

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. Jeff Sproul
5. Stanley Holland
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Regular Business Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
June 26th, 2024  
7:00 p.m.

**Mayor Joshua Penner, Chair**

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

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

<https://us06web.zoom.us/j/81589323708?pwd=P4oa2uZCm3HpOXggUuCCK1im7iDOQL.1>

Telephone: 1-253-215-8782 - Meeting ID: 815 8932 3708 and the passcode 563135.

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

### **3. PUBLIC COMMENTS.**

Comments may be sent to the City Clerk at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) by 3pm on June 26th, 2024 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

### **4. PUBLIC HEARING.**

A. AB24-57 – 6-Year Transportation Improvement Plan (TIP) – Public Works Committee.

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

#### **A. Claims Voucher.**

Claims voucher list dated June 26, 2024 which includes voucher number 56011 through 56058 in the amount of \$275,075.47 & electronic fund transfers in the amount of \$12,352.12 for a grand total of \$287,427.59.

#### **B. Payroll Voucher.**

Payroll check numbers 24251 through 24252 in the amount of \$ 11,870.01 electronic deposit transmissions in the amount of \$203,302.55 for a grand total of \$215,472.56 for the period covering June 1-15 2024.

C. **Meeting Minutes** - Meeting minutes of June 12<sup>th</sup>, 2024.

D. **AB24-60** – Orting Emergency Evacuation Bridge Construction Management Contact – Public Works Committee.

E. **AB24-48** – Stormwater Plan Scope and Budget – Public Works Committee.

F. **AB24-58** – Compensation Policy – CGA Committee.

G. **AB24-55** – Grant Policy Review - CGA Committee.

H. **AB24-59** – EPIC Emergency Management Interlocal Agreement Amendment – Public Safety Committee.

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

### **6. NEW BUSINESS.**

A. **AB24-47** – Transportation Benefit District (TBD) Funding Alternatives – Public Works Committee.

**Motion: To be determined.**

**B. AB24-62** – Budget Amendment – Compensation Wage Study **and** Summer Recreation Staffing.  
CGA Committee.

***Motion: To adopt Ordinance No. 2024-1130, amending Ordinance No 2023-1119 City of Orting 2024 Budget and Ordinance No 2024-1124 Budget Amendment and, providing for appropriation and expenditure of funds received in excess of estimated revenues; adopting various transfers; and providing for severability; and establishing an effective date.***

**7. EXECUTIVE SESSION.**

**8. ADJOURNMENT.**

## Items by Page Number

### 1. PUBLIC HEARING.

- A. AB24-57 – 6-Year Transportation Improvement Plan (TIP) – Public Works Committee.  
- Page 4

### 2. CONSENT AGENDA.

- A. Claims Voucher. – Page 10
- B. Payroll Voucher. – Page 17
- C. Meeting Minutes - Meeting minutes of June 12<sup>th</sup>, 2024. – Page 19
- D. AB24-60 – Orting Emergency Evacuation Bridge Construction Management Contact – Public Works Committee. – Page 25
- E. AB24-48 – Stormwater Plan Scope and Budget – Public Works Committee. – Page 43
- F. AB24-58 – Compensation Policy – CGA Committee. – Page 53
- G. AB24-55 – Grant Policy Review - CGA Committee. – Page 77
- H. AB24-59 – EPIC Emergency Management Interlocal Agreement Amendment – Public Safety Committee. – Page 84

### 3. NEW BUSINESS.

- A. AB24-47 – Transportation Benefit District (TBD) Funding Alternatives – Public Works Committee. – Page 88
- B. AB24-62 – Budget Amendment – Compensation Wage Study and Summer Recreation Staffing - CGA Committee. – Page 102



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Public Hearing 6-Year TIP 2025-2030	<b>AB24-57</b>	Public Works		
		<b>6.5.2024</b>		<b>6.12.2022</b> <b>6.26.2024</b>
	<b>Department:</b>	Public Works Department		
	<b>Date Submitted:</b>	<b>6.5.2024</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>\$ N/A</u>			
<b>Unexpended Balance:</b>	<u>\$ N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	7.1.2024			
<b>Submitted By:</b>	Marshall Maurer and Ryan McBee, Public Works Department			
<b>Fiscal Note:</b>	N/A			
<b>Attachments:</b> Resolution No. 2024-13, 2025-2030 6-Year TIP, Appendix A 6-Year TIP 2025-2030				
<b>SUMMARY STATEMENT:</b>				
<p>The adoption of the 6-Year Transportation Improvement Plan (TIP) is a requirement by state law provided under at RCW 35.77.010 that, pursuant to one or more hearings, the City Council shall by July 1st of each year prepare and adopt a comprehensive transportation program (Transportation Improvement Program) for the ensuing six calendar years.</p> <p>The Growth Management Act requires (RCW 36.70A.070) that the City of Orting Comprehensive Plan include a transportation element that is consistent with the City's 6-year Transportation Improvement Program.</p> <p>The City's adopted comprehensive plan as the Transportation Appendix, Orting 2040 Transportation Plan, incorporates by reference the updated Transportation Improvement Program as part of the Transportation Element of the Comprehensive Plan.</p> <p>The City Council reviews the 6-Year TIP annually and holds a public hearing to obtain citizen input on the Program.</p> <p>Appendix A, the 6-Year TIP, is adopted by reference in the City of Orting Municipal Code</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To adopt Resolution No. 2024-13; a resolution of the City of Orting, Washington, adopting the 2025-2030 6-year Transportation Improvement Program.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2024-13**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, ADOPTING THE 2025-2030 6-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM.**

**WHEREAS**, state law provides at RCW 35.77.010 that, pursuant to one or more hearings, the City Council shall by July 1<sup>st</sup> of each year prepare and adopt a comprehensive transportation program (Transportation Improvement Program) for the ensuing six calendar years; and

**WHEREAS**, the Growth Management Act requires (RCW 36.70A.070) that the City of Orting Comprehensive Plan include a transportation element consistent with the City's six-year Transportation Improvement Program; and

**WHEREAS**, the City's adopted comprehensive plan as the Transportation Appendix, Orting 2040 Transportation Plan incorporates by reference the updated Transportation Improvement Program as part of the Transportation Element of the Comprehensive Plan; and

**WHEREAS**, the City Council reviews annually the Six-Year Transportation Improvement Program, and conducts a public hearing to obtain citizen input on the Program; and

**WHEREAS**, the City duly noted and conducted a public hearing regarding amendments and updates to the Transportation Improvement Program on **June 26, 2024**; and

**WHEREAS**, the City Council desires to adopt the City's 2025-2030 Six-Year Transportation Improvement Program following such annual review;

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

Section 1. 2025-2030 Six-Year Transportation Improvement Program Adopted. The City of Orting hereby adopts the 2025-2030 Six-Year Transportation Improvement Program, attached hereto as **APPENDIX "A"** and by this reference fully incorporated herein. Said Transportation Improvement Program is adopted with an effective date of July 1, 2024 and the appendix to the Transportation element of the City of Orting Comprehensive Plan is amended, as provided therein, to include the updated 2025-2030 Transportation Improvement Program.

Section 2. Submittal to Secretary of Transportation. The Mayor is requested to direct the City Administrator to forward the adopted Transportation Improvement Program to the Secretary of Transportation as required by RCW 35.77.010(3).

**PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON,  
AT A REGULAR MEETING THEREOF ON THE 26<sup>th</sup> DAY OF JUNE, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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Charlotte Archer, City Attorney

Passed by the City Council:  
Resolution No.:

EXHIBIT "A"

*Six-Year Transportation Improvement Program; 2025-2030*



# NOTICE OF PUBLIC HEARING

Notice is hereby given that the Orting City Council will be conducting a public hearing during their regular City Council meeting on June 26th, 2024 at 7:00pm, or as soon thereafter as possible to consider the following:

## **2025-2030 6-Year Transportation Improvement Plan (TIP)**

All members of the public may provide testimony during the public hearing in person, via the platform Zoom, or they may submit written comments prior to the public hearing. To join the meeting via Zoom:

Zoom link: <https://us06web.zoom.us/j/81589323708?pwd=P4oa2uZCm3HpOXggUuCCK1im7iDOQL.1>

Meeting ID: 815 8932 3708

Passcode: 563135

Want to dial in from a phone?

[+1 253 215 8782 US \(Tacoma\)](tel:+12532158782)

Written comments may be submitted to the Clerk's office no later than 3:00 pm. on June 26th, 2024 otherwise, comments must be made at the hearing.

Send comments to Kim Agfalvi, City Clerk, at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) or at 360-893-9008.

Posted: June 13<sup>th</sup>, 2024

Published: June 13<sup>th</sup>, 2024



## **June 26 2024 Council Meeting**

### **Claims Vouchers**

Claims voucher list dated June 26, 2024 which includes voucher number 56011 through 56058 in the amount of \$ 275,075.47 & electronic fund transfers in the amount of \$ 12,352.12 for a grand total of \$ 287,427.59

### **Payroll Voucher**

Payroll check numbers 24251 through 24252 in the amount of \$ 11,870.01 electronic deposit transmissions in the amount of \$ 203,302.55 for a grand total of \$ 215,472.56 for the period covering June 1-15 2024.

**WARRANT/CHECK REGISTER**

City of Orting

Time: 16:33:51 Date: 06/18/2024

06/13/2024 To: 06/26/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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VOUCHER/WARRANT REGISTER  
 FOR 6-26-2024 COUNCIL  
 CLAIMS/PAYROLL VOUCHER APPROVAL  
 CITY OF ORTING

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

COUNCILPERSON: \_\_\_\_\_

COUNCILPERSON: \_\_\_\_\_

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

## WARRANT/CHECK REGISTER

City of Orting

Time: 16:33:51 Date: 06/18/2024

06/13/2024 To: 06/26/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3369	06/13/2024	Claims	631	56011	Agfalvi, Kim	342.84	JUNE2024-402 Reimbursement for meals & Mileage-AWC Annual Conference
3458	06/18/2024	Claims	631	56012	Punzalan, Shawna	265.60	402 Reimbursement for meals & Mileage-AWC Annual Conference; 405- Reimbursement for Civil Service Supplies
3459	06/18/2024	Claims	631	56013	Punzalan, Shawna	195.64	402-2 Reimbursement for meals & Mileage-AWC Annual Conference;
3481	06/18/2024	Claims	631	56014	1st Chance Towing & Recovery	742.50	3513-Towing of the Street Sweeper for Repairs
3482	06/18/2024	Claims	631	56015	AT&T Mobilty	3,049.68	287309454338X06042024-City Cell Phones; 287300949706X06042024-Police & Court Cell Phones
3483	06/18/2024	Claims	631	56016	Associated Petroleum Products INC	2,874.92	24-114777-Fuel
3484	06/18/2024	Claims	631	56017	Big J'S Outdoor Store	480.41	JUNE2024-405
3485	06/18/2024	Claims	631	56018	Cabot Dow Associates INC	1,334.00	Installment Invoice #2-2024 Compensation Study Project-Non Represented Positions
3486	06/18/2024	Claims	631	56019	Capital One Trade Credit	140.14	I45863/3-Landscape Rake & Shovel WO11894
3487	06/18/2024	Claims	631	56020	CenturyLink-Lumen	3,933.80	692229397-June 2024-City Hall & PW Internet
3488	06/18/2024	Claims	631	56021	Charchenko, Danielle	170.45	MAY2024-507-Mileage Reimbursement-Professional Development-University of Puget Sound
3489	06/18/2024	Claims	631	56022	Cintas Corporation #461	686.70	4195046831-Uniform Services; 4195773719-Uniform Services
3490	06/18/2024	Claims	631	56023	Consolidated Supply	8,034.15	S011940369.001-Stock for Water Department-Ball Curb-Meter Setter
3491	06/18/2024	Claims	631	56024	Core & Main LP	54,259.44	V021757-Water Meters & Antenna Assemblies
3492	06/18/2024	Claims	631	56025	Crystal & Sierra Springs	483.06	5225720 061524-Water for Public Works
3493	06/18/2024	Claims	631	56026	Cues, INC	1,113.43	T21767-Software & Basic Support-Handling Changes
3494	06/18/2024	Claims	631	56027	Culligan Seattle WA	54.84	0807279-Water for Police Departement
3495	06/18/2024	Claims	631	56028	Data Bar	2,493.46	266959-Utility Statement Mailings; 265779-Water Quality Report
3496	06/18/2024	Claims	631	56029	Department of Enterprise Services-	610.00	7114616-Proofreading-For Professionals
3497	06/18/2024	Claims	631	56030	Drain-Pro INC	2,110.30	128710-Sanican Service-Cemetery; 128711-Sanican Service-101 Washington AVE N; 128712-Sanican Service-Main Park; 128713-Sanican Service-Main Park; 128714-Sanican Service-Public Works Shop; 128715-Sanic
3498	06/18/2024	Claims	631	56031	Elder, Jacob	106.00	10-Jun-24-PSI Testing Exam-WA Water Dist MGR1-Reimbursement
3499	06/18/2024	Claims	631	56032	Flock Group Inc	36,682.50	INV-41008-Cameras & Services

## WARRANT/CHECK REGISTER

City of Orting

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06/13/2024 To: 06/26/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3500	06/18/2024	Claims	631	56033	GMP Consultants LLC	1,425.05	24-583 Community Development Director Background Check; 24-451 Community Development Director Ad Tables
3501	06/18/2024	Claims	631	56034	Galls LLC	1,872.16	028019585-Remove & Added Patches; 028048004-Uniform Items-Jumpsuit-Mitchels; 028123023-Uniform Items for Kenyon-Cap & Jacket
3502	06/18/2024	Claims	631	56035	H D Fowler Company	696.33	08181178-Repair Clamp-Pack Joint
3503	06/18/2024	Claims	631	56036	Harrington's Janitorial	950.00	4433-Carpet Cleaning-Public Works
3504	06/18/2024	Claims	631	56037	Inslee, Best, Doezie & Ryder, P.S	13,896.23	419110-May2024 Attorney Expenses
3505	06/18/2024	Claims	631	56038	Jennings Equipment Inc	130.23	52317P-Cushion-FA1046
3506	06/18/2024	Claims	631	56039	LN Curtis & Son	1,338.89	INV832272-Uniform Items-Kenyon-Shirt-Pants-Belt-Pouch; INV834036-Uniform Items for Officer Kidwell; INV833911-Uniform Items for Officer Kidwell
3507	06/18/2024	Claims	631	56040	Law Offices of Matthew J Rusnak	4,414.00	457-May2024 Public Defender; 458-June-2024 Public Defender
3508	06/18/2024	Claims	631	56041	Lemay Mobile Shredding	68.95	48448835185-Shredding Services-Police
3509	06/18/2024	Claims	631	56042	National Construction Rentals	957.00	30052995-7465652-Rental Fence for Charter Park Restrooms
3510	06/18/2024	Claims	631	56043	Nisqually Indian Tribe	4,252.50	39571-Incarceration-Booking & Jail Fees-APR 2004; 39944-Jail Fees May 2024
3511	06/18/2024	Claims	631	56044	P.C. Budget & Finance	6,226.18	CI-352754 C-104188 Animal Control-May 2024; CI-352741 C-104188 Jail Fees-May 2024; CI-352657 C-104188 Franchise Billing For Location of Water Lines; CI-352601C-104188 Franchise Billing For Location o
3512	06/18/2024	Claims	631	56045	Parametrix	78,977.38	54654-Whitehawk BLVD Extension; 56079-Main Parks Phase 1-Meetings, Permitting Support; 54174-Main Parks Phase 1-Meetings, Permitting Support; 56078-Water System Plan Update-WSP Project MGT; 56077-Cali
3513	06/18/2024	Claims	631	56046	Pierce Conservation District	3,268.76	3113-District Professional Service-Department of Ecology
3514	06/18/2024	Claims	631	56047	Public Safety Testing	385.00	2024-159 PST Candidate Agency Test
3515	06/18/2024	Claims	631	56048	Puget Sound Energy	13,469.54	220028112518-MAY24 Street Lights; 200019646914-MAY2024 Street Light; 300000002406-MAY2024 Street Lights; 200010396543MAY2024-North Park; 200001248539MAY2024-Lahar Siren; 220020534461MAY2024-Public Wor

## WARRANT/CHECK REGISTER

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06/13/2024 To: 06/26/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3516	06/18/2024	Claims	631	56049	Purcor Pest Solutions	149.94	11575004-Pest Control 110 Train St SE
3517	06/18/2024	Claims	631	56050	Puyallup, City of	3,309.82	1783-Emergency Mangement Fees APR2024; 1796-10046 May2024 Jail & Medical Fees
3518	06/18/2024	Claims	631	56051	S&S Tire Service INC	672.02	1-155103-IR Compressor Tires FA1037; 1-155102 2-Tires for 2015 F350-61026D
3519	06/18/2024	Claims	631	56052	SCORE	5,804.16	7907-May 2024 Jail Fees
3520	06/18/2024	Claims	631	56053	Sunset Ford	92.55	FCS337206-2018 Ford Interceptor-Oil Change 44448
3521	06/18/2024	Claims	631	56054	UniFirst Corporation	279.20	2220107625-Uniform Item-Protective Service; 2220109538-Uniform Item-Protective Service
3522	06/18/2024	Claims	631	56055	Usabluebook	693.37	INV00385860-Phosphate Buffer W/Magnesium Chloride; INV00382644-Wash Bottles
3523	06/18/2024	Claims	631	56056	Utilities Underground Location Center	110.88	4050204-Locates-May 2024
3524	06/18/2024	Claims	631	56057	Wex Bank	2,159.47	97700123-Fuel
3525	06/18/2024	Claims	631	56058	Wilson Engineering	9,312.00	18850-Class A Solids Handling Design
						91,122.53	
						66,359.40	
						60.11	
						9,711.89	
						78,122.71	
						18,808.37	
						10,890.46	
						275,075.47	Claims: 275,075.47

**WARRANT/CHECK REGISTER**

City of Orting

Time: 13:24:22 Date: 06/18/2024

06/13/2024 To: 06/26/2024

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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**VOUCHER/WARRANT REGISTER**  
**FOR 6-26-2024 COUNCIL**  
**CLAIMS/PAYROLL VOUCHER APPROVAL**  
**CITY OF ORTING**

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

COUNCILPERSON: \_\_\_\_\_

COUNCILPERSON: \_\_\_\_\_

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

## WARRANT/CHECK REGISTER

City of Orting

Time: 13:24:22 Date: 06/18/2024

06/13/2024 To: 06/26/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3464	06/18/2024	Claims	1	EFT	Keybank-MasterCard	5,049.92	5423-MAY2024 MasterCard-Public Works
		APs/Invoices	Amount	PO	For		
		1931	5,049.92		5423-MAY2024 MasterCard-Public Works		
		5423-MAY2024 M	5,049.92		5423-MAY2024 MasterCard-Public Works		
3465	06/18/2024	Claims	1	EFT	Keybank-MasterCard	2,201.44	4225-MAY2024-MasterCard-Daskam
		APs/Invoices	Amount	PO	For		
		1932	2,201.44		4225-MAY2024-MasterCard-Daskam		
		4225-MAY2024-M	2,201.44		4225-MAY2024-MasterCard-Daskam		
3466	06/18/2024	Claims	1	EFT	Keybank-MasterCard	86.99	7626-MAY2024-MasterCard-Wetzel
		APs/Invoices	Amount	PO	For		
		1933	86.99		7626-MAY2024-MasterCard-Wetzel		
		7626-MAY2024-M	86.99		7626-MAY2024-MasterCard-Wetzel		
3467	06/18/2024	Claims	1	EFT	Keybank-MasterCard	700.96	1397-MAY2024 MasterCard-Turner
		APs/Invoices	Amount	PO	For		
		1934	700.96		1397-MAY2024 MasterCard-Turner		
		1397-MAY2024-M	700.96				
3468	06/18/2024	Claims	1	EFT	Keybank-MasterCard	19.67	8502-MAY2024-MasterCard-Police
		APs/Invoices	Amount	PO	For		
		1935	19.67		8502-MAY2024-MasterCard-Police		
		8502-MAY2024-M	19.67		8502-MAY2024-MasterCard-Police		
3469	06/18/2024	Claims	1	EFT	Keybank-MasterCard	15.32	1513-MAY2024 MasterCard-Kainoa
		APs/Invoices	Amount	PO	For		
		1936	15.32		1513-MAY2024 MasterCard-Kainoa		
		1513-MAY2024 M	15.32		1513-MAY2024 MasterCard-Kainoa		
3470	06/18/2024	Claims	1	EFT	Keybank-MasterCard	22.93	2462-MAY2024-MasterCard-Russo
		APs/Invoices	Amount	PO	For		
		1937	22.93		2462-MAY2024-MasterCard-Russo		
3471	06/18/2024	Claims	1	EFT	Keybank-MasterCard	7.56	4499-MAY2024-MasterCard-Bielka
		APs/Invoices	Amount	PO	For		
		1938	7.56		4499-MAY2024-MasterCard-Bielka		
		4499-MAY2024 M	7.56		4499-MAY2024-MasterCard-Bielka		
3472	06/18/2024	Claims	1	EFT	Keybank-MasterCard	857.65	0525-MAY2024-MasterCard-Agfalvi

## WARRANT/CHECK REGISTER

City of Orting

Time: 13:24:22 Date: 06/18/2024

06/13/2024 To: 06/26/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		APs/Invoices	Amount	PO	For		
	1939		857.65		0525-MAY2024-MasterCard-Agfalvi		
	0525-MAY2024-M		857.65		0525-MAY2024-MasterCard-Agfalvi		
3473	06/18/2024	Claims	1	EFT	Keybank-MasterCard	610.55	3589-MAY2024-MasterCard-Alfiere
		APs/Invoices	Amount	PO	For		
	1964		610.55		3589-MAY2024-MasterCard-Alfiere		
	3589-MAY2024-M		610.55		3589-MAY2024-MasterCard-Alfiere		
3474	06/18/2024	Claims	1	EFT	Keybank-MasterCard	1,338.22	1820-MAY2024-MasterCard-Gabreluk
		APs/Invoices	Amount	PO	For		
	1966		1,338.22		1820-MAY2024-MasterCard-Gabreluk		
	1820-MAY2024-M		1,338.22		1820-MAY2024-MasterCard-Gabreluk		
3475	06/18/2024	Claims	1	EFT	Keybank-MasterCard	719.21	7675-MAY2024 MasterCard-Kenyon
		APs/Invoices	Amount	PO	For		
	1967		719.21		7675-MAY2024 MasterCard-Kenyon		
	7675-MAY2024 M		719.21		7675-MAY2024 MasterCard-Kenyon		
3476	06/18/2024	Claims	1	EFT	Keybank-MasterCard	721.70	6607-MAY2024-MasterCard-Finance
		APs/Invoices	Amount	PO	For		
	1968		721.70		6607-MAY2024-MasterCard-Finance		
	6607-MAY2024-M		721.70				
						4,690.58	
						517.62	
						251.75	
						954.41	
						4,723.99	
						1,213.77	
						12,352.12	Claims: 12,352.12



**WARRANT/CHECK REGISTER**

City of Orting

Time: 16:02:20 Date: 06/18/2024

06/13/2024 To: 06/26/2024

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3457	06/18/2024	Payroll	1	EFT	Washington State Support Registry	467.50	Pay Cycle(s) 06/20/2024 To 06/20/2024 - Support Registry
3451	06/18/2024	Payroll	631	24251	LEOFF Health and Welfare Trust	11,510.01	Pay Cycle(s) 06/20/2024 To 06/20/2024 - LEOFF Medical
3452	06/18/2024	Payroll	631	24252	Orting Police Guild	360.00	Pay Cycle(s) 06/20/2024 To 06/20/2024 - Police Guild Dues
						95,845.36	
001 Current Expense						8,781.97	
101 City Streets						1,608.77	
104 Cemetery						8,034.95	
105 Parks Department						38,541.76	
401 Water						40,153.45	
408 Wastewater						22,506.30	
410 Stormwater							

215,472.56 Payroll: 215,472.56

**VOUCHER/WARRANT REGISTER  
FOR 6-26-2024 COUNCIL  
CLAIMS/PAYROLL VOUCHER APPROVAL  
CITY OF ORTING**

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

COUNCILPERSON: \_\_\_\_\_

COUNCILPERSON: \_\_\_\_\_

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

**COUNCILMEMBERS**

- Position No.
- 1. Tod Gunther
- 2. Chris Moore
- 3. Don Tracy
- 4. Jeff Sproul
- 5. Stanley Holland
- 6. Greg Hogan
- 7. Melodi Koenig



**ORTING CITY COUNCIL**  
 Regular Business Meeting Minutes  
 Study Session Meeting Minutes  
 104 Bridge Street S, Orting, WA  
 Zoom – Virtual  
 June 12th 2024  
 7:00 p.m.

**Regular Business Meeting - Mayor Joshua Penner, Chair.**

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

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

**Councilmembers present:** Councilmembers Chris Moore, Jeff Sproul, Stanley Holland, Greg Hogan, Melodi Koenig and Deputy Mayor Gunther.

**Absent:** Councilmember Tracy.

*Councilmember Koenig made a motion to excuse Councilmember Tracy. Seconded by Councilmember Sproul.*

*Motion passed (6-0).*

**Staff present:** City Administrator Scott Larson, City Clerk Kim Agfalvi, Finance Director Gretchen Russo, City Attorney Charlotte Archer, Acting Public Works Director/Public Works Superintendent Ryan McBee, Engineer JC Hungerford, Police Chief Devon Gabreluk.

**Executive:** Mayor Penner.

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

No requests were made.

**3. PUBLIC COMMENTS.**

No public comments were made.

**4. PRESENTATION.**

**A. Vision 2050 Award Plaque Presentation – Puget Sound Regional Council.**

Josh Brown from the Puget Sound Regional Council presented the City of Orting with the Vision 2050 award for the Orting Emergency Evacuation Bridge.

**5. CONSENT AGENDA.**

**A. Claims Voucher.**

Claims voucher list dated June 12th, 2024 which includes voucher numbers 55964 through 56010 in the amount of \$313,164.01, electronic fund transfers in the amount of \$0.00 for a grand total of \$313,164.01.

**B. Payroll Voucher.**

Payroll check numbers 24246 through 24250 in the amount of \$45,818.29, electronic deposit transmissions in the amount of \$206,798.42 for a grand total of \$252,616.71 for the period covering May 16th, 2024 to May 31st, 2024.

**C. Meeting Minutes - Meeting minutes of May 29<sup>th</sup>, 2024.**

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

*Next Regular Meeting: June 26th, 2024*

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

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

## **Study Session Meeting – Deputy Mayor Tod Gunther, Chair**

### **6. COMMITTEE REPORTS.**

#### **A. Public Works - CM Moore & CM Koenig.**

- Public Works Committee goals.
- Project updates from Engineer JC Hungerford.
- Water Resource Recovery Facility upgrade update.
- Transportation Improvement budget.
- Building Department monthly report.

#### **B. Public Safety - CM Tracy & CM Holland.**

- Automated School Zone Enforcement update.
- EPIC Emergency Management Interlocal Agreement.
- Public Safety Committee goals.
- Speed display signs.
- 2024 Arrive Alive event.
- SWAT ILA Amendment.
- Monthly statistics.

#### **C. Community and Government Affairs - CM Hogan & CM Sproul.**

- Murrey's Franchise agreement update.
- All other items discussed are on the agenda for discussion.

### **7. STAFF REPORTS.**

#### **Police.**

Police Chief Devon Gabreluk briefed on the following:

- Hiring update.
- Monthly EPIC meeting was hosted at the City of Orting.
- Speed Zone camera progress update.

#### **Public Works.**

Acting Public Works Director/Public Works Superintendent Ryan McBee briefed on the following:

- Water use efficiency report results.
- Wastewater will raise manholes in Carbon River levee area to help mitigate stormwater inflow into the system.
- Stormwater source control inspections are nearing completion for the year.
- NPDES permit cycle beginning in July 2024 with tighter requirements over the upcoming years.
- Request for bids for crack sealing has been posted with a due date of June 26<sup>th</sup>, 2024.
- June 26<sup>th</sup>, 2024 preconstruction meeting for Orting Emergency Evacuation Bridge and tentative timeline for start of construction.

## **Clerk.**

City Clerk Kim Agfalvi briefed on the following:

- Upcoming Events.
- Upcoming summer activities.
- Clerk School update.

## **Administration.**

City Administrator Scott Larson briefed on the following:

- AWC Annual conference update.
- Comprehensive Plan update and working with Planning Commission.
- Recreational Vehicle code.
- Code enforcement officer update.

## **Finance.**

Finance Director Gretchen Russo briefed on the following:

- Budget department meetings are beginning for 2025 budget.

## **Executive.**

Mayor Penner briefed on the following:

- AWC Annual Conference update.
- Councilmember Sproul will be attending a Municipal Budgeting and Fiscal Management workshop in August in Wenatchee.
- Councilmember Sproul and Mayor Penner are participating in a Collaborative Elected Leaders Institute which works with peers on leadership ideas as part of a multijurisdictional team.

## **8. AGENDA ITEMS.**

### **A. AB24-17 – Safe Parking – CGA Committee.**

Councilmember Hogan briefed on proposed recommendations prepared by Councilmember Sproul with regards to safe parking along with items recommended by the committee to include 6ft privacy fencing, further defining the term “secular” and mirroring secular and religious guidelines as close to each other as possible, specific timelines for progress reports on sites utilizing safe parking and guidelines on publicizing to the public the intent to start a safe parking site. Council discussion followed.

**Action:** Move item forward to Planning Commission for consideration.

### **B. AB24-47 – Transportation Benefit District (TBD) Funding Alternatives – Public Works Committee.**

Councilmember Moore briefed that the Public Works Committee had been discussing TBD funding and was exploring possibly adding a ten- or twenty-dollar car tab fee to vehicle licensing renewals and registrations as a funding source and stated that the committee was also looking for alternative funding options. He stated that committee wanted to bring the item before Council for discussion and consideration. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 as a standalone item.

### **C. AB24-60 – Orting Emergency Evacuation Bridge Construction Management Contract – Public Works Committee.**

Councilmember Moore briefed on the proposed construction management contract with Parametrix to provide pre-construction services, construction management services, and related services in the amount of \$1,075,210.54 for the Orting Emergency Evacuation Bridge. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 as a consent agenda item.

**9:08pm - Deputy Mayor Gunther recessed the meeting for 15 minutes for a break.**

**9:23pm – Deputy Mayor Gunther resumed the meeting.**

**D. AB24-48 – Stormwater Plan Scope and Budget – Public Works Committee.**

Councilmember Moore briefed on the proposed stormwater plan scope and budget and stated that this is an update of the 2010 plan and incorporates necessary adjustments to comply with regulatory standards and also addresses contemporary stormwater management needs. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 as a consent agenda item.

**E. AB24-50 – Compensation Wage Study – CGA Committee.**

Councilmember Hogan briefed on the proposed compensation wage study that was completed by Cabot Dow and Associates and Councilmember Sproul briefed that the study was completed at the request of the Council at the end of 2023 to complete the study and review wages for non-represented employees. Finance Director Gretchen Russo stated that the 2024 budget has budget capacity for the recommended wages being presented. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 combined with the budget amendment for summer recreation staffing as a standalone item.

**F. AB24-58 – Compensation Policy – CGA Committee.**

Councilmember Hogan briefed on the proposed compensation policy and stated the policy would provide further guidelines and clarification of how and why salaries and wages are calculated and presented in the Mayor's draft budget. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 as a consent agenda item.

**G. AB24-54 – Budget Amendment Summer Recreation Staffing – CGA Committee.**

Councilmember Hogan briefed on the proposed budget amendment to provide summer recreation staffing for the Parks and Recreation program and stated this would add summer recreation position as employees and not subcontractors. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 combined with the budget amendment for staff wage increases as a standalone item.

**H. AB24-55 – Grant Policy Review – CGA Committee.**

Councilmember Hogan briefed on the proposed grant policy and stated that staff has added in verbiage on the grant application that would need to be acknowledged by the recipient that they would be required to report back to the City the use of the grant funds in the manner set forth in the contract signed when receiving funds. Council discussion followed.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 as a consent agenda item.

**I. AB24-56 – RCO Grant Application Authorization – CGA Committee.**

Councilmember Hogan briefed on the RCO Grant Authorization and stated staff is applying for a grant through the Recreation Conservation Office (RCO) office and need Council authorization to move forward in the grant process. Council discussion followed.

***Councilmember Hogan made a motion to approve the RCO Grant authorization as presented.  
Seconded by Councilmember Koenig.***

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

**J. AB24-57 – 6-Year Transportation Improvement Plan (TIP) – Public Works Committee.**

Councilmember Moore briefed on the Transportation Improvement Plan for 2025-2030 and stated the committee recommended moving the item forward to regular business meeting on June 26<sup>th</sup>, 2024 for a public hearing and Council consideration.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 for public hearing a possible Council vote.

**K. AB24-59 – EPIC Emergency Management Interlocal Agreement – Public Safety Committee.**

Councilmember Holland briefed on the EPIC Emergency Management Interlocal agreement amendment and stated that the amendment adds language that authorizes the City of Puyallup to make resource requests for emergency equipment/supplies with the County/State on behalf of other EPIC agencies during emergencies when requested and also adds the Town of South Prairie to the ILA as a signatory agency. Chief Gabreluk briefed that the interlocal agreement also adds an updated cost-sharing schedule for signatory agencies due to the addition of South Prairie.

**Action:** Move forward to regular business meeting on June 26<sup>th</sup>, 2024 as a consent agenda item.

**L. AB24-61 – Fisk Road Easement – Administration.**

City Administrator Scott Larson stated that staff received an inquiry from a potential property buyer agent and seller agent representing parties selling and buying a parcel on Fisk Road adjacent to our Harman Springs site. He briefed the potential buyer would need an easement from the City to access the parcel as it is currently landlocked and stated the request is a proprietary City function and is within the Council’s purview to grant access. City Administrator Larson stated that the City would need to work with the engineer on a risk analysis as the parcel is adjacent to a City water source. Council discussion followed.

**Action:** By consensus Council decided to not move the item forward.

**9. EXECUTIVE SESSION.**

City Attorney Charlotte Archer stated that the meeting would be entering into an executive session per RCW 42.30.110(1)(i), pertaining to litigation or proposed legal risk of a proposed action when public discussion would have adverse legal or financial consequences, for twenty minutes, with possible action to follow.

Executive session began at 10:29pm.

Executive session extended for 5 minutes at 10:49pm.

Executive session extended for 5 minutes at 10:54pm.

Executive session ended at 10:59pm.

***Councilmember Koenig made a motion to authorize the mayor to execute a settlement agreement with the property owners of 702 Kansas St SW in a form authorized by the City Attorney. Seconded by Councilmember Hogan.***

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

City Attorney Charlotte Archer stated that the meeting would be entering into an executive session per RCW 42.30.110(1)(i), pertaining to litigation or proposed legal risk of a proposed action when public discussion would have adverse legal or financial consequences, for twenty minutes, with no action to follow.

Executive session began at 11:01pm.

Executive session extended for 20 minutes at 11:21pm.  
Executive session extended for 20 minutes at 11:41pm.  
Executive session at extended for 10 minutes at 12:01am.  
Executive session extended for 5 minutes at 12:06am.  
Executive session extended for 5 minutes at 12:11am.  
Executive session extended for 5 minutes at 12:16am.  
Executive session ended at 12:19am.

**10. ADJOURNMENT.**

Deputy Mayor Gunther adjourned the meeting at 12:19am.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, CMC, City Clerk



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  City of Orting Emergency Evacuation Bridge Construction Management Contract.	<b>AB24-60</b>	Public Works Committee	<b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
		<b>6.2.2024</b>		
	<b>Department:</b> Public Works Department			
	<b>Date Submitted:</b> <b>6.5.2024</b>			
	<b>Cost of Item:</b> \$ 1,075,210.54			
<b>Amount Budgeted:</b>		N/A		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		N/A		
<b>Timeline:</b>		Q3 2024 - Q1 2025		
<b>Submitted By:</b>		Ryan McBee and Marshall Maurer, Public Works Dept.		
<b>Fiscal Note:</b> Cost will be covered by State Grant				
<b>Attachments:</b> Parametrix – City of Orting Emergency Evacuation Bridge SR 162 Pedestrian Crossing Project Scope of Work				
<b>SUMMARY STATEMENT:</b>  The City of Orting seeks approval to enlist the services of Parametrix, Inc., to provide pre-construction services (PCS) construction management services (CM), and related services during construction (SDC). These services intend to assist the City as a single point of contact in administering the contract for construction, monitoring the performance of the Construction Contractor (“Contractor”) and verifying that the Contractor’s work is in substantial compliance with the contract documents, standards, and schedule. These services assume the City will contract directly with the Contractor for the construction project work. The City will be involved in the construction process to make decisions, provide approvals, and perform other actions as needed for completion of construction.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>  To approve the Parametrix Emergency Evacuation Bridge Construction Management Scope and Budget in an amount not to exceed \$1,075,210.54.				



### City of Orting Orting Emergency Evacuation Bridge SR 162 Pedestrian Crossing Project

## Introduction

Parametrix, Inc. (CONSULTANT) will provide Pre-Construction Services (PCS), Construction Management (CM) Services, and Services during Construction (SDC). These services are intended to assist the City of Orting as the single point of contact in administering the contract for construction, monitoring the performance of the Construction Contractor (“Contractor”), and verifying that the Contractor’s work is in substantial compliance with the contract documents. These services are based upon the understanding that the CITY OF ORTING will contract directly with the Contractor for the construction project work. The CITY OF ORTING will be involved in the construction process to make decisions, provide approvals, and perform other actions as needed for completion of construction. These services are also based upon the CITY OF ORTING executing a contract for construction with the Contractor that is consistent with the PARAMETRIX Agreement and with these services, and which provides the requisite authority for PARAMETRIX to fulfill its responsibilities.

## Period of Performance

The services under this scope of services will commence upon the receipt of a Notice to Proceed and extend through **June 30, 2026**. CONSULTANT’s ability to meet this schedule is contingent upon the Contractor’s activities. Services performed after **June 30, 2026**, will be considered Additional Services, and will require written authorization and an amendment to this contract from the CITY OF ORTING.

## Task 01 – Project Management and Coordination

### 1.1 General Project Management

This task includes overall project management of CONSULTANT’s contract with the City of Orting including the following:

- *Project Planning* – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordination of project team and issues throughout the project.
- *Construction Management Plan (CMP)* – Develop CMP to define CM team roles, responsibilities, levels of authority, and communication plan.
- *Site Specific Safety Plan (SSP)* – Develop site specific safety plan for CM team.
- *Budget and Schedule Tracking* – Track the project budget using CONSULTANT’s in-house tools to verify that progress is keeping pace with spending.
- *Monthly Progress Reports* – Prepare monthly progress reports for distribution to the CITY OF ORTING. Prepare a monthly invoice for services performed by PARAMETRIX and its subconsultants (if applicable).

- *Correspondence* – Prepare written correspondence as needed to document project management issues and/or concerns.
- *Quality Assurance/Quality Control* – Perform independent quality assurance/quality control review of key deliverables by senior staff.

### **Deliverables**

- Monthly Progress Reports (24 reports assumed based on contract end date specified above).

### **Assumptions**

- The presence or duties of CONSULTANT’s personnel at a construction site, whether as onsite representatives or otherwise, do not make PARAMETRIX or CONSULTANT’s personnel in any way responsible for those duties that belong to the CITY OF ORTING and/or the contractors or other entities, and do not relieve the contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

## **Task 02 – Preconstruction Services**

### **2.1 Pre-Construction Conference**

PARAMETRIX shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination, and other procedures; as well as discuss the Contractor’s general work plan and requirements for the project. PARAMETRIX will take minutes or otherwise record the results of this conference and generate the required meeting summary. Prior to pre-construction conference, Parametrix’s Construction Manager will meet with the city to finalize agenda and ensure expectations are aligned.

### **2.2 Record of Materials**

PARAMETRIX shall prepare the Record of Materials for use in this Project.

#### **Deliverables**

- Preparation of Pre-Construction Conference Agenda and Meeting Notes.
- Preparation of Record of Materials.
- Preparation of Submittal Log.

## Task 03 – Construction Engineering Services

### 3.1 Construction Engineering

PARAMETRIX engineering staff will attend the preconstruction conference, up to one (1) weekly construction meeting per month, the punch list walk-through, and provide support during construction.

The following construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include the following:

- Responses to RFIs.
- Materials submittal reviews.
- Design clarifications.
- Prepare for and conduct Pre-activity Meeting for critical items of work (i.e. sewer cutovers, shafts, girders, etc.)
- Working drawing and other submittal reviews.
- Support/review/preparation of change orders.
- Support/review/preparation of monthly progress payments to Contractor.
- Support/assistance for preparation of periodic cost to complete analysis.

### Deliverables

- Submittal reviews.
- Working drawing reviews.
- Pre-activity meeting agendas and meeting minutes.
- Responses to RFIs.

### Assumptions

- The budget estimate includes 4 hours each for the Engineer of Record and Lead Designer to assist in preparation for the preconstruction conference.
- The budget estimate includes 4 hours each for the Engineer of Record and Lead Designer to attend the preconstruction conference.
- The budget estimate includes an estimate of the time necessary to respond to RFIs and address claims of change by the Contractor based on the scope of the work. However, unforeseen conditions and/or the level of experience of the lowest responsible bidder cannot be known and, therefore, services will be provided up to the established budget amount. If additional services and time is needed, an amendment to this contract for Additional Services for Construction Engineering services may be required.

## Task 04 – Construction Documentation Services

### 4.1 Document Management

PARAMETRIX will implement its system and set of procedures for managing, tracking, and storing all relevant documents between the Contractor, CONSULTANT, and CITY OF ORTING produced during the construction and closeout phases of the project that follow the requirements set forth by the CITY OF ORTING. PARAMETRIX and the CITY OF ORTING will agree on what documentation will be provided to the CITY OF ORTING during construction and will provide electronic copies of the documentation.

PARAMETRIX will also implement its procedures for the logging and tracking of all relevant correspondence and documents. PARAMETRIX will assist the CITY OF ORTING in monitoring all outstanding decisions, approvals, or responses required from the CITY OF ORTING.

### 4.2 Project Site Meetings

PARAMETRIX will attend and facilitate weekly meetings with the Contractor and will prepare the minutes/summary of these meetings. Meetings will be a combination of in-person and virtual meetings. Operation specific pre-activity meetings will be conducted concurrently with the weekly meeting when possible.

### 4.3 General CM Support

PARAMETRIX will provide services to assist in administering the contract for construction, monitoring the Contractor's performance, responding to design and technical submittals, and closing out the contract for construction. The services described below are included as part of this task.

### 4.4 Progress Payments

PARAMETRIX will prepare and coordinate with Contractor regarding requests for payment. PARAMETRIX will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. PARAMETRIX shall provide recommendations to the CITY OF ORTING as to the acceptability of the requests. PARAMETRIX will advise the CITY OF ORTING as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. PARAMETRIX has assumed twenty-three (23) requests for payment.

### 4.5 Correspondence and Communications

#### Coordinate Issuance of Changes

PARAMETRIX will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. PARAMETRIX will assist the CITY OF ORTING with negotiations of the proposal and, upon approval by the CITY OF ORTING, prepare final change order documents for execution by the CITY OF ORTING and Contractor. Up to four (4) CITY OF ORTING-initiated change orders have been assumed in this scope of work. If more than four (4) CITY OF ORTING-initiated change orders are requested, an amendment to this contract for Additional Services may be required to cover this additional level of support.

### **Review of Contractor's Requested Changes**

PARAMETRIX shall review all Contractor-requested changes and/or requests for equitable adjustments to the contract for construction. PARAMETRIX will make recommendations to the CITY OF ORTING regarding the acceptability of the Contractor's request and, upon approval of the CITY OF ORTING, assist the CITY OF ORTING in negotiations of the requested change. Upon agreement and approval, PARAMETRIX will prepare final change order documents. Up to four (4) Contractor-initiated or requested change orders have been assumed in this scope of work. If more than four (4) Contractor-initiated change orders are submitted, an amendment to this contract for Additional Services may be required to cover this additional level of support.

### **Claims and Disputes**

PARAMETRIX will receive, log, and notify the CITY OF ORTING about all letters and notices from the Contractor concerning claims or disputes between the Contractor and CITY OF ORTING pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. PARAMETRIX will review all such letters and notices and will discuss this correspondence with the Contractor to understand each such claim or dispute. PARAMETRIX will advise the CITY OF ORTING regarding the Contractor's compliance with the contract requirements for such claims and disputes. PARAMETRIX will assist the CITY OF ORTING in discussions with the Contractor to resolve claims and disputes.

### **Contractor's Schedule Submittal**

PARAMETRIX will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. PARAMETRIX will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. PARAMETRIX will provide comments to the CITY OF ORTING to assist the CITY OF ORTING in taking no exceptions to or other actions on the Contractor's schedule, in accordance with the contract for construction.

### **Contractor's Schedule Updates**

PARAMETRIX will review the Contractor's periodic schedule updates or other schedule submissions. PARAMETRIX will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. PARAMETRIX will provide comments to the CITY OF ORTING regarding the updates or other submissions.

### **Effect of Change Orders**

PARAMETRIX will review information submitted by the Contractor regarding the effect of proposed or issued change orders upon the construction schedule, duration, and completion date. PARAMETRIX will advise the CITY OF ORTING as to the potential impact of proposed or issued change orders. PARAMETRIX will assist the CITY OF ORTING in discussions with the Contractor concerning the potential impact of proposed or issued change orders.

## **Deliverables**

- Twenty-three (23) Draft Requests for Payment (Excel Format).
- Up to four (4) CITY OF ORTING-initiated change order packages with correspondence, documentation, and back-up (MS Word/Excel Format).
- Up to four (4) Contractor-initiated change order packages with correspondence, documentation, and back-up (MS Word/Excel Format).

- Weekly Construction Meeting Agendas and Minutes (MS Word or .pdf Format).

**Assumptions**

- It is assumed that no more than four (4) change orders will be submitted by the Contractor during the CONSULTANT’s period of performance. PARAMETRIX will not issue decisions on Contractor claims or disputes. PARAMETRIX will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor’s claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
- It is assumed that no more than four (4) change orders will be initiated by the CITY OF ORTING during the CONSULTANT’s period of performance. PARAMETRIX will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor’s claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
- CONSULTANT’s review of the CONTRACTOR’s schedule and associated comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

**Task 05 – Construction Observation Services**

The PARAMETRIX will conduct daily onsite observations of the Contractor’s work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept, as reflected in the contract for construction, has been implemented and preserved by the Contractor. PARAMETRIX will provide a Project Manager, Construction Manager, Resident Engineer, Construction Observer, Documentation Specialist, and Material Testing/Special Inspection Services. The CONSULTANT’s Construction Manager will be the primary point of contact during construction for the CITY OF ORTING, property/business owners, and the Contractor. The Resident Engineer will coordinate the preparation of the written field reports, diaries, or other records required for construction observations and transmit them to the Construction Manager for review.

The CONSULTANT’s construction observation staff will prepare daily reports that include daily photographs of the work in progress by the Contractor, which will be made available to the CITY OF ORTING within forty-eight (48) hours. Daily photographs will also document existing conditions that may relate to changed conditions or utility conflicts that are identified.

It is assumed that the CITY OF ORTING will provide observation staff for 200 of the 400 working days specified in the contract. PARAMETRIX will provide observation staff for the other 200 working days. It is assumed that when the city observation staff is providing observation in lieu of PARAMETRIX, city staff will be on site at all times during construction and provide documentation and daily reports as directed by PARAMETRIX’s Construction Manager. PARAMETRIX will coordinate with the city as needed to ensure on-site observation is always present during construction. If city staff is unable or unavailable to provide observation support, then PARAMETRIX will provide this service. If PARAMETRIX daily observation exceeds 200 working days, an amendment to this contract for Additional Services may be required.

**Deliverables**

- Inspector’s Daily Reports.
- Field Note Records.

- Material acceptance documentation.
- Daily Digital Photo Log.

**Assumptions**

- PARAMETRIX Construction observation will be provided up to 200 working days during normal working hours Monday through Friday (8 hours per day). If the Contractor accelerates the schedule, works additional time, extended hours, night shifts, and or weekends, an amendment to this contract for Additional Services may be required to cover this additional level of support.

**Task 06 – Final Inspection and closeout**

PARAMETRIX will assist the CITY OF ORTING in issuing documents for substantial completion and acceptance of the work. PARAMETRIX will provide the CITY OF ORTING with an organized set of project documents and records electronically. PARAMETRIX is not responsible for any unauthorized reuse or alteration of project documents.

**Deliverables**

- Draft Letter of Substantial Completion (MS Word Format).
- Draft Punch List (MS Word Format).
- Draft Letter of Physical Completion (MS Word Format).
- Draft Final Pay Request (MS Word/Excel Format).
- Draft Final Contract Voucher (MS Word Format).
- Draft Notice of Completion of Public Works Contract (MS Word/Excel Format).
- Draft Notice of Final Acceptance/Completion (MS Word Format).

**Assumptions**

- There may be more than one correction list sent to the contractor by CITY OF ORTING, but only one official “Punch List” for the project completion.
- PARAMETRIX will provide Draft letters for completion and closeout. CITY OF ORTING will finalize documents for signature and transmit them to the appropriate party copying the PARAMETRIX with the Final.

**Task 07 –Material Testing and Special Inspection**

PARAMETRIX’s subconsultant, Krazan, will provide Material Testing and Special Inspection Services for this contract. Krazan’s scope and budget is provided as an attachment

Client: City of Orting  
 Project: Emergency Evacuation/Pedestrian Bridge  
 Project No: P1711\_OEEBS

					Joseph R. Merth	Scott D. Spees	Richard A.S. Ireland	John C. Hungerford	Tammy R. Seymour	Alex M. Johnson	Sr. Project Control Specialist: April D. Whittaker
					Sr. Consultant	Inspector	Sr. Consultant	Water Division Manager	Construction Mgr. II	Construction Mgr I	
<b>Burdened Rates:</b>					\$260.00	\$149.31	\$260.00	\$220.00	\$165.00	\$170.00	\$150.00
Task	Description	Labor Dollars	Labor Hours	Multiplier							
01	Project Management	\$21,240.00	128	2.77				24	24		80
02	Pre-Construction Management	\$14,237.24	76	2.78	8	4	8	4	48	4	
03	Construction Engineering	\$61,280.00	248	2.55	160			80			
04	Construction Documentation Services	\$492,400.00	2,540	2.88			740		1200	600	
05	Construction Observation Services	\$380,868.40	2,440	3.36		1640				800	
06	Final Inspection and Close out	\$31,692.40	168	2.95	4	40	40	4	40	40	
<b>Labor Totals:</b>		\$1,001,718.04	5,600		172	1684	796	112	1312	1444	80
<b>Totals:</b>		\$1,001,718.04			\$44,720.00	\$251,438.04	\$206,960.00	\$24,640.00	\$216,480.00	\$245,480.00	\$12,000.00

<b>Subconsultants</b>	
Subconsultant	\$63,442.50
<b>Subconsultants Total:</b>	<b>\$63,442.50</b>

<b>Other Direct Expenses</b>	
Mileage	\$10,050.00
<b>Other Direct Expenses Total:</b>	<b>\$10,050.00</b>

**Project Total** **\$1,075,210.54**





April 30, 2024

KA Proposal No. T24090WAT

**Tammy Seymour**  
PARAMETRIX  
1019 39th Avenue SE Ste 100  
Puyallup, WA 98374

Tel: 253-604-6737  
Email: [TSeymour@parametrix.com](mailto:TSeymour@parametrix.com)

**RE: PROPOSAL FOR CONSTRUCTION TESTING AND INSPECTION SERVICES**  
**Orting Emergency Evacuation Bridge**  
SR 162 @ Rocky Road NE  
Orting, Washington

Dear Ms. Seymour,

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the **Orting Emergency Evacuation Bridge project**.

Certified by the Washington Association of Building Officials (WABO) and accredited by the American Association of State Highway and Transportation Officials (AASHTO), our testing/inspection capabilities, along with our geotechnical engineering and environmental services, allow us to provide our clients with a single source for their project needs.

Again, we appreciate the opportunity to submit this estimate and we believe you will be pleased with the selection of our firm. The following pages include the anticipated scope of work, hourly rates and estimate of costs for our services, general conditions, and contract. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at 253-939-2500.

**The following items are included as an Attachment:**

- Attachment A – Budget Estimate
- Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services (Pages 1 – 4)

Respectfully submitted,

**KRAZAN & ASSOCIATES, INC.**

William B. Throne  
Operations Manager  
[billthrone@krazan.com](mailto:billthrone@krazan.com)

## PROJECT DESCRIPTION

The project as we understand it consists of constructing a new elevated pedestrian bridge across SR 162. The bridge provides a single 112-foot main span across SR 162.

## SCOPE OF WORK

The Scope of Work listed below is based on our review of the plans dated 01/31/2023. Geotechnical recommendations and services are to be provided by others.

**Soil Compaction Testing** – The inspector will periodically observe and monitor placement and compaction of all structural fills during mass grading of site / in building pad / pavement areas. In-place soil densities and moisture contents will be measured using a nuclear densometer to check for compliance with the compaction specifications. Representative samples of the fill soils will be collected for laboratory testing. Samples of on-site and import fill soils will be tested in accordance with ASTM D1557 (Modified Proctor) to determine the maximum compacted unit weight and optimum soil moisture content for use in compaction testing. Additional testing of the soils samples to confirm compliance with the required physical properties may include: Sieve Analysis (coarse and fine); Atterberg Limits; Hydrometer; Sand Equivalent; CBR; Organic Content. Specific tests that are anticipated to be performed are listed in the Budget Estimate.

**Structural Reinforcing Steel Inspection** – The inspector will monitor placement of structural reinforcing steel and embedment's to verify compliance with project requirements for correct size, grade of steel, location, and clearance to forms and/or earthwork.

**Structural Reinforced Concrete Inspection** – The inspector will monitor placement of cast in place concrete to verify adherence to project specifications. Each load, as required, will be checked for proper mix design and adherence to slump requirements. Air content testing is available upon request. Concrete specimens will be cast, transported, and cured as per applicable ASTM requirements. Five (5) cylinders will be cast for each 150 cubic yards of each separate mix design of concrete, or fraction being placed each day.

**Structural Steel Inspection** – The inspector will inspect fabrication (if required) and erection of structural steel members. Inspections at the fabrication plant will include verifying that materials used match the mill tests or affidavits of test reports; that fabrication, welding procedures, surface preparation, and shop painting meet specifications; and that the work in progress conforms to project requirements. The inspector shall visually check fabricated steel delivered to the job to confirm that the work is in compliance with approved shop drawings and shall make any physical tests, measurements, etc., believed to be necessary, and shall witness and report all corrections performed by the steel fabricator. The inspector will verify welding procedures and welder qualifications. Krazan's inspector may be present at all times during steel erection on site. The inspector will also verify weld quality in accordance with American Welding Society (AWS) codes. All welds shall be visually inspected.

For connections using high-strength bolts installed using Load Indicating Washers, Krazan will inspect the surface and bolt type for conformance to plans and specifications prior to the start of bolting and verify the minimum specified bolt tensions visually and by using a feeler gauge on a few bolts in each connection (10 percent or two bolts, whichever is greater).

For connection using high-strength tension control bolts, Krazan will inspect the surface and bolt type for conformance to plans and specifications prior to the start of bolting and will performed visual inspection on 100% of the high-strength bolts for properly installed tension.

Ultrasonic (UT) tests will be performed on 100% of all complete penetration welds and 100% of all partial-penetration column splice welds. UT tests will also be performed where the base metal is thicker than 1-1/2 inches, when subjected to through-thickness weld shrinkage strains. The joint shall be ultrasonically inspected for discontinuities directly behind such welds after joint completion. Magnetic Particle (MP) tests shall be

performed on fillet welds 5/16 inch and larger. The inspector shall perform magnetic particle testing in accordance with ASTM E709 for any questionable welds. Inspections of high strength bolting will be monitored for proper installation and tensioning of all high strength bolts will be verified as per the requirements of the current edition of the "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

**Asphalt Compaction Testing** – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Samples of the asphaltic concrete will be taken every 400 tons of asphalt placed or at least one sample per day for laboratory testing. Laboratory testing will include maximum theoretical density (rice value) and extraction / gradation. Additional laboratory services are available upon request. If request, three (3) cores will be taken after final pavement for pavement thickness evaluation.

**Report Preparation** – Krazan will process both field and laboratory data. A copy of each report will be e-mailed on a weekly basis, as a minimum. As required by the ICC, reports will be distributed to the client, the project architect or engineer and to the building official or as directed by the client. Our inspectors will provide immediate verbal notification of field tests and inspection results to your designated on-site representative and the contractor. The inspector will prepare a written report after each inspection prior to leaving the site. Final reports of field inspections and laboratory analysis will be reviewed by the Krazan project manager before subsequent submittal to the project team members.

**Project Management** – The project manager assigned to this project will track inspection data and costs and provide the project design team with status reports when requested. The project manager will oversee and direct all phases of inspections and supervise and direct all Krazan personnel associated with this project.

## FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with our 2024 standard rate schedule. Based on the scope of work described in this proposal and our experience with similar projects, Krazan & Associates estimates the costs for testing and inspection services to be about **\$57,675.00**. A detailed breakdown of this cost estimate is included as Attachment A. Costs for construction testing and inspection services are highly dependent on contractor's schedule, weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

## COORDINATION

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. Krazan & Associates cannot take responsibility for work that has not been inspected if we have not been scheduled nor can we take responsibility for delays due to insufficient lead-time in scheduling inspections. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

## CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

3. Inspections which are cancelled with less than twenty-four (24) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. Krazan & Associates, as a professional services firm, is typically not subject to the prevailing wage agreements. Should by Federal ruling, our services be subject to prevailing wage rates, this proposal is null and void. A new proposal will be provided to account for additional services and increased wage rates associated with the ruling. This includes any apprenticeship programs, equal opportunity submittals, affirmative action, union referral statements and/or certified payroll. These items were excluded from this proposal.
8. This estimate is based on the assumption that structural steel and/or wood panels will be fabricated in a local (within a 25-mile radius of an existing Krazan & Associates office) AISC Certified structural steel or ICC wood fabrication facility. Should fabrication occur in a non-certified facility, additional costs for travel, time, mileage and/or per-diem will be charged.

**Attachment A**  
**ANTICIPATED BUDGET - TESTING & INSPECTION SERVICES**  
**Orting Emergency Evacuation Bridge**  
 SR 162 @ Rocky Road NE  
 Orting, Washington

Site Inspections				
DESCRIPTION	VISITS	UNITS	RATE	COST
Soil/Asphalt Field Technician	15	75 hours	\$80.00	\$6,000.00
<b>Gravel/Bank Run</b>				
Proctor Analysis		1 each	\$250.00	\$250.00
Gradation Analysis		1 each	\$150.00	\$150.00
Sand Equivalent Analysis		1 each	\$150.00	\$150.00
Fracture Face Analysis		1 each	\$150.00	\$150.00
<b>CSBC / CSTC</b>				
Proctor Analysis		2 each	\$250.00	\$500.00
Gradation Analysis		2 each	\$150.00	\$300.00
Sand Equivalent Analysis		2 each	\$150.00	\$300.00
Fracture Face Analysis		2 each	\$150.00	\$300.00
<b>Asphalt</b>				
Asphalt Rice Density Analysis		1 each	\$200.00	\$200.00
Asphalt Extraction/Gradation Analysis		1 each	\$400.00	\$400.00
<b>Concrete</b>				
Reinforcing Steel/Concrete Inspection - Piling	10	80 hours	\$80.00	\$6,400.00
Mechanical Coupling Inspection - Piling	10	40 hours	\$80.00	\$3,200.00
Reinforcing Steel/Concrete Inspection - Pile Caps	10	60 hours	\$80.00	\$4,800.00
Reinforcing Steel/Concrete Inspection - Structure	20	120 hours	\$80.00	\$9,600.00
Concrete Compression Samples		250 each	\$35.00	\$8,750.00
Compression Sample Pickup		25 each	\$75.00	\$1,875.00
<b>Welding</b>				
Rebar Welding Inspection - Piling	10	40 hours	\$110.00	\$4,400.00
Structural Welding/Bolting Inspection	5	25 hours	\$110.00	\$2,750.00
<b>Administrative</b>				
Trip Charge (associated mileage)		80 each	\$35.00	\$2,800.00
Project Management (0.5 hrs/visit)		40 hours	\$110.00	\$4,400.00
<b>TOTAL</b>				<b>\$57,675.00</b>

**Estimate of Fees.** This cost estimate is based on the scope of work and assumptions outlined in our proposal number T24090WAT dated April 30, 2024 which are inclusive by reference. Client must recognize that construction materials testing and inspection services are highly dependent on the Contractors' schedules and production of their work, weather, overlapping of work and many other factors, which can influence the successful completion of our Services within the estimated cost. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price for all Services ultimately required.** This cost estimate does not include overtime, retests, or change in conditions or schedule.

**Scheduling.** Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor and subcontractors to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

**Billing Basis of Charges.** Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of one (1) hour thereafter for each day's Services for each assigned technician.

**Billing Rate Premiums.** Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the Standard rates presented in the Proposal and Annual Fee Schedule with inclusion of Rate Premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of twenty (20) percent.

**Billing Rate Premiums Overtime.** Services rendered in excess of 8 hours on any weekday and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the Standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Holidays or Sundays will be billed at double (x 2) the Standard hourly rate.

**Late Cancellation.** All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per day canceled. Notice of cancellation must be received by our office during our office hours of 7:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

**Cost-Of-Living Adjustment.** The rates presented are valid through December 31 of the year published. Where projects are on-going beyond December 31 of the year the proposal was issued, the rates presented in this proposal and our annual fee schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided, but in no case less than 5 percent.

**AGREEMENT FOR ENGINEERING CONSULTING SERVICES,  
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES**

**THIS AGREEMENT** is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as "Consultant", and PARAMETRIX, 1019 39<sup>th</sup> Avenue SE Ste 100, Puyallup, WA 98374, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Orting Emergency Evacuation Bridge," file number T24090WAT, dated April 30, 2024 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Tacoma, WA, is effective as of the date this Agreement is countersigned by Krazan & Associates, Inc, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. The parties agree as follows:

**1. DEFINITIONS**

**1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractor, including amendments, supplementary instructions, and change orders.

**1.2. Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Consultant is providing Services under this Agreement.

**1.3. Day(s).** Calendar day(s) unless otherwise stated.

**1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.5. Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's PROPOSAL and any written Change Order, Task Order or amendment to this Agreement, and Consultant's professional services as scheduled by Client's contractor through oral or written communication.

**1.6. Work.** The labor, materials, equipment and services of the Contractor required to complete the Work described in the Contract Documents.

**1.7. Fee Schedule.** Consultant's standard annual fee schedule unless project specific fee schedule is provided.

**1.8 Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.

**1.9 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**2. SCOPE OF SERVICES**

**2.1. Services Provided, Scheduling.** Consultant will provide construction materials testing and inspection services as set forth in the PROPOSAL and any additional services requested by Client by oral or written request (Scope of Services). Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

**2.2. Changes in Scope.** Client may request changes in the scope of services identified in the PROPOSAL. Such changes, including any additional types of Work to be inspected and/or tested, or any change in Consultant's compensation or time of performances, which may be requested in writing or orally and which are mutually agreed upon by Consultant and Client, will be incorporated in this Agreement. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 15, "Disputes."

**2.3. Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the PROPOSAL, and those services subsequently requested by Client and agreed to by Consultant. Client expressly releases any claim against Consultant relating to any additional Services that Consultant recommended or that the project designer or Building Official required, but that Client either did not authorize or instructed Consultant not to perform.

**2.4. Authority of Consultant.** Consultant will report observations and data to the Client and the General Contractor. Consultant will report any observed work to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

**2.5. Variation of Material Characteristics and Conditions.** Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

**2.6. Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations. Sampling, inspection and test locations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations are approximate. Consultant will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the PROPOSAL.

**2.7. Independent Contractor.** Consultant will perform Services under this Agreement as an independent contractor.

**3. PAYMENTS TO CONSULTANT**

**3.1. Basic Services.** Consultant will perform its services on a time and materials basis unless alternate payment terms are specifically stated in the PROPOSAL.

**3.2. Additional Services.** Any Services performed under this Agreement, including increased hours or units for those Services expressly identified in the attached PROPOSAL, and any additionally requested inspection and/or testing tasks, will be provided on a time and materials basis at the rates established for the project unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** Testing and Inspection services are highly dependent on contractors' schedules, weather, overlapping of work and many other factors. Client recognizes that changes in scope and schedule, and unforeseen circumstances, Contractor performance and production of the Work can all influence the successful completion of Services within the estimated cost.

The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and materials basis to completion of the Services unless directed otherwise by Client. Furthermore, the provision of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services. Consultant Project Manager charges are above and beyond unit rates quoted.

**3.4. Rates.** Client will pay Consultant at the rates set forth in the PROPOSAL and Fee Schedule.

**3.4.1. Billing Increments.** A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of one (1) hour(s) for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician.

**3.4.2. Billing Rate Premiums.** Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 50 percent. Additionally,

services rendered on Saturdays or in excess of 8 hours on any week day will be billed at time and a-half the hourly rate. Services rendered on Holidays, Sundays, or in excess of 8 hours on a Saturday or in excess of 12 hours on any weekday will be charged at double the hourly rate. Late cancellation may be subject to reasonable charges if personnel cannot be appropriately reassigned.

**3.4.3. Changes to Rates.** Client and Consultant agree that the rates presented in the PROPOSAL and the Fee Schedule are applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL, and are subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Notwithstanding the foregoing, where Prevailing Wage regulations apply Consultant's labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant's billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 14, "Termination."

**3.4.4. Prevailing Wages.** Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and Client provides Consultant with the applicable Determination that includes Client's Services, and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

**3.5 Expenses.** Miscellaneous out-of-pocket charges, such as parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus overhead basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge.

**3.6. Payment Timing; Late Charge.** Consultant will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

#### **4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES**

**4.1 Professional Standards.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

**4.2. Level of Service.** Consultant offers different levels of construction observation, inspection and materials testing Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

**4.3. No Warranty.** Client recognizes the inherent risks connected with site development and construction activities, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. Therefore, in signing this Agreement the Client understands that Consultant neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

#### **5. CONTRACTOR'S PERFORMANCE**

Consultant is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.

#### **6. CLIENT'S RESPONSIBILITIES**

In addition to payment for the Services performed under this Agreement, Client agrees to:

**6.1. Access.** Grant or obtain free access to the Project Site for all equipment and personnel necessary for Consultant to perform its Services under this Agreement.

**6.2. Relevant Information.** Supply Consultant with all information and documents relevant to Consultant's Services. Consultant is entitled to rely upon such information without verifying its accuracy. Client will notify Consultant of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

**6.3. Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

#### **7. CHANGED CONDITIONS**

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 14, "Termination."

#### **8. ALLOCATION OF RISK**

**8.1. Limitation of Liability.** The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors and all parties included as additional insured on Consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from or relating to Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant

under this Agreement or fifty thousand dollars (\$50,000.00) whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 16. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

**8.2. Indemnification.** Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") except to the extent caused by the sole negligence of Consultant. In addition, except to the extent caused by Consultant's negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

**8.3. Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

**8.4. Continuing Agreement.** The provisions of this Section 8, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 8 will apply to such Services as if the parties had executed an amendment.

**8.5. No Personal Liability.** Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

## 9. INSURANCE

**9.1. Consultant's Insurance.** Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance; Commercial General Liability Insurance for bodily injury and property damage; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

**9.2. Contractor's Insurance.** Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

## 10. OWNERSHIP AND USE OF DOCUMENTS

**10.1. Use of Documents.** Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity, other than the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent.

**10.1.1. Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

**10.1.2. Use by Consultant.** Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

**10.2. Electronic Media.** Consultant may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Consultant will remain the final documentation of the Services.

**10.3. Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

## 11. SAMPLES

Consultant will dispose of all samples collected during the construction phase of the project immediately upon completion of testing. Upon request received prior to the initiation of testing, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge. All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. Client shall be responsible for and promptly pay for the removal and lawful disposal of all contaminated samples and hazardous materials and other hazardous substances, unless otherwise agreed in writing.

## 12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

## 13. SUSPENSION AND DELAYS

**13.1. Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 14, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

**13.2. Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

## 14. TERMINATION

**14.1. Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**14.2. Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

**14.3. Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.



**15. DISPUTES**

**15.1. Mediation.** All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

**15.2. Precondition to Other Action.** No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Pierce County, Washington. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

**15.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of Washington. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Pierce County, Washington. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

**15.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

**16. MISCELLANEOUS**

**16.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**16.2. Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**16.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt\_(postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**16.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**16.5. Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**16.6. Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

**16.7. Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

**16.8. Precedence.** These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.

**16.9. Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

**17. ENTIRE AGREEMENT**

This Agreement between the parties consists of these Terms, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

**Client: PARAMETRIX**

**Consultant: KRAZAN & ASSOCIATES, INC.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

William B. Throne  
\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

Operations Manager  
\_\_\_\_\_  
Title



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  2024 Stormwater Comprehensive Plan.	<b>AB24-48</b>	Public Works		
		<b>6.5.2024</b>	<b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
	<b>Department:</b> Public Works Department			
	<b>Date Submitted:</b> 5.31.2024			
	<b>Cost of Item:</b> \$135,940.00			
<b>Amount Budgeted:</b>		\$0		
<b>Unexpended Balance:</b>		\$135,940.00		
<b>Bars #:</b>		Kansas Outfall - 594 31 63 040, Rate Study - 531 31 41 001		
<b>Timeline:</b>		ASAP		
<b>Submitted By:</b>		Ryan McBee, Acting Public Works Director		
<b>Fiscal Note:</b> Funding would be provided from the Kansas Outfall Replacement line item in the amount of \$116,140 and Rate Study in the amount of \$19,800.				
<b>Attachments:</b> 2024 Stormwater Comprehensive Plan Scope and Budget				
<b>Summary:</b>				
<p>The Stormwater Comprehensive Plan was created in 2010 serving as a foundational document guiding stormwater management within the city limits. A revision of the 2010 Plan is needed to ensure alignment with current and forthcoming regulatory requirements, particularly the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit conditions, and to facilitate a comprehensive utility rate study in 2025. This is the last of the planning documents to be developed for Public Works for the next 5-10 years.</p>				
<p><b>Proposal:</b> The 2024 Stormwater Comprehensive Plan presented herein is an update of the 2010 Plan, incorporating necessary adjustments to comply with regulatory standards and to address contemporary stormwater management needs</p>				
<b>Scope and Budget:</b>				
<ol style="list-style-type: none"> <li><b>Project Management, QA/QC:</b> Adherence to project schedule, budget, coordination, and progress reporting to the City and conducting critical reviews at project milestones.</li> <li><b>Stormwater Modeling and Capital Improvements Identification:</b> Update capital improvement projects and cost estimates based on the stormwater modeling conducted in 2010. This task also involves additional calculations or model revisions as needed for the 2024 Plan.</li> <li><b>Cost Opinions:</b> Developed Level 3 cost estimates (+50/-30%) for identified capital improvement projects.</li> </ol>				

4. **Report Preparation and SEPA Compliance:** Prepare preliminary, draft, and final versions of the 2024 Plan, incorporating feedback from City staff, City council, and public stakeholders, and ensured compliance with environmental regulations by completing the State Environmental Policy Act (SEPA) checklist and Determination of Nonsignificance.

**Conclusion:** Reallocation of funding is vital to completing Orting's Stormwater Comprehensive Plan, meeting regulations, and municipal code. This investment ensures safe and reliable stormwater removal and treatment for residents, fulfilling legal obligations, and supporting long-term system health as we approach and reach full build-out.

**RECOMMENDED MOTION: Motion:**

To approve the Parametrix Stormwater Comprehensive Plan Scope and Budget in an amount not to exceed \$135,940.00.

**City of Orting  
2024 Stormwater Comprehensive Plan**

**Introduction**

A Stormwater Comprehensive Plan (Plan) was prepared for the City of Orting (City) and submitted in 2010. This plan revision will utilize the 2010 document as a basis and update to meet the current and upcoming National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit conditions, as known, and to prepare for a comprehensive utility rate study.

Flooding problems related to floodplains and levees are being addressed at a planning level by others in a separate all hazard management plan (Pierce County). This plan will be reviewed to determine if there are capital improvement projects that may be related to stormwater management within City Limits. Cost opinions reflective of 15% design, will be developed for identified projects and included in the 2024 Stormwater Comprehensive Plan (2024 Plan).

A cost-of-service analysis will be completed by others under a separate contract with the City. The scope of services for the 2024 Plan includes time for Parametrix to provide an updated capital improvement plan (CIP) in preparation for the rate study.

The 2024 Plan will be made available for public review and comment through the State Environmental Policy Act (SEPA) notification process for a non-project action.

**Task 1 – Project Management**

**Measurable Task Objectives**

Maintain project schedule and budget by providing internal coordination and scheduling, reviewing budget status for consistency with scope, and informing the City of project progress.

**Approach**

Prepare final schedule based on final negotiated scope, schedule, and budget. Distribute to team members in kick-off meeting to communicate time frames, budget, and approach.

Prepare monthly progress reports and earned value analysis to accompany project invoices to inform the City of budget and progress status.

**Assumptions**

The project will be 8 months in duration, from May 2024 through December 2024.

**Deliverables**

Monthly progress reports and invoices summarizing monthly activity.

## Task 2 – QA/QC

### Measurable Task Objectives

Provide a quality approach and deliverable by performing internal reviews of key elements at key milestones.

### Approach

Internal quality assurance/quality control (QA/QC) reviews are proposed at each of the following, separate milestones:

- Base map review.
- Model review.
- Cost opinion review.
- Review identified projects, priority, and schedule with Public Works.
- Preliminary Draft Plan review, prior to City Staff and Public Works Committee submittal.
- Draft Plan review, prior to public review submittal.
- Draft Plan review, prior to City Council submittal.
- Final Plan review, prior to final submittal to City Council for adoption.

### Assumptions

Additional deliverables or additional review cycles will require additional QA/QC reviews that will require a scope modification.

### Deliverables

There are no deliverables associated with this task. Reviewed documents will be retained by Parametrix.

## Task 3 – Stormwater Modeling and Capital Improvements Identification

### Measurable Task Objectives

Provide summary text and tables of the stormwater modeling that was performed in 2010 to update the capital improvement projects and cost opinions identified in the 2010 Stormwater Comprehensive Plan.

Provide summary text and tables of additional calculations or model revisions, if needed, to prepare the 2024 Plan.

### Approach

Prepare text and tables that summarize the stormwater modeling that was prepared subsequent to the 2010 Stormwater Comprehensive Plan. The modeling was performed in 2010 to update the capital improvement projects and cost opinions. The summary text and tables of the modeling parameters and results from the 2010 modeling will be included in the 2024 Plan in Task 5.

As the plan proceeds, it may be determined that some additional calculations or model revisions are needed to address stormwater management options. Up to 24 hours have been included for calculations or model revisions, if needed, for up to three different stormwater management options.

The modeling documentation will identify the tailwater elevations used and the implications for retrofitting existing outfalls with flap valves to prevent backwater into the City’s drainage system.

Parametrix will research available information for changes in the Puyallup and Carbon River channel and water surface elevations to determine if these elevations have changed over time and may change in the future. Parametrix will review the flood hazard management plan, United States Geological Survey (USGS) data, and Federal Emergency Management Agency (FEMA) floodplain reports for elevation data. The budget includes up to 16 hours for coordination directly with USGS and FEMA. Changes in water surface elevations will be compared to tailwater elevations in the model to determine if outfall capacities may be impacted. The budget includes 40 hours to prepare up to five model revisions for outfall or system modifications that reflect potential increases in Puyallup or Carbon River water surface elevations.

Parametrix will meet with the City up to two times to discuss model changes.

**Assumptions**

The existing City of Orting GIS mapping will be used for modeling. No updates to the City base map will be provided.

There will be up to five separate model revisions for stormwater management options.

There will be up to five separate model revisions for potential increases in the Puyallup or Carbon River water surface elevations.

**Deliverables**

Summary text and tables for the modeling and any calculations will be prepared for inclusion in the 2024 Plan in Task 5. There are no separate deliverables for this task.

**Task 4 – Cost Opinions**

**Measurable Task Objectives**

Prepare Level 3 cost opinions for the capital improvement projects identified in Task 3.

Prepare a basic financial analysis.

Prepare cost opinions for meeting the requirements of the Western Washington NPDES Phase II Permit.

Provide land use and population projections for use by others in evaluating rates and fees.

Review the flood hazard management plan, prepared by others, to determine if there are capital improvement projects that may be related to stormwater management. Prepare cost opinions for identified projects.

Projects with overlap in scope with other City of Orting Capital Projects (water, sewer, transportation) will be given priority ranking.

**Approach**

Review the unit costs for the capital improvements projects prepared at the end of 2010. Update unit costs based on currently available data.

Review available condition assessment data for mechanical assets for incorporation into the CIP.

Review of existing SCADA, telemetry, and controls infrastructure for incorporation into CIP and SCADA Master Plan.

Review the implementation schedule prepared at the end of 2010 and update based on City-identified needs. Unit costs for all capital improvement projects will be based on 2024 costs.

Review the inflation rates applied to future capital improvement projects. Update inflation rates based on currently available data.

Prepare basic financial analysis that reflects the updated cost opinions, implementation schedule, and inflation rates. The basic financial analysis will not include rates, fees, or cost of service analysis.

Provide an estimate of full-time equivalent (FTE) staff required to implement the NPDES Phase II Permit requirements for the first permit cycle.

Provide cost opinions for up to fifteen (15) different capital improvement projects, if required from Task 3.

Estimate land use and population projections by basin based on available zoning maps and the 2024 Water System Plan.

**Assumptions**

There will be up to fifteen (15) quantity estimates and Level 3 cost opinions for model revisions in Task 3.

Land use and population projections will be prepared for up to twelve subbasins.

**Deliverables**

Cost opinions will be documented in the 2024 Plan in Task 5. There is no separate documentation for this Task.

**Task 5 – Prepare Report**

**Measurable Task Objectives**

Prepare a preliminary draft, draft, and final 2024 Plan based on review by City staff, City council and the public. The preliminary draft, draft and final 2024 Plan will include the chapters, appendices and exhibits identified in the approach below.

**Approach**

The 2024 Plan will have the following elements. The final order may change, if determined to be necessary as the 2024 Plan is prepared.

- Executive Summary

- The Executive Summary will discuss the purpose of the Plan and provide a summary of the major elements from the following chapters.
- Chapter 1, Introduction
  - Provide summary of existing Municipal Separate Stormwater System (MS4).
  - Discuss changes in the drainage needs and regulatory requirements since the 2010 Plan.
  - Summarize the proposed capital improvement plan from Chapter 4 and cost opinions from Chapter 5.
  - Discuss issues related to floodplain and levees that are being addressed in a separate flood hazard management plan.
- Chapter 2, Stormwater Ordinances and Manual
  - Discuss changes in thresholds based on the NPDES Phase II Permit (2024 – 2029).
  - Discuss authorized discharges.
  - Discuss fees/rates being based on effective impervious area.
  - Discuss basis of existing conditions.
  - Discuss other significant changes addressed in the stormwater codes.
- Chapter 3, Drainage Inventory and Modeling
  - Summarize modeling information compiled in Task 3.
  - Discuss files to be submitted to the Washington State Department of Ecology for posting on the web.
  - Provide a tabular summary of existing drainage infrastructure.
  - Provide summary of existing asset conditions as discussed in Task 4 above.
- Chapter 4, Conveyance System Improvement Needs
  - Summarize modeling information compiled in Task 3.
- Chapter 5, Funding
  - Include capital improvement projects.
  - Include cost opinions for capital projects and for FTEs.
  - Discuss grant and low-interest loan opportunities.
  - Discuss fees and charges that are being determined by others in a separate scope of services.
- Chapter 6, References
  - Include list of references to prepare the 2024 Plan.
  - Include applicable references from the 2010 Plan.
- Figure 1-1, City of Orting Vicinity Map
  - 11- x 17-inch color plot showing receiving waters, city limits, and adjacent Phase I and Phase II permittees.
- Figure 3-1, Existing Stormwater Conveyance System



- Large format plot showing existing drainage features based on the base mapping services provided in Task 3.
- Figure 3-2, Stormwater Basins
  - 11- x 17-inch color plot showing the drainage basins within the City based on topography, outfalls, conveyance network, and existing drainage patterns.
- Figure 3-3, Proposed Stormwater Conveyance System
  - Large format plot showing proposed drainage features based on the results of the stormwater modeling services provided in Task 3. Focus of plot will be the main downtown core of the City where the capital improvement projects are located.
- Appendix A, Cost Opinions for Capital Improvement Projects, Operations and Maintenance Projects, and NPDES Phase II Permit Compliances
- Appendix B, Map of Proposed Project Locations
- Appendix C, Stormwater System Modeling and PCSWMM Plots for Existing Conditions for Orting-East, Orting-Central, and Orting-West Basins
- Appendix D, Draft Modifications to Municipal Code Sections Pertaining to Stormwater
- Appendix E, Stormwater-Related Grant and Low-Interest Loan Information
- Appendix F, Asset Management and Condition Data (as available)

The review process for the 2024 Plan will be as follows:

- Preliminary Draft 2024 Plan reviewed simultaneously by City staff and the Public Works Committee.
- One two-hour workshop will be held with Public Works Staff to review the draft plan. This will be attended by two (2) Parametrix staff and will include 2 hours of preparation and 2 hours for meeting follow up.
- 
- Address comments and submit the updated Draft 2024 Plan to the City to begin the 30-day public comment period.
- Address comments and submit Final 2024 Plan to the City Council for approval.

**Assumptions**

The public involvement process for the Draft 2024 Plan will be through regularly scheduled City Council meetings. There will be no separate public involvement process or open houses.

**Deliverables**

PDF copies of the Preliminary Draft 2024 Plan submitted to City for staff and Utility Commission review.

PDF copies of the Draft 2024 Plan submitted to City for City Council review.

Four hard copies and PDF of Final 2024 Plan submitted to City for City Council approval.

**Task 6 – SEPA**

**Measurable Task Objectives**

Prepare State Environmental Policy Act (SEPA) checklist and Determination of Nonsignificance.

**Approach**

Prepare SEPA checklist and Determination of Nonsignificance for review by the City Planner

**Assumptions**

The City will be the lead agency and will prepare and submit all required notifications.

A Determination of Nonsignificance will be appropriate since the 2024 Plan will be a planning-level document.

The SEPA process will be in parallel with the public comment period.

The City will receive all comments and provide the comments to Parametrix.

**Deliverables**

SEPA Checklist and Determination of Nonsignificance for City signature.

Task	SubTask	Description	Labor Dollars	Labor Hours	Rates:									
					Engineer II-11	Sr Engineer-16	Publications Supervisor-13	Sr Project Control Specialist	Engineer III	Designer III-13	Sr Planner	Water Division Manager	Sr Electrical Designer	
5002		2024 Stormwater Comprehensive Plan	\$135,640.00	791	276	150	52	51	104	64	8	86	16	
	01	Project Management	\$13,480.00	72		16	8	24				24		
	02	QA/QC	\$9,780.00	54	8			6	8	8		24		
	03	Stormwater Modeling & Capital Improvements Identification	\$24,020.00	152	40	20		4	80		8			
	04	Cost Opinion	\$35,800.00	204	140	40				16		8	16	
	05	Report	\$49,850.00	292	80	70	40	16	16	40		30		
	06	SEPA	\$2,710.00	17	8	4	4	1						
<b>Labor Totals:</b>			\$135,640.00	791	276	150	52	51	104	64	8	86	16	
<b>Totals:</b>			\$135,640.00		\$38,640.00	\$32,250.00	\$7,540.00	\$7,650.00	\$15,600.00	\$10,240.00	\$1,520.00	\$18,920.00	\$3,280.00	

**Other Direct Expenses**

Mileage	\$300.00
<b>Other Direct Expenses Total:</b>	<b>\$300.00</b>

**Project Total \$135,940.00**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Compensation Policy Update.	<b>AB24-58</b>	<b>CGA</b>		
		<b>6.5.2024</b>	<b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
	<b>Department:</b>	Executive		
	<b>Date Submitted:</b>	<b>6.6.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Scott Larson and Shawna Punzalan</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Draft Compensation policy			
<b>SUMMARY STATEMENT:</b>				
<p>At the June 5, 2024 CGA meeting, the committee requested the salary recommendations and policy update be separated into individual agenda items.</p> <p>Alexandra Sheets, of Cabot Dow completed the 2024 Non-represented Compensation Study and recommended additional language be incorporated into the City of Orting Compensation Policy to provide further guidelines and clarification of how and why salaries and wages are calculated and presented in the Mayor’s draft budget.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the City of Orting Compensation Policy as presented.				

2024 City of Orting Compensation Study

# Compensation Policy Guidelines and Recommendations

Cabot Dow Associates  
May 20, 2024

## Introduction: What is a compensation philosophy/policy?

A compensation philosophy identifies the values by which an organization approaches and carries out compensation. It guides a compensation program to facilitate recruiting, retention, morale, development and productivity of employees in the context of the organization's mission and fiscal resources.

The philosophy is based on many factors, including the organization's financial position, the size of the organization, market salary information, and employee recruitment and turnover. A public sector organization also presents a unique set of characteristics that must be considered. Cities are often natural monopoly service providers: utility ratepayers, for example, must use water and generally have no choice of a provider from which they may purchase water. As such, the organization's business is not based on free market transactions but on the decisions of elected representatives. Also, there is a greater impact from errors and lack of response in an emergency. The City needs to balance fiscal responsibility with the responsibility to provide reliable municipal services.

## What is included in a compensation philosophy/policy?

There are several elements to include in the compensation philosophy document, such as:

### 1. Compensation program objectives

These are the guiding principles of the compensation philosophy. For example, *"Our compensation program is designed to fairly compensate employees consistently, transparently, and in keeping with fiscal responsibility to the City's residents and taxpayers."*

### 2. Internal vs. external pay parity

Compensation philosophies should recognize the roles of both internal and external parity. Internal compensation parity between positions is determined based on a job evaluation system that uses job qualities such complexity of duties, level of decision-making, supervisory responsibilities, and prior education and experience. Job evaluations for internal parity are used to benchmark unique positions that are not commonly found in the market, and to monitor compression issues within the organization. External parity refers to position salaries as compared to the market.

### 3. Comparable organizations

Organizations can use comparable organizations as one of the factors when deciding the base salary, across the board increases, and benefits.

### 4. Pay positioning strategy

A pay positioning strategy conveys specifics of the compensation philosophy and program and typically consists of a percentile ranking of components of pay vs. market. Most organizations target the median (50th percentile) for setting total compensation, with variations for each element.

### 5. Communication

An effective compensation philosophy is clear, easy to understand by all employees, and manages employee expectations when it comes to salary and other compensation changes.

*One example of a specific compensation philosophy is the City of Tukwila's Compensation Policy, Resolution No. 1796, which is attached for reference.*

## City of Orting Compensation Philosophy/Policy – Draft Recommendations

*PREFACE: Terms in **bold** reflect the consultant’s professional recommendations based on experience in the public sector compensation field. These items are ultimately determined by Board policy. Explanations for these recommendations are provided in text boxes inserted into the text.*

The City of Orting values our employees as a vital resource in meeting our organizational mission and providing service to our community. Within the fiscal resources available and in compliance with all applicable rules and laws, the City seeks to facilitate recruitment, retention, development, and productivity of employees through a total compensation philosophy which is driven by the following principles:

### 1. Consistency

1.1. To establish up-to-date classification specifications and nomenclature that are standardized across the organization.

1.2. To establish compensation levels for positions based on internal parity (utilizing a job evaluation system) and external parity (comparing jobs within relevant labor markets). When examining the market, the City will aim to place position salary range maximums within **10% above or below the median (50th percentile)** of the determined sample market peer salary range maximums.

#### ► Why is the median (aka 50<sup>th</sup> percentile) recommended?

Using the median is the most common practice for setting compensation levels across the board, in both the private and public sectors. As a natural monopoly providing non-discretionary services to residents, the City is held to a higher standard of providing fairly priced services than other types of organizations. Using anything more than the median distorts market salary comparisons and unreasonably burdens taxpayers with more costly services.

#### ► Why allow for 10% variation from the median?

A typical compensation study practice is to match jobs in comparable agencies at an 80% level; in other words, 80% of the job content is matched with comparable jobs in other organizations. Due to variations in jobs and organizational structures, it is difficult or impossible to match jobs perfectly. Matching jobs at a 100% level would mean that there are no variations between job duties. Since this isn’t the case, 10% variation above and below the median is adequate to account for the 20% difference that can exist between jobs.

1.3. To use a representative sample of comparator agencies that are similar to the City in relevant demographics, including **population and total budget**. The market sample is consistent through multiple years and applies to all classes of positions. Comparison agencies should include both organizations within geographic proximity and **outside of the regional market**, using price parity adjustments when necessary.

► **Why use the population and the total budget as a measure of comparability?**

A common practice in public sector compensation studies is to compare wages, hours, and conditions of employment with like personnel of like employers. For cities, the resident population and the total budget are appropriate to measure the size and activity of an organization. In addition to operational costs, capital costs are included in these comparisons because personnel are necessary to oversee and complete system improvement work.

► **Why use comparable agencies outside of the region?**

Most compensation studies use a limited geographical area of proximity when selecting comparable agencies, due to the perception that the surveying agencies are “competing” for employees with other similar organizations. This kind of rationale is appropriate in the private sector where there is a free exchange of goods and services. In the public sector, the concept of “fairness” is more fitting than “competitiveness” when it comes to compensating employees for a body of work that is comparable in any similarly sized agency. The goal of a study is to determine an objective measure of both the internal and external relative value of a position. Casting the net more broadly yields more data that guides employer salaries in aiming for fair outcomes and fiscal responsibility. Using comparables from a limited geographic area hampers data diversity and can result in unintended collusion. We suggest factoring regional price parity information from the federal Bureau of Economic Analysis to adjust for cost-of-living differences between regions where necessary.

1.4. To maintain a system that provides for uniform increases and to administer the compensation program fairly and consistently.

1.4.1. To apply the compensation program equally among all classes of employee positions and throughout the employment life cycle, except where precluded by collective bargaining agreements or other contractual documents.

1.5. To maintain high expectations of performance and reward employees that exceed expectations with annual step increases identified within the pay plan which recognize an employee’s knowledge, skills, longevity and performance. Conversely, employees who perform below established expectations will participate in a performance improvement plan before receiving an annual step increase.

2. Transparency

2.1. City compensation decisions and information are clearly communicated to the public, elected officials, and employees.

2.2. Compensation decisions, including comparable agencies used in market studies and inflation adjustments, are based on up-to-date information, and objective and reasonable criteria.



2.3. Regularly-updated market studies are the primary data points for setting City salary ranges; variations from market data should be clearly and logically explained and brought to the City Council for approval.

### 3. Fiscal Responsibility

3.1. Compensation decisions are cognizant of both the market and the City's available resources to compensate employees.

3.2. Compensation decisions are made within the context of total compensation, including salaries, benefits, paid leave, retirement, etc. Each component is evaluated in relation to the defined market and its individual needs so that the total compensation package is fair for its employees.

3.3. Decisions are made in conjunction with the regular budget process.

3.3.1. Compensation studies should be conducted every 3-5 years in order to maintain currency with market conditions. Variations in the scope of the study are acceptable (i.e., every other study may include salaries only, not total compensation).

3.3.2. Cost-of-living adjustments to the salary schedule shall be made on a **four-year rolling average of the June Seattle-Tacoma-Bellevue CPI-W.**

► **Why use a 4-year rolling average CPI-W?**

Utilizing a four-year average smooths variations and unpredictability of fluctuating inflation measures that have been seen in recent years. Public organizations that use a rolling average typically see minimal differences over time between using the average CPI-W and using the CPI-W annually. This ensures that employee salaries remain within the median of comparable jurisdictions' salaries over time and do not adversely impact the City's budget.

### 3. COMPENSATION

The City of Orting values its employees as a vital resource in meeting the organizational mission and providing service to the community. Within the fiscal resources available and in compliance with all applicable rules and laws the City of Orting strives to pay its employees' salaries and wages that are internally equitable and comparable to the pay scales of similar cities. The Mayor is responsible for recommendation to the City Council of adoption of a Salary Plan for the City of Orting. The Plan will include salaries for non-bargaining unit personnel as well as salary grades negotiated by employee representatives. Changes to employee salaries and wages are approved by the City Council as part of the budget process. Through the Employee Salary and Wage Plan, the City seeks to facilitate recruitment, retention, development, and productivity of employees through a total compensation philosophy which is driven by the following principles:

Consistency:

- I. To establish up-to-date classification specifications and nomenclature that are standardized across the organization.
- II. To establish compensation levels for positions based on internal parity (utilizing a job evaluation system) and external parity (comparing jobs within relevant labor markets). When examining the market, the City will aim to place position salary range maximums within 10% above or below the median (50th percentile) of the determined sample market peer salary range maximums.
- III. To use a representative sample of comparator agencies that are similar to the City in relevant demographics, including population, assessed value and/or total budget. The market sample is consistent through multiple years and applies to all classes of positions within applicable employee group. Comparison agencies should include both organizations within geographic proximity and outside of the regional market, using regional price parity adjustments when necessary.
- IV. To maintain a system that provides for uniform increases and to administer the compensation program fairly and consistently.
  - (i) To apply the compensation program equally among all classes of employee positions and throughout the employment life cycle, except where precluded by collective bargaining agreements or other contractual documents.
- V. To maintain high expectations of performance and reward employees that exceed expectations with annual step increases identified within the pay plan which recognize an employee's knowledge, skills, longevity and performance. Conversely, employees who perform below established expectations will participate in a performance improvement plan before receiving an annual step increase.

## Transparency

- VI. City compensation decisions and information are clearly communicated to the public, elected officials, and employees.
- VII. Compensation decisions, including comparable agencies used in market studies and inflation adjustments, are based on up-to-date information, and objective and reasonable criteria.
- VIII. Regularly-updated market studies are the primary data points for setting City salary and wage ranges; variations from market data should be clearly and logically explained and brought to the City Council for approval.

## Fiscal Responsibility

- IX. Compensation decisions are cognizant of both the market and the City's available resources to compensate employees.
- X. Compensation decisions are made within the context of total compensation, including salaries, benefits, paid leave, retirement, etc. Each component is evaluated in relation to the defined market and its individual needs so that the total compensation package is fair for its employees.
- XI. Decisions are made in conjunction with the regular budget process.
- ~~III.~~

### **3.01 Your Paycheck.**

Pay periods are from the first through the fifteenth (15<sup>th</sup>) day of the month, and the sixteenth (16<sup>th</sup>) day through the last day of the month. You will receive your paycheck by the fifth (5<sup>th</sup>) day following each pay period. You shall sign up for automatic deposit of your paycheck by contacting the City Treasurer.

All employees must complete an individual time record showing daily hours worked in order to be paid properly. In the case of exempt employees, this timesheet will account for daily attendance.

Deductions from your paycheck are those required by law (*e.g.*, Medicare, workers' compensation premiums, court-ordered garnishments) and those approved by you in writing (*e.g.*, Union dues as applicable, insurance premiums, etc.).

### ***Complaints or Concerns.***

If you believe there are any errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay or that your pay does not accurately

reflect all hours worked, including overtime, report your concerns to the City Treasurer immediately. The City will promptly investigate all reported complaints and, if appropriate, take corrective action.

The City prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this policy or applicable law.

### ***Qualified Payroll Period***

When an employee has been in pay status fifteen or more calendar days, including holidays in any given calendar month, the payroll period will be considered qualified to accrue benefits, serve out probation, and for computation of merit increase dates. A new employee may be credited with the first payroll period if employed prior to the 16th of the month.

An employee will become eligible for Health and Medical benefits the first (1<sup>st</sup>) of the month following fifteen (15) calendar days of employment, including holidays.

### **3.03 Employee Salary and Wage Plan.**

~~he City of Orting strives to pay its employees' salaries and wages that are internally equitable and comparable to the pay scales of similar cities. While the City cannot pay City employees the same wages as larger cities, the City does consider the pay scales of other comparable cities for those job positions that are comparable to jobs at the City of Orting. The Mayor is responsible for recommendation to the City Council of adoption of a Salary Plan for the City of Orting. The Plan will include salaries for non-bargaining unit personnel as well as salary grades negotiated by employee representatives. Changes to employee salaries and wages are approved by the City Council as part of the budget process.~~***Qualified Payroll Period***

~~When an employee has been in pay status fifteen or more calendar days, including holidays in any given calendar month, the payroll period will be considered qualified to accrue benefits, serve out probation, and for computation of merit increase dates. A new employee may be credited with the first payroll period if employed prior to the 16th of the month.~~

~~An employee will become eligible for Health and Medical benefits the first (1<sup>st</sup>) of the month following fifteen (15) calendar days of employment, including holidays.~~

### ***Exempt and Non-Exempt Positions***

All City positions are governed by the Federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act and are classified as either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay; exempt employees are not. Most positions covered by the FLSA are non-exempt; thus, entitled to overtime. Anytime a position changes from non-exempt to exempt status, the incumbent shall be cashed out for any compensatory time that they have accrued up to the time of the change.

### Exempt Employee

An employee who does not receive overtime pay for hours worked in excess of forty (40) hours per week as provided in the FLSA because the employee works in a bona fide executive, administrative, professional, or other exempt capacity covered by the FLSA and Washington Minimum Wage Act.

### Non-Exempt Employee

An employee who receives overtime pay for hours worked beyond forty (40) hours in a standard work week in accordance with the FLSA and Washington Minimum Wage Act. The amount of overtime pay is one and one-half (1.5) times the regular rate of pay for actual hours worked.

## **NON-REPRESENTED EMPLOYEE SALARY AND WAGE PLAN**

It is the policy of the City of Orting to provide a compensation program which enables the City to employ staff who possess the necessary skills and abilities to effectively:

- a) Manage the delivery of existing City services and the provision of essential municipal government support functions;
- b) Evaluate and plan future service needs;
- c) Advise and support the policy-making activities of the City's elected officials; and
- d) Implement policy changes enacted by the elected representatives of the citizens of Orting.

It is also the policy of the City of Orting to structure the classification and compensation program for management and professional staff in a manner which assures that:

- a) The actual duties assigned to a classification are appropriate to the assigned level of responsibility.
- b) Compensation levels are consistent with the level of responsibilities assumed by staff and appropriate to the city's financial circumstances.;
- c) Individual salary rates appropriately reflect each person's performance and experience at the responsibility level assumed with the City of Orting.

### Applicability

The provisions of the program adopted by this chapter shall only apply to non-represented appointive positions designated as such and authorized in the City's annual budget.

### ***Salary Plan***

A salary plan for management and professional staff shall be established and salaries set for covered employees as follows:

- a) Each position included in the City's Job Classification and Pay Range document shall be assigned to a salary range. Assignment of positions to ranges shall be based upon general

salary levels paid by municipal governments of comparable size, demography and financial resources for similar responsibilities. A list of comparable cities shall be adopted by Resolution of the Council, ~~and it should be as similar to the comparable cities that are negotiated periodically with the collective bargaining units in the city.~~ Assigned salary ranges shall not be changed or established without conducting a salary survey of comparable cities for the position being changed. All changes must be approved by the Mayor and City Council.

- b) ~~Compensation studies should be conducted every 3-5 years in order to maintain currency with market conditions. Variations in the scope of the study are acceptable (i.e., every other study may include salaries only, not total compensation). Salary Comparison Surveys will be conducted annually for all non-represented positions or as requested by the Mayor or his designee for a specified position(s).~~
- c) The salary ranges shall be structured as follows:

- (1) Range Differential. The percentage differential between the maximum rates of salary ranges shall be approximately three (3) percent.
- (2) Ranges Steps for non-represented professional employees. Salary rates of a range shall have five (5) steps A, B, C, D, E. Step A through Step E in the range shall each be spread by approximately three (3) percent. The spread between the minimum and maximum steps shall be approximately twelve (12) percent.

#### Adjustment of Salary Range Levels

The City Council shall provide for adjustments to salary range levels as are consistent with the Council's CPI-U for the Seattle area salary adjustment policy each year.

#### ***Actual Salary Rate***

##### Initial Rate

#### ***Management Director Level***

The salary rate of an employee upon appointment to a management position at the Director level (as identified by the City's Budget Job Classification and Pay Range document) shall be set within the range assigned to the titled position. Increases in wages will be based off the calculated COLA increase of the budget year and the annual Salary Comparison Survey. Increases will be approved by the Mayor and City Council via an approved City Budget.

#### ***Professional Level Employees***

The salary rate of an employee upon appointment shall be set no lower than Step A of the salary range to which an employee's position is assigned. When it is in the best interest of the City, the department heads (with the Mayor's approval) may authorize an initial salary of a newly hired person at a rate which exceeds Step A.

### Merit/Step Increases

- a) Salary Step Advancement. Each person shall be eligible for a salary step advancement January 1 of the year following ~~upon~~ completion of ~~twelve (12)~~six (6) full months of regular (as opposed to interim) service at each step in the salary range. To receive a salary step advancement, the employee must be evaluated as "meets expectations" (or equivalent) on his or her work performance evaluation. Salary step advancements shall be an increase of one (1) step in the same salary band, if available.
- b) Additional Advancement. Those employees who receive a rating that exceeds the rating "meets expectations" (or equivalent) may be eligible to receive an additional salary step advancement for an increase of one (1) additional step in the same salary range, if available, above the initial step advancement provided in subsection (b)(1) of this section. This additional advancement shall require the recommendation of the department head, or equivalent, and approval of the Mayor and City Council.
- c) A step advancement that was denied may be granted following a minimum sixty (60) day review period of the employee's performance.
- d) Notwithstanding the above, when it is in the best interest of the City, City Administrator may authorize an in-range adjustment to provide additional salary in instances of promotion, to provide for internal equity corrections, or for another reason deemed appropriate by the City Council.

### Changes to Employee Classifications

- a) Downgrading an Employee's Classification. Upon the City Council's approval of downgrading a person's classification to a lower salary range, the person's initial salary step will be set at the same rate in the new band that was in effect in the former salary range. In the event a person's salary rate exceeds the maximum step of the salary range to which his or her position is assigned on the date of downgrading, his or her actual salary rate shall be frozen until such time as the maximum step rate of the new band is equal to or greater than his or her actual salary and, at such time, the employee's salary step shall be set at the maximum step of the salary range to which his or her position is assigned.
- b) Upgrading an Employee's Classification. If an employee's classification is moved from one salary range to a higher range (excluding promotions), the employee's salary rate at the higher range shall be set at the next step which is higher than the salary the employee was receiving at the former range. The employee's salary step advancement date does not change.
- c) Promotions. In the event an employee is promoted from one classification to a higher classification (one (1) salary range to a higher salary range), the employee's salary rate at the higher range shall be set at the next step which is higher than the salary the employee was receiving at the former range. Promoted employees shall be eligible for a salary step advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each step in the new salary range, which shall be the employee's new salary step advancement date.

### Initial Benefits for Department Heads

When it is in the best interest of the City, the City Council may authorize increased or additional benefits in hiring a department head beyond those specified in this chapter or sections 5.03 Sick Leave or 5.04 Vacation Time. Any extraordinary benefits must be included in the department head's employment contract and approved by the City Council.

## **REPRESENTED EMPLOYEE SALARY AND WAGE PLAN**

When you begin your employment with the City, you will be paid a wage or salary consistent with the governing Collective Bargaining Agreement, the City's Employee Salary and Wage Plan and appropriate to the experience, educational background, training, and skills you bring to your position. Thereafter, you will only receive salary and wage adjustments based upon the CBA or promotions to higher classification. All salary and wage increases shall remain within the range for that position as approved by the City Council. Your eligibility for a pay increase may occur at the end of your first six (6) months of City employment.

### ***Payment of Salaries***

All represented employees are paid at an hourly rate, as specified in the City's annual budget document. Hourly employees are paid on the basis of actual number of hours worked, including authorized absences with pay and allowed holidays. Salary rates for temporary or part-time employees will be based on the pay for full-time positions in the same classification.

### **Beginning Salary**

Each employee will be appointed at the first step of the range established for the classification. If it is determined that appointment of a non-management employee above the first step may be warranted, the following procedures will apply:

- a) The factors to be reviewed in approving appointment beyond the first step are: availability of applicants meeting the qualifications for the vacant position, relationship to other similar classifications, prior experience of a candidate in a comparable position, time available to continue the recruitment process, and budget considerations.
- b) The Department Manager will submit a request for appointment at a higher step to the Mayor, or his designee, stating justification for the request. The Mayor will make a decision based upon the Department Manager's justification.

### **Step Increases – Represented Regular Status Employees**

Wage increases for represented employees is directed by the applicable Collective Bargaining Unit for each employee. Typical wage or step increase schedule is:

- a) When a regular status employee has performed satisfactorily, as determined through the Performance Evaluation process, a merit/step increase may be granted, but not before the satisfactory completion of the employee's initial six-month probationary period. In the case of an employee placed at the time of hire above Step One of the pay range, the initial



in-class merit/step raise will be considered upon the completion of twelve months in class and at twelve (12) month intervals thereafter until the employee reaches the top step of the range.

- b) The annual merit/step increase date for an employee will change only if: 1) the employee is promoted or otherwise moved to a position assigned to another job class and is required to serve a trial performance period; and 2) the employee receives a merit/step adjustment as authorized by the Mayor.

### Promotion

A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. The salary step of the promoted employee will be set so that the promoted employee's pay level is no more than two (2) salary steps higher than the employee's step prior to the promotion. If step one of the salary range to which the employee has been promoted is a pay level more than two (2) steps higher than the promoted employee's previous salary step, then the employee shall be assigned to step one of the higher salary range. When the date of promotion and the merit/step increase date coincide, the merit/step increase is paid prior to the promotional increase.

### Demotions

A demotion is an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification. When a demotion occurs, the Department Manager will recommend to the Mayor and/or City Administrator a salary for the demoted employee within the salary range of the lower classification which is less than or equal to the employee's present salary. The employee will retain the same anniversary date.

### Transfer

- a) A position transfer is an appointment to a position in the same or different classification of the same pay grade.
- b) When an employee is transferred to a position in a different classification with the same pay grade, or is transferred to another department with the same classification, the employee will retain the same anniversary date for leave and length of service purposes.

### Temporary Change of Classification

- a) A current employee assigned to a classification with a differing rate of pay in an "acting" appointment status will be compensated at the next higher step in the new range according to the policy on promotion.
- b) If the employee is promoted to the higher class with regular appointment status, all policies apply from the date of promotion.

### Exemptions

The Mayor may recommend positions to be exempt from overtime provisions to the City Council on the basis of the nature of work, conditions of employment or by definition of administrative, supervisory and professional classifications as provided by State and Federal laws. Such exemption is based upon special conditions to work or assignment, in accordance with the Fair Labor Standards Act.

### **3.04 Overtime and Compensatory Time Off.**

At the City of Orting, we want our employees to work a reasonable number of hours. The regular work week is no more than forty (40) working hours in a week, except in the case of non-standard work schedules. On certain occasions some overtime may be required. You may request not to work overtime, but you may not refuse to work assigned overtime. Any overtime work must be authorized in advance by your supervisor or the City Administrator. If overtime is authorized or required, regular, full-time, nonexempt employees will be paid at one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a work day. Holiday, Vacation and Sick leave time are not considered hours worked. If overtime is authorized or required for temporary or part-time employees, they will be paid at one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in one work day. Public safety employees (police) may be subject to alternative work periods and overtime standards, as set forth in an applicable labor agreement.

Nonexempt employees who work overtime have the option to choose compensatory time off that will be accrued at one and a half hours for every hour worked in lieu of overtime pay. You may accrue up to forty (40) hours of compensatory time off. Employees covered by a collective bargaining agreement may have different accrual limits. Compensatory time can be used at times mutually agreed to by you and your supervisor. Any compensatory time not used may be carried over to the next year (up to 40 hours). Upon separation of employment any compensatory time will be paid at your current rate of pay.

### 3. COMPENSATION

The City of Orting values its employees as a vital resource in meeting the organizational mission and providing service to the community. Within the fiscal resources available and in compliance with all applicable rules and laws the City of Orting strives to pay its employees' salaries and wages that are internally equitable and comparable to the pay scales of similar cities. The Mayor is responsible for recommendation to the City Council of adoption of a Salary Plan for the City of Orting. The Plan will include salaries for non-bargaining unit personnel as well as salary grades negotiated by employee representatives. Changes to employee salaries and wages are approved by the City Council as part of the budget process. Through the Employee Salary and Wage Plan, the City seeks to facilitate recruitment, retention, development, and productivity of employees through a total compensation philosophy which is driven by the following principles:

Consistency:

- I. To establish up-to-date classification specifications and nomenclature that are standardized across the organization.
- II. To establish compensation levels for positions based on internal parity (utilizing a job evaluation system) and external parity (comparing jobs within relevant labor markets). When examining the market, the City will aim to place position salary range maximums within 10% above or below the median (50th percentile) of the determined sample market peer salary range maximums.
- III. To use a representative sample of comparator agencies that are similar to the City in relevant demographics, including population, assessed value and/or total budget. The market sample is consistent through multiple years and applies to all classes of positions within applicable employee group. Comparison agencies should include both organizations within geographic proximity and outside of the regional market, using regional price parity adjustments when necessary.
- IV. To maintain a system that provides for uniform increases and to administer the compensation program fairly and consistently.
  - (i) To apply the compensation program equally among all classes of employee positions and throughout the employment life cycle, except where precluded by collective bargaining agreements or other contractual documents.
- V. To maintain high expectations of performance and reward employees that exceed expectations with annual step increases identified within the pay plan which recognize an employee's knowledge, skills, longevity and performance. Conversely, employees who perform below established expectations will participate in a performance improvement plan before receiving an annual step increase.

## Transparency

- VI. City compensation decisions and information are clearly communicated to the public, elected officials, and employees.
- VII. Compensation decisions, including comparable agencies used in market studies and inflation adjustments, are based on up-to-date information, and objective and reasonable criteria.
- VIII. Regularly-updated market studies are the primary data points for setting City salary and wage ranges; variations from market data should be clearly and logically explained and brought to the City Council for approval.

## Fiscal Responsibility

- IX. Compensation decisions are cognizant of both the market and the City's available resources to compensate employees.
- X. Compensation decisions are made within the context of total compensation, including salaries, benefits, paid leave, retirement, etc. Each component is evaluated in relation to the defined market and its individual needs so that the total compensation package is fair for its employees.
- XI. Decisions are made in conjunction with the regular budget process.

### **3.01 Your Paycheck.**

Pay periods are from the first through the fifteenth (15<sup>th</sup>) day of the month, and the sixteenth (16<sup>th</sup>) day through the last day of the month. You will receive your paycheck by the fifth (5<sup>th</sup>) day following each pay period. You shall sign up for automatic deposit of your paycheck by contacting the City Treasurer.

All employees must complete an individual time record showing daily hours worked in order to be paid properly. In the case of exempt employees, this timesheet will account for daily attendance.

Deductions from your paycheck are those required by law (*e.g.*, Medicare, workers' compensation premiums, court-ordered garnishments) and those approved by you in writing (*e.g.*, Union dues as applicable, insurance premiums, etc.).

### ***Complaints or Concerns.***

If you believe there are any errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay or that your pay does not accurately reflect all hours worked, including overtime, report your concerns to the City Treasurer immediately. The City will promptly investigate all reported complaints and, if appropriate, take

corrective action.

The City prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this policy or applicable law.

### ***Qualified Payroll Period***

When an employee has been in pay status fifteen or more calendar days, including holidays in any given calendar month, the payroll period will be considered qualified to accrue benefits, serve out probation, and for computation of merit increase dates. A new employee may be credited with the first payroll period if employed prior to the 16th of the month.

An employee will become eligible for Health and Medical benefits the first (1<sup>st</sup>) of the month following fifteen (15) calendar days of employment, including holidays.

### **3.03 Employee Salary and Wage Plan.**

#### ***Exempt and Non-Exempt Positions***

All City positions are governed by the Federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act and are classified as either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay; exempt employees are not. Most positions covered by the FLSA are non-exempt; thus, entitled to overtime. Anytime a position changes from non-exempt to exempt status, the incumbent shall be cashed out for any compensatory time that they have accrued up to the time of the change.

#### **Exempt Employee**

An employee who does not receive overtime pay for hours worked in excess of forty (40) hours per week as provided in the FLSA because the employee works in a bona fide executive, administrative, professional, or other exempt capacity covered by the FLSA and Washington Minimum Wage Act.

#### **Non-Exempt Employee**

An employee who receives overtime pay for hours worked beyond forty (40) hours in a standard work week in accordance with the FLSA and Washington Minimum Wage Act. The amount of overtime pay is one and one-half (1.5) times the regular rate of pay for actual hours worked.

### **NON-REPRESENTED EMPLOYEE SALARY AND WAGE PLAN**

It is the policy of the City of Orting to provide a compensation program which enables the City to employ staff who possess the necessary skills and abilities to effectively:

- a) Manage the delivery of existing City services and the provision of essential municipal government support functions;
- b) Evaluate and plan future service needs;
- c) Advise and support the policy-making activities of the City's elected officials; and
- d) Implement policy changes enacted by the elected representatives of the citizens of Orting.

It is also the policy of the City of Orting to structure the classification and compensation program for management and professional staff in a manner which assures that:

- a) The actual duties assigned to a classification are appropriate to the assigned level of responsibility.
- b) Compensation levels are consistent with the level of responsibilities assumed by staff and appropriate to the city's financial circumstances.;
- c) Individual salary rates appropriately reflect each person's performance and experience at the responsibility level assumed with the City of Orting.

#### Applicability

The provisions of the program adopted by this chapter shall only apply to non-represented appointive positions designated as such and authorized in the City's annual budget.

#### ***Salary Plan***

A salary plan for management and professional staff shall be established and salaries set for covered employees as follows:

- a) Each position included in the City's Job Classification and Pay Range document shall be assigned to a salary range. Assignment of positions to ranges shall be based upon general salary levels paid by municipal governments of comparable size, demography and financial resources for similar responsibilities. A list of comparable cities shall be adopted by Resolution of the Council. Assigned salary ranges shall not be changed or established without conducting a salary survey of comparable cities for the position being changed. All changes must be approved by the Mayor and City Council.
- b) Compensation studies should be conducted every 3-5 years in order to maintain currency with market conditions. Variations in the scope of the study are acceptable (i.e., every other study may include salaries only, not total compensation).
- c) The salary ranges shall be structured as follows:
  - (1) Range Differential. The percentage differential between the maximum rates of salary ranges shall be approximately three (3) percent.
  - (2) Ranges Steps for non-represented professional employees. Salary rates of a range shall have five (5) steps A, B, C, D, E. Step A through Step E in the range shall each be spread by approximately three (3) percent. The spread between the minimum and maximum steps shall be approximately twelve (12) percent.

### Adjustment of Salary Range Levels

The City Council shall provide for adjustments to salary range levels as are consistent with the Council's CPI-U for the Seattle area salary adjustment policy each year.

### ***Actual Salary Rate***

#### Initial Rate

### ***Management Director Level***

The salary rate of an employee upon appointment to a management position at the Director level (as identified by the City's Budget Job Classification and Pay Range document) shall be set within the range assigned to the titled position. Increases in wages will be based off the calculated COLA increase of the budget year and the annual Salary Comparison Survey. Increases will be approved by the Mayor and City Council via an approved City Budget.

### ***Professional Level Employees***

The salary rate of an employee upon appointment shall be set no lower than Step A of the salary range to which an employee's position is assigned. When it is in the best interest of the City, the department heads (with the Mayor's approval) may authorize an initial salary of a newly hired person at a rate which exceeds Step A.

#### Merit/Step Increases

- a) Salary Step Advancement. Each person shall be eligible for a salary step advancement January 1 of the year following completion of six (6) full months of regular (as opposed to interim) service at each step in the salary range. To receive a salary step advancement, the employee must be evaluated as "meets expectations" (or equivalent) on his or her work performance evaluation. Salary step advancements shall be an increase of one (1) step in the same salary band, if available.
- b) Additional Advancement. Those employees who receive a rating that exceeds the rating "meets expectations" (or equivalent) may be eligible to receive an additional salary step advancement for an increase of one (1) additional step in the same salary range, if available, above the initial step advancement provided in subsection (b)(1) of this section. This additional advancement shall require the recommendation of the department head, or equivalent, and approval of the Mayor and City Council.
- c) A step advancement that was denied may be granted following a minimum sixty (60) day review period of the employee's performance.
- d) Notwithstanding the above, when it is in the best interest of the City, City Administrator may authorize an in-range adjustment to provide additional salary in instances of promotion, to provide for internal equity corrections, or for another reason deemed appropriate by the City Council.

#### Changes to Employee Classifications

- a) Downgrading an Employee's Classification. Upon the City Council's approval of downgrading a person's classification to a lower salary range, the person's initial salary step will be set at the same rate in the new band that was in effect in the former salary range. In the event a person's salary rate exceeds the maximum step of the salary range to which his or her position is assigned on the date of downgrading, his or her actual salary rate shall be frozen until such time as the maximum step rate of the new band is equal to or greater than his or her actual salary and, at such time, the employee's salary step shall be set at the maximum step of the salary range to which his or her position is assigned.
- b) Upgrading an Employee's Classification. If an employee's classification is moved from one salary range to a higher range (excluding promotions), the employee's salary rate at the higher range shall be set at the next step which is higher than the salary the employee was receiving at the former range. The employee's salary step advancement date does not change.
- c) Promotions. In the event an employee is promoted from one classification to a higher classification (one (1) salary range to a higher salary range), the employee's salary rate at the higher range shall be set at the next step which is higher than the salary the employee was receiving at the former range. Promoted employees shall be eligible for a salary step advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each step in the new salary range, which shall be the employee's new salary step advancement date.

#### Initial Benefits for Department Heads

When it is in the best interest of the City, the City Council may authorize increased or additional benefits in hiring a department head beyond those specified in this chapter or sections 5.03 Sick Leave or 5.04 Vacation Time. Any extraordinary benefits must be included in the department head's employment contract and approved by the City Council.

### **REPRESENTED EMPLOYEE SALARY AND WAGE PLAN**

When you begin your employment with the City, you will be paid a wage or salary consistent with the governing Collective Bargaining Agreement, the City's Employee Salary and Wage Plan and appropriate to the experience, educational background, training, and skills you bring to your position. Thereafter, you will only receive salary and wage adjustments based upon the CBA or promotions to higher classification. All salary and wage increases shall remain within the range for that position as approved by the City Council. Your eligibility for a pay increase may occur at the end of your first six (6) months of City employment.

#### ***Payment of Salaries***

All represented employees are paid at an hourly rate, as specified in the City's annual budget document. Hourly employees are paid on the basis of actual number of hours worked, including authorized absences with pay and allowed holidays. Salary rates for temporary or part-time employees will be based on the pay for full-time positions in the same classification.



### Beginning Salary

Each employee will be appointed at the first step of the range established for the classification. If it is determined that appointment of a non-management employee above the first step may be warranted, the following procedures will apply:

- a) The factors to be reviewed in approving appointment beyond the first step are: availability of applicants meeting the qualifications for the vacant position, relationship to other similar classifications, prior experience of a candidate in a comparable position, time available to continue the recruitment process, and budget considerations.
- b) The Department Manager will submit a request for appointment at a higher step to the Mayor, or his designee, stating justification for the request. The Mayor will make a decision based upon the Department Manager's justification.

### Step Increases – Represented Regular Status Employees

Wage increases for represented employees is directed by the applicable Collective Bargaining Unit for each employee. Typical wage or step increase schedule is:

- a) When a regular status employee has performed satisfactorily, as determined through the Performance Evaluation process, a merit/step increase may be granted, but not before the satisfactory completion of the employee's initial six-month probationary period. In the case of an employee placed at the time of hire above Step One of the pay range, the initial in-class merit/step raise will be considered upon the completion of twelve months in class and at twelve (12) month intervals thereafter until the employee reaches the top step of the range.
- b) The annual merit/step increase date for an employee will change only if: 1) the employee is promoted or otherwise moved to a position assigned to another job class and is required to serve a trial performance period; and 2) the employee receives a merit/step adjustment as authorized by the Mayor.

### Promotion

A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. The salary step of the promoted employee will be set so that the promoted employee's pay level is no more than two (2) salary steps higher than the employee's step prior to the promotion. If step one of the salary range to which the employee has been promoted is a pay level more than two (2) steps higher than the promoted employee's previous salary step, then the employee shall be assigned to step one of the higher salary range. When the date of promotion and the merit/step increase date coincide, the merit/step increase is paid prior to the promotional increase.

### Demotions

A demotion is an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification. When a demotion occurs, the Department Manager

will recommend to the Mayor and/or City Administrator a salary for the demoted employee within the salary range of the lower classification which is less than or equal to the employee's present salary. The employee will retain the same anniversary date.

#### Transfer

- a) A position transfer is an appointment to a position in the same or different classification of the same pay grade.
- b) When an employee is transferred to a position in a different classification with the same pay grade, or is transferred to another department with the same classification, the employee will retain the same anniversary date for leave and length of service purposes.

#### Temporary Change of Classification

- a) A current employee assigned to a classification with a differing rate of pay in an "acting" appointment status will be compensated at the next higher step in the new range according to the policy on promotion.
- b) If the employee is promoted to the higher class with regular appointment status, all policies apply from the date of promotion.

#### Exemptions

The Mayor may recommend positions to be exempt from overtime provisions to the City Council on the basis of the nature of work, conditions of employment or by definition of administrative, supervisory and professional classifications as provided by State and Federal laws. Such exemption is based upon special conditions to work or assignment, in accordance with the Fair Labor Standards Act.

### **3.04 Overtime and Compensatory Time Off.**

At the City of Orting, we want our employees to work a reasonable number of hours. The regular work week is no more than forty (40) working hours in a week, except in the case of non-standard work schedules. On certain occasions some overtime may be required. You may request not to work overtime, but you may not refuse to work assigned overtime. Any overtime work must be authorized in advance by your supervisor or the City Administrator. If overtime is authorized or required, regular, full-time, nonexempt employees will be paid at one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a work day. Holiday, Vacation and Sick leave time are not considered hours worked. If overtime is authorized or required for temporary or part-time employees, they will be paid at one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in one work day. Public safety employees (police) may be subject to alternative work periods and overtime standards, as set forth in an applicable labor agreement.

Nonexempt employees who work overtime have the option to choose compensatory time off that will be accrued at one and a half hours for every hour worked in lieu of overtime pay. You may accrue up to forty (40) hours of compensatory time off. Employees covered by a collective

bargaining agreement may have different accrual limits. Compensatory time can be used at times mutually agreed to by you and your supervisor. Any compensatory time not used may be carried over to the next year (up to 40 hours). Upon separation of employment any compensatory time will be paid at your current rate of pay.



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Grant Policy Review.	<b>AB24-55</b>	<b>CGA</b>		
		<b>6.5.2024</b>	<b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>5.23.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>				
<b>Fiscal Note:</b>				
<b>Attachments:</b>				
<b>SUMMARY STATEMENT:</b>				
<p>Attached is a copy of the grant policy for review. Staff will start advertising grants in early July via the City of Orting website and social media. Grant applications will be due on Friday, August 23<sup>rd</sup>, 2024 at 3:00pm.</p> <p>The grant application has been updated at the recommendation of the CGA Committee to add in the following verbiage:</p> <p>Grant recipients shall report regarding the organization’s use of the grant funds to the City Council in the manner set in the aforementioned contract as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient’s ability to receive future grant funding.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the grant policy and application as presented.				



## CITY OF ORTING

### Grant Policy

**Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.**

#### **Section I. Baseline Criteria for receiving grant funding.**

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose, and organizations that benefit vulnerable and needy populations are given priority. Grant requests are considered on an annual basis and receiving a grant is not guaranteed year to year. Grant requests are dependent on limited city funds and the council reserves the right to allocate funds as it deems appropriate.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c) (3), or non-profit status, and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups

are assumed to meet these criteria, including groups that serve senior citizens age 65 and older; people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

## **Section II. Process for seeking Grant:**

1. All groups seeking grants from the City of Orting must submit a formal request in writing by August 21st of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
  - A. Grant Application;
  - B. Previous year's financial statement;
  - C. Current year's budget documents;
  - D. Signed Contract Agreement
  - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  - F. Proof of liability insurance.
2. Grant seekers must submit one electronic copy and one original copy of their application and a cover letter and any attachments to the City Clerk or designee by August 21<sup>st</sup>. The copies of these materials will be reviewed by the Community and Government Affairs Committee in September, who will bring their recommendation to the full Council at a study session in September. Those recommendations will be discussed during budget workshops. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution during budget season.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.
6. Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein.

Failure to report shall compromise the grant recipient’s ability to receive future grant funding.

**Section III. Funding Levels.**

The intent of the Council with setting funding thresholds is to encourage organizations to fundraise. The City does not typically want to be a long-term major grantor of any particular organization, and believes that fundraising is the primary purpose of a non-profit board. All current grant recipients will be reset to year one of the table below. The following table lays out the Council’s intended funding structure.

<u>Year</u>	<u>Maximum Percent of Recipient’s Prior Year’s Revenue, or Maximum Funding Amount</u>
1 <sup>st</sup>	At Council’s Discretion or \$10,000
2 <sup>nd</sup>	20% or \$8,000
3 <sup>rd</sup>	15% or \$6,000
4 <sup>th</sup>	10% or \$4,000
5 <sup>th</sup>	5% or \$2,000
6+	No more than 5% of recipient’s prior year’s revenue or \$2,000

**Section IV. Grants of Facilities**

Grant requests may request in their application use of a city facility without cost for a purpose that is the same as the stated mission of the grantor’s organization. Fundraising at City facilities is not permitted unless the grantee has paid a rental fee for the city facility.

**Section V. Insurance & Indemnity Requirements for City Grant.**

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of



insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.



FOR CITY CLERK USE ONLY:

# Grant Application-2025

Amount Requested: \$ \_\_\_\_\_

Name of Organization: \_\_\_\_\_ UBI #: \_\_\_\_\_

Contact Person's Name and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

How the grant will be used (This information can be provided in a letter, attached to this application):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who does the grant serve (This information can be provided in a letter, attached to this application):

\_\_\_\_\_  
\_\_\_\_\_

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

\_\_\_\_\_  
\_\_\_\_\_

Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: \_\_\_\_\_

### All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

\_\_\_\_\_  
**Signature of Authorized Representative of Applicant** \_\_\_\_\_  
**Date**

Please return completed form and any additional information to:  
City of Orting - Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360.  
For more information, please call (360) 893-9008 or email [clerk@cityoforting.org](mailto:clerk@cityoforting.org).



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  EPIC-EM ILA Amendment.	<b>AB24-59</b>	<b>Public Safety</b>		
		<b>6.6.2024</b>	<b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
	<b>Department:</b>	Public Safety		
	<b>Date Submitted:</b>	6.6.2024		
<b>Cost of Item:</b>	<u>\$0</u>			
<b>Amount Budgeted:</b>	<u>\$0</u>			
<b>Unexpended Balance:</b>	<u>\$0</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	ASAP			
<b>Submitted By:</b>	Devon Gabreluk			
<b>Fiscal Note: None</b>				
<b>Attachments:</b> EPIC-EM ILA AMENDMENT				
<b>SUMMARY STATEMENT:</b>				
<p>The City of Orting and the Cities of Puyallup, Bonney Lake, Buckley, Sumner, and the Towns of Carbonado and Wilkeson have previously entered into an ILA for Emergency Management and disaster preparedness services (East Pierce Interlocal Coalition for Emergency Management).</p> <p>This amendment seeks to: 1) Add language that authorizes the City of Puyallup to make resource requests for emergency equipment/supplies with the County/State on behalf of other EPIC agencies during emergencies when requested; 2) Add the Town of South Prairie to the ILA as a signatory agency; and 3) Add an updated cost-sharing schedule for signatory agencies due to the addition of South Prairie.</p> <p>This amendment, which has been carefully crafted by the EPIC oversight committee, brings no negative financial impact to the City of Orting. In fact, it enhances our ability to respond effectively to emergencies, further strengthening our commitment to the safety and well-being of our community.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To authorize the Mayor to sign an amendment to an Interlocal Agreement with EPIC-Emergency Management to allow for the addition of the Town of South Prairie to the Agreement, designating the City of Puyallup as authorized to make resource requests on behalf of member cities, and update the cost sharing agreement between the agencies.</p>				

AMENDMENT #1

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BONNEY LAKE, BUCKLEY, ORTING, SUMNER, AND PUYALLUP AND THE TOWNS OF CARBONADO AND WILKESON

THIS AMENDMENT amends that certain Interlocal Agreement services for emergency management between the City of Puyallup (“Puyallup”) and the Cities of Bonney Lake, Buckley, Orting, Sumner, and the Towns of Carbonado and Wilkeson (“Parties”) that became effective January 2021.

IN CONSIDERATION OF the terms and conditions set forth below, the Parties agree to the amendments to the Agreement as provided for herein.

ENTIRE AGREEMENT. The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. No amendments to the Agreement shall be binding upon the parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties, provided that if the parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each party’s Chief Administrative Officer may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

The following Sections and Subsection are hereby included by amendment into the above Interlocal Agreement.

Section 2(g) Puyallup may coordinate the ordering and distribution of resources, as requested, by the Parties.

Section 8(e) The chart marked as Attachment A shall be used to annotate cost distribution between the parties. Attachment A may be updated to reflect current operating costs through approval of the Joint Board. Each Parties governing body delegates updating Attachment A to the Joint Board.

Section 10. The Town of South Prairie is hereby added as a party to this Interlocal Agreement.

Jurisdiction	OFM Population Estimates (as of 2023)	% of Total Population w/o Puyallup	New Position Cost	Share of New Position Cost	Share of approx. \$25K EMPG Funds	Annual Cost of New Position with EMPG Funds Considered
Bonney Lake	23,250	45.9%	\$80,300	\$36,896.74	\$11,487.15	\$25,409.58
Buckley	5,555	10.98%	\$80,300	\$8,815.54	\$2,744.57	\$6,070.98
Carbonado	745	1.47%	\$80,300	\$1,182.28	\$368.08	\$814.20
Orting	9,110	18.00%	\$80,300	\$14,457.17	\$4,500.99	\$9,956.19
<b>Puyallup</b>	<b>43,420</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
South Prairie	645	1.27%	\$80,300	\$1,023.59	318.68	\$704.91
Sumner	10,800	21.34%	\$80,300	\$17,139.13	\$5,335.97	\$11,803.16
Wilkeson	495	0.98%	\$80,300	\$785.54	\$244.57	\$540.98
<b>Total Population</b>	<b>94,020</b>	<b>99%</b>		<b>\$80,300</b>	<b>\$25,000.00</b>	<b>\$55,300.00</b>
<b>Total Population without Puyallup</b>	<b>50,600</b>					

Except as expressly amended herein all other provisions of the Agreement for the provision of emergency management services by the City of Puyallup and the parties shall remain unchanged and in full force and effect.

CITY OF PUYALLUP

\_\_\_\_\_  
Steve Kirkelie  
City Manager  
City of Puyallup

Approved as to form:

\_\_\_\_\_  
Shawn Arthur, Deputy City Attorney

For: City of Bonney Lake

Attest:

For: City of Buckley

Attest:

For: Carbonado

Attest:

For: City of Orting

Attest:

For: City of Sumner

Attest:

For: Town of South Prairie

Attest:

For: Town of Wilkeson

Attest:



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  TBD Ordinance.	<b>AB24-11</b>	<b>Public Works</b>		
		<b>1.3.2024</b>	<b>1.17.2024</b>	<b>2.28.2024</b>
		<b>5.1.24</b>	<b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
		<b>6.5.24</b>		
	<b>Department:</b> Administration			
	<b>Date Submitted:</b>	12.22.23; 5.31.24		
<b>Cost of Item:</b>		TBD		
<b>Amount Budgeted:</b>		TBD		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		Fund 108		
<b>Timeline:</b>		None		
<b>Submitted By:</b>		Scott Larson		
<b>Fiscal Note:</b> Adoption of this ordinance would impose a \$10 annual fee on vehicles registered in the City of Orting, and a 0.1% sales tax on eligible transactions within the City of Orting. Total collections are estimated to be \$140,000 per year.				
<b>Attachments:</b> Policy Memorandum, Ordinance No. 2024-1123 (Tab), Ordinance No. 2024-1131 (Sales Tax); Tax Options Table				
<b>SUMMARY STATEMENT:</b>				
<p>Attached is a revised Ordinance No. 2024-1123 which would set vehicle tabs to \$10 per year, and Ordinance No. 2024-1131, which would add a 0.1% sales tax. Both Ordinances restrict funds raised to road maintenance. It is expected that these ordinances would conservatively raise \$140,000 per year.</p> <p>Projects slated to be completed under this plan would be adopted annually as part of the city’s six-year Transportation Improvement Plan (TIP). The proposed TIP is a separate item on this agenda.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To be determined.				

**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO. 2024-1123**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO ANNUAL VEHICLE  
LICENSE FEE; SETTING THE ANNUAL VEHICLE FEE AT  
\$10 (TEN DOLLARS); PROVIDING FOR SEVERABILITY,  
SETTING PROGRAM GOALS, ESTABLISHING A  
MECHANISM TO SPEND FUNDS; AND ESTABLISHING  
AN EFFECTIVE DATE**

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**WHEREAS**, the City of Orting Transportation Benefit District was established, pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City Council of Orting by Ordinance No. 976 in November 2011; and

**WHEREAS**, consistent with RCW 36.73.065, the District established an annual vehicle license fee in the amount of twenty dollars (\$20), to be collected by the Washington Department of Licensing on qualifying vehicles, set forth in RCW 82.80.140 and Chapters 36.73 and 46.16 RCW; and

**WHEREAS**, by Ordinance No. 2015-972, the City of Orting assumed the rights, powers, immunities, functions, and obligations of the Orting Transportation Benefit District, pursuant to Second Engrossed Substitute Senate Bill 5987 (2015), which amending Chapter 36.73 RCW to allow for said assumption; and

**WHEREAS**, following assumption of the functions of the Orting Transportation Benefit District (TBD), the City continued to collect the annual vehicle license fee in the amount of twenty dollars (\$20), as reflected in the City's annual budget ordinances; and

**WHEREAS**, the City Council elected to amend the rate to \$0 (zero dollars) in February of 2020 through Ordinance No. 2020-1058, after a public hearing and in response to the passage of Initiative No. 976, which repealed and lowered certain vehicle registration fees and taxes in Washington;

**WHEREAS**, Initiative No. 976 was later declared invalid by the State Supreme Court, but the City Council maintained the rate at \$0; and

**WHEREAS**, in 2022 Council set a goal of completing a street assessment and coming up with a plan to address street maintenance, including study of the TBD program;



**WHEREAS**, in 2023 the Public Works committee studied various options for street maintenance and found the TBD fee to be the most efficient source of funding, and recommended limiting expenditures to only street expenses and necessary pedestrian improvements; and

**WHEREAS**, on (insert date), the City Council held a duly noticed public hearing at its regularly schedule meeting to hear public comment on this Ordinance; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to set the annual vehicle fee in the amount of \$10 (ten dollars), consistent with Chapter 36.73 RCW;

**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. Amendment of Annual Vehicle Fee.** The annual vehicle fee established for the City of Orting and collected by the Washington Department of Licensing on qualifying vehicles, consistent with Ch. 36.73 RCW, is hereby amended to a charge in the amount of \$10 (ten dollars).

**Section 3. Notice to Department of Licensing.** The Clerk is instructed to submit this Ordinance to the Washington Department of Licensing (DOL), and to direct DOL to take all steps necessary to immediately implement this Ordinance.

**Section 4. Goals and Policy of Transportation Benefit District Program.** The council adopts the following goals and policy statements to guide project selection and development for the Transportation Benefit District:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$10 per vehicle charge as adequate to cover the program needs.

**Section 5. Implementation.** The city will identify projects eligible for TBD funding as part of its 6-year Transportation Improvement Plan which is adopted annually around June.

**Section 6. Department of Licensing Agreement.** Should any agreement with the Department of Licensing, another Washington State Agency, or their vendor become necessary to implement this fee, the Mayor is authorized to execute those agreements.

**Section 7. Termination of Fee.** The annual vehicle fee authorized will revert to \$0 (zero dollars) annually on January 1, 2030 unless re-authorized by the City Council.

**Section 8. Ratification.** All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

**Section 9 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 10. Corrections.** Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

**Section 11. 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 XX DAY OF Month, 2024**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kim Agfalvi, City Clerk, CMC

Approved as to form:

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

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No. 20XX-XXXX  
Date of Publication:  
Effective Date:

**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO. 2024-1131**

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**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TEHTH OF ONE PERCENT WITHIN THE CITY OF ORTING TRANSPORTATION BENEFIT DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS ASSOCIATED WITH TRANSPORTATIONS IMPROVEMENTS WITHIN DISTRICT IDENTIFIED HEREIN; PROVIDING FOR SEVERABILITY, SETTING PROGRAM GOALS, ESTABLISHING A MECHANISM TO SPEND FUNDS; AND ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, the City of Orting Transportation Benefit District was established, pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City Council of Orting by Ordinance No. 976 in November 2011; and

**WHEREAS**, by Ordinance No. 2015-972, the City of Orting assumed the rights, powers, immunities, functions, and obligations of the Orting Transportation Benefit District, pursuant to Second Engrossed Substitute Senate Bill 5987 (2015), which amending Chapter 36.73 RCW to allow for said assumption; and

**WHEREAS**, the City's necessary transportation improvement projects are identified in the City of Orting's Transportation System Plan and the City's Six-Year Transportation Improvement Plan; and

**WHEREAS**, in 2022 Council set a goal of completing a street assessment and coming up with a plan to address street maintenance, including study of the TBD program;

**WHEREAS**, in 2023 the Public Works committee studied various options for street maintenance and found the TBD sales tax to be an efficient source of funding, and recommended limiting expenditures to only street maintenance expenses, necessary pedestrian improvements, and establishing goals to further this work; and

**WHEREAS**, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065; and

**WHEREAS**, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455 in an amount not exceeding one-tenth of

one percent (0.1%) for a period of 10 years upon a majority vote of the governing board of the District for the purpose of financing certain transportation improvements; and

**WHEREAS**, a sales and use tax will apply to all persons who shop and thereby use streets and roadways in the City of Orting; and

**WHEREAS**, on (insert date), the City Council held a duly noticed public hearing at its regularly schedule meeting to hear public comment on this Ordinance; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to pass this ordinance;

**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. Addition of .1% sales tax.** The City Council as the governing body of the City of Orting finds that it is in the best interest of the City to impose a sales and use tax of one-tenth of one percent (.001) pursuant to sections 36.73.040(3)(a), 36.73.065(4)(v), and 82.14.0455 of the Revised Code of Washington for the purpose of raising revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund transportation improvements in the District, and to impose such sales and use tax. The sales and use tax shall be imposed for a period not exceeding ten (10) years. The tax shall be in addition to any other taxes authorized by law and shall be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 of the Revised Code of Washington, as amended, upon the occurrence of any taxable event within the boundaries of the City of Orting City limits.

**Section 3. Description of transportation improvements.** The revenues from a sales and use tax may be used to acquire, invest in, construct, improve, provide, operate, . preserve, maintain and/or fund the following described transportation improvements:

- a) Projects in the District identified in the City of Orting's Transportation System Plan and the City of Orting's Six-Year Transportation Improvement Program;
- b) Expanded projects identified in accordance with section 36.73.160 of the Revised Code of Washington, as amended.

The cost of all construction, maintenance, preservation, operation, design, engineering, construction management, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses, and other costs incurred in connection with the foregoing described transportation benefit district projects shall be deemed to be part of the transportation improvements.

**Section 4. Notice to Department of Revenue.** The Clerk is instructed to submit this Ordinance to the Washington Department of Revenue (DOR), and to direct DOR to take all steps necessary to immediately implement and collect the tax imposed by this Ordinance.

**Section 4. Goals and Policy of Transportation Benefit District Program.** The council adopts the following goals and policy statements to guide project selection and development for the Transportation Benefit District:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

**Section 5. 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 6. Corrections.** Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

**Section 7. 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 XX DAY OF Month, 2024**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kim Agfalvi, City Clerk, CMC

Approved as to form:

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

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No. 20XX-XXXX  
Date of Publication:  
Effective Date:



# Memo

**To:** CM Williams & CM Moore

**From:** Scott Larson, City Administrator

**cc:** Marshall Maurer, John Bielka

**Date:** December 6, 2023

**Re:** TBD Policy

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## Background

1. In 2011 the council adopted Ordinance No. 920, establishing a Transportation Benefit District (TBD) for the purpose of a stable funding source to maintain existing motorized transportation facilities, as existing resources were found to be inadequate for this purpose, by assessing a \$20 per vehicle tax paid at the time of vehicle license renewal.
2. In 2015 the council adopted Ordinance No. 2015-972 which dissolved the District and absorbed it under the "City" government continuing with established plan and goals of street preservation and maintenance.
3. In 2016 council adopted Resolution No. 2016-29 modifying permissible uses of TBD funding to include non-motorized transportation facilities.
4. For the last 10 years, the TBD has been the primary revenue source for chip seal/grind & overlay maintenance of our streets. Revenue in the streets fund covers custodial maintenance (potholes, sweeping), staff costs associated with the same as well as street lights.
5. In 2020 Council adopted Ordinance No. 2020-1058 which reduced the TBD fee to \$0.00 following passage of I-976.
6. In October of 2020 the Washington State Supreme Court found I-976 unconstitutional, allowing cities to continue assessing transportation benefit district fees.
7. In 2022, the council adopted a goal of completing a street assessment and coming up with a plan to pay for said maintenance.
8. In 2022, the council commissioned an ADA transition plan which assessed city facilities (both vertical and infrastructure) based on current accessibility standards, and the plan made a number of recommendations for improvements.



## Financials:

The TBD historically collected \$20 per registered vehicle per year since 2012 and has spent an average of \$85,000 per year between 2013 and 2019. Here is a table showing summarizing revenues and expenses.

	Revenue	Expense	Population
2013	88,874.54	71,775.13	7,058
2014	118,384.96	93,976.79	7,235
2015	127,941.69	65,680.09	7,501
2016	132,580.80	165,995.76	7,785
2017	135,991.35	103,738.40	8,126
2018	138,512.55	19,219.75	8,415
2019	140,898.45	79,040.88	8,735
2020	42,995.70	3,783.49	9,041
2021	178.20	42,152.79	9,010
2022	43.04	36,468.75	9,055
2023	-	14,375.50	9,110

## Goals

The goals of the Transportation Benefit District are as follows:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

## Project Proposals

Based on the Street Assessment report and the ADA transition plan, here is a set of assumptions as well as annual costs and fund balances. Here are the assumptions:

1. Staff will pursue grants to cover the following:
  - a. Overlay – 50% grant funded
  - b. Chip seal 25% grant funded
  - c. Reconstruction – 80% grant funded
  - d. Curb ramps – 80% grant funded

2. Construction costs are based on a 2022 estimate.
  - a. Actual costs have been increased to account for permitting, design, right-of-way cost. For Chip seal, overlay and curb ramps this is estimated at 25% of construction; for reconstruction this cost is estimated at 50% of construction.
  - b. All total costs have been inflated 3% per annum based on the assumed year of construction.

Here is an annual estimate of the program costs. Please note that revenue has not been inflated and is assumed to remain at \$140,000 per year:

Year	Cost	Balance
2024	119,780.00	220,220.00
2025	152,940.63	207,279.38
2026	224,700.00	122,579.38
2027	176,841.25	85,738.13
2028	163,725.00	62,013.13
2029	147,090.63	54,922.50
2030	166,780.00	28,142.50
2031	111,760.00	56,382.50
2032	134,875.00	61,507.50
2033	124,687.50	76,820.00
2034	128,350.00	88,470.00

The following page contains a list of the projects, organized by year to accomplish all the identified street maintenance as well as a portion of the curb ramps and sidewalks over the next 10 years.

	<u>Project</u>	<u>Cost (2022)</u>	<u>Cost +</u>	<u>City Share</u>	<u>Grant</u>	<u>City Cost + Inf</u>	<u>Ft. of Lanes</u>	<u>Year</u>	<u>Type</u>
	Boatman Avenue/Cloud Street/Nunnally Avenue Crack Seal (Lane Boulevard to Colorossi Cir.)	\$9,000	\$9,000	\$9,000		\$9,540	3,871	2024	crack seal
	Icey Street Crack Seal (East of Grinnell Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,729	2024	crack seal
	Grinnell Avenue Crack Seal (South of Balmer Street)	\$4,000	\$4,000	\$4,000		\$4,240	1,642	2024	crack seal
	Williams Boulevard/Avenue/Court Crack Seal (West of Headley Avenue)	\$8,000	\$8,000	\$8,000		\$8,480	3,356	2024	crack seal
	Williams Street Crack Seal (Ozzie Street to Williams Avenue)	\$7,000	\$7,000	\$7,000		\$7,420	2,845	2024	crack seal
	Mellinger Avenue Crack Seal (Williams Street to Williams Boulevard)	\$4,000	\$4,000	\$4,000		\$4,240	1,685	2024	crack seal
	Nunally Avenue Crack Seal (Cloud Street to Williams Boulevard)	\$5,000	\$5,000	\$5,000		\$5,300	1,960	2024	crack seal
	Lane Boulevard Crack Seal (Nunnally Avenue to Washington Avenue)	\$5,000	\$5,000	\$5,000		\$5,300	2,086	2024	crack seal
	Thompson Avenue Crack Seal (Callendar Street to Groff Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,688	2024	crack seal
	Calistoga Street Crack Seal (Ammons Lane to River Avenue)	\$5,000	\$5,000	\$5,000		\$5,300	1,831	2024	crack seal
	Callendar Street Crack Seal (Thompson Avenue to Groff Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,676	2024	crack seal
	Train Street Reconstruction (Eldredge Avenue to Ammons Lane)**	\$7,000	\$7,000	\$7,000		\$7,420	2,917	2024	crack seal
	Skinner Way Reconstruction (Calistoga Street to Belfair Avenue)**	\$5,000	\$5,000	\$5,000		\$5,300	1,915	2024	crack seal
	Bowlin Avenue Reconstruction (Parker Lane to Leber Street)**	\$5,000	\$5,000	\$5,000		\$5,300	1,828	2024	crack seal
	Old Pioneer Way Reconstruction (North of Chief Emmons Lane)**	\$7,000	\$7,000	\$7,000		\$7,420	2,842	2024	crack seal
	Corrin Avenue Overlay (South of Harman Way)**	\$5,000	\$5,000	\$5,000		\$5,300	2,060	2024	crack seal
	Brown Street and Brown Way Overlay**	\$7,000	\$7,000	\$7,000		\$7,420	2,983	2024	crack seal
	Washington Avenue Overlay (South of Bridge Street)**	\$8,000	\$8,000	\$8,000		\$8,480	3,330	2024	crack seal
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$10,600		2024	Pedestrian
	Olive Street Chip Seal	\$10,000	\$12,500	\$9,375	\$3,125	\$10,219	749	2025	chip seal
	Whitehawk Boulevard Chip Seal (Washington Avenue to Orting Avenue)	\$74,000	\$92,500	\$69,375	\$23,125	\$75,619	5,617	2025	chip seal
	Calistoga Street Chip Seal (Kansas Street to Corrin Avenue)	\$55,000	\$68,750	\$51,563	\$17,188	\$56,203	4,222	2025	chip seal
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$10,900		2025	Pedestrian
↳	Eldredge Avenue Overlay (Whitesell Street to Calistoga Street)	\$90,000	\$112,500	\$56,250	\$56,250	\$63,000	1.99	2026	overlay
	Tacoma Avenue Chip Seal	\$24,000	\$30,000	\$22,500	\$7,500	\$25,200	1,770	2026	chip seal
	Corrin Avenue Overlay (Whitesell Street to Bridge Street)	\$179,000	\$223,750	\$111,875	\$111,875	\$125,300	3,986	2026	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,200		2026	Pedestrian
	Skinner Way Reconstruction (Calistoga Street to Belfair Avenue)**	\$273,000	\$409,500	\$81,900	\$327,600	\$94,185	1,915	2027	Reconstruction
	Anderson Street Overlay (Williams Street to Boatman Avenue)	\$99,000	\$123,750	\$61,875	\$61,875	\$71,156	2,203	2027	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,500		2027	Pedestrian
	Deeded Lane (Calistoga Street to Eldredge Avenue)	\$145,000	\$181,250	\$90,625	\$90,625	\$106,938	3,216	2028	overlay
	Orting Avenue (Callendar Street to Whitehawk Boulevard)	\$61,000	\$76,250	\$38,125	\$38,125	\$44,988	1,358	2028	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,800		2028	Pedestrian
	Corrin Avenue Overlay (South of Harman Way)**	\$93,000	\$116,250	\$58,125	\$58,125	\$70,331	2,060	2029	overlay
	Stone Street Chip Seal (Headley Avenue to Mellinger Avenue)	\$13,000	\$16,250	\$12,188	\$4,063	\$14,747	982	2029	chip seal
	Eldredge Avenue Chip Seal (Calistoga Street to Kansas Street)	\$44,000	\$55,000	\$41,250	\$13,750	\$49,913	3,313	2029	chip seal
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,100		2029	Pedestrian
	Train Street Reconstruction (Eldredge Avenue to Ammons Lane)**	\$415,000	\$622,500	\$124,500	\$498,000	\$154,380	2,917	2030	Reconstruction
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,400		2030	Pedestrian
	Bowlin Avenue Reconstruction (Parker Lane to Leber Street)**	\$260,000	\$390,000	\$78,000	\$312,000	\$99,060	1,828	2031	Reconstruction
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,700		2031	Pedestrian
	Washington Avenue (South of Bridge Street)**	\$150,000	\$187,500	\$93,750	\$93,750	\$121,875	3,330	2032	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,000		2032	Pedestrian
	Brown Street and Brown Way**	\$134,000	\$167,500	\$83,750	\$83,750	\$111,388	2,983	2033	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,300		2033	Pedestrian
	Ammons Lane (Leber Street to River Avenue)	\$135,000	\$168,750	\$84,375	\$84,375	\$114,750	2,994	2034	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,600		2034	Pedestrian
	Old Pioneer Way Reconstruction (North of Chief Emmons Lane)**	\$404,000	\$606,000	\$121,200	\$484,800	\$168,468	2,842	2035	Reconstruction

<u>Revenue Source</u>	<u>Description</u>	<u>Options</u>	<u>Relevant RCW</u>	<u>Pros</u>	<u>Cons</u>
Property Taxes	Main source of revenue for cities, includes general fund levy and other specific levies.	Currently collecting maximum amount without voted levee lid lift.	RCW 84.52	Stable funding source, our property taxes are <i>currently</i> low compared to their historical rates	This would require a vote which on first glance seems unlikely to pass for this type of use. There are road users other than citizens that this tax wouldn't burden.
Sales and Use Taxes	Includes basic sales tax and additional options like transportation benefit district sales tax.	City could impose a 0.1% councilmatic sales tax or a voted 0.3% sales tax.	RCW 82.14	This would collect revenue from more than just the folks that live with our community, but would be considered road users. The advantage of a sales tax is that it would scale with inflation over time whereas a fixed fee like the previous tab fee was fixed.	Sales taxes are already relatively high, and sales taxes are regressive. 0.1% would not collect as much as we previously collected (~\$140k/yr). It seems unlikely that voters would approve a 0.3% sales tax.
Business and Utility Taxes & Fees	Taxes on business operations and utilities can fund city services including transportation.	The City could increase existing utility tax rates and/or impose a utility tax on city owned utilities.	RCW 35.21.870 (Business), RCW 35.67.020 (Utility)	Taxes on city owned utilities are not currently imposed. We are one of the few communities that has not utilized this source of revenue to fund general government. Imposition of this tax is councilmatic and does not require a vote. There is also no limit on how much we can impose on city owned utilities.	Based on conversations around city service delivery, it seems like this source of tax revenue may be needed for other priorities including funding additional public safety initiatives.
Real Estate Excise Taxes (REET)	Levied on real estate transactions, portions can be allocated for transportation.	Half or REET is already allocated to transportation projects. There are no options to increase this, however we could reallocate amounts currently going towards parks for additional capital transportation costs. This would not help with maintenance projects.	RCW 82.45	There may be options to re-allocate REET dollars currently allocated to parks to free up additional maintenance dollars in the street/transportation funds.	It doesn't appear there are additional options to use REET for street maintenance activities.
Transportation Benefit District Fees	Vehicle license fees and other charges specifically for transportation projects.	This is the same fee the city previously collected and could be collected again.	RCW 36.73	A vehicle license fee is paid directly by users that create the need for roads maintenance.	Vehicle license fees are already very high in our area due to state fees and RTA fees. There are other road users that would potentially not be impacted by this tax.



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Budget Amendment.	<b>AB24-62</b>	<b>CGA</b>		
		<b>6.5.2024</b>	<b>5.15.2024</b> <b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
	<b>Department:</b> Executive			
	<b>Date Submitted:</b> 5.8.2024			
	<b>Cost of Item:</b> N/A			
<b>Amount Budgeted:</b>		N/A		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		N/A		
<b>Timeline:</b>		N/A		
<b>Submitted By:</b>		Scott Larson		
<b>Fiscal Note:</b> See below.				
<b>Attachments:</b> Draft Compensation Study, Budget Ordinance No. 2024-1130				
<b>SUMMARY STATEMENT:</b>				
<u>Staff Salaries – Non-Represented Staff</u>				
<p>As part of the 2024 Budget process, the council commissioned a compensation study for non-represented staff. The consultant selected comparable cities to benchmark our positions and compensation packages. Overall, Orting’s compensation is similar to that of other cities of comparable size, except for a few positions. Specifically, our building official, city clerk, and HR Analyst earn less than their counterparts. Based on the Staffing Consultant’s recommendation, a budget amendment bringing salaries inline with median salaries of the basket of cities has been prepared.</p>				
<p><b>Fiscal Note:</b> through the budget process, 2024 salaries were increased by 3% for non-represented staff on aggregate compared to what the Mayor recommended in his draft budget. However, salary expenses were not changed in the budget, and the expense budget is based off the Mayor’s original recommendation. The budget that was passed was balanced, and adopting the recommended salaries would not increase the city’s overall expense budget.</p>				
<u>Summer Recreation Staffing Count</u>				
<p>The 2024 Budget provided funding for contracting staff for the Summer Recreation program. After reviewing current legal guidelines which define contracted versus employee duties, the City has determined that providing a two-week term-limited employment, rather than contracted services, is the most appropriate path forward.</p>				
<p>Since the City will be directing the employees’ work schedules, location and providing resources, four Daycamp Counselors and a Daycamp Lead need to be added to the staffing matrix. To address</p>				

this, an updating staffing matrix has been prepared, proposing at wage range of \$17.49 to \$23.06 per hour through a budget amendment.

**Fiscal Note:** The overall budget allocated for this summer program is \$10,000 which will cover the cost of salaries and supplies for this program.

**RECOMMENDED MOTION: Motion:**

To adopt Ordinance No. 2024-1130, amending Ordinance No 2023-1119 City of Orting 2024 Budget and Ordinance No 2024-1124 Budget Amendment and, providing for appropriation and expenditure of funds received in excess of estimated revenues; adopting various transfers; and providing for severability; and establishing an effective date.

CITY OF ORTING  
WASHINGTON  
**ORDINANCE NO. 2024-1130**

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**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, AMENDING ORDINANCE NO. 2023-1119, AMENDING THE CITY OF ORTING 2024 BUDGET, PROVIDING FOR APPROPRIATION AND EXPENDITURE OF FUNDS RECEIVED IN EXCESS OF ESTIMATED REVENUES; ADOPTING VARIOUS TRANSFERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, Washington State law, Chapter 35A.33 RCW provides for the annual adoption of the City’s budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

**WHEREAS**, the City Council adopted the 2024 budget pursuant to Ordinance No. 2023-1119 and Budget amendment pursuant to Ordinance No. 2024- 1124; and

**WHEREAS**, the expenditures as classified and itemized in the adopted budget as amended constitute the City's appropriations for the ensuing fiscal year provided that the budget Ordinance may be amended by ordinance to provide for appropriation and expenditure of funds received in excess of the estimated revenues during the calendar year; and

**WHEREAS**, the City has received funds that are in excess of the estimated revenues for the 2024 budget year and desires to amend the 2024 budget to provide for the appropriation and expenditure of said funds; and

**WHEREAS**, this amendment to the 2024 budget could not have been reasonably foreseen during budget development; and

**WHEREAS**, the Council finds that the amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public’s health, safety and welfare;

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

**Section 1. Amending Section 4.** The job classifications and pay ranges for employees of the City of Orting is hereby amended as shown in Exhibit A.

**Section 2. Corrections.** The City Clerk is authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

**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 26th DAY OF JUNE, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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

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



## 2024 Job Classifications and Pay Ranges

Salary (Low & High)

Position	Range	Approved FTE		Department	Low	High
		Positions				
<b>Unrepresented Employees</b>						
City Administrator	51	1		GG	164,964.80	185,660.80
Finance Director	43	1		GG	130,228.80	146,577.60
Community Development Director/Planner	40	1		GG	119,184.00	134,139.20
City Clerk	34	1		GG	99,798.40	112,340.80
Administrative Assistant	21	1		GG	67,953.60	76,502.40
Events & Activities Coordinator	20	0.65		GG	42,885.44	48,266.40
HR Clerk	27	1		GG	81,161.60	91,332.80
Court Administrator	32	1		Court	94,078.40	105,892.80
Police Chief	48	1		Police	150,966.40	169,915.20
Police Commander	38	1		Police	112,340.80	126,422.40
Emergency Management Coordinator	23	1		Police	72,092.80	81,161.60
Capital Projects Manager	38	1		PW	112,340.80	126,422.40
City Engineer (PE)	43			PW	130,228.80	146,577.60
Public Works Director	43	1		PW	130,228.80	146,577.60
Public Works Superintendent ( <i>Deputy PW Dir</i> )	36	1		PW	105,892.80	119,184.00
Building Official	33	1		GG	96,907.20	109,054.40
GIS Technician (Term Limited)	18	1		PW	62,192.00	70,012.80
Term Limited Landscape Maintenance	1	1		PW	37,633.98	42,357.38
five positions @						
Term Limited Recreational Staff	1	81 hours each		Parks & Rec	\$ 1,416.69	\$ 1,870.29
Supported Employment	1	0.2		PW	7,526.80	8,471.48
<b>Police Wages (Per CBA)</b>						
Officer	P24	7		Police	83,916.14	97,285.03
Detective	P26	1		Police	91,709.28	100,212.84
Lieutenant	P28	2		Police	111,881.02	111,881.02
<b>Public Works and Administrative Staff (Per CBA)</b>						
Sr. Accountant	21	1		GG	67,953.60	76,502.40
Accountant I	17	1		GG	60,382.40	67,953.60
Court Clerk	16	0.5		GG	58,635.20	32,988.80
Permit & PW Support	17	1		GG	60,382.40	67,953.60
Admin Asst. PW	21	1		PW	67,953.60	76,502.40
Wastewater Plant Supervisor	35	1		PW	102,793.60	115,710.40
Water Plant Supervisor	27	1		PW	81,161.60	91,332.80
Maintenance Worker Lead	22	1		PW	70,012.80	78,790.40
Wastewater OIT	15			PW	56,908.80	64,064.00
Wastewater I	18	3		PW	62,192.00	70,012.80
Wastewater II	22			PW	70,012.80	78,790.40
Wastewater III	27			PW	81,161.60	91,332.80
Water OIT	15			PW	56,908.80	64,064.00
Water I	18	3		PW	62,192.00	70,012.80
Water II	21			PW	67,953.60	76,502.40
Water III	25			PW	76,502.40	86,091.20
Maintenance Worker I	15	5		PW	56,908.80	64,064.00
Maintenance Worker II	20			PW	65,977.60	74,256.00
Stormwater Worker I	16	2		PW	58,635.20	65,977.60
Stormwater Worker II	21			PW	67,953.60	76,502.40
Code Enforcement	24	1		GG	74,256.00	83,595.20
Police Records Clerk I	15	1		GG	56,908.80	64,064.00

~Positions with a box around their "FTE" represent a series of positions that can be hired, with the maximum number of employees employed for that series limited to the FTE approved in the budget.

\*Current non-represented staff will be paid no more than shown.

**Informational**

<u>Position</u>	<u>2023 Salaries</u>	<u>Current Salaries</u>	<u>*07/01/2024 Salaries</u>
<b>Unrepresented Employees</b>			
City Administrator	\$ 169,873.68	\$ 169,873.68	\$ 175,011.20
Finance Director	\$ 122,719.92	\$ 122,740.80	\$ 130,228.80
Community Development Director/Planner		\$ 122,740.80	\$ 122,740.80
City Clerk	\$ 91,312.08	\$ 96,334.24	\$ 102,793.60
Administrative Assistant	\$ 62,192.00	\$ 65,612.26	\$ 67,953.60
Events & Activities Coordinator	\$ 39,248.56	\$ 41,641.60	\$ 42,885.44
HR Clerk	\$ 67,953.60	\$ 73,841.56	\$ 81,161.60
Court Administrator	\$ 91,312.08	\$ 96,334.24	\$ 99,798.40
Police Chief	\$ 150,945.60	\$ 159,247.61	\$ 164,964.80
Police Commander			
Emergency Management Coordinator		\$ 36,046.40	\$ 36,046.40
Capital Projects Manager	\$ 122,719.92	\$ 129,469.52	\$ 129,469.52
Public Works Director	\$ 138,132.72	\$ 142,967.37	\$ 142,967.37
Public Works Superintendent ( <i>Deputy PW Dir</i> )		\$ 109,054.40	\$ 109,054.40
Building Official	\$ 88,649.52	\$ 91,309.01	\$ 96,907.20
GIS Technician	\$ 60,382.40	\$ 62,192.00	\$ 64,064.00



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Compensation Study Draft.	<b>AB24-50</b>	<b>CGA</b>		
		<b>6.5.2024</b>	<b>5.15.2024</b> <b>6.12.2024</b>	<b>6.12.2024/6.26.2024</b>
	<b>Department:</b> Executive			
	<b>Date Submitted:</b> <b>5.8.2024</b>			
	<b>Cost of Item:</b> N/A			
<b>Amount Budgeted:</b>		N/A		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		N/A		
<b>Timeline:</b>		N/A		
<b>Submitted By:</b>		<b>Scott Larson</b>		
<b>Fiscal Note:</b> See below.				
<b>Attachments:</b> Draft Compensation Study				
<b>SUMMARY STATEMENT:</b>				
<p>As part of the 2024 Budget process, the council commissioned a compensation study for non-represented staff. The consultant selected comparable cities to benchmark our positions and compensation packages. The initial findings reveal that Orting's salaries are slightly lower than those in comparable cities, although our generous leave benefits compensate for this difference. When including leave benefits in the analysis, Orting's overall compensation is similar to that of other cities of comparable size, except for a few positions. Specifically, our building official and city clerk earn less than their counterparts, whereas our Capital Projects Manager and Police Chief are paid more.</p> <p>At the study session on May 15, council requested staff to bring back a compensation policy and salary recommendations for the CGA committee to consider.</p> <p><b>Fiscal Note:</b> through the budget process, 2024 salaries were increased by 3% for non-represented staff on aggregate compared to what the Mayor recommended in his draft budget. However, salary expenses were not changed in the budget, and the expense budget is based off the Mayor's original recommendation. The budget that was passed was balanced, and adopting the recommended salaries would not increase the city's overall expense budget.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
If Council decides to move forward, have staff draft a Budget Ordinance that adopts a recommended wage proposal for the June 12 <sup>th</sup> , 2024 meeting.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD				

City of Orting, Washington  
2024 Non-Represented Compensation Study

Cabot Dow Associates  
April 18, 2024

## Contents

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## Background

The City of Orting is located in Pierce County, in the foothills of Mount Rainer between the Puyallup and Carbon Rivers, along State Route 162 about 20 miles southeast of Tacoma. Incorporated in 1889, the city of 9,110 is characterized by its proximity to Mount Rainier, historical preservation, and primarily residential land use.

Orting has a mayor-council form of government and is governed by a mayor, who presides over a seven-member City Council. City departments are managed by department heads and report to a City Administrator. Orting provides water and sewer utility services, police, a municipal court, and various other key municipal responsibilities. Fire protection is provided by Pierce County Fire District 18.

The City employs 45 regular and part-time employees. 31 employees are represented by labor unions, and the remaining 14 employees are non-represented management positions.

## Scope of Study

The objective of the 2024 Non-Represented Compensation Study was to perform a total compensation analysis of all non-represented positions, which includes management and exempt employees. The City had not conducted a study for several years and was interested in its standing in terms of total compensation (ie salaries and selected benefits such as health benefits and paid leave) amongst a selected sample of cities in Washington State.

## Market Sample

Selection of comparable agencies for compensation study purposes is often grounded in the interest arbitration statute for uniformed personnel (including public safety personnel). While not applicable to non-commissioned employees of cities, RCW 41.56.465 outlines a statutory proxy for selecting comparison cities when it comes to salary survey processes, including using a comparison of “*the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like employers of similar size on the west coast of the United States.*”

The City last used a list of comparables for police bargaining in 2021, following the applicable RCW. Including like employers (i.e. cities) by similarity in size of resident population and then by total city budget as a measure of similar size, using a parameter of 50% below and 50% above Orting’s demographics, is an acceptable and recommended practice for compensation studies. Similarities in service provision were also considered.

While proximity is often a factor in determining similar agencies for comparison, it is reasonable to consider objective measures of size (ie population, budget) and similar employers (ie services provided) for jurisdictions in the greater Pacific Northwest, including Washington and Oregon. Casting the net more broadly yields more data that guides employer salaries in aiming for fair outcomes and fiscal responsibility. In order to normalize compensation comparisons, regional price parity information from the Federal Bureau of Economic Analysis was factored in to adjust for cost-of-living differences between cities where necessary.

The recommended list of agencies used for the study are listed below and shown with more detail in Attachment A.

<b>Recommended City</b>	<b>Population</b>	<b>2024 Budget</b>
<i>Orting</i>	9,110	\$28,562,000
Black Diamond	6,880	\$33,306,000
Buckley	5,555	\$36,919,000
Chehalis	7,400	\$38,612,000
Cheney	13,160	\$35,286,000
Fircrest	7,235	\$34,214,000
Lake Forest Park	13,660	\$24,224,000
Ocean Shores	7,380	\$41,585,500
Omak	4,980	\$23,190,000
Othello	9,005	\$31,409,000

The recommended comparison agencies are those shown that fall between 50% below and 50% above Orting’s population and 2024 total budget and that provide similar services as Orting, including municipal court and utility services. While FTEs are shown for information purposes, this factor has not been a primary determinant in selecting or rejecting a potential comparable city due to considerable variation

in the relationship between respective cities' population, budgets and FTE numbers. Three of the proposed comparable cities have larger staff sizes than Orting but fall within the population and budget parameters.

Several of the recommended comparable cities were previously included by both labor and management in bargaining, providing some historical continuity for the current non-represented position compensation study. While two Oregon cities were included in the recommended list of cities, no response was received from either city, so no out-of-state data was ultimately used in the study results.

## Report Methodology

CDA made every effort to obtain as much pertinent data as possible from comparable cities; oftentimes, apples-to-apples comparisons are difficult to make, and data from other agencies is sometimes not forthcoming. CDA reviewed Orting's job descriptions and compared them with similar job descriptions in each of the comparable agencies. Job matches were considered appropriate when approximately 80% of the job position content was similar to the City's corresponding position. In addition to job descriptions, CDA used other available documents, such as collective bargaining agreements, organizational charts, payroll data, and established surveys such as those published by the Associates of Washington Cities, to supplement the study.

Total compensation reports for 10-year employees are provided in the Appendices. *Total compensation* is shown from the employer cost perspective and includes the position salary for the respective tenure; applicable longevity premiums; employer deferred compensation contributions; medical, dental, and vision premium contributions; and paid holiday and vacation leave.<sup>1</sup> These compensable items were summed into a net hourly rate to use as a basis of comparison of total compensation between Orting and the selected market.

## Total Compensation Analysis Results

Appendix B summarizes the comparisons between Orting's salaries at the salary range high and that of the market and the total compensation net hourly amount separately. The summary highlights positions that are more than 10% below the market median; positions less than 10% above or below the market median are considered to be "within market," in accordance with common compensation practice.

When considering salaries alone, one position was more than 10% above the market, and two positions were more than 10% below the market (shown in the table below).<sup>2</sup> However, when factoring in additional compensation items such as medical insurance, deferred compensation, and paid leave, all positions were within the market, and two positions were more than 10% above the market. One factor that might explain this is Orting's higher than median vacation leave. Of note, the City of Black Diamond's management positions are largely represented, and 2024 salaries have not yet been settled.

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<sup>1</sup> Composite insurance premium rates were adjusted by a factor of 1.33 for comparability purposes.

<sup>2</sup> One position, HR/Payroll, was not able to be benchmarked due to a lack of matches.

Over/Under Market Positions	Salary Range Market Difference
Capital Projects Manager	18%
Building Official	-13.1%
City Clerk	-10.4%

### *Recommendation*

Because these management positions are fairly unique and highly individual to the organization, consideration should be made for the needs of the organization prior to making any compensation changes. It is recommended that the City review the job descriptions of those positions that were significantly above or below the market median. Often, significant differences appearing in compensation studies indicate classification differences amongst comparable agencies that are not captured in the City's job descriptions.

Further, the City may discuss how these results fit within the broader context of a stated compensation philosophy/policy after input by the City's executive and legislative leadership. While the City's salaries may be low, on average, compared to similar agencies, the City's total compensation package makes up this difference considerably, particularly in terms of paid leave. Whether acknowledged or not, these results communicate values that the City holds with regard to compensation of employees, and it is recommended that the City confirm whether or not these results are reflective of its actual compensation goals.

### *Validation*

This Report on the total compensation analysis of the City of Orting's non-represented positions was prepared by Cabot Dow, the president and principal human resources management consultant at Cabot Dow Associates, Inc. This Report is intended to be fully responsive to the City's contract for professional services and reflects the consultant's independent professional methodology, tables, judgments and findings.

### *Compensation Report Appendices*

- A. Comparable Agency Analysis
- B. Summary of Position Comparisons
- C. Individual Position Comparisons

County	Jurisdiction	RPP Adjustment Factor	2023 Pop. Est.	Total 2024 Budget	FTEs	Utilities	Municipal Court
Pierce	Orting		9,110	\$ 28,562,000	45	Y	Y
	50% below		4,555	\$ 14,281,000	23		
	50% above		13,665	\$ 42,843,000	68		
<i>Proposed Comparable Cities - 50% below/50% above population/budget</i>							
King	Black Diamond	100%	6,880	\$ 33,306,000	51	Y	Y
Pierce	Buckley	100%	5,555	\$ 36,919,000	49	Y	Y
Lewis	Chehalis	112%	7,400	\$ 38,612,000	109	Y	Y
Spokane	Cheney	111%	13,160	\$ 35,286,000	93	Y	Y
Pierce	Fircrest	100%	7,235	\$ 34,214,000	39	Y	Y
King	Lake Forest Park	100%	13,660	\$ 24,224,000	50	Sewer only	Y
Grays Harbor	Ocean Shores	112%	7,380	\$ 41,585,500	105	Y	Y
Okanogan	Omak	112%	4,980	\$ 23,190,000	43	Y	Y
Adams	Othello	112%	9,005	\$ 31,409,000	56	Y	Y
Marion (OR)	Stayton	108%	8,295	\$ 24,580,000	53	Y	Y
Jackson (Or)	Eagle Point	108%	9,955	\$ 32,625,000	33	Y	Y

For Review



**Average Difference, High Salary:** -2.5%

**Average Difference, High Total Comp:** 4.7%

Orting Position	High Salary			High Total Comp-Net Hrly			Rank
	Orting	Median	% Diff	Orting	Median	% Diff	High Total
Activities & Events Coord (.65 FTE)	\$ 44,170	\$ 48,886	-9.6%	\$ 54.88	\$ 55.46	-1.0%	3
Building Official	\$ 94,078	\$ 108,204	-13.1%	\$ 69.66	\$ 73.71	-5.5%	5
Capital Projects Manager	\$ 134,139	\$ 113,641	18.0%	\$ 92.32	\$ 76.61	20.5%	1
City Administrator	\$ 185,661	\$ 183,804	1.0%	\$ 121.46	\$ 111.97	8.5%	3
City Clerk	\$ 99,798	\$ 111,430	-10.4%	\$ 72.89	\$ 74.59	-2.3%	5
Community Development Director	\$ 130,229	\$ 135,034	-3.6%	\$ 90.10	\$ 88.79	1.5%	4
Court Administrator	\$ 99,798	\$ 105,556	-5.5%	\$ 72.89	\$ 73.51	-0.8%	5
Court Clerk (.5 FTE)	\$ 32,989	\$ 33,990	-2.9%	\$ 65.28	\$ 60.65	7.6%	2
Executive Administrative Assistant	\$ 70,013	\$ 76,649	-8.7%	\$ 56.05	\$ 56.06	0.0%	4
Finance Director	\$ 134,139	\$ 146,509	-8.4%	\$ 92.32	\$ 93.80	-1.6%	6
HR & Payroll	<i>Insufficient Matches</i>						
Police Chief	\$ 169,915	\$ 159,183	6.7%	\$ 112.55	\$ 97.13	15.9%	4
Public Works Director	\$ 146,578	\$ 148,693	-1.4%	\$ 99.35	\$ 90.91	9.3%	3
Public Works Superintendent	\$ 119,184	\$ 113,028	5.4%	\$ 83.86	\$ 77.32	8.5%	1

Activities & Events Coord (.65 FTE)		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Retirement & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Activities &amp; Events Coord (.65 FTE)</i>	39,249	44,170	44,170	100%	39,249	44,170	44,170		1,575	63,069	1,352	130	73	1,149	54.88	2	4	4	3
Black Diamond	No match				100%															
Buckley	Recreation Coordinator	32,448	40,560	40,560	100%	32,448	40,560	40,560		1,635	60,182	1,352	94	57	1,201	50.10	5	5	5	5
Chehalis	No match				112%															
Cheney	Recreation Coordinator	34,453	45,880	45,880	111%	38,147	50,800	50,800	1,905	1,555	66,450	1,352	99	68	1,186	56.05	3	2	2	2
Fircrest	Recreation Program Coordinator	36,800	46,972	46,972	100%	36,800	46,972	46,972		1,661	66,908	1,352	104	62	1,186	56.43	4	3	3	1
Lake Forest Park	No match				100%															
Ocean Shores	No match				112%															
Omak	No match				112%															
Othello	Parks & Recreation Coordinator	46,580	46,580	46,580	112%	52,378	52,378	52,378	1,048	1,351	63,842	1,352	116	73	1,164	54.87	1	1	1	4
<b>MEDIAN</b>		<b>\$35,627</b>	<b>\$46,230</b>	<b>\$46,230</b>		<b>\$37,474</b>	<b>\$48,886</b>	<b>\$48,886</b>			<b>\$65,146</b>		<b>101</b>	<b>65</b>	<b>1186</b>	<b>\$55.46</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>10.2%</b>	<b>-4.5%</b>	<b>-4.5%</b>		<b>4.7%</b>	<b>-9.6%</b>	<b>-9.6%</b>			<b>-3.2%</b>		<b>28.2%</b>	<b>12.0%</b>		<b>-1.0%</b>				

Building Official		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Building Official</i>	83,595	94,078	94,078	100%	83,595	94,078	94,078		2,423	123,154	2,080	200	112	1,768	69.66	6	6	6	5
Black Diamond	Building Official (Rep, 2023)	91,992	113,220	113,220	100%	91,992	113,220	113,220	300	2,396	142,272	2,080	144	96	1,840	77.32	3	3	3	3
Buckley	No match				100%															
Chehalis	Building Official (Rep)	67,584	82,152	82,152	112%	75,694	92,010	92,010	480	2,679	114,780	2,080	152	88	1,840	62.38	7	7	7	7
Cheney	Building Official/PW Project Mgr	87,288	108,264	108,264	111%	96,648	119,874	119,874	3,596	2,393	140,576	2,080	152	112	1,816	77.41	2	2	2	2
Fircrest	No match				100%															
Lake Forest Park	Building Official	98,448	131,268	131,268	100%	98,448	131,268	131,268		2,489	161,136	2,080	136	96	1,848	87.19	1	1	1	1
Ocean Shores	Building Official (Rep)	74,568	91,764	91,764	112%	83,851	103,187	103,187	4,127	2,267	123,095	2,080	236	88	1,756	70.10	5	4	4	4
Omak	Building Official	75,712	86,037	86,037	112%	85,137	96,747	96,747	1,200	2,248	114,213	2,080	168	96	1,816	62.89	4	5	5	6
Othello	No match				112%															
<b>MEDIAN</b>		<b>\$81,500</b>	<b>\$100,014</b>	<b>\$100,014</b>		<b>\$88,565</b>	<b>\$108,204</b>	<b>\$108,204</b>			<b>\$131,836</b>		<b>152</b>	<b>96</b>	<b>1828</b>	<b>\$73.71</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>2.6%</b>	<b>-5.9%</b>	<b>-5.9%</b>		<b>-5.6%</b>	<b>-13.1%</b>	<b>-13.1%</b>			<b>-6.6%</b>		<b>31.6%</b>	<b>16.7%</b>		<b>-5.5%</b>				

Capital Projects Manager		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Capital Projects Manager</i>	119,184	134,139	134,139	100%	119,184	134,139	134,139		2,423	163,215	2,080	200	112	1,768	92.32	1	1	1	1
Black Diamond	Cap Projects Prog Mgr (Rep, 2023)	88,524	107,604	107,604	100%	88,524	107,604	107,604	4,604	2,396	140,960	2,080	144	96	1,840	76.61				
Buckley	No match				100%															
Chehalis	Capital Project Manager	73,440	89,268	89,268	112%	82,253	99,980	99,980	240	2,679	121,656	2,080	152	88	1,840	66.12	6	6	6	6
Cheney	PW Capital Projects Manager	86,832	110,412	110,412	111%	96,144	122,252	122,252	4,584	2,393	143,712	2,080	152	112	1,816	79.14	4	3	3	3
Fircrest	No match				100%															
Lake Forest Park	Senior Project Manager	98,544	129,960	129,960	100%	98,544	129,960	129,960		2,489	159,828	2,080	136	96	1,848	86.49	3	2	2	2
Ocean Shores	Project Manager	101,060	101,060	101,060	112%	113,641	113,641	113,641	4,546	2,267	132,810	2,080	236	88	1,756	75.63	2	4	4	5
Omak	No match				112%															
Othello	No match				112%															
<b>MEDIAN</b>		<b>\$88,524</b>	<b>\$107,604</b>	<b>\$107,604</b>		<b>\$96,144</b>	<b>\$113,641</b>	<b>\$113,641</b>			<b>\$140,960</b>		<b>152</b>	<b>96</b>	<b>1840</b>	<b>\$76.61</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>34.6%</b>	<b>24.7%</b>	<b>24.7%</b>		<b>24.0%</b>	<b>18.0%</b>	<b>18.0%</b>			<b>15.8%</b>		<b>31.6%</b>	<b>16.7%</b>		<b>20.5%</b>				

City Administrator		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>City Administrator</i>	164,965	185,661	185,661	100%	164,965	185,661	185,661		2,423	214,737	2,080	200	112	1,768	121.46	4	3	3	3
Black Diamond	City Administrator	151,224	183,804	183,804	100%	151,224	183,804	183,804	11,328	2,396	223,884	2,080	144	96	1,840	121.68	5	4	4	2
Buckley	City Administrator	153,936	184,356	184,356	100%	153,936	184,356	184,356		2,516	214,544	2,080	144	88	1,848	116.09	5	4	4	4
Chehalis	No match				112%															
Cheney	City Administrator	133,536	159,624	159,624	111%	147,856	176,742	176,742	8,395	2,393	196,735	2,080	184	104	1,792	109.79	7	6	6	6
Fircrest	No match				100%															
Lake Forest Park	City Administrator	208,128	208,128	208,128	100%	208,128	208,128	208,128		2,489	237,996	2,080	136	96	1,848	128.79	1	1	1	1
Ocean Shores	City Administrator/PW Director	150,122	150,122	150,122	112%	168,810	168,810	168,810	6,752	2,267	184,078	2,080	236	88	1,756	104.83	3	7	7	7
Omak	City Administrator	111,986	127,257	127,257	112%	125,927	143,099	143,099		2,248	154,233	2,080	168	96	1,816	84.93	8	8	8	8
Othello	City Administrator	171,613	171,613	171,613	112%	192,977	192,977	192,977	3,860	2,079	200,418	2,080	178	112	1,790	111.97	2	2	2	5
<b>MEDIAN</b>		<b>\$151,224</b>	<b>\$171,613</b>	<b>\$171,613</b>		<b>\$153,936</b>	<b>\$183,804</b>	<b>\$183,804</b>			<b>\$200,418</b>		<b>168</b>	<b>96</b>	<b>1816</b>	<b>\$111.97</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>9.1%</b>	<b>8.2%</b>	<b>8.2%</b>		<b>7.2%</b>	<b>1.0%</b>	<b>1.0%</b>			<b>7.1%</b>		<b>19.0%</b>	<b>16.7%</b>		<b>8.5%</b>				

City Clerk		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>City Clerk</i>	88,670	99,798	99,798	100%	88,670	99,798	99,798		2,423	128,874	2,080	200	112	1,768	72.89	3	7	7	5
Black Diamond	No match				100%															
Buckley	City Clerk	86,832	110,412	110,412	100%	86,832	110,412	110,412		2,516	140,604	2,080	144	88	1,848	76.08	4	4	4	3
Chehalis	City Clerk	73,440	89,268	89,268	112%	82,253	99,980	99,980	240	2,679	121,656	2,080	152	88	1,840	66.12	6	6	6	7
Cheney	No match				111%															
Fircrest	City Clerk	80,436	102,660	102,660	100%	80,436	102,660	102,660		2,556	133,332	2,080	160	96	1,824	73.10	7	5	5	4
Lake Forest Park	City Clerk	86,628	115,500	115,500	100%	86,628	115,500	115,500		2,489	145,368	2,080	136	96	1,848	78.66	5	1	1	1
Ocean Shores	City Clerk	102,342	102,342	102,342	112%	115,082	115,082	115,082	4,603	2,267	134,149	2,080	236	88	1,756	76.39	1	2	2	2
Omak	No match				112%															
Othello	City Clerk	100,000	100,000	100,000	112%	112,449	112,449	112,449	2,249	2,079	127,194	2,080	178	112	1,790	71.06	2	3	3	6
<b>MEDIAN</b>		<b>\$86,730</b>	<b>\$102,501</b>	<b>\$102,501</b>		<b>\$86,730</b>	<b>\$111,430</b>	<b>\$111,430</b>			<b>\$133,741</b>		<b>156</b>	<b>92</b>	<b>1832</b>	<b>\$74.59</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>2.2%</b>	<b>-2.6%</b>	<b>-2.6%</b>		<b>2.2%</b>	<b>-10.4%</b>	<b>-10.4%</b>			<b>-3.6%</b>		<b>28.2%</b>	<b>21.7%</b>		<b>-2.3%</b>				

Community Development Director		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Community Development Director</i>	115,710	130,229	130,229	100%	115,710	130,229	130,229		2,423	159,305	2,080	200	112	1,768	90.10	4	6	6	4
Black Diamond	Comm Dev Director (Rep, 2023)	106,728	129,732	129,732	100%	106,728	129,732	129,732	8,084	2,396	166,568	2,080	144	96	1,840	90.53	7	7	7	3
Buckley	Planning and Building Director	107,208	130,692	130,692	100%	107,208	130,692	130,692		2,516	160,884	2,080	144	88	1,848	87.06	6	5	5	5
Chehalis	Community Development Director	97,596	118,644	118,644	112%	109,308	132,881	132,881	240	2,679	151,032	2,080	152	88	1,840	82.08	5	4	4	7
Cheney	No match				111%															
Fircrest	Community Development Director	118,212	150,876	150,876	100%	118,212	150,876	150,876		2,556	181,548	2,080	160	96	1,824	99.53	3	2	2	2
Lake Forest Park	Community Development Director	128,688	171,588	171,588	100%	128,688	171,588	171,588		2,489	201,456	2,080	136	96	1,848	109.01	2	1	1	1
Ocean Shores	No match				112%															
Omak	No match				112%															
Othello	Community Development Director	122,000	122,000	122,000	112%	137,187	137,187	137,187	2,744	2,079	149,689	2,080	178	112	1,790	83.63	1	3	3	6
<b>MEDIAN</b>		<b>\$112,710</b>	<b>\$130,212</b>	<b>\$130,212</b>		<b>\$113,760</b>	<b>\$135,034</b>	<b>\$135,034</b>			<b>\$163,726</b>		<b>148</b>	<b>96</b>	<b>1840</b>	<b>\$88.79</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>2.7%</b>	<b>0.0%</b>	<b>0.0%</b>		<b>1.7%</b>	<b>-3.6%</b>	<b>-3.6%</b>			<b>-2.7%</b>		<b>35.1%</b>	<b>16.7%</b>		<b>1.5%</b>				

Court Administrator		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Court Administrator</i>	88,670	99,798	99,798	100%	88,670	99,798	99,798		2,423	128,874	2,080	200	112	1,768	72.89	4	6	6	5
Black Diamond	Court Administrator (Rep, 2023)	77,832	94,620	94,620	100%	77,832	94,620	94,620	4,085	2,396	127,457	2,080	144	96	1,840	69.27	9	8	8	6
Buckley	Court Administrator	93,228	113,652	113,652	100%	93,228	113,652	113,652		2,516	143,844	2,080	144	88	1,848	77.84	3	3	3	3
Chehalis	Court Administrator	73,440	89,268	89,268	112%	82,253	99,980	99,980	240	2,679	121,656	2,080	152	88	1,840	66.12	8	5	5	7
Cheney	Court Administrator	86,832	110,412	110,412	111%	96,144	122,252	122,252	5,807	2,393	144,935	2,080	184	104	1,792	80.88	1	1	1	1
Fircrest	Court Administrator	87,072	111,132	111,132	100%	87,072	111,132	111,132		2,556	141,804	2,080	160	96	1,824	77.74	5	4	4	4
Lake Forest Park	Court Administrator	85,992	114,660	114,660	100%	85,992	114,660	114,660		2,489	144,528	2,080	136	96	1,848	78.21	6	2	2	2
Ocean Shores	Court Administrator	75,337	75,337	75,337	112%	84,715	84,715	84,715	3,389	2,267	105,930	2,080	236	88	1,756	60.32	7	9	9	9
Omak	No match				112%															
Othello	Court Clerk/Administrator	84,400	84,400	84,400	112%	94,907	94,907	94,907	1,898	2,079	111,244	2,080	178	112	1,790	62.15	2	7	7	8
<b>MEDIAN</b>		<b>\$85,196</b>	<b>\$102,516</b>	<b>\$102,516</b>		<b>\$86,532</b>	<b>\$105,556</b>	<b>\$105,556</b>			<b>\$134,630</b>		<b>156</b>	<b>96</b>	<b>1832</b>	<b>\$73.51</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>4.1%</b>	<b>-2.7%</b>	<b>-2.7%</b>		<b>2.5%</b>	<b>-5.5%</b>	<b>-5.5%</b>			<b>-4.3%</b>		<b>28.2%</b>	<b>16.7%</b>		<b>-0.8%</b>				

Court Clerk (.5 FTE)		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Court Clerk (.5 FTE)</i>	29,318	32,989	32,989	100%	29,318	32,989	32,989		1,212	47,527	1,040	200	112	728	65.28	2	5	5	2
Black Diamond	Judicial Specialist II (Rep, 2023)	25,488	33,990	33,990	100%	25,488	33,990	33,990	150	1,198	48,516	1,040	144	96	800	60.65	8	4	4	5
Buckley	Court Clerk I	28,506	32,146	32,146	100%	28,506	32,146	32,146		1,258	47,242	1,040	144	88	808	58.47	3	7	7	6
Chehalis	Court Clerk I-II	22,878	29,196	29,196	112%	25,623	32,700	32,700	120	1,340	45,390	1,040	152	88	800	56.74	7	6	6	7
Cheney	Deputy Court Clerk	25,188	34,283	34,283	111%	27,889	37,959	37,959	1,803	1,197	50,444	1,040	152	112	776	65.01	4	1	1	3
Fircrest	Court Clerk I-II	26,208	37,458	37,458	100%	26,208	37,458	37,458		1,278	52,794	1,040	160	96	784	67.34	6	2	2	1
Lake Forest Park	Court Clerk	27,054	36,066	36,066	100%	27,054	36,066	36,066		1,245	51,000	1,040	136	96	808	63.12	5	3	3	4
Ocean Shores	Court Administrative Assistant	34,082	17,041	17,041	112%	38,325	19,162	19,162		1,134	30,643	1,040	236	88	716	42.80	1	8	8	8
Omak	No match				112%															
Othello	No match				112%															
<b>MEDIAN</b>		<b>\$26,208</b>	<b>\$33,990</b>	<b>\$33,990</b>		<b>\$27,054</b>	<b>\$33,990</b>	<b>\$33,990</b>			<b>\$48,516</b>		<b>152</b>	<b>96</b>	<b>800</b>	<b>\$60.65</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>11.9%</b>	<b>-2.9%</b>	<b>-2.9%</b>		<b>8.4%</b>	<b>-2.9%</b>	<b>-2.9%</b>			<b>-2.0%</b>		<b>31.6%</b>	<b>16.7%</b>		<b>7.6%</b>				

Executive Administrative Assistant		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Executive Administrative Assistant</i>	62,192	70,013	70,013	100%	62,192	70,013	70,013		2,423	99,089	2,080	200	112	1,768	56.05	3	4	4	4
Black Diamond	No match				100%															
Buckley	No match				100%															
Chehalis	Administrative Assistant	48,024	58,392	58,392	112%	53,787	65,399	65,399	240	2,679	90,780	2,080	152	88	1,840	49.34	6	6	6	5
Cheney	Senior Admin Assistant	53,004	72,312	72,312	111%	58,688	80,067	80,067	3,002	2,393	104,030	2,080	152	112	1,816	57.29	5	2	2	2
Fircrest	No match				100%															
Lake Forest Park	Deputy City Clerk	68,196	90,936	90,936	100%	68,196	90,936	90,936		2,489	120,804	2,080	136	96	1,848	65.37	2	1	1	1
Ocean Shores	Administrative Assistant	68,164	68,164	68,164	112%	76,649	76,649	76,649	3,066	2,267	98,434	2,080	236	88	1,756	56.06	1	3	3	3
Omak	No match				112%															
Othello	Assistant to the Mayor	53,040	60,000	60,000	112%	59,643	67,469	67,469	1,349	2,079	86,295	2,080	178	112	1,790	48.21	4	5	5	6
<b>MEDIAN</b>		<b>\$53,040</b>	<b>\$68,164</b>	<b>\$68,164</b>		<b>\$59,643</b>	<b>\$76,649</b>	<b>\$76,649</b>			<b>\$98,434</b>		<b>152</b>	<b>96</b>	<b>1816</b>	<b>\$56.06</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>17.3%</b>	<b>2.7%</b>	<b>2.7%</b>		<b>4.3%</b>	<b>-8.7%</b>	<b>-8.7%</b>			<b>0.7%</b>		<b>31.6%</b>	<b>16.7%</b>		<b>0.0%</b>				

Finance Director		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Finance Director</i>	119,184	134,139	134,139	100%	119,184	134,139	134,139		2,423	163,215	2,080	200	112	1,768	92.32	5	7	7	6
Black Diamond	Finance Director (Rep, 2023)	108,204	131,520	131,520	100%	108,204	131,520	131,520	5,561	2,396	165,833	2,080	144	96	1,840	90.13	8	8	8	7
Buckley	Finance Director	115,272	140,532	140,532	100%	115,272	140,532	140,532		2,516	170,724	2,080	144	88	1,848	92.38	6	5	5	5
Chehalis	Finance Director	107,592	130,812	130,812	112%	120,503	146,509	146,509	240	2,679	163,200	2,080	152	88	1,840	88.70	4	4	4	8
Cheney	No match				111%															
Fircrest	Finance Director	110,040	140,424	140,424	100%	110,040	140,424	140,424		2,556	171,096	2,080	160	96	1,824	93.80	7	6	6	4
Lake Forest Park	Finance Director	131,268	175,020	175,020	100%	131,268	175,020	175,020		2,489	204,888	2,080	136	96	1,848	110.87	3	1	1	1
Ocean Shores	Finance Director	135,718	135,718	135,718	112%	152,613	152,613	152,613	6,105	2,267	169,027	2,080	236	88	1,756	96.26	2	3	3	3
Omak	No match				112%															
Othello	Finance Officer	152,000	152,000	152,000	112%	170,922	170,922	170,922	3,418	2,079	180,364	2,080	178	112	1,790	100.76	1	2	2	2
<b>MEDIAN</b>		<b>\$115,272</b>	<b>\$140,424</b>	<b>\$140,424</b>		<b>\$120,503</b>	<b>\$146,509</b>	<b>\$146,509</b>			<b>\$170,724</b>		<b>152</b>	<b>96</b>	<b>1840</b>	<b>\$93.80</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>3.4%</b>	<b>-4.5%</b>	<b>-4.5%</b>		<b>-1.1%</b>	<b>-8.4%</b>	<b>-8.4%</b>			<b>-4.4%</b>		<b>31.6%</b>	<b>16.7%</b>		<b>-1.6%</b>				

HR & Payroll		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>HR &amp; Payroll</i>	72,093	81,162	81,162	100%	72,093	81,162	81,162		2,423	110,238	2,080	200	112	1,768	62.35	1	1	1	1
Black Diamond	No match				100%															
Buckley	No match				100%															
Chehalis	No match				112%															
Cheney	No match				111%															
Fircrest	No match				100%															
Lake Forest Park	No match				100%															
Ocean Shores	No match				112%															
Omak	Deputy City Clerk	61,085	69,414	69,414	112%	68,689	78,055	78,055	1,200	2,248	97,590	2,080	168	96	1,816	53.74	2	2	2	2
Othello	No match				112%															
<b>MEDIAN</b>		<i>Insufficient Matches</i>																		
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>																				

Police Chief		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Police Chief</i>	150,966	169,915	169,915	100%	150,966	169,915	169,915		2,423	198,991	2,080	200	112	1,768	112.55	4	4	4	4
Black Diamond	Police Chief	155,892	178,056	178,056	100%	155,892	178,056	178,056	7,422	2,396	214,230	2,080	144	96	1,840	116.43	2	2	2	2
Buckley	Police Chief	143,196	174,540	174,540	100%	143,196	174,540	174,540		2,880	209,100	2,080	144	88	1,848	113.15	6	3	3	3
Chehalis	Police Chief	116,928	142,128	142,128	112%	130,959	159,183	159,183	240	2,679	174,516	2,080	152	88	1,840	94.85	8	6	6	7
Cheney	Police Chief	111,144	138,084	138,084	111%	123,063	152,892	152,892	7,262	2,393	174,062	2,080	184	104	1,792	97.13	9	7	7	6
Fircrest	Police Chief	131,004	167,208	167,208	100%	131,004	167,208	167,208		2,556	197,880	2,080	160	96	1,824	108.49	7	5	5	5
Lake Forest Park	Police Chief	190,740	190,740	190,740	100%	190,740	190,740	190,740		2,489	220,608	2,080	136	96	1,848	119.38	1	1	1	1
Ocean Shores	Police Chief	135,718	135,718	135,718	112%	152,613	152,613	152,613		2,267	162,922	2,080	236	88	1,756	92.78	3	8	8	8
Omak	Police Chief	103,330	117,421	117,421	112%	116,193	132,038	132,038		2,248	144,397	2,080	168	96	1,816	79.51	10	10	10	10
Othello	Police Chief	128,710	128,710	128,710	112%	144,733	144,733	144,733	2,895	2,079	156,550	2,080	178	112	1,790	87.46	5	9	9	9
<b>MEDIAN</b>		<b>\$131,004</b>	<b>\$142,128</b>	<b>\$142,128</b>		<b>\$143,196</b>	<b>\$159,183</b>	<b>\$159,183</b>			<b>\$174,516</b>		<b>160</b>	<b>96</b>	<b>1824</b>	<b>\$97.13</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>15.2%</b>	<b>19.6%</b>	<b>19.6%</b>		<b>5.4%</b>	<b>6.7%</b>	<b>6.7%</b>			<b>14.0%</b>		<b>25.0%</b>	<b>16.7%</b>		<b>15.9%</b>				

Public Works Director		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Public Works Director</i>	130,229	146,578	146,578	100%	130,229	146,578	146,578	-	2,423	175,654	2,080	200	112	1,768	99.35	3	5	5	3
Black Diamond	Public Works Director (Rep, 2023)	106,728	129,804	129,804	100%	106,728	129,804	129,804	5,492	2,396	164,048	2,080	144	96	1,840	89.16	8	8	8	6
Buckley	Public Works Director	107,208	130,692	130,692	100%	107,208	130,692	130,692		2,516	160,884	2,080	144	88	1,848	87.06	7	7	7	8
Chehalis	Public Works Director	107,592	130,812	130,812	112%	120,503	146,509	146,509	240	2,679	163,200	2,080	152	88	1,840	88.70	5	6	6	7
Cheney	Public Works Director	111,144	138,084	138,084	111%	123,063	152,892	152,892	7,262	2,393	174,062	2,080	184	104	1,792	97.13	4	3	3	4
Fircrest	Public Works Director	118,212	150,876	150,876	100%	118,212	150,876	150,876		2,556	181,548	2,080	160	96	1,824	99.53	6	4	4	2
Lake Forest Park	Public Works Director	141,288	181,908	181,908	100%	141,288	181,908	181,908		2,489	211,776	2,080	136	96	1,848	114.60	2	1	1	1
Ocean Shores	No match				112%															
Omak	Public Works Director	92,212	104,782	104,782	112%	103,691	117,826	117,826		2,248	131,758	2,080	168	96	1,816	72.55	9	9	9	9
Othello	Public Works Director	137,809	137,809	137,809	112%	154,964	154,964	154,964	3,099	2,079	165,854	2,080	178	112	1,790	92.66	1	2	2	5
<b>MEDIAN</b>		<b>\$109,368</b>	<b>\$134,311</b>	<b>\$134,311</b>		<b>\$119,358</b>	<b>\$148,693</b>	<b>\$148,693</b>			<b>\$164,951</b>		<b>156</b>	<b>96</b>	<b>1832</b>	<b>\$90.91</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>19.1%</b>	<b>9.1%</b>	<b>9.1%</b>		<b>9.1%</b>	<b>-1.4%</b>	<b>-1.4%</b>			<b>6.5%</b>		<b>28.2%</b>	<b>16.7%</b>		<b>9.3%</b>				

Public Works Superintendent		2024 Formal Salary Range				2024 Formal Salary Range (Adj)			Supp. Retirmt & Premiums	Monthly Med/D/V ER Contrib.	Total Annual Cash	Working Hours	Vacation Hours	Holiday Hours	Net Hours	Net Hourly Pay	Rank			
Comparable	Title	Low	High	10-yr	RPP Adj.	Low	High	10-yr									Low	High	10-yr	10-yr Total
<i>Orting</i>	<i>Public Works Superintendent</i>	105,892	119,184	119,184	100%	105,892	119,184	119,184		2,423	148,260	2,080	200	112	1,768	83.86	1	2	2	1
Black Diamond	O & M Superintendent (Rep, 2023)	91,992	113,220	113,220	100%	91,992	113,220	113,220	300	2,396	142,272	2,080	144	96	1,840	77.32	3	3	3	4
Buckley	PWD Supervisor	83,544	99,720	99,720	100%	83,544	99,720	99,720		2,516	129,912	2,080	144	88	1,848	70.30	5	5	5	5
Chehalis	No match				112%															
Cheney	Public Works Manager	87,288	108,264	108,264	111%	96,648	119,874	119,874	4,495	2,393	141,475	2,080	184	104	1,792	78.95	2	1	1	2
Fircrest	No match				100%															
Lake Forest Park	Public Works Superintendent	78,492	113,028	113,028	100%	78,492	113,028	113,028		2,489	142,896	2,080	136	96	1,848	77.32	6	4	4	3
Ocean Shores	No match				112%															
Omak	Assistant Public Works Director	76,870	87,352	87,352	112%	86,439	98,226	98,226	1,200	2,248	115,528	2,080	168	96	1,816	63.62	4	6	6	6
Othello	No match				112%															
<b>MEDIAN</b>		<b>\$83,544</b>	<b>\$108,264</b>	<b>\$108,264</b>		<b>\$86,439</b>	<b>\$113,028</b>	<b>\$113,028</b>			<b>\$141,475</b>		<b>144</b>	<b>96</b>	<b>1840</b>	<b>\$77.32</b>				
<b>ORTING % ABOVE/(BELOW) MEDIAN</b>		<b>26.7%</b>	<b>10.1%</b>	<b>10.1%</b>		<b>22.5%</b>	<b>5.4%</b>	<b>5.4%</b>			<b>4.8%</b>		<b>38.9%</b>	<b>16.7%</b>		<b>8.5%</b>				

Notes

- Ocean Shores observes PTO for both vacation and sick leave. Normalized for comparability by subtracting 52 hours per State paid sick leave minimum. Health premium information not available; average health premium costs of all comparables shown.
- Black Diamond management positions are represented by Teamsters 117; not settled for 2024. Educational premiums for AA (2%), BA (4%), MA (6%) included depending on job position requirements.

Position	FTE	2023				2024 - proposed				2024 - actual				Comp Study				Recommended														
		Range	Step			range	Step		% over 2023	range	Step	Actual	% over 2023	Median High	% +/- Market	closest equivalent range	New +/- Market %	range	step	% over 2023	% over '24 actuals	2025 increase										
City Administrator	1	51 \$ 160,163.33	\$ 180,275.25	C	\$ 169,873.68	51	\$ 164,964.80	\$ 185,660.80	D	\$ 180,252.80	6%	51	\$ 164,964.80	\$ 185,660.80	X	\$ 169,873.68	0%	\$ 183,804.00	1.0%	51	\$ 164,964.80	\$ 185,660.80	1.00%	51	C	\$ 175,011.20	3%	3%	D	Step (3%) + Cola to mirror AFSCME Local 120		
Finance Director	1	40 \$ 115,699.50	\$ 130,220.80	C	\$ 122,719.92	43	\$ 130,228.80	\$ 146,577.60	D	\$ 142,292.80	16%	43	\$ 130,228.80	\$ 146,577.60	B	\$ 122,740.80	0%	\$ 146,509.00	-8.4%	43	\$ 130,228.80	\$ 146,577.60	0.05%	43	A	\$ 130,228.80	6%	6%	B	Step (3%) + Cola to mirror AFSCME Local 120		
Community Development Director	1	38 \$ 105,881.43	\$ 119,170.48			40	\$ 119,184.00	\$ 134,139.20				39	\$ 115,710.40	\$ 130,228.80	C	\$ 122,740.80		\$ 135,034.00	-3.6%	40	\$ 119,184.00	\$ 134,139.20	-0.67%	40	B	\$ 122,740.80		0%	C	Step (3%) + Cola to mirror AFSCME Local 120		
City Clerk	1	30 \$ 86,091.29	\$ 96,896.51	C	\$ 91,312.08	36	\$ 105,892.80	\$ 119,184.00	A	\$ 105,892.80	16%	30	\$ 88,670.40	\$ 99,798.40	X	\$ 96,334.24	5%	\$ 111,430.00	-10.4%	34	\$ 99,798.40	\$ 112,340.80	0.81%	34	B	\$ 102,793.60	13%	7%	C	Step (3%) + Cola to mirror AFSCME Local 120		
Admin Assistant	1	18 \$ 60,382.70	\$ 67,961.26	B	\$ 62,192.00	18	\$ 62,192.00	\$ 70,012.80	C	\$ 65,977.60	6%	18	\$ 62,192.00	\$ 70,012.80	X	\$ 65,612.26	5%	\$ 76,649.00	-8.7%	21	\$ 67,953.60	\$ 76,502.40	-0.19%	21	A	\$ 67,953.60	9%	4%	B	Step (3%) + Cola to mirror AFSCME Local 120		
Events & Activities Coordinator	0.65	17 \$ 38,099.36	\$ 42,888.18	B	\$ 39,248.56	17	\$ 39,248.56	\$ 44,169.84	D	\$ 42,885.44	9%	17	\$ 39,248.56	\$ 44,169.84	C	\$ 41,641.60	6%	\$ 48,886.00	-9.6%	20	\$ 42,885.44	\$ 48,266.40	-1.28%	20	A	\$ 42,885.44	9%	3%	B	Step (3%) + Cola to mirror AFSCME Local 120		
HR Clerk	1	21 \$ 65,981.81	\$ 74,263.10	B	\$ 67,953.60	24	\$ 74,256.00	\$ 83,595.20	A	\$ 74,256.00	9%	23	\$ 72,092.80	\$ 81,161.60	X	\$ 73,841.56	8%	\$ 91,810.00	-11.6%	27	\$ 81,161.60	\$ 91,332.80	-0.52%	27	A	\$ 81,161.60	19%	10%	B	Step (3%) + Cola to mirror AFSCME Local 120		
Court Administrator	1	29 \$ 83,583.78	\$ 94,074.28		\$ 91,312.08	31	\$ 91,332.80	\$ 102,793.60	C	\$ 96,907.20	6%	30	\$ 88,670.40	\$ 99,798.40	X	\$ 96,334.24	5%	\$ 105,556.00	-5.5%	32	\$ 94,078.40	\$ 105,892.80	0.32%	32	C	\$ 99,798.40	9%	4%	D	Step (3%) + Cola to mirror AFSCME Local 120		
Court Clerk	0.5	16 \$ 28,454.40	\$ 32,021.60	C	\$ 30,191.20	16	\$ 29,317.60	\$ 32,988.80	D	\$ 32,032.00	6%	16	\$ 29,317.60	\$ 32,988.80	D	\$ 32,032.00	6%	\$ 33,990.00	-2.9%	17	\$ 30,191.20	\$ 33,976.80	-0.04%	17	C	\$ 32,032.00	6%	0%	D	Step (3%) + Cola to mirror AFSCME Local 120		
Police Chief	1	48 \$ 146,564.66	\$ 164,959.82		\$ 150,945.60	48	\$ 150,966.40	\$ 169,915.20	B	\$ 155,500.80	3% ??	48	\$ 150,966.40	\$ 169,915.20	X	\$ 159,247.61	5%	\$ 159,183.00	6.7%	46	\$ 142,292.80	\$ 160,160.00	0.61%	48	X	\$ 159,247.61	6%	0%	C	bring to Step C + Cola to mirror AFSCME Local 120		
Police Commander	1	38 \$ 109,057.87	\$ 122,745.60			41	\$ 122,740.80	\$ 138,153.60				38	\$ 112,340.80	\$ 126,422.40																		
Capital Projects Manager	1	40 \$ 115,699.50	\$ 130,220.80	C	\$ 122,719.92	42	\$ 126,422.40	\$ 142,292.80	D	\$ 138,153.60	13%	40	\$ 119,184.00	\$ 134,139.20	X	\$ 129,469.52	5%	\$ 113,641.00	18.0%	35	\$ 102,793.60	\$ 115,710.40	1.79%	38	X	\$ 129,469.52	6%	0%	E	Freeze until cola catches up to wages?		
Public Works Director	1	42 \$ 122,745.60	\$ 138,151.25	E	\$ 138,132.72	45	\$ 138,153.60	\$ 155,500.80	B	\$ 142,292.80	3%	43	\$ 130,228.80	\$ 146,577.60	X	\$ 142,967.37	3%	\$ 148,693.00	-1.4%	43	\$ 130,228.80	\$ 146,577.60	-1.44%	43	X	\$ 142,967.37	4%	0%	E	bring to Step E + Cola to mirror AFSCME Local 120		
Deputy Public Works Director	1	36 \$ 102,797.50	\$ 115,699.50			36	\$ 105,892.80	\$ 119,184.00	E	\$ 119,184.00		36	\$ 105,892.80	\$ 119,184.00	B	\$ 109,054.40		\$ 113,028.00	5.4%	34	\$ 99,798.40	\$ 112,340.80	-0.61%	36	B	\$ 109,054.40		0%	C	Step (3%) + Cola to mirror AFSCME Local 120		
Building Official	1	27 \$ 78,785.73	\$ 88,674.03	E	\$ 88,649.52	33	\$ 96,907.20	\$ 109,054.40	C	\$ 102,793.60		28	\$ 83,595.20	\$ 94,078.40	X	\$ 91,309.01		\$ 108,204.00	-13.1%	33	\$ 96,907.20	\$ 109,054.40	0.78%	33	A	\$ 96,907.20	9%	6%	B	Step (3%) + Cola to mirror AFSCME Local 120		
Term Limited GIS Technician	1	18 \$ 30,191.35	\$ 33,980.63	A	\$ 60,382.40	18	\$ 62,192.00	\$ 70,012.80	B	\$ 64,064.00	6%	18	\$ 62,192.00	\$ 70,012.80	A	\$ 62,192.00	3%								18	B	\$ 64,064.00	6%	3%	C	Step (3%) + Cola to mirror AFSCME Local 120	