that are not in compliance with ADA accessibility guidelines, identify how those facilities can be made compliant, and will propose a schedule to address those facilities that are not compliant.</p>				
RECOMMENDED ACTION:				
Move to consent agenda on January 25, 2023 for approval.				
FUTURE MOTION: <u>Motion:</u>				
To approve the scope and budget for professional services as described for completion of an ADA Transition Plan with SCJ Alliance for \$49,567.				



SCOPE OF WORK ADA Transition Plan Orting, Washington

Prepared For: John Bielka/City of Orting

Prepared By: Lisa Reid/SCJ Alliance

Date Prepared: December 10, 2022

Introduction and Project Understanding

This scope of work covers the preparation of an ADA Transition Plan.

ADA Transition Plan

The Americans with Disabilities Act (ADA) enacted on July 26, 1990, and as amended, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, telecommunications, transportation, and access to public accommodations. The ADA is a companion civil rights legislation with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. This legislation mandates that qualified disabled individuals shall not be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity.

The ADA is divided into five parts covering the following areas:

- Title I: EMPLOYMENT
- Title II: PUBLIC SERVICES
- Title III: PUBLIC ACCOMMODATIONS
- Title IV: TELECOMMUNICATIONS
- Title V: MISCELLANEOUS PROVISIONS

This scope of work focuses on Title II, Public Services. This title prohibits state and local governments from discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services, or activities to persons with disabilities. Title II dictates that a public entity must evaluate its services, programs, policies, and practices to determine whether they are in compliance with the nondiscrimination regulations of the ADA.

To comply with this requirement, the CITY will begin the process of conducting an inventory of its facilities within the right of way. Once completed, the information collected will be analyzed and a Program Access Plan will be created. The Program Access Plan will identify facilities that are not in compliant with ADA accessibility guidelines, identify how those facilities can be made compliant, and will propose a schedule to address those facilities that are not compliant.

This scope and the attached fee assume that an NTP for this work will be received by March 2023. If later than that date, the fee will need to be updated to reflect new labor rates.

Project Location

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

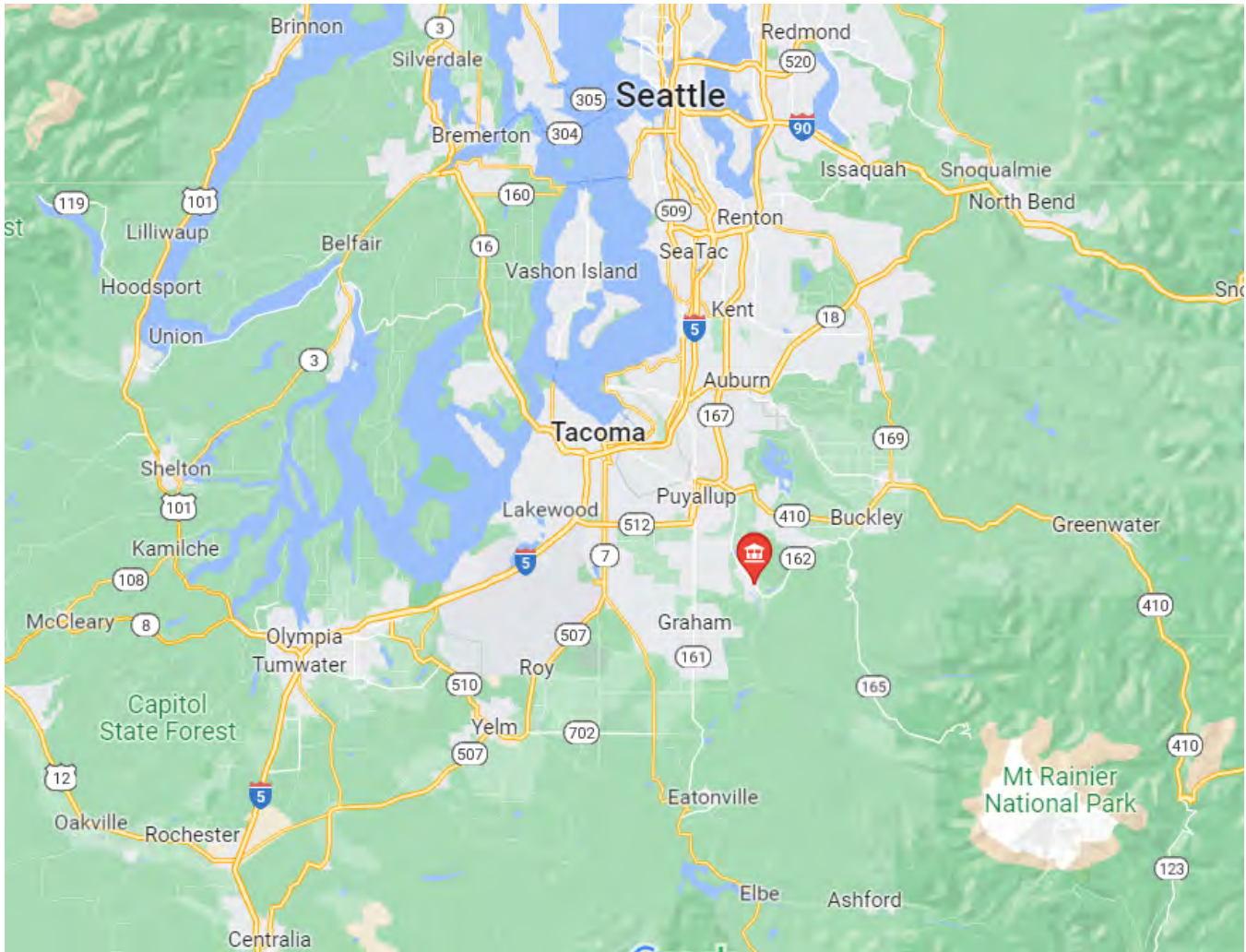


Figure 1. Vicinity Map for Orting, Washington

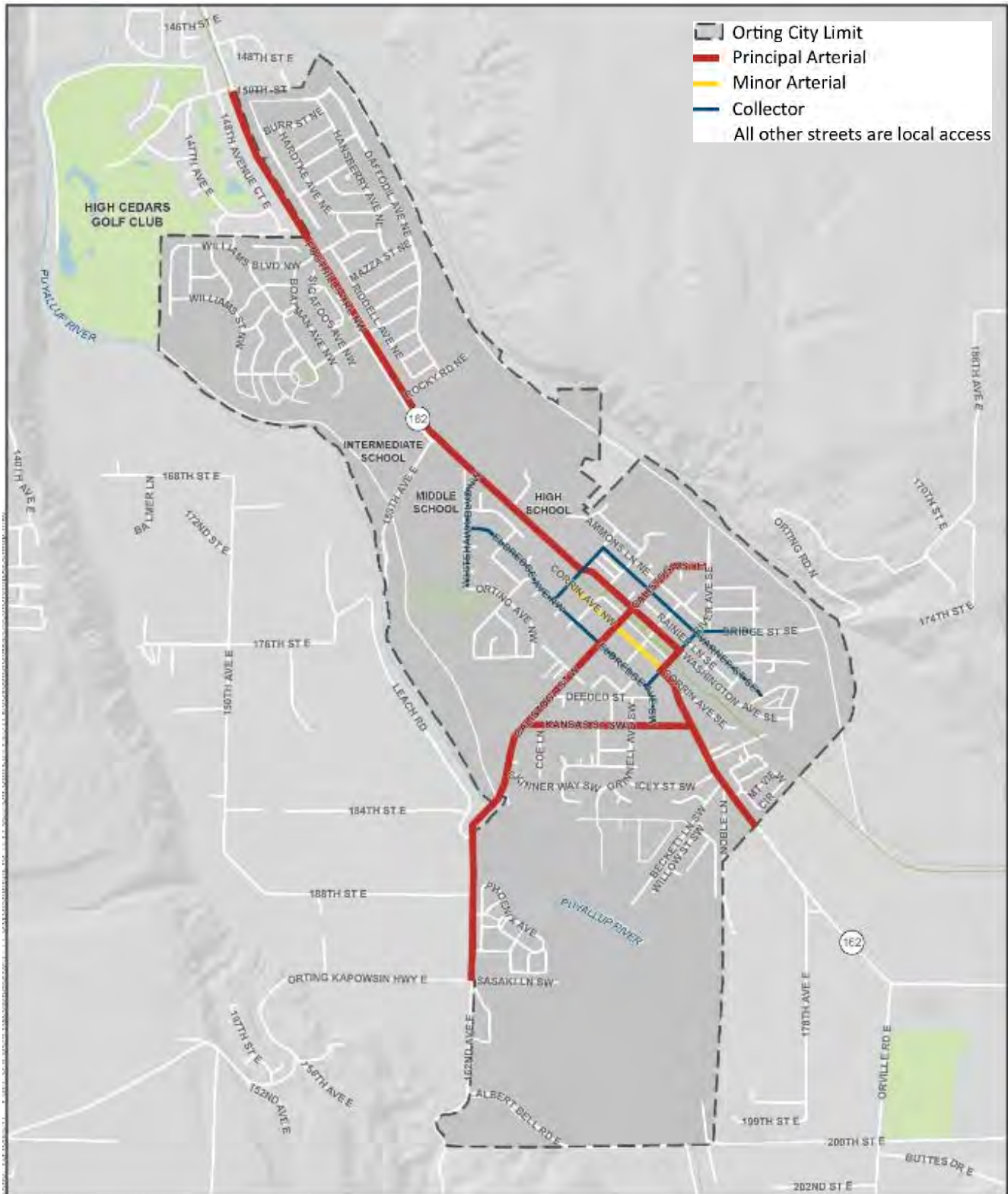


Figure 2. City Limits and Street Functional Classification

In addition to the street network, the City is home to a robust park network, a cemetery, and handful of City properties with buildings and maintenance facilities that are included in the ADA assessment and transition plan. The City of Orting parks include:

1. Triangle Park
2. Three Corners Park
3. Rainier Meadows
4. Calistoga Place
5. Skateboard Park
6. Whitehawk Park
7. Williams Park
8. Foothills Trail from north city limits to south city limits

Assumptions

- ◆ The ADA assessment will include a self-assessment of all streets in the city limits, all city-owned buildings and properties, and all city-owned parks facilities as noted above. It is assumed that no more than 10 buildings will be included.

Phase 1 Project Management

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

1) Management

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

2) Administration

- ◆ **Progress Reports:** Prepare and submit a bi-weekly progress report. Progress reports will show: (1) prior work performed, (2) current work planned, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others.
- ◆ **Progress Billings:** Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).

- 3) Kick-Off Meeting
 - ◆ **Kick-off Meeting:** Prepare for and attend a project kick off meeting with the City to discuss the project, approach, and schedule.
- 4) Quality Control
 - ◆ **Quality Control:** Provide senior level review of task deliverables before submittal to the CITY.

Understanding

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

Deliverables

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

Phase 2 Evaluation of Facilities and Programs

The Evaluation of Facilities will identify programmatic and physical barriers that prohibit or limit accessibility to persons with disabilities. The ADA Transition Plan will identify and prioritize barriers to access; provide procedures, time schedules, and costs for remediation; and document the methodology of the process to help the City achieve accessibility.

The CONSULTANT will conduct a survey, review, and analysis of facilities, programs, services, and activities including the following Tasks.

- 1) Meet with designated City staff, hereinafter referred to as “ADA Committee,” to discuss project expectations, survey methodology, and a schedule for project deliverables. This will be an opportunity for the CONSULTANT to review and clarify questions related to the project's scope and familiarize themselves with important issues and availability of resources. It is the intention of CITY for the CONSULTANT to serve in a project management capacity throughout the project with general direction from the ADA Committee. This meeting will be held virtually.
- 2) Meet with a group of citizen stakeholders comprised of disability advocates, citizens with disabilities, and members of the general public, hereinafter referred to as the "ADA Advisory Team," to describe the process, timeline, and expectations associated with both phases of work, as well as receive any general input they may provide. This meeting will be held virtually.
- 3) Develop a database-driven APP to collect existing ADA field survey data and add it to the GIS database. This APP will be cloud-based and compatible with iOS or android tablets or phones. The CONSULTANT shall provide the CITY with an updated database-driven APP at project

- completion that allows for reviewing and updating progress in barrier removal. The database shall be searchable to generate progress reports and an annual compliance review checklist.
- 4) GIS data that records the information collected in the field survey shall be developed for each site (facility, park, right-of-way, etc.). At a minimum, the following information will be collected for inclusion in Task 2.8:
 - ◆ All data prepared in a digital format in GIS
 - ◆ Integrated photos of identified barriers, these will be linked by location in GIS
 - ◆ Recorded GIS locations of identified barriers
 - ◆ Survey data compiled using GIS
 - ◆ A checklist of the elements of the site that were evaluated
 - ◆ A detailed written description of identified barriers
 - ◆ A reference to the regulation being applied
 - ◆ Priority assigned to each identified barrier
 - ◆ A suggested remediation and the reference document for this remediation
 - ◆ Projected cost of each suggested remediation
 - ◆ Best practice suggestions should be noted as such
 - 5) Conduct field surveys of City parks and facilities that may be accessed by the public and are therefore required for review and inclusion by ADA. The surveys will focus on the evaluation of architectural barriers, including path of travel, both in the public right-of-way and within and around the facility. Data will be added to the GIS system developed for the pavement evaluation work under a different scope of work.
 - 6) Conduct field surveys of Public Rights-of-Way (PROW) surrounding parks and facilities. A site report will be prepared as outlined in Task 2.7. The survey shall include the following:
 - ◆ Sidewalks
 - ◆ Curb Ramps
 - ◆ Pedestrian Ramps
 - ◆ Traffic Signals Near Parks and FacilitiesData will be added to the GIS system developed for the pavement evaluation work under a different scope of work.
 - 7) Evaluate the City's programs, services, and activities. This includes employment procedures, emergency management plans, website design, communication formats, and City policies that affect the delivery and accessibility of goods and services to the public. The CITY will provide all plans and policies to be reviewed to the CONSULTANT.
 - 8) Compile field survey data collected and the evaluation of the City's programs, services, and activities into a Draft ADA Survey Report. Summary maps will be provided from the GIS data.
 - 9) Prepare a PowerPoint presentation that summarizes the findings of the Draft ADA Survey Report.
 - 10) Present the Draft ADA Survey Report to the ADA Committee. Solicit and record all comments and questions on the Draft ADA Survey Report. This meeting will be held virtually.

- 11) Produce a Final ADA Survey Report based on committee input, which will be a detailed report that summarizes the various deficiencies found.
- 12) Update the PowerPoint presentation that summarizes the findings of the Final ADA Survey Report and discusses changes made to the draft. This meeting will be held virtually.
- 13) Present the Final Draft ADA Survey Report to a joint meeting of the ADA Committee and the ADA Advisory Team. Solicit and record all feedback. This meeting will be held virtually.

Assumptions

- ◆ Due to limited City staff availability, it is the intent of CITY that these field surveys be conducted largely by the CONSULTANT. Surveys requiring City staff assistance will be coordinated through the ADA Committee and scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members.
- ◆ The City will designate City staff that will serve on the ADA Committee and will coordinate the formation of this committee and scheduling of meetings with them and the CONSULTANT.
- ◆ The City will solicit and designate a group of citizen stakeholders comprised of disability advocates, citizens with disabilities, and members of the general public to serve on the ADA Advisory Team and will coordinate the formation of this team and scheduling of meetings with them and the CONSULTANT.

Deliverables

- ◆ Meeting agendas and summaries in Word and PDF
- ◆ Final copies of all Field Surveys tabulated in PDF
- ◆ Draft ADA Survey Report in PDF
- ◆ PowerPoint Presentation on the Draft ADA Facility Report in PPT
- ◆ Final ADA Survey Report in PDF
- ◆ PowerPoint Presentation on the Final ADA Facility Report in PPT
- ◆ ArcGIS database and shapefiles in AutoCAD

Phase 3 ADA Transition Plan

The CONSULTANT will prepare, present, and revise an ADA Transition Plan that includes all requisite information necessary to comply with Title II of the ADA, federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), the Washington Building Code, and local accessibility regulations; including, but not limited to, the following:

- ◆ Methodology for the Self-Evaluation of existing barriers to accessibility
- ◆ Summary of the findings of the Self-Evaluation of facilities, policies, programs, and activities
- ◆ Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
- ◆ Cost estimates of remediation measures
- ◆ Implementation schedule that includes milestones or measures of achievement for monitoring implementation
- ◆ A procedure for periodically reviewing and updating the Transition Plan

This work includes the following Tasks:

- 1) Develop an Outline of the ADA Transition Plan based on research and data collection, the facility survey report, recommended priority levels typically associated with each type of deficiency, and available funding as determined by working with the ADA Committee. Include any recommended changes to funding levels necessary to achieve the recommended goals.
- 2) Prepare a PowerPoint presentation that summarizes the Outline of the ADA Transition Plan.
- 3) Meet with the ADA Committee to review the Outline of the ADA Transition Plan, identify project priorities, and solicit feedback for refining the various components. This meeting will be held virtually.
- 4) Update the PowerPoint presentation of the Outline of the ADA Transition Plan to include ADA Committee input.
- 5) Meet with the City's Project Management Team to review the Outline of the ADA Transition Plan and the input from the ADA Committee, confirm project priorities, and solicit feedback for refining the various components. Document all suggestions. This meeting will be held virtually.
- 6) Incorporate any comments or changes necessary based on the meetings in Tasks 3.3 and 3.5 into the First Draft ADA Transition Plan.
- 7) Update the PowerPoint presentation to summarize the First Draft ADA Transition Plan.
- 8) Meet with members of the community at an advertised Open House, to be held in the evening on a weekday, to review the First Draft ADA Transition Plan, identify project priorities, and solicit feedback for refining the various components. Document all comments and suggestions. In addition to standard advertising requirements, the CONSULTANT shall engage in a concerted public outreach effort prior to this meeting using a variety of mediums. This effort should include, at a minimum, weekly advertisements in the newspaper of record in the four weeks leading up to the meeting, and a notice posted on the City's website for the same duration. Up to four (4) graphics boards will be prepared and printed for this meeting.
- 9) Meet with the ADA Committee to review the feedback from all teams and members of the public and develop recommendations for potential changes. Document all suggestions.
- 10) Prepare and produce a Second Draft ADA Transition Plan that incorporates public comments as discussed by the ADA Committee. The Plan shall be clear, concise, and user-friendly and shall include a detailed description of identified barriers, with photos, as well as the schedule or plan identified for removing those barriers and a summary of the public input received.
- 11) The CONSULTANT shall seek agreement from the ADA Committee and Project Management Team prior to presentation of the Second Draft ADA Transition Plan to the Council. This shall occur by circulating the Second Draft of the Circulation Plan for comment via email.
- 12) Prepare and produce a Final ADA Transition Plan that incorporates Council comments as appropriate.
- 13) Update the PowerPoint presentation to summarize the Final Draft ADA Transition Plan.

- 14) Present the Final ADA Transition Plan at a regularly scheduled City Council meeting for discussion and adoption.

Assumptions

- ◆ The City will designate City staff that will serve on the City’s Project Management Team and will coordinate the formation of this team and scheduling of meetings with them and the CONSULTANT.
- ◆ The CITY will provide a facility for the Open House.
- ◆ Fees for room rental, equipment, or refreshments for meetings or the open house are not included.

Deliverables

- ◆ Meeting agendas and summaries in Word and PDF
- ◆ Outline of the ADA Transition Plan in Word and PDF
- ◆ PowerPoint Presentation on the Outline of the ADA Transition Plan in PPT
- ◆ PowerPoint Presentation on the Outline of the ADA Transition Plan including ADA Committee input in PPT
- ◆ First Draft ADA Transition Plan in PDF
- ◆ PowerPoint presentation to summarize the First Draft ADA Transition Plan
- ◆ Open House Display Materials
- ◆ Second Draft ADA Transition Plan in PDF
- ◆ Final Transition Plan in PDF

Phase 99 Expenses

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

End Scope of Work

Orting Scope - ADA Transition Plan 2022-1210.docx

Consultant Fee Determination Summary



SCJ Alliance

Client: City of Orting
 Project: ADA Transition Plan
 Job #: 21-000838
 File Name: Orting Fee - ADA Transition Plan 2022-1210.xlsm

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

Consultant Fee Determination

DIRECT SALARY COST

<u>Classification</u>	<u>Hours</u>	<u>Fully Burdened Rate</u>	<u>Amount</u>
Principal	34.0	\$313.00	\$10,642.00
E4 Engineer	69.0	\$145.00	\$10,005.00
E1 Engineer	163.0	\$118.00	\$19,234.00
E1 Engineer	82.0	\$122.00	\$10,004.00
Graphic Designer	8.0	\$125.00	\$1,000.00
T2 Technician	16.0	\$95.00	\$1,520.00
Project Accountant	8.0	\$123.00	\$984.00

TOTAL SALARY COST

Total Salary Cost \$53,389.00

REIMBURSABLE EXPENSES

Copies, Printing, etc.	\$250.00
Mileage & Parking	\$400.00
Expenses Subtotal:	\$650.00

Total Estimated Budget: \$54,039.00

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Orting

Template Version: 4/4/2022

Project: ADA Transition Plan

Contract Type: Billing Rate Schedule

Job #: 21-000838

File Name: Orting Fee - ADA Transition Plan 2022-1210.xlsm

		Lisa Reid	Jordan Graham	Andrew Armstrong	Danyal Ali	Hillary Kirby	Cori Bengé	Kim Brown		
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	E1 Engineer	E1 Engineer	Graphic Designer	T2 Technician	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 01 PROJECT MANAGEMENT										
Task	Description									
1	Management	2.0	2.0					4.0	8.0	\$ 1,408.00
2	Administration	2.0						4.0	6.0	\$ 1,118.00
3	Kick-off Meeting	1.0	2.0	1.0	1.0				5.0	\$ 843.00
Subtotal Hours:		5.0	4.0	1.0	1.0			8.0	19.0	\$ 3,369.00
Total Phase Hours:		5.0	4.0	1.0	1.0			8.0	19.0	19.0
Total Phase Direct Labor:		\$1,565.00	\$580.00	\$118.00	\$122.00			\$984.00	\$3,369.00	\$ 3,369.00
PHASE 02 EVALUATION OF FACILITIES AND PROGRAMS										
Task	Description									
1	ADA Committee - Project Approach and Timeline	1.0	2.0	1.0					4.0	\$ 721.00
2	ADA Advisory Team - Project Approach and Timeline	1.0	2.0	1.0	1.0				5.0	\$ 843.00
3	Develop APP			4.0					4.0	\$ 472.00
4	Expand GIS to collect Field Survey Data			4.0			4.0		8.0	\$ 852.00
5	Conduct Field Surveys - Parks and Facilities			30.0	30.0				60.0	\$ 7,200.00
6	Conduct Field Surveys - PROW			50.0	50.0				100.0	\$ 12,000.00
7	Evaluate City's Programs, Services, and Activities	2.0	8.0						10.0	\$ 1,786.00
8	Draft ADA Survey Report		4.0	12.0			4.0		20.0	\$ 2,376.00
9	PowerPoint - Draft ADA Survey Report	1.0	3.0						4.0	\$ 748.00
10	ADA Committee - Draft ADA Survey Report	1.0	1.0	1.0					3.0	\$ 576.00
11	Final ADA Survey Report		4.0	12.0					16.0	\$ 1,996.00
12	PowerPoint - Final ADA Survey Report	1.0	2.0						3.0	\$ 603.00
13	ADA Committee and ADA Advisory Team - Final ADA Survey Report	1.0	1.0	1.0					3.0	\$ 576.00
Subtotal Hours:		8.0	27.0	116.0	81.0		8.0		240.0	\$ 30,749.00
Total Phase Hours:		8.0	27.0	116.0	81.0		8.0		240.0	\$ 240.0
Total Phase Direct Labor:		\$2,504.00	\$3,915.00	\$13,688.00	\$9,882.00		\$760.00		\$30,749.00	\$ 30,749.00
PHASE 02 ADA TRANSITION PLAN										
Task 01	Self-Assessment									
1	Outline ADA Transition Plan	1.0	1.0	4.0					6.0	\$ 930.00
2	PowerPoint - Outline ADA Transition Plan	1.0	2.0						3.0	\$ 603.00
3	ADA Committee - Outline ADA Transition Plan	1.0	1.0	1.0					3.0	\$ 576.00
4	PowerPoint - Update Outline ADA Transition Plan	1.0	1.0						2.0	\$ 458.00
5	City's Project Management Team - Outline ADA Transition Plan and ADA Committee Input	1.0	1.0	1.0					3.0	\$ 576.00
6	First Draft ADA Transition Plan		4.0	16.0			4.0		24.0	\$ 2,848.00
7	PowerPoint - First Draft ADA Transition Plan	1.0	2.0						3.0	\$ 603.00
8	Open House	6.0	10.0	6.0		8.0			30.0	\$ 5,036.00
9	ADA Committee - Open House Feedback	2.0	2.0	2.0					6.0	\$ 1,152.00
10	Second Draft ADA Transition Plan		4.0	8.0			2.0		14.0	\$ 1,714.00
11	Circulate Second Draft ADA Transition Plan	2.0	2.0	2.0					6.0	\$ 1,152.00
12	Final ADA Transition Plan		2.0	6.0			2.0		10.0	\$ 1,188.00
13	PowerPoint - Final ADA Transition Plan	1.0	2.0						3.0	\$ 603.00
14	City Council - Final ADA Transition Plan	4.0	4.0						8.0	\$ 1,832.00
Subtotal Hours:		21.0	38.0	46.0		8.0	8.0		121.0	\$ 19,271.00
Total Phase Hours:		21.0	38.0	46.0		8.0	8.0		121.0	\$ 121.0
Total Phase Direct Labor:		\$6,573.00	\$5,510.00	\$5,428.00		\$1,000.00	\$760.00		\$19,271.00	\$ 19,271.00
TOTALS										
Total Hours All Phases		34.0	69.0	163.0	82.0	8.0	16.0	8.0	380.0	380.0
Total Direct Labor Estimate All Phases		\$10,642.00	\$10,005.00	\$19,234.00	\$10,004.00	\$1,000.00	\$1,520.00	\$984.00	\$53,389.00	\$ 53,389.00



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Retail Store Cannabis Allotment.	AB23-06	CGA		
		1.4.2023	1.18.2023	
	Department:	Admin		
	Date Submitted:	12.29.2022		
Cost of Item:	\$			
Amount Budgeted:	\$			
Unexpended Balance:	\$			
Bars #:				
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk.			
Fiscal Note:				
Attachments:	Letter from Washington State Liquor and Cannabis Board.			
SUMMARY STATEMENT:				
<p>The Liquor and Cannabis Board (LCB) is reaching out to cities and counties that have open retail cannabis store allotments through the Social Equity in Cannabis Program. The City of Orting received the attached letter and information because there is a cannabis retail license(s) available within our jurisdiction. Currently, there are 44 open retail allotments designated by county in Washington State for the Social Equity Program</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Discussion Item.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				



Washington State Liquor and Cannabis Board

December 29, 2022

KAGFALVI@CITYOFORTING.ORG

Re: Washington State Liquor and Cannabis Board Cannabis Social Equity Program

To Whom It May Concern:

The Liquor and Cannabis Board (LCB) is reaching out to cities and counties that have open retail cannabis store allotments through the Social Equity in Cannabis Program. You are receiving this letter and information because there is a cannabis retail license(s) available within your jurisdiction.

The legislature created the Cannabis Social Equity Program which authorizes the LCB to issue available retail licenses to social equity applicants for retail cannabis stores that were subjected to forfeiture, revocation, cancellation, or were not previously issued. Currently, there are 44 open retail allotments designated by county in Washington State for the Social Equity Program. The current open retail allotments are shown on the map found [here](#).

The LCB adopted the [final rules](#) for the program on October 12, 2022, outlining applicant requirements, the application process, and other provisions. We are in the development phase of planning and anticipate issuing licenses in late spring or summer of 2023.

Response Needed

In an effort to work with jurisdictions across the State of Washington, the LCB wants to ensure we have the most accurate contact information. Please confirm the email address that is receiving this letter is the best contact for information on the program and application notifications. Additionally, let us know if there are any other email addresses you'd like to add to our contact list specifically for the Cannabis Social Equity Program.

If you have any questions, or would like more information, please feel free to reach out to Linda Thompson, Sarah Davis or Nicola Reid at LicensingSocialEquity@lcb.wa.gov.

Sincerely,

The Licensing Division
Liquor and Cannabis Board
LicensingSocialEquity@lcb.wa.gov



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Compost Procurement Ordinance	AB23-10	Public Works		
		1.4.2023	1.18.2023	
	Department:	Administration		
	Date Submitted:	12.29.2022		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	<u>N/A</u>			
Timeline:	January 2023			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Ordinance No. 2023-1102				
SUMMARY STATEMENT:				
<p>In March 2022, HB 1799 was signed into Washington law. The primary goal of the law is to increase the diversion of organic materials going to landfills in order to reduce methane emissions as landfills are a significant source of methane emissions. This reduction will occur through the production of compost from the diverted organic materials. As more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others to support the economic viability of these processes and programs. HB 1799 encourages most cities and counties in Washington to adopt a compost procurement ordinance by January 1, 2023.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on January 25 th , 2023 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To adopt Ordinance No. 2023-1102, an Ordinance of the City of Orting, Washington, relating to compost materials; adopting Orting Municipal Code section 3-11; providing for severability; and establishing an effective date.				

**CITY OF ORTING
WASHINGTON**

ORDINANCE NO. 2023-1102

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO COMPOST
MATERIALS; ADOPTING ORTING MUNICIPAL
CODE SECTION 3-11; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, in 2020, the Washington State Legislature adopted Engrossed Substitute House Bill 2713, codified at Revised Code Washington (RCW) 43.19A.130, to require that “when planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project” and “[i]f compost products can be utilized in the project, the state agency or local government must use compost products” with limited exceptions; and

WHEREAS, in March 2022, the Legislature passed Engrossed Second Substitute House Bill (HB) 1799, with the stated intent to reduce organic waste disposal by 75% by 2030 and expand the collection of organic waste; and

WHEREAS, HB 1799 requires cities in Washington with a population greater than 25,000 or where curbside organics collection services are provided, to adopt a compost procurement ordinance that provides the city’s strategy to meet the requirements of RCW 43.19A.130, including the use of compost products for City-funded projects including but not limited to landscaping projects, construction and post-construction soil amendments, erosion control, road projects, and green infrastructure to filter pollutants or keep water on-site; and

WHEREAS, in compliance with these laws, the City has developed a policy to meet these composting goals and proposes a new Chapter 1-15 to the Orting Municipal Code; and

WHEREAS, the City Council finds that adoption of new Chapter 1-15 of the Orting Municipal Code is in the best interests of the City to comply with these new state laws;

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

Section 1. OMC 3-111, Adopted. Orting Municipal Code Chapter 3-11 is hereby adopted to read as follows:

Chapter 3.11

COMPOST PROCUREMENT

- 3.11.010 Definitions.
- 3.11.020 General Policy.
- 3.11.030 Local Purchasing.
- 3.11.040 Education.
- 3.11.050 Reporting.

3.11.010 Definitions. The follow definitions apply for the purposes of this chapter:

“Compost” means a product created with “composted material” as defined in RCW 70A.205.015(3). “Compost” includes, but is not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a “Compost” if it contains a minimum of sixty percent composted material. Bark is not a “Compost”.

“Cost prohibitive” means a product purchasing cost that exceeds 10% of the cost of another product that would serve the same purpose.

“Local” or “locally” as to compost providers means that such provider is located within a 25-mile radius of the city limits of Orting.

3.11.020 General Policy.

A. Orting shall plan for compost use in the following categories:

1. Landscaping projects;
2. Construction and postconstruction soil amendments;
3. Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
4. Low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.

B. Compost products shall be purchased for use in City projects in which compost is an appropriate material or on City property, provided it is not cost prohibitive to acquire. Procurement costs will include the product cost and all associated transportation and delivery charges.

C. Orting is not required to use compost products if:

1. Compost products are not available within a reasonable period of time or distance;
2. Compost products that are available do not comply with existing purchasing standards;
3. Available compost products do not comply with federal or state health, quality, or safety standards; or
4. Compost purchase prices are not reasonable or competitive.

D. Pursuant to RCW 43.19A.130, Orting will strive to purchase an amount of finished compost products equal or greater than fifty percent of the amount of organic materials the City

delivered to the compost processor. This plan will be re-assessed each December 31st of even-numbered years, beginning in 2024 and thereafter as part of the reporting obligations in OMC 3.11.050.

3.11.030 Local Purchasing.

Orting will purchase finished compost products from companies producing compost locally, are certified by a nationally recognized organization, such as the U.S. Composting Council, and produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. If locally produced compost is not available, compost shall be sourced from outside the region, with preference given to products sourced as close as possible to Orting. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive shall be documented.

3.11.040 Education.

Orting shall conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations each year.

3.11.050 Reporting.

By December 31, 2024, and each December 31st of even-numbered years thereafter, Orting shall report the following information to the Department of Ecology:

- A. The total tons of organic material diverted each year;
- B. The volume and cost of compost purchased each year; and
- C. The source(s) of the finished compost product purchased.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 25th DAY OF JANUARY, 2023.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

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



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Meeting Date
Subject:	AB22-03	N/A	1.18.2023	
Council Committee selection for the year 2023	Department:	Executive/Deputy Mayor		
	Date Submitted:	1.6.2023		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	By the 1 st Meeting in February			
Submitted By:	City Clerk			

Fiscal Note: None

Attachments: Current Council Assignments – Committee Scopes

SUMMARY STATEMENT:

Council Rule 3.9 (E) Deputy Mayor -- Duties:

- (A) An appointment committee consisting of the Deputy Mayor, one (1) Councilmember, and the Mayor shall recommend assignments for the Council Committee Chair and Vice-Chair positions in accordance with the following procedure:
 - a) The appointment committee shall provide recommendations for Council Committee assignments to the full Council for its approval no later than the first regular meeting in February.
 - b) Each Council member shall be assigned to at least one (1) Council Committee, with the exception of the Deputy Mayor who shall chair the study session and shall not be assigned a role in a Council Committee.
 - c) Chairperson selection shall be based on seniority, balance of experience, knowledge and interest prior to assignment.
 - d) The appointment committee shall give weighted consideration for those working on long range project.

RECOMMENDED ACTION: Action:

Move to Regular City Council Meeting on January 25th, 2023 as a consent agenda item.

FUTURE MOTION: Motion:

To approve the Committee assignments, CGA – CM _____, Chair, CM _____, Vice-Chair. PW- CM _____, Chair, and CM _____, Vice-Chair. PS- CM _____, Chair, and _____, Vice –Chair.

2023 Recommended Council Committee Assignments

Public Works: _____ Chair, & _____, Vice Chair- **First week of the month.**

Goal: Ongoing issues, develop briefing for Council meeting #1 and details for Study Session

Attendance: 2-3 council, PW staff, admin.

- Utilities, Technology, Streets/Transportation, Emergency Bridge.
* Facilities related to Public Works.

Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Council Study Sessions.

Public Safety: _____, Chair & Vice Chair, _____) - **First week of the month.**

Goal: Ongoing issues, develop briefing for Council meeting #1 and details for Study Session

Attendance: 2-3 council, PS staff, admin

- Public Safety, Emergency Preparedness.
*Facilities related to Public Safety

Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Council Study Sessions.

Community and Governmental Affairs: _____Chair, & _____, Vice Chair - **First week of the month.**

Goal: Ongoing issues, develop briefing for Council meeting #1 and details for Study Session

Attendance: 2-3 council, Parks staff, admin

- Economic Development, Grants, Sponsorship, Lodging Tax, Cemetery, Parks Advisory Board.
*Facilities related to Administration.

Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Council Study Sessions.

Study Session: Deputy Mayor _____, Chair

Third Wednesday of each month at 6:00pm- Orting City Hall

Goal: Introduction & first pass at ordinances and resolutions. Deep dive into committee matters. Legal review and staff discussion.

Attendance: Full Council, as necessary (admin, legal, and others)

- General, Finance, Leg Priorities, Government relations.

Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Regular Meeting/Consent Agenda.

Regular Council Meeting #1 & 2- **1st and last Wednesday of each month at 7:00pm.**

Goal: Business of the council (appointments, public hearings, public input, presentations, proclamations, etc.), assignment of topics to committees. Passing/debating consent agenda from study session.

2023 Council Standing Committees

Scopes of Authorities

1. COMMUNITY AND GOVERNMENT AFFAIRS COMMITTEE:

The CGA Committee, considers matters related to **Council training, procedures and communication** and makes **recommendations designed to improve and expedite the business and procedure of Council, and its committees**, proposes to Council any **amendments to the rules** deemed necessary regarding the organization of the Council, **including parliamentary procedure**, it may consider **any matter of a general nature**.

The CGA also considers the following:

A. Social issues

B. Economic development

C. Grants- Reviews grant applications and makes recommendations to Council.

D. Sponsorship- Review's applications and makes recommendations to Council

E. Parks- In conjunction with City Staff, considers matters related to Parks, Parks Board and Orting Recreation programs.

F. Cemetery - In conjunction with City Staff, review the policies, procedures as well as financial health of the cemetery.

G. Lodging -Lodging tax is discussed on a quarterly basis with a community business owner.

*** Facility Issues directly related to Administrative staff**

2. PUBLIC SAFETY COMMITTEE:

Public Safety Committee, in conjunction with City Staff, may consider issues related to the **public health, safety and welfare of the citizens** of Orting including but not limited to, **law enforcement, fire safety, court, animal control, and emergency services**.

The Public Safety Committee also considers issues relating to the following:

A. Emergency Preparedness- In conjunction with City Staff, considers matters related to Emergency Management, and will continuously analyze all risks which expose the city to potential disruption and oversee the development of emergency preparedness and response and evacuation plans.

***Facility Issues related to Public Safety**

3. **PUBLIC WORKS COMMITTEE:**

The Public Works Committee, in conjunction with City Staff, considers matters related to **water, sewer, solid waste, recycling, utility franchises, and storm water management**. The Committee **tracks capital projects** and **makes recommendations to the Council for capital improvements**. They also address matters relating to the following:

- A. **Transportation matters**
- B. **Capital improvement programs**
- C. **Transit**
- D. **Streets, street lighting**
- E. **Signalization**
- F. **Pedestrian safety.**
- G. **Annual chip seal program making recommendations to Council for street and sidewalk improvements.**
- H. **Technology**
- I. **Emergency Evacuation Bridge**

***Facility Issues Related to Public Works**

4. **STUDY SESSION**

Finance -Considers matters related to the financial issues of the City including the budget, general fiscal and financial health, rates and fees, and the state financial audit. The Treasurer compiles periodic budget and financial reports and shares them with the Council.

Goal: Introduction & first pass at ordinances and resolutions. Deep dive into committee matters. Legal review and staff discussion. Attendance: Full Council, as necessary (admin, legal, and others)



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Council Rules of Procedure Amendment.	AB23-11			
			1.18.2023	
	Department:	Council		
	Date Submitted:	1.10.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	CMs Koenig, Gunther & Moore			
Fiscal Note: None				
Attachments: Revised Council Rules of Procedure				
SUMMARY STATEMENT: CMs Koenig, Gunther and Moore would like to discuss the idea of adding committee reports back to the Study Session agenda.				
RECOMMENDED ACTION: <u>Action:</u> TBD				
FUTURE MOTION: <u>Motion:</u> To approve the amended Council Rules of Procedure.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Pierce County Library – Facility Lease	AB23-05	CGA		
		1.4.2023	1.18.2023	
	Department:	Administration		
	Date Submitted:	12.29.2022		
Cost of Item:	<u>\$42,800</u>			
Amount Budgeted:	<u>\$42,000</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	001-362-40-06-00			
Timeline:	January 2023			
Submitted By:	Scott Larson			
Fiscal Note: This is part of the city’s budgeted revenue.				
Attachments: Draft Lease Agreement				
SUMMARY STATEMENT:				
<p>The City and Library have an existing lease agreement for the portion of the MPC that the library has exclusive use for along with shared use of the multi-purpose room. The lease expired at the end of 2022 and the parties wish to renew the lease with slightly updated terms to cover fee, cleaning responsibilities, shared use scheduling, and term. The negotiated lease agreement with the new provisions tracked in is attached. The new annual fee will be \$42,800 per year with an annual CIP escalator.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on January 25 th , 2023 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To authorize the Mayor to enter into a Lease agreement with Pierce County Library System for use of the current library space, common areas, and Multipurpose Center.				

LEASE AGREEMENT

CITY OF ORTING

AND

PIERCE COUNTY LIBRARY SYSTEM

I. PREAMBLE

THIS LEASE AGREEMENT (hereinafter "Lease"), is entered into this 1st day of January, ~~2020~~2023, by and between the PIERCE COUNTY LIBRARY SYSTEM, a Washington State municipal corporation (hereinafter the "LIBRARY") and the CITY OF ORTING, a Washington municipal corporation, operating as a non-charter code city under the laws of the State of Washington (hereinafter the "City"), (collectively, the "Parties").

II. RECITALS

WHEREAS, The City owns the building located at 202 Washington Ave S, Orting, Washington, which is commonly known as the Public Library and Multipurpose Center (collectively, the MPC);

WHEREAS, The City now desires to lease a portion of the building to the LIBRARY;

NOW THEREFORE, in consideration of the foregoing recitals and for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

III. DEFINITIONS

Capitalized terms used herein shall have the following meanings:

1. Premises. Premises refers to those Exclusive Use Areas and Common Areas utilized by the LIBRARY within the MPC) owned by the City and located at 202 Washington Ave. S, in the City of Orting, Washington, as depicted in **Exhibit "A"** hereto.

2. Areas.

2.1 Exclusive Use Areas: The LIBRARY's Exclusive Use Areas are the areas of the MPC currently used by the LIBRARY, and depicted in **Exhibit "A"** hereto. The approximate square footage for the Exclusive Use Areas occupied by the LIBRARY is about 2,750 square feet.

2.2 Common Areas: Common areas of the MPC include ingress and egress to and from the building, lobby restrooms, power utility and computer server rooms, the large MPC meeting room as well as the MPC office and conference room. These areas are shared by the City and by the LIBRARY, with priority use for the LIBRARY as described herein.

For detailed descriptions of the Areas identified herein see **Exhibit "A"**.

3. Material Breach. Material Breach shall mean failure, without legal excuse, to perform any promise which forms the whole or part of a contract. Material Breach also means any breach

that is not cured by the LIBRARY within ninety (90) days of notice of said breach provided to the LIBRARY by the City in writing.

4. Abandonment. Abandonment shall mean the surrender, relinquishment, disclaimer, or cession of property or of rights. Abandonment shall also be defined, specific to this Lease, as: a) a period of one hundred eighty (180) consecutive days or longer the LIBRARY ceases to use the LIBRARY's Exclusive Use Area of the Premises, or; b) the LIBRARY's Board has determined that the MPC will no longer be used to deliver library services.
5. Arbitration. The Parties agree that any dispute submitted to arbitration is limited to arbitration in accordance with the following rules and procedures, unless other rules and procedures are agreed to by the Parties:

In the event of any dispute arising out of this Lease, the Parties hereto may mutually agree to submit such dispute to binding arbitration by one arbitrator in accordance with the rules then pertaining to Superior Court rules of Mandatory Arbitration (or its equivalent), except that the arbitration shall be conducted under the auspices of the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal considerations. The arbitration shall be commenced by delivery to the Party of a written demand for arbitration which shall include a statement of the basis of the dispute and the issues to be resolved through arbitration. Within five (5) business days of the delivery of such demand each Party shall designate a representative who is not an officer, employee or commissioner of the Parties. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of representatives, whichever occurs first), the two representatives have not reached agreement on the arbitrator, then either Party may, on five (5) business days written notice, request the presiding department of the Pierce County Superior Court to designate the arbitrator. The representatives may provide the presiding department of the Pierce County Superior Court with three (3) names each from which to select the arbitrator. The Court has the right to select an arbitrator not identified on either Parties' list. The arbitrator's fee shall be borne equally by the Parties during the course of the arbitration. However, the substantially prevailing Party, if any in the arbitrator's opinion, shall be entitled to reimbursement of such fees paid, as well as reasonable attorneys' fees incurred, as part of the arbitration award. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in Pierce County Superior Court.

6. Utility Costs. Utility Costs shall mean the Costs attributable to the LIBRARY for utility services provided to the Premises.
7. Capital Improvements. Capital Improvements shall mean, and include, replacement, improvement or repair of any material portion of the Building Systems, Building Structure, or Non-Structural Component required for reasons of safety, operability or performance, but shall not include routine replacement or repair of parts or components as a result of ordinary wear and tear. Replacement of appliances shall be considered a Capital Improvement.
8. Building Systems. Building Systems shall mean and refer to collectively or in part, the MPC heating and air conditioning system, the plumbing systems, the fire protection system, and the electrical system.
9. Janitorial and Cleaning Services. Janitorial services and cleaning services shall have their ordinary meaning and shall include, by way of example and not limitation, replacement of light bulbs, paper towels, and toilet paper, cleaning of carpets and floor surfaces, cleaning of windows and window coverings, and broom cleaning of floor surfaces.

10. Laws. Laws shall refer to any applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements.
11. Library Hours. Library Hours shall be defined as the hours during which the LIBRARY is open to the public.

IV. AGREEMENT

12. Grant. THE City hereby grants to the LIBRARY a lease of the Premises in the MPC depicted on **Exhibit "A"** and described in Paragraphs 1 and 2 above. In conjunction with this Lease, and as a condition thereof, the City grants to the LIBRARY a license for the term of this Lease to use the Exclusive Use Areas and assigned parking area, and a non-exclusive license of the term of this Lease to use the Common Use Areas, upon the terms and conditions set forth herein. Upon the effective date of this Lease, all prior agreements between the City and the LIBRARY relating to use of the MPC shall be superseded by this Lease.
13. Purpose. The LIBRARY will have exclusive use of the Premises during the Term of the Lease and any extension thereof, except that the Common Areas shall also be used by the City. **The LIBRARY shall have priority use and scheduling of the Common Areas during LIBRARY HOURS.** The LIBRARY and the City shall meet ~~before November~~ in May, August and December of each year to collaborate on a schedule of events at the MPC and MPC office for the following ~~year~~ several months. The LIBRARY shall not unreasonably prevent the City's use of the MPC during Library hours.
14. Term/Termination/Extension.

14.1 Term. This Lease shall commence on the date set forth in the first paragraph of this Lease and terminate on January 1st ~~2022~~2024, subject to the Parties' rights to terminate the Lease, as set forth below, and except as otherwise provided under the provisions of this Lease.

14.2 Termination. In the event of a Material Breach, or in the event Library abandons use of the MPC for the purposes specified herein, the City may terminate this Lease upon ninety (90) days written notice of termination.

14.3 New Lease/Extension. Before (120) days of lease termination as identified in 14.1 above, City shall have arranged to meet and have met with LIBRARY's Executive Director or responsible designee to inquire the LIBRARY's interests to continue as tenant in said Premises. Upon confirmation of continuance in using said Premises to provide library services, LIBRARY and City shall enter good-faith negotiations to develop a new lease beginning January 1st, 2022, subject to conditions contained herein. The LIBRARY and City, for their mutual convenience, may elect to extend the lease for up to two (2) additional years under the existing terms and conditions, and termination date in 14.1 shall be amended accordingly, and said extension shall be agreed upon before November 1 of the fiscal year preceding the termination date.

15. Payment to the LIBRARY.

15.1 Monthly Lease Fee. Library agrees to pay, and the City agrees to accept, a \$~~404~~2,800 annual Lease Fee to be paid in 12 monthly payments. The Lease Fee as set forth herein, is subject to annual Bureau of Labor Statistics' June-to-June CPI-U adjustments without amendment of this Lease. For the first year of this Lease, the Monthly Lease Fee shall be three thousand five hundred sixty-six dollars and sixty-six cents (~~\$3,400~~3,566.66), with any annual adjustment thereto, (collectively the "Monthly Lease Fee") and shall be paid by the last day of each month for the month previous. All Monthly Lease Fees shall be paid without deduction,

offset or demand. The Monthly Lease Fee **includes all utilities**. The Monthly Lease Fees and other amounts hereunder not paid within fifteen (15) days of the date when due shall bear interest from the date due at the rate of ten percent (10%) per annum.

~~15.2 Annual Adjustment. For the initial 3 year term of this agreement there will be no annual adjustment and 15.1 shall not apply for that initial term.~~

~~15.3~~15.2 Payment. Account statements, remittance for payment, and general accounts payable questions or instructions may be sent either to the following address,

Pierce County Library System
Attn: Accounts Payable
3005 112th St E
Tacoma, WA 98446

Or by email to AP@piercecountylibrary.org

16. Waste. The LIBRARY shall not permit anything to be done on the Premises that would constitute waste or violate this Lease, or any laws, statutes, ordinances, regulations, rules, and other governmental requirements (hereinafter "Laws").

17. Condition of Premises. The LIBRARY has inspected the Premises, is aware of their condition, and accepts them as they are, without representation or warranty by the City.

18. Inspection and Access. The LIBRARY will allow the City or the City's agent free access at all reasonable times to the Exclusive Use Areas for the purpose of inspection of Library's performance of its obligations hereunder, and in the event the LIBRARY has failed to perform such obligations following any required cure period, for the purpose of taking all such action as may be reasonable, necessary or appropriate. The City agrees that it shall give reasonable advance notice of any entry upon the Premises for the purpose of taking action as set forth above. Reasonable notice is defined as a minimum of twenty-four (24) hours' notice.

19. Utilities/Services.

19.1 Utility Costs. Utility Costs are included in the Monthly Lease Fee, except as described in this section. Accordingly, the City shall be responsible for paying all Utility Costs.

19.2 Solid Waste and Recyclables Collection. Solid Waste and Recyclable Collection fees are included in the Monthly Lease Fee. The City shall be responsible for all solid waste and recyclable fees.

19.3 Telecommunications/Internet/Cable Services. Telecommunications/Internet/Cable Services are not considered utilities under the terms of this Lease. The LIBRARY shall be responsible for all costs associated with providing Internet/Cable Services service to the LIBRARY'S Exclusive Use Area. The Parties may contract jointly for such services upon such terms and conditions as are mutually agreeable to the Parties, as a written amendment to this Lease Agreement. City is responsible for the repair and maintenance of phone/voicemail server, phones and phone lines. The LIBRARY will be responsible for costs associated with adding additional phones and phone lines beyond those in place prior to the start of this Lease, or moving any phone connections. Other than what is stated as the City's responsibilities in this section, all Telecommunications/Internet and Cable Services shall be paid for by the LIBRARY.

19.4 Janitorial and Cleaning Services. Except as otherwise provided herein, the LIBRARY shall be responsible for all costs associated with providing general janitorial and cleaning services for the LIBRARY, office, common bathrooms and common use areas. ~~However, the City will ensure be responsible for general janitorial and cleaning services for the MPC large room and office will be swept and cleaned after use for a City event.~~ The Parties will be responsible for spot cleaning of the MPC large room after their respective use of that facility.

19.5 Indemnity – Utilities. Except as otherwise specifically provided in this Lease, the Parties agree that each entities' officials, officers, employees, and contractors shall not be liable for a personal injury or property damage that may be sustained by one another's employees, agents, licensees, invitees or contractors or any other person in or about the Premises, except to the extent that such injury, damage or loss is caused by either Parties' gross negligence or willful misconduct. The City makes no representations or warranties with respect to the Building Systems and the LIBRARY shall have no right to terminate this Lease or withhold the Monthly Lease Fee because of any defects or claims for the same.

20. Maintenance/Repair/Replacement.

20.1 LIBRARY Maintenance Obligations. Except as may be otherwise provided herein, the LIBRARY shall be responsible for the maintenance of the Premises and Building Systems and the costs thereof. The LIBRARY shall, at the LIBRARY's own expense, maintain the Premises in a clean, sanitary and safe condition and keep and maintain the integrity and quality of the Premises, including, without limitation, all walls, ceilings, lights, switches and fixtures, electrical wiring, windows, plumbing, pipes and fixtures, and floor coverings thereof in good repair (reasonable wear and tear excepted) by performing all necessary repair, maintenance and janitorial duties. Maintenance shall include any maintenance, repair, or replacement of fixtures or structural elements of the Premises, all janitorial and custodial work, periodic cleaning of carpets, minor plumbing and electrical repairs and parts replacements, window washing, interior painting, and other tasks needed to reasonably maintain the building in the condition of the Premises.

20.2 City Maintenance Obligations. City agrees, and shall, after all City-sponsored events, at its sole cost and expense, keep the Common Areas in a good, clean, and safe condition free from unreasonable hazards, and in compliance with all applicable Laws. The City shall perform all routine maintenance and necessary repairs to the HVAC System for the Premises. The City shall be responsible for the cost to the LIBRARY of any repair or replacement of any part of the Building Systems, as defined in Section 8, damaged or destroyed by the negligent acts of City, its officers, officials, employees, volunteers, agents, invitees and licensees. There may be disagreement regarding repairs and whether there are negligent acts. The Parties agree to work cooperatively to resolve any such disagreements and may submit the matter to Arbitration, as defined in Section 5, if the Parties cannot mutually agree upon a resolution within ninety (90) days of such notice.

20.3 Repair or Replacement, Limitation. The LIBRARY shall be solely responsible for minor repairs and replacement, defined as maintenance, repair or replacement of the items identified in Paragraph 20.1 herein (inclusive of parts and labor) not to exceed one thousand dollars (\$1,000) per item of maintenance, repair or replacement (with no aggregate limitation). The City's liability for major repair work shall not exceed fifteen thousand dollars (\$15,000), annually. For any reasonably necessary repair work exceeding fifteen thousand dollars (\$15,000) the parties shall negotiate an equitable allocation of the costs in excess of fifteen thousand dollars (\$15,000), however, the City's share of said excess costs shall not exceed 60%.

20.4 Advance Notice and Authorization. The LIBRARY shall make no alterations or improvements to the Premises without the City's prior consent, and any request by the LIBRARY to make repairs to the Premises shall be made with at least thirty (30) days prior notice to the City and a written explanation of what repairs and/or additions to the Premises are contemplated. The LIBRARY may enter the Premises including Common Areas at all reasonable times to maintain and make repairs to the Premises, (so long as said repairs do not cause the use of the Premises for City to be changed and such entry shall be deemed or construed to be an eviction of City). Except in the case of an emergency, in the event of proposed entry by the LIBRARY to make alterations or improvements to the Premises, the Mayor and/or Council shall have a right to participate in any such decision making prior to work commencing.

20.5 Duty to Timely Repair. In the event that the LIBRARY presents a written request for repair(s) to or replacement of any part of the Building System, as defined in Section 8, that the LIBRARY has an obligation herein to repair, the LIBRARY shall begin to make said repairs within a reasonable time not to exceed thirty (30) days; provided that, if the repairs cannot reasonably be commenced and completed with such time period, the Parties may mutually agree upon a later time period. If the LIBRARY disputes its obligation to make repairs or the Parties dispute the timing, manner or method of making the repairs, and the Parties are unable to mutually agree upon a resolution of the dispute, either Party may submit the matter to arbitration within ninety (90) days of the notice of the dispute. Arbitration to be conducted as specified herein at Section 5.

21. Alterations and Improvements.

21.1 Structural Alterations. The LIBRARY shall make no alterations, additions, or improvements in or to the building which affect the structural integrity of the Building without the prior written approval of the City, which approval will not be unreasonably withheld or delayed. The City may impose such conditions as it deems reasonably necessary and appropriate in approving any structural alterations or improvements including, without limitation, requiring insurance against liabilities that may arise out of such work or requiring security for payment of all costs arising out of such work. All alterations, additions and improvements made by the LIBRARY shall be performed at the LIBRARY'S cost, and shall, upon the expiration or earlier termination of the Lease, become the property of the City. The LIBRARY agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be removed without damage to the Premises, shall remain in place and becomes the property of the City.

21.2 Non-Structural Alterations. The LIBRARY shall be entitled to make any and all non-structural alterations, additions or improvements in or to the Exclusive Areas with the City's prior approval, which shall not be unreasonably withheld. All alterations, additions, and improvements made by the LIBRARY shall be performed at the LIBRARY's cost, and shall, upon the expiration or earlier termination of the Lease, become the property of the City. The LIBRARY agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be removed without damage to the Premises, shall remain in place and becomes the property of the City.

21.3 Trade Fixtures. All trade fixtures installed by the LIBRARY, including but not limited to, shelving, portable partitions and portable cabinets, equipment, appliances, computers and access lines, shall remain the property of the LIBRARY and may be removed on or before the termination of this Lease. If not removed by the LIBRARY, such items shall become the property of the City upon expiration of this Lease.

22. Assignment or Sublease. The LIBRARY may not assign this Lease nor sublet the whole or any part of the Premises or otherwise transfer any interest in this Lease or the Premises without in each case first obtaining the City's prior written consent, which consent shall not to be unreasonably withheld or delayed. It is further provided that, this Lease may not be assigned without the Assignee filing or establishing with the City the insurance certificates as required pursuant to this Lease.

23. Taxes. The City agrees to pay and save the LIBRARY harmless from any tax, assessment, or other governmental charge of any kind imposed on the interest of either Party in any part of the Premises or by reason of this Lease. The City will furnish to the LIBRARY, within fifteen (15) days after the applicable due date, official receipt of the appropriate taxing authority or other proof satisfactory to the LIBRARY evidencing the payment of any tax. The City will pay, prior to delinquency, all personal property taxes assessed against personal property of the City located on the Premises. In the event it becomes necessary for the City to pay the taxes or obligations that are the obligation of the LIBRARY, the City retains a right to be reimbursed for all payments made within no later than thirty (30) days. In the event payment by the LIBRARY is not forthcoming within thirty (30) days of payment by the City, arbitration may be initiated.

24. Hold Harmless and Indemnity/Insurance.

24.1 All personal property upon the Premises shall be at the sole risk of the property's owner or the Party responsible for such property.

24.2 The LIBRARY, as tenant, shall indemnify and hold the City harmless against and from liability and claims of any kind for loss or damage to property of the LIBRARY or any other person, or for any injury to or death of any person, arising out of: (1) the LIBRARY'S use and occupancy of the Premises, or any work, activity or other things allowed or suffered by the LIBRARY to be done in, on or about the Premises; or (2) any negligent or otherwise tortuous act or omission of the LIBRARY, its agents, employees, invitees or contractors. The LIBRARY shall at the LIBRARY's expense, and by counsel satisfactory to the City, defend the City in any action or proceeding arising from any such claim and shall indemnify the City against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding.

The City agrees to indemnify, defend, and hold the LIBRARY, and its respective employees and agents, harmless from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind (including reasonable attorneys' fees) arising out of the City's use of the Premises or the conduct of its business occurring on the Premises, except to the extent such loss or damage resulting from the negligence of the LIBRARY or a breach of the terms of this Lease by the LIBRARY. The terms of this Section shall survive any expiration or termination of this Lease.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISIONS ONLY, AND ONLY TO THE EXTENT OF CLAIMS UNDER SUCH INDEMNIFICATION PROVISION, THE PARTIES SPECIFICALLY WAIVE ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD-PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

THE PARTIES EACH ACKNOWLEDGE BY ITS EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WAS SPECIFICALLY NEGOTIATED AND AGREED TO.

City Initials _____

THE LIBRARY Initials _____

25. Insurance. The City shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the state of Washington and satisfactory to the LIBRARY, properly protecting and indemnifying THE LIBRARY with single limit coverage of no less than Three Million Dollars (\$3,000,000) for injury to or death of persons and for property damage. During the Term, the City shall furnish THE LIBRARY with a certificate or certificates of insurance, in a form acceptable to THE LIBRARY, covering such insurance so maintained by City and naming THE LIBRARY and THE LIBRARY's officials, employees, and mortgagees, if any, as additional insureds. Any deductible and/or self-insured retention shall be the sole responsibility of the City. To the extent of the City's negligence as herein assumed, the City's liability coverage shall be primary coverage as respects the THE LIBRARY, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by THE LIBRARY, its officers, officials, employees, and agents shall not contribute with the City's coverage or benefit the City in any way. The City shall furnish THE LIBRARY with certificates of coverage.

THE LIBRARY shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the State of Washington and satisfactory to the City, properly protecting and indemnifying the City with single limit coverage of no less than Three Million Dollars (\$3,000,000) for injury to or death of persons and for property damage. During the Term, the LIBRARY shall furnish the City with a certificate or certificates of insurance, in a form acceptable to the City, covering such insurance so maintained by THE LIBRARY. Any deductible and/or self-insured retentions shall be the sole responsibility of THE LIBRARY. To the extent of THE LIBRARY's negligence as herein assumed, THE LIBRARY's liability coverage shall be primary coverage as respects the City, its officers, officials, employees, and agents. THE LIBRARY shall furnish the City with certificate(s) of coverage.

26. Liens. The City agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. The City shall not allow any mechanics' and materialmen's or other liens to be placed upon the leased Premises. If such a lien is placed or recorded, the City shall cause it to be discharged of record, at its own expense, within ten (10) days of THE LIBRARY's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

27. Management. The Parties each agree to do all things reasonably required to provide for safe and efficient management and supervision of the Premises in accordance with all Laws and encumbrances upon the property.

28. Attorneys' Fees. If either Party to this Lease brings an action before any court or arbitrator to enforce or obtain a declaration of its rights under any provision of this Lease, reasonable attorneys' fees shall be awarded to the substantially prevailing Party in such litigation or arbitration.

29. Successors-in-Interest. The terms, provision, covenants, and conditions contained in this Lease, shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective successors in interest and legal representatives except as otherwise herein expressly provided.

30. Observance of Laws and Regulations. The Parties agree to keep the Premises in a clean and safe condition and to comply with and all Laws, including, without limitation, all police, sanitary and safety laws, and all applicable regulations and ordinances of all governmental bodies having authority over the Premises or any activity conducted thereon including but not limited to those pertaining to storm water, odor and dust emission and to hold one another harmless against all costs, fees, fines, or damages which it may incur by reason of any charge that there has been a violation thereof.

30.1 Public Records Act/Confidentiality. Notwithstanding any other provision herein, both parties recognize that each is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this Lease and/or Agreement, the receiving party will promptly notify the other party of the request, whom will promptly elect whether it will at its own expense commence court action to protect the material from disclosure.

31. Damage or Destruction; Condemnation.

31.1 Damage or Destruction. In the event any part of the Premises is damaged, each Party shall give immediate written notice thereof to the other Party, and shall clear and dispose of any debris resulting from such damage or destruction. Repairs shall be made in accordance with the terms of this Agreement.

31.2 Condemnation. In the event all or any part of the Premises is taken or appropriated under the power of eminent domain during the Lease Term, this Lease shall continue with respect to any portion of the Premises not so taken, and rent shall be reduced to fairly and accurately reflect the value of the Premises so taken. If the entire building or that portion leased by the LIBRARY is condemned or purchased under threat of condemnation, this Lease shall automatically terminate. The City reserves all rights to the compensation awarded for any such taking and the LIBRARY assigns to the City all of the LIBRARY's right, and interest for any such compensation for the leasehold interest, if any; provided, however that the LIBRARY shall be entitled to submit a separate claim for its relocation expenses.

32. Signs. All signs or symbols placed on or about the Premises by the LIBRARY shall be in compliance with all Laws and subject to the approval of the City, which shall not be unreasonably withheld. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that the LIBRARY will remove the same at the termination of this Lease and repair any damage or injury to the Premises caused thereby and, if not so removed by the LIBRARY, then the City may have the same so removed at the LIBRARY's expense.

33. Invalidity of Particular Provision. It is the intention of the Parties that each term or provision of this Lease be enforceable to the fullest extent permitted by law. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease and the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

34. Entire Agreement; Amendments. This Lease constitutes the complete agreement between THE LIBRARY and the City regarding the Premises. There are no terms, obligations, covenants or

conditions other than those contained herein. No modification or amendment of this Lease shall be valid and effective unless evidenced by an agreement in writing signed by the party to be bound.

35. Waiver. The waiver by the City of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Monthly Lease Fee by the City subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Monthly Lease Fee so accepted, regardless of City's knowledge of any breach at the time of such acceptance of Rent. City shall not be deemed to have waived any term, covenant or condition unless the City gives the LIBRARY written notice of such waiver.

36. Waiver of Subrogation. The City and LIBRARY each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. LIBRARY shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

37. Notices. All notices required under this Lease may be given by personal delivery or by certified or registered mail at the following addresses:

a. THE LIBRARY:

PO BOX

ORTING, WA 98360

b. CITY: CITY OF ORTING

PO BOX 489

ORTING, WA 98360

38. Time of the Essence. Time is of the essence in the performance of the Parties' obligations hereunder.

39. Failure to Surrender/Holdover. Except as provided below, if the LIBRARY fails to surrender the Premises on the expiration or termination of the Lease Term, the LIBRARY shall pay the City monthly rent in an amount equal to one hundred twenty-five percent (125%) of the then rental rate hereunder, plus utilities, and shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party. Nothing contained herein shall constitute the consent of the City to the holding over of the LIBRARY after the expiration or termination of this Lease. In the event that the LIBRARY and the City are in good faith negotiations over a new lease after expiration of the Lease without renewal, the Lease Term shall be deemed extended for so long as the Parties continue in good faith negotiations. Either

Party may terminate such good faith negotiations upon thirty (30) days written notice to the other Party. Upon such termination any continued occupancy of the Premises by the LIBRARY shall be considered a holder-over tenancy.

40. Brokers. THE LIBRARY and the City each represent that it is not represented by a broker, agent or finder with respect to this Lease. Each Party agrees to indemnify and hold the other Party harmless against any liability, cost, damages, or proceedings instituted by any broker, agent or finder claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Lease.

41. No Partnership. THE LIBRARY is not a partner or a joint venture with the City in connection with the business carried on under this Lease and shall have no obligation with respect to the City's debts or other liabilities hereunder.

IN WITNESS WHEREOF, the Parties hereto have, caused this Lease to be executed by their proper officers thereunto authorized as of the date of this Lease.

CITY: CITY OF ORTING

By: _____

Its: Mayor JOSH PENNER

THE LIBRARY:

By: _____

Its:

Exhibit "A"

Description of Premises



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB23-02	N/A	1.18.2023	1.25.2023
Setting Meeting Dates for 2023	Department:	Executive Administration		
	Date Submitted:	12.21.2022		
Cost of Item:	§			
Amount Budgeted:	§			
Unexpended Balance:	§			
Bars #:				
Timeline:				
Submitted By:	City Clerk			
Fiscal Note:				
Attachments:	Resolution and Exhibit			
SUMMARY STATEMENT:				
<p>The Mayor and City Staff would like to plan now for any potential meeting dates that conflict with holidays in 2023. This would give Councilmembers and staff time to adjust their schedules.</p> <p>The Mayor would also like to plan and schedule in advance special meetings for strategic planning and for whether Council would like any additional budget meetings in October or November 2023.</p> <p>The proposed Resolution allows the City Council and staff to work together to accomplish these goals.</p>				
RECOMMENDED ACTION: <u>ACTION:</u>				
Move forward to the regular City Council Meeting on January 25 th , 2023 as a consent agenda item.				
FUTURE MOTION: <u>MOTION:</u>				
To Adopt Resolution No. 2023-01, setting the regular and special Council Meeting dates for the year 2023.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, SETTING REGULAR AND SPECIAL
CITY COUNCIL MEETING DATES FOR 2023.**

WHEREAS, the City Council set by Ordinance that the regular and study session meetings of the City Council will occur on the 2nd, 3rd, and last Wednesday of each month; and

WHEREAS, the Mayor and the City Council would like to plan in advance to reschedule regular meetings that may conflict with certain holidays; and

WHEREAS, it is likewise beneficial to a smooth productive business flow to plan in advance for special strategic meetings and budget sessions;

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

Section 1. Authorizes. The Orting City Council hereby adopts the meeting schedule attached as Exhibit A, for the year 2023, consistent with Orting Municipal Code 1-6-1.

Section 2. Effective Date. This Resolution shall be effective upon passage.

Section 3. Corrections Authorized. The City Clerk is authorized to make necessary corrections to this Resolution, including but not limited to correction of clerical errors.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
25TH DAY OF JANUARY, 2023.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

Charlotte A. Archer, City Attorney
Inslee Best, PLLC



2023 City Council Meetings

January	11th	7:00pm	Regular Meeting
January	18th	6:00pm	Study Session
January	25th	7:00pm	Regular Meeting
February	8th	7:00pm	Regular Meeting
February	15th	6:00pm	Study Session
February	22nd	7:00pm	Regular Meeting
March	8th	7:00pm	Regular Meeting
March	15th	6:00pm	Study Session
March	22nd	6:00pm	Council Goals
March	29th	7:00pm	Regular Meeting
April	12th	7:00pm	Regular Meeting
April	19th	6:00pm	Study Session
April	26th	7:00pm	Regular Meeting
May	10th	7:00pm	Regular Meeting
May	17th	6:00pm	Study Session
May	31st	7:00pm	Regular Meeting
June	7th	7:00pm	Regular Meeting
June	14th	6:00pm	Study Session
June	20th-23rd	Spokane	AWC Conference
June	28th	7:00pm	Regular Meeting
July	12th	7:00pm	Regular Meeting
July	19th	6:00pm	Study Session
July	26th	7:00pm	Regular Meeting
August	9th	7:00pm	Regular Meeting
August	16th	6:00pm	Study Session
August	30th	7:00pm	Regular Meeting
September	13th	7:00pm	Regular Meeting
September	20th	6:00pm	Study Session
September	23rd	9:00am	Budget Retreat
September	27th	7:00pm	Regular Meeting
October	11th	7:00pm	Regular Meeting
October	18th	6:00pm	Study Session
October	25th	7:00pm	Regular Meeting
November	8th	7:00pm	Regular Meeting
November	15th	6:00pm	Study Session
November	29th	7:00pm	Regular Meeting
December	13th	7:00pm	Regular Meeting
December	20th	6:00pm	Study Session
December	27th	7:00pm	Regular Meeting

2023 Calendar - City of Orting

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
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19	20	21	22	23	24	25
26	27	28				

March						
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April						
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23	24	25	26	27	28	29
30						

May						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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23	24	25	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30	31		

September						
Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30

October						
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29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Federal Holidays 2023

Federal/City Holiday		Regular Council Meeting		Study Session		Planning Commission		Special Meeting	
Jan 1	New Year's Day	May 29	Memorial Day	Sep 4	Labor Day	Nov 24	Day After Thanksgiving		
Jan 16	Martin Luther King Day	Jun 19	Juneteenth	Sep 23	Budget Retreat	Dec 24	Christmas Eve		
Feb 20	Presidents' Day	Jun 20-23	AWC Conference	Nov 10	Veterans Day	Dec 25	Christmas Day		
Mar 22	Council Goals	Jul 4	Independence Day	Nov 23	Thanksgiving Day				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Murrey's Disposal 2022 Rates	AB23-07	Public Works		
		1.4.2023	1.18.2023	
	Department:	Executive		
	Date Submitted:	1.4.2023		
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 February			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Rate Sheet				
SUMMARY STATEMENT:				
<p>Section 8.2.1 of the Franchise Agreement between the City of Orting and Murrey's Disposal, effective April 2012, provides for an annual CPI adjustment equal to 80% of the change in the 1st half semi-annual percentage change in the Consumer Price Index for All Urban Consumers, U.S. Department of Labor, Seattle-Tacoma-Bellevue area for the year preceding the rate adjustment. Eighty percent of the CPI change for this period is 7.15%.</p> <p>Section 8.3.1 of the Agreement provides for disposal fee adjustments to be made to collection rates to reflect changes to the Pierce County disposal fees. On March 1, 2023 the landfill rate in Pierce County will increase from \$166.45 per ton to \$171.23 per ton.</p> <p>Murrey's must notify the city 60 days before the increase which is effective March 1, 2023, and notify their customers 45 days before the increase.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to Study Session on January 18 th , 2023.				
FUTURE MOTION: <u>Motion:</u>				
To Approve Murrey's Rates As shown in Exhibit A, effective March 1st, 2023.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Murrey's Disposal 2022 Rates	AB23-07	Public Works		
		1.4.2023	1.18.2023	
	Department:	Executive		
	Date Submitted:	1.4.2023		
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 February			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Rate Sheet				
SUMMARY STATEMENT:				
<p>Section 8.2.1 of the Franchise Agreement between the City of Orting and Murrey's Disposal, effective April 2012, provides for an annual CPI adjustment equal to 80% of the change in the 1st half semi-annual percentage change in the Consumer Price Index for All Urban Consumers, U.S. Department of Labor, Seattle-Tacoma-Bellevue area for the year preceding the rate adjustment. Eighty percent of the CPI change for this period is 7.15%.</p> <p>Section 8.3.1 of the Agreement provides for disposal fee adjustments to be made to collection rates to reflect changes to the Pierce County disposal fees. On March 1, 2023 the landfill rate in Pierce County will increase from \$166.45 per ton to \$171.23 per ton.</p> <p>Murrey's must notify the city 60 days before the increase which is effective March 1, 2023, and notify their customers 45 days before the increase.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to Study Session on January 18 th , 2023.				
FUTURE MOTION: <u>Motion:</u>				
To Approve Murrey's Rates As shown in Exhibit A, effective March 1st, 2023.				

DM DISPOPSAL 2023 RATES
Effective March 1, 2023

Can Service:	2022	2023	Increase	
10 gallon weekly w/ recycle	\$ 15.08	\$ 16.60	\$ 1.52	per month
20 gallon weekly w/ recycle	\$ 20.51	\$ 22.61	\$ 2.10	per month
32 gallon weekly w/ reecycle	\$ 25.26	\$ 27.87	\$ 2.61	per month
64 gallon weekly w/ recycle	\$ 40.00	\$ 44.21	\$ 4.21	per month
96 gallon weekly w/recycle	\$ 54.68	\$ 60.47	\$ 5.79	per month
Recycle Plus	\$ -	\$ 18.00	\$ 18.00	per month
Packout/Drive-in	\$ 10.33	\$ 11.34	\$ 1.01	per month
Occassional extra	\$ 6.75	\$ 7.44	\$ 0.69	per month
Return Trip	\$ 7.90	\$ 8.67	\$ 0.77	per month
Bulky Item Per Yard	\$ 26.36	\$ 28.92	\$ 2.56	per month
Return Check Fee	\$ 25.00	\$ 27.42	\$ 2.42	per month

Container Service:

1 yard once a week	\$ 111.75	\$ 123.48	\$ 11.73	per month
1 yard twice a week	\$ 215.23	\$ 239.51	\$ 24.28	per month
1 .5 yard once a week	\$ 153.11	\$ 169.31	\$ 16.20	per month
1 .5 yard twice a week	\$ 302.91	\$ 334.99	\$ 32.08	per month
2 yard once a week	\$ 197.33	\$ 218.16	\$ 20.83	per month
2 yard twice a week	\$ 388.37	\$ 429.42	\$ 41.05	per month
2 yard three times a week	\$ 585.69	\$ 647.55	\$ 61.86	per month
4 yard once a week	\$ 372.43	\$ 411.82	\$ 39.39	per month
4 yard twice a week	\$ 744.82	\$ 823.59	\$ 78.77	per month
4 yard three times a week	\$ 1,086.35	\$ 1,210.27	\$ 123.92	per month
6 yard once a week	\$ 527.92	\$ 583.80	\$ 55.88	per month
6 yard twice a week	\$ 1,055.81	\$ 1,167.13	\$ 111.32	per month
6 yard three times a week	\$ 1,583.75	\$ 1,750.74	\$ 166.99	per month
6 yard five times a week	\$ 2,589.62	\$ 2,863.10	\$ 273.48	per pickup
4 yard compactor once a week 5:1	\$ 1,582.31	\$ 1,766.72	\$ 184.41	per pickup
1 yard extra on regular route	\$ 26.34	\$ 29.10	\$ 2.76	per pickup
1 .5 yard extra on regular route	\$ 39.87	\$ 43.74	\$ 3.87	per pickup
2 yard extra on regular route	\$ 46.07	\$ 50.93	\$ 4.86	per pickup
4 yard extra on regular route	\$ 89.83	\$ 96.00	\$ 6.17	per pickup
6 yard extra on regular route	\$ 123.01	\$ 135.97	\$ 12.96	per pickup
4 yard compactor extra regular route 5:1	\$ 365.75	\$ 408.38	\$ 42.63	per pickup
Extra Yardage	\$ 16.15	\$ 17.92	\$ 1.77	per pickup
Lock/Unlock	\$ 4.88	\$ 5.36	\$ 0.48	per incident

Connect/Reconnect	\$ 12.53	\$ 13.75	\$ 1.22	per unit
Yard Waste 90-gal toter	\$ 5.72	\$ 6.28	\$ 0.56	per month
Occasional extra yard waste	\$ 2.74	\$ 3.01	\$ 0.27	per pickup

MF-Recycling	\$ 4.77	\$ 5.23	\$ 0.46	per month
Redeliver Cart	\$ 17.06	\$ 18.72	\$ 1.66	per delivery
Additional Recycling Cart	\$ 7.28	\$ 7.98	\$ 0.70	per month
Restart Fee	\$ 27.75	\$ 30.44	\$ 2.69	per incident
Time Change	\$ 104.63	\$ 114.77	\$ 10.14	per incident

December 30, 2022

City of Orting
Scott Larson, City Administrator
104 Bridge St. S
Orting, WA 98360

Re: Notice of Rate Adjustment under Section 8.2.1, and 8.3.1 of the Agreement between the City of Orting and Murrey's Disposal

Dear Mr. Larson:

Section 8.2.1 of the Agreement between the City of Orting and Murrey's Disposal provides for an annual CPI adjustment equal to 80% of the change in the 1st half semi-annual percentage change in the Consumer Price Index for All Urban Consumers, U.S. Department of Labor, Seattle-Tacoma-Bellevue area for the year preceding the rate adjustment. Eighty percent of the CPI change for this period is 7.15%.

Section 8.3.1 of the Agreement provides for disposal fee adjustments to be made to collection rates to reflect changes to Pierce County disposal fees. We have been notified that on March 1, 2023 the landfill rate in Pierce County will increase from \$166.45 per ton to \$171.23 per ton.

Rates reflecting the disposal fee increase, and changes in the CPI are detailed by level of service in the attached exhibit.



WASTE CONNECTIONS

Connect with the Future®

We take pride in providing you with comprehensive waste collection, disposal and recycling services. If I can answer any questions, please contact me by phone at (253) 896-3293 or by email at joshm@wcnx.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Metcalf", is written over the typed name.

Josh Metcalf
District Manager
Murrey's Disposal

City of Orting
PO Box 489
Orting WA 98360

EXHIBIT - A - 3/1/2023

Can Service:	3/1/2023
10gallon Cart	16.60
20gallon Cart	22.61
32gallon Cart	27.87
64gallon Cart	44.21
96gallon Cart	60.47
Recycle Plus	18.00
Packout/Drive-in	11.34
Occasional extra	7.44
Return trip	8.67
Bulky Item Per Yard	28.92
Return Check Fee	27.42
Container Service:	
1 yard once a week	123.48
1 yard twice a week	239.51
1.5 yard once a week	169.31
1.5 yard twice a week	334.99
2 yard once a week	218.16
2 yard twice a week	429.42
2 yard three times a week	647.55
4 yard once a week	411.82
4 yard twice a week	823.59
4 yard three times a week	1,210.27
6 yard once a week	583.58
6 yard twice a week	1,167.13
6 yard three times a week	1,750.74
6 yard Five times a week	2,863.10
4 yard compactor once a week 5:1	1,766.72
1 yard extra on regular route	29.10
1.5 yard extra on regular route	43.74
2 yard extra on regular route	50.93
4 yard extra on regular route	96.00
6 yard extra on regular route	135.97
4 yard compactor extra regular route 5:1	408.38
Extra Yardage	17.92
Lock/Unlock	5.36
Connect/Reconnect	13.75
Yard Waste 90-gal toter	6.28
Occasional extra yard waste	3.01
MF-Recycling	5.23
Redeliver Cart	18.72
Additional Recycling Cart	7.98
Restart Fee	30.44
Time Change	114.77



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Carbon River pump station RSP's	AB23-14			
			1.18.2023	1.25.2023
	Department:	Public Works		
	Date Submitted:	1.12.2023		
Cost of Item:	<u>\$55,904.86</u>			
Amount Budgeted:	<u>\$110,000</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:	408-535-10-31-00; 408-535-50-48-02			
Timeline:	January 2023			
Submitted By:	Steven Daskam			
Fiscal Note: None.				
Attachments: Pump Quote				
SUMMARY STATEMENT:				
<p>The carbon river lift station is located in the North East corner of the city and serves 571 homes. In this station we have two raw sewage pumps that pump the sewage from the station to the Water Resource Recovery Facility (WRRF) for treatment. Recently we had an issue with the number 1 pump, it was making grinding noises and was not pumping as designed. We sent it to be looked at by Whitney Equipment Company. Whitney said that the pump needs a full rebuild of everything but the electronics totaling, \$27,311.23. Staff also received a quote for a new pump which is \$27,952.43 and includes a full warranty. Since pump 1 was removed pump 2 has started to show signs that it is nearing the end of its life. Both of these pumps have been in the wet well since the station was built in 2005. These pumps have a life expectancy of 15 years and we are going on year 18 for both pumps. Staff are recommending that both pumps be replaced with new pumps. Staff will keep one of the old pumps to rebuild and keep on the shelf as a spare. The total cost for two pumps is \$55,904.86.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to consent agenda on January 25, 2023 Council Meeting.				
FUTURE MOTION: <u>Motion:</u>				
To authorize the Mayor to sign a contract with Whitney Equipment Company, a sole source vendor, for two lift stations pumps in the amount of \$55,904.86.				



16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300
Vancouver, WA 98661 Phone: (360) 694-9175

12/29/2022

Quote #: 39527 - 0

To: Orting WWTP
Attn: Edward Huffman
Email: ehuffman@cityoforting.org

Project Name: City of Orting-3153.090-454 Replacement Pump

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$193.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Stephen Clark, phone 425-205-2732. Please call if you need further information or prices.

SCOPE OF SUPPLY

Flygt 3153.095-0161 is the current replacement for the obsoleted 3153.090-6369 Serial# 0440015

Quantity	Product / Description	Price per Unit	Total Price
1 each	31530950161 NP3153.095-464 Flygt NP3153.095 20HP, 460V, 3PH Submersible Pump with the N-464 Hard Iron Impeller, FM(Explosion Proof Rating), FLS(Fluid Leak Sensor), 4" Discharge & 50' Power Cable.	\$25,940.93	\$25,940.93
1 each	Startup & Training	\$1,500.00	\$1,500.00

Sub-Total: \$27,440.93

Freight: \$511.50

TOTAL: \$27,952.43

Lead Times: 14-16 Weeks

Freight Terms: FOB Factory, prepaid and added to invoice

Sales tax is not included unless specified.

Payment Terms: Net 30

Sincerely,

Stephen Clark, Inside Sales

CC: Brader Vande Vusse, Account Manager

Purchaser's Signature: By signing below, I certify that I am an authorized representative with the authority to enter into contracts on behalf of the company identified below, and that I accept the terms included with this proposal.

Signature Date

Print Name and Title

BILL TO

SHIP TO

Company or Organization Bill To

Company or Organization Ship To

Bill To Address

Ship To Address

City/State/Zip

City/State/Zip

Billing Contact Name

Shipping Contact Name

Billing Contact Email

Shipping Contact Email

Billing Contact Phone Number

Shipping Contact Phone Number

PO # if applicable _____

If using a Purchase Order:
Make PO out to
Whitney Equipment Company Inc
16120 Woodinville Redmond Rd NE #3
Woodinville, WA 98072
Email: sales@weci.com

**WHITNEY EQUIPMENT CO., INC.
WOODINVILLE, WA
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

ACCEPTANCE: Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

ENTIRE AGREEMENT: The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

GOVERNING LAWS: Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

JURISDICTION AND VENUE: Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

ATTORNEYS FEES AND EXPERT COSTS: The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

WARRANTY:

THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.

TAXES: Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

PAYMENT TERMS: All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

CREDIT CARD PAYMENTS: All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

CREDIT: Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

PRICE: The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

STARTUP PAYMENTS: If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

SHIPMENTS AND DELIVERY: Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute

a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

NON-DELIVERY: The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

APPROVALS: Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

STORAGE – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

TITLE - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

INSURANCE: Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

CANCELLATION: The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

ORAL STATEMENTS: The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

CHANGES: Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

INSPECTION: Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products. It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

NOT INCLUDED: Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

FREIGHT: Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

BACKCHARGES will not be accepted unless approved by Seller, in writing, before any work is done.

DELAYS: Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB23-16		1.18.2023	
Pierce County Regional Council- Appointment of Representatives.	Department:	Executive/Council		
	Date Submitted:	1.12.2023		
Cost of Item:		<u>N/A</u>		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:				
Timeline:		Has to be submitted to PCRC Clerk prior to March 2023		
Submitted By:		City Clerk		
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>Each year PCRC requires that City’s designate their representative and alternate for the Pierce County Regional Council.</p> <p>Section 3. Appointment: Representatives to the Council shall be appointed as follows:</p> <p>(a) A member jurisdiction granted representation by the Interlocal Agreement shall choose its representative(s) and designated alternates by its own appropriate process. The name and contact information of both the designated representative and his/her alternate, with a copy of the Council minutes designating appointees, shall be transmitted to the Council clerk by the first working day in March of each year.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on January 25 th , 2023 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To appoint Mayor Penner as representative to the Pierce County Regional Council and Councilmember Chris Moore as the alternate.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Flood Control Zone District - Appointment	AB23-15			
			1.18.2023	
	Department:	Executive		
	Date Submitted:	1.13.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Mayor Penner			
Fiscal Note: None				
Attachments: None				
SUMMARY STATEMENT:				
<p>The city has the ability to recommend appointment to a designated seat on the Flood Control Zone District. Once the City recommends a member, the Executive will nominate that person to the County Council for confirmation. Councilmember Moore has expressed interest in serving in this position for the City to advance our flood control policy. Staff have prepared a sample letter to Executive Dammeier if council chooses to appoint CM Moore to this position.</p> <p>Previously Director Reed served as the city’s representative to the District. Director Reed will continue attending meetings and serve as the city’s alternative representative on the committee.</p>				
RECOMMENDED ACTION:				
Move appointment to consent agenda on January 25, 2023.				
FUTURE MOTION:				
Motion to recommend appoint of Councilmember Moore as the city’s Pierce County Flood Control Zone District representative to Executive Dammeier.				



CITY OF ORTING

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

January 26, 2023

Via email: lillian.scott@piercecountywa.gov

Bruce Dammeier, County Executive
930 Tacoma Avenue S
Tacoma, WA 98402

Re: City of Orting Nomination to Flood Control Zone District Advisory Committee

Dear Executive Dammeier:

The City of Orting Council would like to nominate Orting's Councilmember Chris Moore to fill the unexpired term for Greg Reed, the City's Public Works Director. The Council appreciates the Executive's appointment of Councilmember Moore to this position. We look forward to continuing our work with the County and the other members of the Flood Control Zone District to advise on issues affecting the City of Orting and Pierce County.

Sincerely,

Joshua Penner
Mayor

Cc: Scott Larson, City Administrator
Kim Agfalvi, City Clerk