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 July 10th, 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/83828951465?pwd=pRjhgJd3ol4ayxAayLXGmrAxjvqRcl.1 Telephone: 1-253-215-8782 - Meeting ID: 838 2895 1465 and the passcode 094311.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS.

Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on July 10th, 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. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated July 10th, 2024 which includes voucher number 56059 through 56099 in the amount of \$153,103.29 & electronic fund transfers in the amount of \$0.00 for a grand total of \$153,103.29.

B. Payroll Voucher.

Payroll check numbers 24253 through 24256 in the amount of \$9455.26 and electronic deposit transmissions in the amount of \$247,683.47 for a grand total of \$257,138.73 for the period covering June 15-30, 2024.

C. Meeting Minutes - Meeting minutes of June 26th, 2024.

Motion: To approve the consent agenda as prepared.

5. NEW BUSINESS.

A. AB24-63 - Charter Park Grant Authorization - CGA Committee.

<u>Motion</u>: To approve Resolution No. 2024-14, a resolution of the City of Orting, Washington, authorizing the City Administrator and Activities and Events Coordinator to act at the authorized representative/agent on behalf of the City of Orting with respect to project 24-1930D, Charter Park Pump Track for which the City seeks grant funding assistance through the Recreation and Conservation (RCO) office.

B. AB24-67 – Pierce County Water Franchise Agreement – Public Works Committee.

Motion: To authorize the Mayor to sign a water franchise agreement with Pierce County, Washington.

C. Al	B24-68 – Pierce County Sewer Franchise Agreement – Public Works Committee.
	<u>Motion</u> : To authorize the Mayor to sign a sewer franchise agreement with Pierce County, Washington.

- 6. EXECUTIVE SESSION.
- 7. ADJOURNMENT.

Items by Page Number

1. CONSENT AGENDA.

- A. Claims Voucher. Page 4
- B. Payroll Voucher. Page 4
- C. Meeting Minutes Meeting minutes of June 26th, 2024. Page 11

2. NEW BUSINESS.

- **A.** AB24-63 Charter Park Grant Authorization CGA Committee. Page 14
- **B.** AB24-67 Pierce County Water Franchise Agreement Public Works Committee. Page 22
- C. AB24-68 Pierce County Sewer Franchise Agreement Public Works Committee. Page 38

July 10 2024 Council Meeting

Claims Vouchers

Claims voucher list dated July 10, 2024 which includes voucher number 56059 through 56099 in the amount of \$153,103.29 & electronic fund transfers in the amount of \$0.00 for a grand total of \$153,103.29

Payroll Voucher

Payroll check numbers 24253 through 24256 in the amount of \$ 9455.26 & electronic deposit transmissions in the amount of \$ 247,683.47 for a grand total of \$ 257,138.73 for the period covering June 15-30 2024.

City of Orting

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Trans Date

Type

Acct #

War #

Claimant

Amount Memo

VOUCHER/WARRANT REGISTER FOR 7-10-2024 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:	
COONCILF ENSON.	
CITY CLERK:	

City o	f Ortir	na
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				Ü	0/21/2024 10. 01/10/2024		rage.
Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
3702	07/02/2024	Claims	631	56059	Ty Moss	1,280.00	Janitorial City Hall-June2024
	APs		Amount	PO Fo	or		
	2135		1,280.00	Ja	nitorial City Hall-June2024		
3703	07/02/2024	Claims	631	56060	Washington State Department of Agricultu	75.00	JULY2024-200 Pesticide Exam Alar Gonzales
	APs		Amount	PO Fo	or		
	2112		75.00	JU	LY2024-200 Pesticide Exam Alan Gor	nzales	
3745	07/03/2024	Claims	631	56061	ACRnet CBS Branch	139.00	26281-Background Checks-HR-Parks & REC
	APs		Amount	PO Fo	r		
	2137		139.00	26	281-Background Checks-HR-Parks &	REC	
3746	07/03/2024	Claims	631	56062	AHBL, INC	11,258.75	145917-2230242.30 Orting Comp Plan Periodic Update-2024; 145805-2190800.30-Professional Services; 145807-2190800.36 Planning Consultant-Code Enforcement; 145806-2190800.32 Planning Consultant-Business
	APs		Amount	PO Fo	r		
2747	2075 2138 2139 2140		2,600.00 7,700.00 660.00 298.75	14 14 14	5917-2230242.30 Orting Comp Plan 5805-2190800.30-Professional Servic 5807-2190800.36 Planning Consultar 5806-2190800.32 Planning Consultar	ces nt-Code Enforce nt-Business Lice	ement enses
3747	07/03/2024	Claims	631	56063	ASCAP	441.58	500716897-2024 License for Playing Music
	APs		Amount	PO Fo	r		
	2153		441.58	50	0716897-2024 License for Playing M	usic	
3748	07/03/2024	Claims	631	56064	Capital One Trade Credit	58.75	155746-Gloves-Soap-Peat Moss
	APs		Amount	PO Fo	r		
	2088		58.75	155	5746-Gloves-Soap-Peat Moss		
3749	07/03/2024	Claims	631	56065	CenturyLink	170.13	333535323-JUNE2024 PD Phones; 333878976-JUNE2024 PD Phones; 334041277-JUNE2024 PD Phones
	APs		Amount	PO Fo	r		
	2150 2151 2152		103.68 1.29 65.16	33	3535323-JUNE2024 PD Phones 3878976-JUNE2024 PD Phones 4041277-JUNE2024 PD Phones		
3750	07/03/2024	Claims	631	56066	Centurylink	2,973.01	300549640-JUNE2024 Sewer Phones; 3000649906-JUNE2024-Harmon

3000649906-JUNE2024-Harmor Springs; 300550216-JUNE2024 Sewer Phones;

409178327-JUNE2024-PD Phones; 300549818-JUNE2024-City

Phones;

488147600-JUNE2024-City Phone

Number

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Trans	Date	Туре	Acct #	War #	Claimant	Amount Memo
	APs		Amount	PO F	or	
	2103 2104 2105 2106 2107 2108		44.93 78.53 215.96 71.02 1,123.78 1,438.79	3 3 4 3	00549640-JUNE2024 Sewer Phones 000649906-JUNE2024-Harmon Springs 00550216-JUNE2024 Sewer Phones 09178327-JUNE2024-PD Phones 00549818-JUNE2024-City Phone Numbers 88147600-JUNE2024-City Phone Numbers	
3751	07/03/2024	Claims	631	56067	Cintas Corporation #461	269.04 4196479060-Uniform Cleaning Service
	APs		Amount	PO F	or	
	2092		269.04	4	196479060-Uniform Cleaning Service	
3752	07/03/2024	Claims	631	56068	3 Culligan Seattle WA	66.88 0811656-Water For Police
	APs		Amount	PO F	or	
	2144		66.88	0	811656-Water For Police	
3753	07/03/2024	Claims	631	56069	Curry & Williams, P.I.I.c	2,210.00 JUNE-2024 Municipal Court Judge
	APs	MATERIAL ST	Amount	PO F	or	
	2077		2,210.00	JU	JNE-2024 Municipal Court Judge	
3754	07/03/2024	Claims	631	56070	Data Bar	633.21 267287-Delinquent Statements
	APs		Amount	PO F	or	
	2143		633.21	2	67287-Delinquent Statements	
3755	07/03/2024	Claims	631	56071	Enumclaw, City of	360.00 06986-Jail Fees for May 2024
	APs		Amount	PO F	or	
	2070		360.00	0	6986-Jail Fees for May 2024	
3756	07/03/2024	Claims	631	56072	Frost Landscape	876.00 21026-City Hall Maintenance-APR-MAY 2024
	APs		Amount	PO F	or	
	2086		876.00	2	1026-City Hall Maintenance-APR-MAY 202	4
3757	07/03/2024	Claims	631	56073	Heritage Laqndscape Supply Group INC	232.28 0016239531-001-Roundup
	APs	1111	Amount	PO Fo	or	
	2149		232.28	00	016239531-001-Roundup	
3758	07/03/2024	Claims	631	56074	Kelley Create	350.89 IN1668243-PD Copier Lease; IN1641213-Police Copier Usage
	APs		Amount	PO Fo	or	
	2110 2111		37.78 313.11		N1668243-PD Copier Lease N1641213-Police Copier Usage	
3759	07/03/2024	Claims	631	56075	LN Curtis & Son	1,226.13 INV837857-Uniform Items for SGT Kenyon-Helmet-
	APs	2002	Amount	PO Fo	or	
	2101		1,226.13	11	NV837857-Uniform Items for SGT Kenyon-F	Helmet-
3760	07/03/2024	Claims	631	56076	Lakeside Industries	379.49 273827-EZ Street Asphalt-Stock

City of Orting

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Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo
	APs		Amount	PO F	or		
	2087		379.49	2	73827-EZ Street Asphalt-Stock		
3761	07/03/2024	Claims	631	56077	Law Office of Holmes Weddle & Barcott	375.00	838937-Legal Fees-PD
	APs		Amount	PO F	or		
	2100	2	375.00	83	38937-Legal Fees-PD		
3762	07/03/2024	Claims	631	56078	McClatchy Company LLC	594.06	257086-Public Hearing-6 Year TIP
	APs		Amount	PO Fo	or		
	2147		594.06	2.	57086-Public Hearing-6 Year TIP		
3763	07/03/2024	Claims	631	56079	Murphy-Brown, Mary	1,073.00	JUNE2024-Dance Class & Recital
	APs		Amount	PO Fo	or		
	2078		1,073.00	JL	JNE2024-Dance Class & Recital		
3764	07/03/2024	Claims	631	56080	Nasworthy Polygraph LLC	1,050.00	20240501-Polygraph Service-Kidwell-Johnson-Guyette
	APs		Amount	PO Fo	or		
	2148		1,050.00	20	0240501-Polygraph Service-Kidwell-Johnso	n-Guyette	2
3765	07/03/2024	Claims	631	56081	Orca Pacific, Inc	2,738.79	#INV0609491-Hypochlorite Solution
	APs		Amount	PO Fo	or		
	2089		2,738.79	#1	NV0609491-Hypochlorite Solution		
3766	07/03/2024	Claims	631	56082	PRO-VAC	2,164.16	215519-CB Cleaning-Wo11545-11595-11546 11533-11908-11402
	APs		Amount	PO Fo	or		
	2090		2,164.16	2	15519-CB Cleaning-Wo11545-11595-11546	115	33-11908-11402
3767	07/03/2024	Claims	631	56083	Pcrcd (landfill)	48.91	41402B190H-Dump Fees-WO12320
	APs		Amount	PO Fo	or		
	2146		48.91	4	1402B190H-Dump Fees-WO12320		
3768	07/03/2024	Claims	631	56084	Puget Sound Energy	19,146.09	200021119249-JUNE2024 Chlorinator; 200015669910-JUNE2024-Chlorin ator; 200005438367-JUNE2024-Well 1; 200013874264-JUNE2024 WWTP; 220022116432-JUNE2024 City Hall Bridge St; 200021064239-JUNE2024-Wingat e
	APs		Amount	PO Fo	or		
	2081 2082 2083 2084 2085		33.85 48.24 800.07 15,006.79 1,676.56	20 20 20	00021119249-JUNE2024 Chlorinator 00015669910-JUNE2024-Chlorinator 00005438367-JUNE2024-Well 1 00013874264-JUNE2024 WWTP 00022116432-JUNE2024 City Hall Bridge St		

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
	APs		Amount	PO Fo	or.		
	2109		1,580.58		00021064239-JUNE2024-Wingate Pump	·	
3769	07/03/2024	Claims	631		Puyallup, City of		1830-Emergency Management Fees-May 2024
	APs		Amount	PO Fo	or		,
	2071		603.63	18	330-Emergency Management Fees-May	2024	
3770	07/03/2024	Claims	631		Romtec Companies		#INV1616-Charter Park Restrooms-Building Package
	APs		Amount	PO Fo	or		
	2076		91,406.00	#1	NV1616-Charter Park Restrooms-Buildir	ng Package	
3771	07/03/2024	Claims	631	56087	Ron Sasaki-RTS Cecurity Services	1,765.00	102-Background Investigation-Kidwell-Johnson
	APs		Amount	PO Fo	or		
	2142		1,765.00	10	02-Background Investigation-Kidwell-Joh	nnson	
3772	07/03/2024	Claims	631	56088	SHRED-IT, C/O Stericycle INC	139.00	8007146643-Shred-It City Hall
	APs		Amount	PO Fo	or		
	2141		139.00	80	007146643-Shred-It City Hall		
3773	07/03/2024	Claims	631	56089	Spectra Laboratories	281.00	5008139-Lab Testing
	APs		Amount	PO Fo	or		
	2091		281.00	50	008139-Lab Testing		
3774	07/03/2024	Claims	631	56090	Jeffery Sproul	381.96	JULY-200-Reimbursement AWC Conference
	APs		Amount	PO Fo	or		
	2072		381.96	JL	JLY-200-Reimbursement AWC Conference	ce	
3775	07/03/2024	Claims	631	56091	Sunset Ford	560.50	F0CS338079-2018 Ford Interceptor-Replace Front Brake Pads-44448
	APs		Amount	PO Fo	or		
	2145		560.50	FC	OCS338079-2018 Ford Interceptor-Replace	ce Front Brak	ke Pads-44448
3776	07/03/2024	Claims	631	56092	UW Valley Medical Center - OHS-Renton	445.25	70003548-Kidwell-Police Recruit Medical Exam
	APs		Amount	PO Fo	or		
	2069		445.25	70	0003548-Kidwell-Police Recruit Medical I	Exam	
3777	07/03/2024	Claims	631	56093	UniFirst Corporation	115.27	2220111779-Uniform Item-Protective Service
	APs		Amount	PO Fo	or		
	2093		115.27	22	220111779-Uniform Item-Protective Serv	vice	
3778	07/03/2024	Claims	631	56094	United Laboratories	2,162.28	INV409940-Bio Accel
	APs		Amount	PO Fo	or		
	2094		2,162.28	IN	IV409940-Bio Accel		

City of Orting

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T	D-4-	-				MOTA TO	3
Trans		Туре	Acct #	War #	Claimant	Amount	Memo
3779	07/03/2024	Claims	631	56095	Univar Solutions	1,469.49	52168948-Pot Permang FF PL340
	APs		Amount	PO Fo	or		
	2102		1,469.49	52	168948-Pot Permang FF PL340		
3780	07/03/2024	Claims	631	56096	Washington Rock Quarries,	1,198.67	98437-Quarry Spalls-Charter Park; 98438-Crushed Rock-Charter Park Restrooms
	APs		Amount	PO Fo	r		
	2097 2099		266.93 931.74		437-Quarry Spalls-Charter Park 438-Crushed Rock-Charter Park Restro	oms	
3781	07/03/2024	Claims	631	56097	Water Management Lab Inc.	355.00	220893-Lab Testing
	APs		Amount	PO Fo	r		
	2096		355.00	22	0893-Lab Testing		
3782	07/03/2024	Claims	631	56098	Way Scarff Ford Auburn	1,501.22	86265-Repairs to Street Sweeper-Will not Start
	APs		Amount	PO Fo	r		
	2095		1,501.22	86	265-Repairs to Street Sweeper-Will not	Start	
3783	07/03/2024	Claims	631	56099	Wells Fargo Vendor Financial Services LL	528.87	5030188142-Public Works Copier Lease; 5030246436-Clty Hall Copier Lease
	APs		Amount	PO Fo	r		
	2079 2080		316.68 212.19		30188142-Public Works Copier Lease 30246436-CIty Hall Copier Lease		
		101 City 105 Parl 120 Poli 401 Wat	ks Department ce Department er stewater		_	26,884.42 721.99 92,761.12 313.11 8,401.68 19,182.03 4,838.94	Claims: 153,103.29

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 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.

Mayor Penner called the meeting to order at 7:00pm. Councilmember Holland led the Pledge of Allegiance. **Councilmembers present**: Councilmembers Chris Moore, Don Tracy, Jeff Sproul, Stanley Holland, Greg Hogan, and Deputy Mayor Gunther.

Virtual: Councilmember Koenig.

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, Community Development Director Kim Mahoney.

Executive: Mayor Penner.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

3. PUBLIC COMMENTS.

No comments were made.

4. PUBLIC HEARING.

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

Mayor Penner laid out the rules for the public hearing and opened the public hearing at 7:03pm.

City Administrator Scott Larson briefed on the proposed 6-year Transportation Improvement Plan (TIP). Council discussion followed.

Mayor Penner closed the public hearing at 7:05pm.

<u>Motion:</u> Councilmember Sproul made a motion to adopt Resolution No. 2024-13; a resolution of the City of Orting, Washington, adopting the 2025-2030 6-year Transportation Improvement Program. Seconded by Councilmember Koenig.

Motion passed (7-0).

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.

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

Next Regular Meeting: July 10th, 2024

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 12th, 2024.
- D. AB24-60 Orting Emergency Evacuation Bridge Construction Management Contract 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.

Councilmember Moore asked to pull items 5D and 5E from the consent agenda for discussion. Mayor Penner stated the items will be moved to items 6C and 6D.

<u>Motion</u>: Councilmember Sproul made a motion to approve consent agenda items 5 - A, B, C, F, G. and H. Seconded by Councilmember Hogan.

Motion passed (7-0).

6. NEW BUSINESS.

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

Councilmember Moore briefed on the proposed Transportation Benefit District (TBD) Funding Alternatives. City Administrator Larson briefed that this item would need to be moved forward for a public hearing before Council could vote on it. Council discussion followed.

<u>Motion</u>: Councilmember Moore made a motion to move the item back to Public Works Committee. Seconded by Councilmember Holland.

Motion passed: (7-0).

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

Councilmember Hogan briefed on the compensation wage study that was completed and briefed on the summer recreation staffing

<u>Motion</u>: Councilmember Sproul made a 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. Seconded by Councilmember Hogan.

Motion passed (7-0).

C. AB24-60 – Orting Emergency Evacuation Bridge Construction Management Contract.

Councilmember Moore, who requested the item be pulled from consent for discussion, briefed the issue. He suggested procuring a new engineering firm to perform the work, rather than utilizing the City's on-call engineering firm. City Administrator Larson briefed the procurement process utilized to retain the on-call engineering firm.

Motion: Councilmember Sproul made a motion to approve the Parametrix Emergency Evacuation
Bridge Construction Management Scope and Budget in an amount not to exceed \$1,075,210.54.
Seconded by Deputy Mayor Gunther.

Motion passed (6-1) Nay - Moore.

D. AB24-48 - Stormwater Plan Scope and Budget.

Councilmember Moore, who requested the item be pulled from consent for discussion, briefed the issue. He suggested procuring a new engineering firm to perform the work, rather than utilizing the City's on-call engineering firm. City Administrator Larson briefed the procurement process utilized to retain the on-call engineering firm.

<u>Motion</u>: Councilmember Hogan made a to approve the Parametrix Stormwater Comprehensive Plan Scope and Budget in an amount not to exceed \$135,940.00. Seconded by Councilmember Sproul.

Motion passed (6-1). Nay - Moore.

7. EXECUTIVE SESSION.

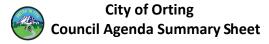
No executive session.

8. ADJOURNMENT.

Joshua Penner, Mayor

<u>.</u>	Motion: Deputy Mayor Gunther made a motion to adjourn. Seconded by Councilmember Holland.
,	Motion passed (7-0).
Mayor P	enner adjourned the meeting at 7:51pm.
ATTEST	

Kimberly Agfalvi, CMC, City Clerk



	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates	
Cubinat.	AB24-63	CGA			
Subject:		7.3.2024		7.10.2024	
Recreation and					
Conservation Office (RCO)	Department:	Administration			
Grant	Date	6.26.2024			
Authorization	Submitted:				
Resolution.					
Cost of Item:		N/A			
Amount Budgeted	d:	N/A			
Unexpended Balance:		N/A			
Bars #:		N/A			
Timeline:					
Submitted By:					
Fiscal Note:					

Fiscal Note:

Attachments: Resolution No. 2024-14 and Applicant Authorization Resolution Application

SUMMARY STATEMENT:

The City is in the process of applying for grant funding from the Washington State Recreation and Conservation Office (RCO) for the construction of a pump track at Charter Park. The application process requires completion of an Applicant Resolution/Authorization document. This resolution/authorization authorizes city staff to act as authorized representatives on behalf of the City of Orting and to legally bind the City of Orting with respect to the project for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on July 10th, 2024 as a consent agenda item.

FUTURE MOTION: Motion:

To approve Resolution No. 2024-14, a resolution of the City of Orting, Washington, authorizing the City Administrator and Activities and Events Coordinator to act at the authorized representative/agent on behalf of the City of Orting with respect to project 24-1930D, Charter Park Pump Track for which the City seeks grant funding assistance through the Recreation and Conservation (RCO) office.

CITY OF ORTING WASHINGTON

RESOLUTION NO. 2024-14

RESOLUTION OF THE CITY OF ORTING. WASHINGTON, **AUTHORIZING** THE **CITY** ADMINISTRATOR AND ACTIVITIES AND EVENTS COORDINATOR TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF THE CITY OF ORTING WITH RESPECT TO PROJECT 24-1930D, CHARTER PARK PUMP TRACK FOR WHICH THE CITY SEEKS GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE.

IT IS HEREBY RESOLVED by the Council of the City of Orting, Washington as follows: This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above; NOW, THEREFORE, BE IT RESOLVED that:

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
- 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:
 - Grant application (submission thereof) Michell Alfiere, Activities and Events
 - Project Contact (day-to-day administering of the grant and communication with the RCO) Michell Alfiere, Activities and Events.
 - RCO Grant Agreement (agreement) Scott Larson, City Administrator
 - Agreement Amendments Scott Larson, City Administrator
 - Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the County Scott Larson, City Administrator.

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- 3.Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- 4.Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 5.Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 6.Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 7.Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9.[for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
- 10.Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

 [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to inwriting by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard

versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

- 12. [for Development, Renovation, Enhancement, and Restoration Projects Only—If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
- 13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
- 1. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
- 2. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 3. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s)

PASSSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th day of July, 2024.

Washington State Attorney General's Office	City of Orting		
Assistant Attorney General	Mayor Joshua Penner		

ATTEST/AUTHENTICAT	ED:
Kimberly Agfalvi, CMC, Ci	ty Clerk
Approved as to form:	
Charlotte Archer, City Attor Inslee Best, PLLC	ney



Applicant Resolution/Authorization

Organization Name (sponsor)	
Resolution No. or Document Name_	
_	
Project(s) Number(s), and Name(s)	

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
- 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day	
administering of the grant and	
communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate	
documents (Notice of Grant, Deed of	
Right or Assignment of Rights if	
applicable). These are items that are	
typical recorded on the property with	
the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- 3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
- 10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
- 11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

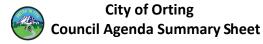
acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

- 12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.**
- 13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If your organization DOES NOT own the property</u>] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.**
- 14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
- 15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed			
Title		Date	
This Applicant Resolut		ted by our organization during the meeting held:	
Location:		Date:	
Washington State Atto	orney General's Office		
Approved as to form _	Buen- Taller		
	Assistant Attorney Gen	eral Date	

You may reproduce the above language in your own format; however, text may not change.



	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB24-67	PW		
		7.3.2024		
Pierce County				
Water Franchise	_	T		
Agreement.	Department:	PW		
	Date	6.27.2024		
	Submitted:			
Cost of Item:		N/A		
Amount Budgeted	l:	N/A		
Unexpended Bala	nce:	N/A		
Bars #:		N/A		
Timeline:		ASAP		
Submitted By:				
Fiscal Note: N/A	•			

SUMMARY STATEMENT:

Attachments: Water Franchise Agreement

The city of Orting owns a water and sewer system that extends beyond the boarders of our jurisdiction in to Pierce County. Pierce County requires public utility purveyors to enter into a franchise agreement for use of their right-of-way for the placement of these water and sewer lines. The city's existing franchise agreements recently expired or are set to expire in the coming months, and staff applied for franchises to continue operating our utilities in the counties right-of-way. Pierce County has approved both our Water and Sewer Franchises on June 7, 2024. The Pierce County franchise code requires we accept the franchise agreements within 60 days of the date of approval by the county, which was June 7, 2024.

RECOMMENDED ACTION: <u>Action</u>:

Due to the timeline imposed by the county, and that these franchises are pre-existing; staff recommend moving these agreements to the council meeting on July 10th for adoption.

FUTURE MOTION: Motion:

To authorize the Mayor to sign a Water Franchise Agreement with Pierce County, WA.



PierceCountyWa.gov/PPW

Jen Tetatzin, PE, PMP - Director

June 5, 2024

Marshell Maurer City of Orting Public Works Director 104 Bridge St. S. Orting, WA 98360 mmaurer@cityoforting.gov

Dear Mr. Maurer:

Enclosed is a copy of Pierce County Ordinance No. O2024-520 that grants the City of Orting a nonexclusive franchise for location of water lines on certain County roads, highways, and other County property(ies) in Pierce County, Washington.

Your attention is directed to Section XIV (page 11 of 12) of Exhibit "A", which states that written acceptance of this franchise is to be filed with the Clerk of the Council within 60 days from the effective date of the franchise. Please have the appropriate person sign and fill in the signature block on the original signature page that is included in this mailing. Return the original signed page to our office by **July 31, 2024**.

Your company will be receiving a bill from Pierce County for publication charges for the Notice of Public Hearing and recording fees pertaining to this franchise. The Ordinance will be sent to the Auditor's Office for recording after the signature page is signed and returned, and the bill is paid.

If you have any questions, please contact me at (253) 798-3214.

Sincerely,

Rondi Downs

Right-of-Way Administration Technician

RD:lgc Enclosures

cc: Denise Johnson, Clerk of the Council

File

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ORDINANCE NO. 02024-520

An Ordinance of the Pierce County Council Granting a Nonexclusive Franchise to the City of Orting, for Location of Waterlines on Certain County-Owned Rights-of-Way; and Authorizing the County Executive to Execute Said Franchise.

Whereas, the City of Orting of Pierce County, Washington, has applied for a nonexclusive Franchise to construct, operate, and maintain a waterline system under and along Pierce County roads, highways, and other County property(ies) in Pierce County, Washington, as hereinafter set forth; and

Whereas, the proposed franchise is nonexclusive and does not establish a right, either expressly or implied, to the water purveyor to provide water service to properties located outside of their approved water service area. Furthermore, the request for this franchise is consistent with the Pierce County Coordinated Water System Plan (CWSP) provided that no extension of water service occurs without following the service area adjustment provisions outlined in the CWSP; and

Whereas, said application for Franchise came on regularly for hearing before the Pierce County Council on the date set forth below under the provisions of Chapter 36.55 of the Revised Code of Washington; and

Whereas, it appears to the Council that notice of said hearing has been duly given to the public and those interested in providing the same service applied for by the applicant as required by law and that it is in the public interest to grant the Franchise; Now Therefore,

BE IT ORDAINED by the Council of Pierce County:



1 2 3 4 5	Section 1. A nonexclusive Franchise, a copy of which is attached hereto and identified as Exhibit A, is hereby given and granted to the City of Orting of Pierce County, Washington, hereinafter referred to as the Grantee, for a period of five years, from and after the date of filing of the Franchise to be granted with the Clerk to the Pierce County Council.				
7	Section 2. The City of Orting must indicate their full acceptance of this				
8	Franchise and all its terms and conditions within 60 days from the effective date of				
9	the Ordinance. Said acceptance is to be in writing and filed with the Clerk to the				
10	Pierce County Council and shall be a condition precedent to the validity of said				
11	Franchise, and unless the Franchise is accepted within such time, this grant of				
12 13	permission shall be null and void.				
14	Section 3. The Executive of Pierce County is hereby authorized to execute				
15	said Franchise.				
16 17	PASSED this 21st day of May, 2024.				
18	rassed this at uay of very , 2024.				
19	ATTEST: PIERCE COUNTY COUNCIL				
20	Pierce County, Washington				
21	Marian Cara Coma Ma Malla				
22	Denise D. Johnson Ryan N. Mello				
23 24	Denise D. Johnson Clerk to the Council Council Chair				
25	Olerk to the council				
26 27	1 to				
28	Bruce F. Dammeier				
29	Pierce County Executive				
30	Approved, this				
31					
32 33	Dates of Publication of				
	Notice of Public Hearing: april 24, 2024 and May 1, 2024				
34 35	Notice of Fubilic Hearing.				
36	Effective Date of Ordinance: June 7, 2024				
37	Effective Bate of Gramanee.				
38	Recording Number:				
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40	Date Recorded:				
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Application of the City of Orting of Pierce County, Washington, for a nonexclusive Franchise to construct and maintain water pipelines with appurtenances for a water system under and along certain public roads, highways, and other County property in Pierce County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Council of Pierce County, Washington, under the provisions of Chapter 36.55, Revised Code of Washington (RCW), and it appearing to the Council that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant the Franchise herein requested;

NOW, THEREFORE, IT IS ORDERED, that a Franchise be, and the same is, hereby given and granted the City of Orting of Pierce County, Washington, hereinafter called "Grantee" for a term of 5 years from and after the date of filing this Franchise with the Clerk of the Pierce County Council. This Franchise is a license for the privilege, and authority to construct, maintain, and operate for the said period of time, a water pipeline with appurtenances for a water system under and along public roads, highways, and other County property in Pierce County, Washington, as follows:

All Pierce County roads and rights-of-way within the following:

Section 26, Township 19 Range 05 All Pierce County roads in the S ½ within said section.

Section 27, Township 19, Range 05 All Pierce County roads in the SE 1/4 within said section.

Section 35, Township19, Range 05 All Pierce County roads in the N ½ of N ½ within said section.



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Section 08, Township 18, Range 05 All Pierce County roads in the E ½ of SE ¼ within said section.

Section 31, Township 19, Range 05 All Pierce County roads in the SE 1/4 outside of city limits, within said section.

Section 06, Township 18, Range 05 All Pierce County roads in the NE 1/4 outside of city limits, within said section.

In the construction and installation of water system appurtenances and the excavation of trenches on County roads for the purposes of laying relaying, connecting, disconnecting, and repairing mains and pipes and making connections between the same to dwellings and other buildings of the consumers, Grantee shall be governed by and conform to the general rules adopted by Pierce County Planning and Public Works, it is understood and agreed that Grantee is fully responsible for all such water system appurtenances within the limits of Pierce County right-of-way (inclusive of any lines or appurtenances conveying water from the Grantee); and Grantee, at no expense to the County, shall complete all such work and shall repair the County roads and leave the same in as good condition as before the work was commenced;

PROVIDED, HOWEVER, that no such work shall be done prior to obtaining permits therefore issued by the Pierce County Engineer (hereinafter "Engineer"), which permits shall set forth conditions pertaining to the work to be done and specifications for the restoration of the roads to the same condition as they were prior to such work; and

PROVIDED FURTHER, the Engineer, in his or her discretion, may require a bond in a sum sufficient to guarantee to Pierce County that such roads shall be restored to the same condition as existed prior to such work. If Grantee does not repair County roads to the satisfaction of the Engineer, Pierce County Planning and Public Works may, at its sole discretion, repair such County roads, or cause them to be repaired, and Grantee hereby agrees to reimburse the County of Pierce for the cost of such work, including overhead costs.

Before any work is performed under this Franchise, which may affect any existing monuments or markers of any nature relating to section subdivisions, plats, roads, and all other surveys, Grantee shall reference all such monuments and markers in accordance with RCW 58.09.130. The reference points shall be so

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located that they will not be disturbed during Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement with approved monuments shall be borne by Grantee.

A complete set of reference notes for monuments and other ties shall be filed with Pierce County Planning and Public Works.

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The water mains and pipes shall be laid down as directed by the Engineer at a depth of not less than 36 inches below the surface of the ground under and along the County roads, and in such a manner as not to interfere unnecessarily with the construction of sewers and drains, or with the grading of County roads. All surface appurtenances to the water system shall be installed or constructed as approved by the Engineer.

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All work done under this Franchise shall be done in a thorough and professional manner. In the laying of water pipes and conduits and the digging of ditches therefore, Grantee shall leave ditches in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to ensure that damage or injury shall not occur or arise by reason of such work; and that where any ditches or trenches are left open at night, Grantee shall place at all crossings suitable lights in such a position to guard against danger, and Grantee shall be liable for all property damage or personal injury that may be caused by reason of any injury sustained through Grantee's negligence by reason of any person, animal or property being injured through any negligence of Grantee, or by reason of any damage caused through the neglect to properly guard any ditches or trenches dug or maintained by Grantee. The Engineer may specify actions to be taken to ensure the safety of the public and Grantee shall comply with such specifications.

All abandoned underground utilities shall be removed from the right-of-way within 90 days from abandonment. The underground utility shall be considered abandoned upon completion of the permitted work. In the abandonment of hazardous materials such as asbestos concrete pipe, the materials being removed will be in accordance with Chapter 296-65 of the Washington Administrative Code (WAC).

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IV

The County of Pierce, in granting this Franchise does not waive any rights that it now holds or may hereafter acquire and shall not be construed to deprive the County of Pierce of any powers, rights, or privileges that it now has or may hereafter acquire, including the right of eminent domain to regulate use and control of County roads covered by this Franchise, or to go upon any and all County roads and highways for the purpose of constructing and improving the same in such a manner as the County of Pierce, or its representatives may elect.

Grantee shall provide a certificate of insurance showing evidence of commercial general liability and property damage liability insurance that includes but is not limited to the operations of Grantee, Grantee's protective liability, products completed operation's coverage, broad form blanket contractual liability:

COVERAGES Commercial General Liability Insurance **Bodily Injury Liability**

LIMITS OF LIABILITY \$2,000,000 Each Occurrence

Property Damage Liability

\$250,000 Each Occurrence

or COMBINED SINGLE LIMIT COVERAGE OF \$2,000,000

The general requirements of the policy shall contain:

Pierce County is named as an additional insured in this Franchise, to applicable coverage.

In the event of nonrenewal, cancellation, or material change in the coverage provided, 30 days' written notice will be furnished to the County prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the County Engineer, Pierce County Planning and Public Works, 2702 South 42nd Street, Suite 109, Tacoma, Washington 98409.

Pierce County has no obligation to report occurrences to the insurance companies unless a claim is filed with the County; and Pierce County has no obligations to pay premiums.

Grantee's insurance policies shall contain a "cross-liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured with respect to any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy has been issued to each, except that nothing herein shall operate to increase Grantee's liability beyond the amount or amounts for which Grantee would have been liable had only one Insured been named.

Grantee's insurance is primary over any insurance that may be carried by Pierce County. Grantee agrees to provide proof of insurance each year to Pierce County.

Grantee agrees to defend, indemnify, and hold harmless Pierce County, its appointed and elected officials, its agents, and its employees, from and against all loss or expense arising out of any act, error or omission, or the exercise of any of the rights and privileges granted under this Franchise, including but not limited to, judgments, settlements, attorney's fees and costs, and any and all claims and demands upon the County, its elected or appointed officials, its agents, or its employees. Additionally, for damages because of personal or bodily injury including death at any time resulting therefrom, sustained by any person or persons, and for damages on account of damage to property, including loss of use thereof, where such injury to persons or damage to property is due to the negligence of Grantee, its contractors, its or their employees or agents. Grantee agrees to defend, indemnify, and hold harmless Pierce County, its appointed or elected officers, or its employees, or its agents, except only such injury or damage as shall have been occasioned by the sole negligence of Pierce County, its appointed or elected officials, or its agents, or its employees; and the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and this waiver has been mutually negotiated by the parties to this Franchise.

If the claim, suit, or action for injuries, death, or damages as provided for in this Franchise agreement is caused by or results from the concurrent negligence of (a) Pierce County or Pierce County's agents or employees; or (b) Grantee, or Grantee's agents or employees, the indemnity provisions provided for in this Franchise

shall be valid and enforceable only to the extent of Grantee's negligence.

Grantee specifically and expressly waives any immunity under Industrial Insurance Title 51 RCW and acknowledges that this waiver was mutually agreed upon by the parties herein.

VI

If, at any time, the County of Pierce shall vacate any County street, road or alley that is subject to rights granted by this Franchise, the Pierce County Council may, at its option, and by giving 30 days written notice to Grantee, its successors and assigns, terminate this Franchise with reference to such County road, street, or alley so vacated and the County of Pierce shall not be liable for any damages or loss to Grantee by reason of such termination.

If, during the term of this Franchise, Grantee acquires any rights to real property within the area of the Franchise as described herein, those rights shall be subordinate to the terms of this and any future Franchise agreements. The terms of this and future Franchises, including Section VII below, will govern the respective rights and obligations between Grantee and the County with respect to these newly acquired property rights, whether within existing or newly acquired right-of-way, regardless of the nature of the newly acquired rights.

VII

If, at any time, a new County road is created or established, and constructed, or an existing County road is reconstructed, realigned, or its grade is changed, or if sewer or drainage facilities, or any other facilities within future or existing County road rights-of-way are constructed, reconstructed, maintained, or relocated (all such work to be called "County Projects" hereinafter) and if the installation of the facilities as allowed in this Franchise, and all supplements and changes thereto, should interfere in any manner with any such County Projects then Grantee at no expense to Pierce County shall, upon notice, change the location or adjust the elevation of its facilities so that such facilities shall not interfere with such County Projects.

When relocation of Grantee's facilities is required by such County Projects, the following procedures shall be followed:

Pierce County shall make available to Grantee a list of anticipated projects for each new budget period as soon as is reasonably possible.

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- 2. Pierce County shall provide to Grantee two sets of preliminary plans for individual projects as soon as such plans are developed to a state of reasonable certainty and shall advise Grantee of the anticipated date of start of work on such projects.
- Grantee shall, when requested by Pierce County in writing, locate its 3. facilities in the field, show those locations on one set of preliminary plans provided, and return that set to Pierce County Planning and Public Works within four weeks of receiving the written request.
- Pierce County shall provide to Grantee final plans for such projects as 4. soon as such plans are available and shall confirm or correct the anticipated date of start of work on such projects.
- Pierce County shall assist Grantee in determining how its facilities 5. shall be relocated. Such assistance by Pierce County shall include, at a minimum, copies of plans (as required above) and specifications for such County Projects, and information known to Pierce County as to existing survey control available for location of such County Projects. Such assistance shall not subject Pierce County to any liability for the costs of relocating the subject facilities a second time if Grantee incorrectly relocated its facilities the first time.
- When requested, Pierce County and Grantee shall meet to discuss 6. how County Projects and utility relocations can be accomplished with the least impact on the other. Pierce County's decision shall be final in such matters but shall not be unreasonable.
- Relocation of Grantee's facilities shall be completed in a timely manner 7. defined as follows:

Relocation of Grantee's facilities shall normally be accomplished in advance of County Projects. In the event relocation of Grantee's facilities is done concurrently with such Projects, Pierce County shall be so notified and agree to a written schedule for relocation. Compliance with such a written schedule shall be Grantee's duty. In no event shall relocation of Grantee's facilities interfere with County Projects.

If Grantee does not relocate its facilities in a timely manner as required 8. above, Pierce County may relocate, or cause to be relocated, such facilities of Grantee as Pierce County deem necessary, and in the manner Pierce County deems necessary, in its sole discretion.

Grantee hereby indemnifies and holds Pierce County, its employees, officers, officials, and agents totally free and harmless from all and any liability which may arise from damages caused by the relocation by Pierce County of the facilities of Grantee, even if such damages and liability arise from the negligence of Pierce County, its employees, officers, officials, and agents.

- Grantee hereby indemnifies and holds harmless Pierce County, its 9. officers, officials, and employees, from damages that may arise from Grantee's failure to relocate its facilities in accordance with the dates for completion of relocation of facilities set forth above, or any other act or omission by Grantee, its contractor(s), agents, officers, or employees related to the provisions of this Franchise.
- It shall be conclusively presumed that Pierce County will have suffered 10. damages as a result of exercising its rights as set forth in Item 8 above, and compensation for such damages will be difficult to ascertain, and therefore, Grantee shall compensate Pierce County for such damages in the amount of twice the amount of the cost of such relocation of Grantee's facilities by Pierce County.
- The exercise of its rights, as set forth in Item 8 above, by Pierce 11. County in no way relieves Grantee of completing and/or finalizing the relocation of its facilities at no expense to Pierce County, if the relocation work done by Pierce County is incomplete.
- In the event a lawsuit is brought by Pierce County against Grantee to 12. collect damages presumed under Item 10 above for the exercise by Pierce County of its rights under Item 8 above, Grantee hereby agrees the only issue will be the actual cost to Pierce County for relocating Grantee's facilities. The party prevailing in such an action shall be allowed its legal fees and costs.

VIII

Grantee shall not sell, transfer, or assign this Franchise without first notifying the Pierce County Council. The terms and conditions set forth herein shall be binding on Grantee's successors and assigns unless amended by the Council of Pierce County.

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This Franchise is granted upon the further express condition that it shall not be an exclusive Franchise and shall not, in any manner, prohibit the County of Pierce from granting any other Franchise under and along any of the said County roads of any kind and character or territories that may be deemed proper by the Pierce County Council, and this Franchise shall not in any way prevent the County of Pierce from using the County rights-of-way, or affect the jurisdiction over them, and every part of them by the County of Pierce with full power to make the necessary repairs, changes and alterations in the same and like manner as though this Franchise had never been granted.

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Pierce County reserves for itself the right to so change, amend, modify, or amplify this Franchise to conform to any State statute, order of the Washington Utilities and Transportation Commission, or County regulation, ordinance, or rightof-way regulation, as may hereafter be enacted, adopted, or promulgated. This Franchise may be terminated at any time upon 90 days written notice to Grantee to terminate this Franchise if Grantee fails to comply with its terms and conditions, or if Grantee fails to comply with such changes, amendments, modifications, or amplifications and upon termination Pierce County shall have a lien upon all equipment and materials erected or placed under this Franchise, which lien may be enforced to reimburse Pierce County for any reasonable expenses and payments incurred in terminating this Franchise, and to cure defaults by Grantee.

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Grantee agrees to and shall provide available financial information to the County upon reasonable request. Grantee agrees to and shall during regular business allow agents of Pierce County access for inspection and reproduction of all of Grantee's business records, gross revenue reports, or rules and regulations relevant to a determination of the gross revenues received by Grantee from the area served by the facilities permitted by this Franchise.

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Furthermore, all Grantees shall, within 30 days after written demand thereof on the anniversary of said grant, modification, amendment, renewal, or transfer of any franchise, reimburse Pierce County for all direct and indirect costs and expenses incurred by the County in the preceding 12 months in connection with any said franchise.

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In the event that the territory covered by this Franchise shall at any time during the Franchise period be included within the limits of any incorporated city or town, the authorities of said city or town shall have the right, to be exercised at their discretion, to acquire by purchase or condemnation, any part of such pipes, conduits, and water system other than transmission lines at a price to be based

upon the reasonable value of the same at the time, without any additional value for 2 the Franchise or any unexpired period thereof, and upon such acquirement, this grant and Franchise shall immediately terminate, only that portion to be incorporated. 5 6 XI Grantee acknowledges that Pierce County Charter Section 9.20 Franchises provides in part: All Franchises shall be subject to the right of the Council, or the people acting for them through referendum, to repeal for cause, amend, or modify the Franchise in the interest of the public, and agrees to said condition. 10 XII 12 Any failure to render adequate service to the patrons of said water system, 13 or the discontinuance of such water services without fault on the part of the patron 14 or patrons involved, for a period of 30 days, shall work a forfeiture of this 15 16 | Franchise, at the discretion of the Pierce County Council, unless the failure should result from causes beyond human control.

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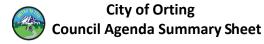
Venue and jurisdiction for any controversy arising from the Franchise shall be in Pierce County, Washington.

XIV

Grantee shall provide full acceptance of this Franchise and all its terms and conditions by filing a signed copy of the Franchise with the Clerk of the Pierce June 7 ____, 2024. This County Council within 60 days from requirement shall be a condition precedent to the Franchise taking effect. If Grantee does not provide a signed copy of the Franchise as set forth in this Section, this Franchise shall be null and void.

Pursuant to RCW 36.55.080, a copy of this Franchise shall be recorded in the Office of the Pierce County Auditor.

	28th Man			
1	DATED at Tacoma, Washington, this day of, 2024			
2				
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4 5				
6	Bruce F. Dammeier			
7	Pierce County Executive			
8	•			
9				
10	The City of Orting accepts and agrees to comply with all terms and			
11	conditions of this Franchise.			
12 13				
14	Name			
15				
16				
17	Title			
18				
19	City of Online			
20 21	City of Orting			
22				
23	Date			



	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates	
Chiaat.	AB24-68	PW			
Subject:		7.3.2024			
Pierce County					
Sewer Franchise					
Agreement.	Department:	PW			
_	Date	6.27.2024			
	Submitted:				
Cost of Item: Amount Budgeted:		N/A			
		N/A			
Unexpended Bala	nce:	N/A			
Bars #:		N/A			
Timeline:		ASAP			
Submitted By:					
Fiscal Note: N/A					

SUMMARY STATEMENT:

Attachments: Sewer Franchise Agreement

The city of Orting owns a water and sewer system that extends beyond the boarders of our jurisdiction in to Pierce County. Pierce County requires public utility purveyors to enter into a franchise agreement for use of their right-of-way for the placement of these water and sewer lines. The city's existing franchise agreements recently expired or are set to expire in the coming months, and staff applied for franchises to continue operating our utilities in the counties right-of-way. Pierce County has approved both our Water and Sewer Franchises on June 7, 2024. The Pierce County franchise code requires we accept the franchise agreements within 60 days of the date of approval by the county, which was June 7, 2024.

RECOMMENDED ACTION: <u>Action</u>:

Due to the timeline imposed by the county, and that these franchises are pre-existing; staff recommend moving these agreements to the council meeting on July 10th for adoption.

FUTURE MOTION: Motion:

To authorize the Mayor to sign a Sewer Franchise Agreement with Pierce County, WA.



PierceCountyWa.gov/PPW

Jen Tetatzin, PE, PMP - Director

June 5, 2024

Marshell Maurer City of Orting Public Works Director 104 Bridge St. S. Orting, WA 98360 mmaurer@cityoforting.gov

Dear Mr. Maurer:

Enclosed is a copy of Pierce County Ordinance No. O2024-519 that grants the City of Orting a nonexclusive franchise for location of sewer lines on certain County roads, highways, and other County property(ies) in Pierce County, Washington.

Your attention is directed to Section XIV (page 9 of 10) of Exhibit "A", which states that written acceptance of this franchise is to be filed with the Clerk of the Council within 60 days from the effective date of the franchise. Please have the appropriate person sign and fill in the signature block on the original signature page that is included in this mailing. Return the original signed page to our office by **July 31, 2024**.

Your company will be receiving a bill from Pierce County for publication charges for the Notice of Public Hearing and recording fees pertaining to this franchise. The Ordinance will be sent to the Auditor's Office for recording after the signature page is signed and returned, and the bill is paid.

If you have any questions, please contact me at (253) 798-3214.

Sincerely,

Rondi Downs

Right-of-Way Administration Technician

Sonde Cowns

RD:lgc Enclosures

cc: Denise Johnson, Clerk of the Council

File

N:\PWU\PUWD\PUWA\WPFILES\WORDPROC\ORDINANCE-RESOLUTION\Franchises\Franchise Billing Correspondence\2024\2024-519_letter_to_franchisee.doc

 Sponsored by: Councilmember Dave Morell

Requested by: County Executive/Planning and Public Works

ORDINANCE NO. 02024-519

An Ordinance of the Pierce County Council Granting a Nonexclusive Franchise to the City of Orting for Location of Sewer Lines on Certain County-Owned Rights-of-Way; and Authorizing the County Executive to Execute Said Franchise.

Whereas, the City of Orting, a Municipal Corporation of Pierce County, has applied for a nonexclusive Franchise to construct, operate, and maintain a sanitary sewer pipeline system in, along, and under certain public roads, highways, and other County property(ies) in Pierce County, Washington, as hereinafter set forth; and

Whereas, said application came on regularly for hearing before the Pierce County Council on the date set forth below under the provisions of Chapter 36.55 of the Revised Code of Washington; and

Whereas, it appears to the Council that notice of said hearing has been duly given to the public as required by law and that it is in the public's interest to grant the Franchise; Now Therefore,

BE IT ORDAINED by the Council of Pierce County:

<u>Section 1</u>. The Franchise, a copy of which is attached hereto and identified as Exhibit A, is hereby given and granted to the City of Orting, a Municipal Corporation of Pierce County, its approved successors and assigns, hereinafter referred to as the "Grantee", for a period of five years, from and after the effective date of this Ordinance to construct, operate, and maintain a sanitary sewer pipeline, for the transportation of sewage in, along, and under those certain public roads, highways, and other County property in Pierce County, Washington, described within said Franchise.



1 2	Section 2. The City of Orting, a Municipal Corporation of Pierce County, must indicate their full acceptance of this Franchise and all its terms and				
3	conditions within 60 days from the effective date of the Ordinance. Said				
4	acceptance is to be in writing and filed with the Clerk to the Pierce County Council and shall be a condition precedent to the validity of said Franchise, and unless the				
5	Franchise is accepted within such time, this grant of permission shall be null and				
6 7	void.				
8	Vold.				
9	Section 3. The Executive of Pierce County is hereby authorized to execute				
10	said Franchise.				
11 12	- ct				
13	PASSED this 218 day of May, 2024.				
14	ATTEST: PIERCE COUNTY COUNCIL				
15	ATILOT.				
16	Pierce County, Washington				
17 18					
19	Since the stronger (Am). White				
20	Denise D. Johnson Ryan N. Mello				
21	Clerk of the Council Council Chair				
22	KAI L				
23	1 Ht Jan				
24	Bruce F. Dammeier				
25	Pierce County Executive				
26	Approved, this				
27	<u>782</u> day of 10m, 2024.				
28					
29	Dates of Publication of Control Publication o				
30	Notice of Public Hearing: Opril 24, 2024 and May 1, 2024				
31	O .				
32	Effective Date of Ordinance: June 7, 2024				
33					
34	Recording Number:				
35					
36	Date Recorded:				

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38 39 In the Matter of the Application of the City of Orting, a Municipal Corporation of Pierce County, for a nonexclusive FRANCHISE franchise to construct, operate, and maintain a sanitary sewer pipeline system in, along, across, under, and along certain Public Roads and Highways in Pierce County, Washington

Application of the City of Orting, a Municipal Corporation of Pierce County, for a nonexclusive Franchise to construct and maintain a sanitary sewer pipeline system in, along, across, and under certain public roads and highways in Pierce County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Council of Pierce County, Washington, under the provisions of Chapter 36.55, Revised Code of Washington (RCW), and it appearing to the Council that notice of said Hearing has been duly given as required by law, and that it is in the public interest to grant the Franchise herein granted;

NOW, THEREFORE, IT IS ORDERED, that a Franchise be and the same is hereby given and granted to the City of Orting, a Municipal Corporation of Pierce County, hereinafter referred to as "Grantee," for a period of five (5) years from and after the date of filing of this Franchise with the Clerk of the Pierce County Council. This Franchise is a license for the privilege and authority to construct, maintain, and operate for the said period of time, a sanitary sewer pipeline with appurtenances for a sanitary sewer pipeline system in, along, across, and under the public roads and highways in Pierce County, Washington, to wit:

> Section 24, Township 19, Range 04 East W.M. All Pierce County roads within said section and outside of the City limits.

Section 19, Township 19, Range 05 All Pierce County roads in the West ½ of Northwest ¼ within said section.

Section 19, Township 19, Range 05 All Pierce County roads in the West ½ of Southwest ¼ within said section.

Section 31, Township 19, Range 05 All Pierce County roads in the West ½ of Southeast ¼ within said section.

Section 06, Township 18, Range 05 All Pierce County roads in the West ½ of the Northeast ¼ within said section.

In the construction and installations of sanitary sewer pipeline appurtenances and the excavation of trenches on County roads for the purposes of laying, relaying, connecting, disconnecting, and repairing mains and pipes and making connections between the same to the dwellings and other buildings of the consumers, the Grantee shall be governed by and conform to the general rules adopted by Pierce County Planning and Public Works of Pierce County, Washington; it is understood and agreed that Grantee is fully responsible for all such sewer system appurtenances within the limits of Pierce County right-of-way (inclusive of any lines or appurtenances conveying sewer from the property owner), and the Grantee, at no expense to the County, shall complete all such work and shall repair the County roads and leave the same in as good condition as before the work was commenced;

PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefore issued by the Pierce County Engineer (hereinafter "Engineer"), which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the roads to the same condition as they were prior to such work; and

PROVIDED FURTHER, the Engineer may in his or her discretion require a bond in a sum sufficient to guarantee to Pierce County that such roads shall be restored to the same condition as existed prior to such work. If the Grantee does not repair the County roads to the satisfaction of the Engineer, Pierce County Planning and Public Works may, at its sole discretion, repair such County roads, or cause them to be repaired, and the Grantee hereby agrees to reimburse the County of Pierce for the cost of such work, including overhead costs.

Before any work is performed under this Franchise that may affect any existing monuments or markers of any nature relating to section subdivisions, plats, roads, and all other surveys, Grantee shall reference all such monuments and markers in accordance with RCW 58.09.130. The reference points shall be so located that they will not be disturbed during Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Grantee.

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A complete set of reference notes for monuments and other ties shall be filed with Pierce County Planning and Public Works.

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The sanitary sewer mains and pipes shall be laid down as directed by the Engineer or his designee at a depth to be determined at the time of permit application, and in such a manner as not to interfere unnecessarily with the construction of utilities and drains, or with the grading of the County roads. All surface appurtenances to the sanitary sewer system shall be installed or constructed as approved by the Engineer.

III

All work done under this Franchise shall be done in a thorough and professional manner and in the laying of sanitary sewer pipes and conduits and the digging of ditches therefore, the Grantee shall leave ditches in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to ensure that damage or injury shall not occur or arise by reason of such work; and that where any ditches or trenches are left open at night, the Grantee shall place at all crossings suitable lights in such a position to guard against danger, and the Grantee shall be liable for all property damage or personal injury that may be caused by reason of any injury sustained through its negligence by reason of any person, animal or property being injured through any negligence of the Grantee, or by reason of any damage caused through the neglect to properly guard any ditches or trenches dug or maintained by the Grantee. The Engineer may specify actions to be taken to ensure the safety of the public and the Grantee shall comply with such specifications.

IV

The County of Pierce, in the granting of this Franchise, does not waive any rights that it now holds or may hereafter acquire and this Franchise shall not be construed so as to deprive the County of Pierce of any powers, rights, or privileges that it now has or may hereafter acquire, including the right of eminent domain, to regulate the use and control of the County roads covered by this Franchise, or to go upon any and all County roads and highways for the purpose of constructing and improving the same in such a manner as the County of Pierce, or its representatives may elect.

V

Grantee shall provide a certificate of insurance showing evidence of commercial general liability and property damage liability insurance that includes but is not limited to, the operations of the Grantee, the Grantee's protective liability, products-completed operations coverage, broad form blanket contractual liability:



COVERAGES

Commercial General Liability Insurance **Bodily Injury Liability**

Property Damage Liability

LIMITS OF LIABILITY

\$2,000,000 Each Occurrence

\$250,000 Each Occurrence

or COMBINED SINGLE LIMIT COVERAGE OF \$2,000,000

The general requirements of the policy shall contain:

Pierce County is named as an additional Insured as respects this Franchise and such insurance as is carried by the Grantee for the operation of its facility.

In the event of nonrenewal, cancellation, or material change in the coverage provided, 30 days written notice will be furnished to the County prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the Engineer, Planning and Public Works, 2702 South 42nd Street. Suite 109. Tacoma, Washington 98409.

Pierce County has no obligation to report occurrences to the insurance companies unless a claim is filed with the Pierce County Council; and Pierce County has no obligations to pay premiums.

The Grantee's insurance policies shall contain a "cross-liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit, or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy has been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

The Grantee's insurance is primary over any insurance that may be carried by Pierce County. Grantee agrees to provide proof of insurance each year to Pierce County.

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Grantee agrees to defend, indemnify, and hold harmless Pierce County, its appointed and elected officials, its agents, and its employees, from and against all loss or expense arising out of any act, error or omission, or the exercise of any of the rights and privileges granted under this Franchise, including but not limited to, judgments, settlements, attorney's fees and costs, and any and all claims and demands upon the County, its elected or appointed officials, its agents, or its employees. Additionally, for damages because of personal or bodily injury including death at any time resulting therefrom, sustained by any person or persons, and for damages on account of damage to property, including loss of use thereof, where such injury to persons or damage to property is due to the negligence of Grantee, its contractors, it's or their employees or agents, Grantee agrees to defend, indemnify, and hold harmless Pierce County, its appointed or elected officers, or its employees, or its agents, except only such injury or damage as shall have been occasioned by the sole negligence of Pierce County, its appointed or elected officials, or its agents, or its employees; and the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and this waiver has been mutually negotiated by the parties to this Franchise.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this Franchise agreement is caused by or results from the concurrent negligence of (a) Pierce County or Pierce County's agents or employees, and (b) the Grantee, or the Grantee's agents or employees, the indemnity provisions provided for in the preceding paragraph of this Franchise shall be valid and enforceable only to the extent of the Grantee's negligence.

Grantee specifically and expressly waives any immunity under Industrial Insurance Title 51 RCW and acknowledges that this waiver was mutually agreed upon by the parties herein.

If, at any time, the County of Pierce shall vacate any public street, road, or alley that is subject to rights granted by this Franchise, the Pierce County Council may, at their option, and by giving 30 days written notice to the Grantee, its successors, and assigns, terminate this Franchise with reference to such County road, street, or alley so acquired and the County of Pierce shall not be liable for any damages or loss to the Grantee by reason of such termination.

If, at any time, a new County road is created or established, and constructed, or an existing County road is reconstructed, realigned, or its grade is changed, or if sewer or drainage facilities, or any other facilities, within future or existing County road rightof-way are constructed, reconstructed, maintained, or relocated (all such work to be called "County Projects" hereinafter) and if the installation of the facilities as allowed in this Franchise, and all supplements and changes thereto, should interfere in any manner with any such County projects then the Grantee at no expense to the Pierce County shall, upon notice, change the location or adjust the elevation of its facilities so that such facilities shall not interfere with such County projects.

When relocation of Grantee's facilities is required by such County projects the following procedures shall be followed:

- Pierce County shall make available to Grantee a list of anticipated 1. projects for each new budget period as soon as is reasonably practicable.
- Pierce County shall provide to Grantee two sets of preliminary plans for 2. individual projects as soon as such plans are developed to a state of reasonable certainty and shall advise Grantee of the anticipated date of start of work on such projects.
- Grantee shall, when requested by Pierce County in writing, locate their 3. facilities in the field, show those locations on one set of the preliminary plans provided, and return that set to Pierce County Planning and Public Works within four weeks of receiving the written request.
- Pierce County shall provide to Grantee final plans for such projects as 4. soon as such plans are available and shall confirm or correct the anticipated date of start of work on such projects.
- Pierce County shall assist Grantee in determining how its facilities shall 5. be relocated. Such assistance by Pierce County shall include, at a minimum, copies of plans (as required above) and specifications for such County projects, and information known to Pierce County as to existing survey control available for location of such County projects. Such assistance shall not subject Pierce County to any liability for the costs of relocating the subject facilities a second time if Grantee incorrectly relocated its facilities the first time.

- When requested, Pierce County and Grantee shall meet to discuss how 6. County projects and utility relocations can be accomplished with the least impact on the other. Pierce County's decision shall be final in such matters but shall not be unreasonable.
- Relocation of Grantee's facilities shall be completed in a timely manner 7. defined as follows:

Relocation of Grantee's facilities shall normally be accomplished in advance of County projects. In the event relocation of Grantee's facilities shall be done concurrently with such projects, Pierce County shall be so notified and agree to a written schedule for relocation. Compliance with such a written schedule shall be Grantee's duty. In no event shall relocation of Grantee's facilities interfere with the prosecution of County projects.

- If Grantee should not relocate its facilities in a timely manner as required 8. above, Pierce County may relocate, or cause to be relocated, such facilities of Grantee as Pierce County deem necessary, and in the manner Pierce County deems necessary, in its sole discretion. Grantee hereby indemnifies and holds Pierce County, its employees, officers, officials, and agents totally free and harmless from all and any liability that may arise from damages caused by the relocation by Pierce County of the facilities of Grantee, even if such damages and liability arise from the negligence of Pierce County, its employees, officers, officials, and agents.
- Grantee hereby indemnifies and hold harmless Pierce County, its 9. officers, officials, and employees, from damages that may arise from Grantee's failure to relocate its facilities in accordance with the dates for completion of relocation of facilities set forth above, or any other act or omission by Grantee, its contractor(s), agents, officers, or employees related to the provisions of this Franchise.
- It shall be conclusively presumed that Pierce County will have suffered 10. damages as a result of exercising its rights as set forth in Item 8 above, and compensation for such damages will be difficult to ascertain, and, therefore, Grantee shall compensate Pierce County for such damages in the amount of twice the amount of the cost of such relocation of Grantee's facilities by Pierce County.

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- The exercise of its rights, as set forth in Item 8 above, by Pierce County 11. in no way relieves Grantee of completing and/or finalizing the relocation of its facilities at no expense to Pierce County if the relocation work done by Pierce County is incomplete.
- In the event a lawsuit is brought by Pierce County against Grantee to 12 collect damages presumed under Item 10 above, for the exercise by Pierce County of its rights under Item 8 above, Grantee hereby agrees the only issue will be the actual cost to Pierce County for relocating Grantee's facilities. The party prevailing in such an action shall be allowed its legal fees and costs.

The Grantee shall not sell, transfer, or assign this Franchise without first notifying the Council of Pierce County. The terms and conditions set forth herein shall be binding on the Grantee's successors and assigns unless amended by the Council of Pierce County.

IX

This Franchise is granted upon the further express condition that it shall not be an exclusive Franchise and shall not, in any manner, prohibit the County of Pierce from granting any other Franchise in, along, and under any of the said County roads of any kind and character or territories that may be deemed proper by the Pierce County Council, and this Franchise shall not in any way prevent the County of Pierce from using the County roads and highways, or affect the jurisdiction over them and every part of them by the County of Pierce with full power to make the necessary repairs, changes and alterations in the same and like manner as though this Franchise had never been granted.

Pierce County reserves for itself the right to so change, amend, modify, or amplify this Franchise to conform to any state statute, order of the Washington Utilities and Transportation Commission or County regulation, ordinance, or right-of-way regulation, as may hereafter be enacted, adopted, or promulgated. And this Franchise may be terminated at any time upon 90 days written notice to the Grantee if the Grantee fails to comply with the terms and conditions of this Franchise, or if the Grantee fails to comply with such changes, amendments, modifications or amplifications and upon termination Pierce County shall have a lien upon all equipment and materials erected or placed under this Franchise, which lien may be enforced to reimburse Pierce County for any reasonable expenses and payments incurred in terminating this Franchise and to cure defaults by the Grantee.

Grantee agrees to and shall provide publicly available financial information to the County upon reasonable request. Grantee agrees to and shall during regular business hours and at its office located in Pierce County, Washington, allow agents of Pierce County access for inspection and reproduction of all of Grantee's publicly available business records and financial statements to determine the financial capability of the Grantee to adequately install and maintain facilities in the right-of-way.

X

In the event that the territory covered by this Franchise, or any portion thereof, shall at any time during the Franchise period be included within the limits of any incorporated city or town, the authorities of said city or town shall have the right, to be exercised at their discretion, to acquire by purchase or condemnation, any part of such pipes, conduits and sanitary sewer systems existing within the corporate limits of said city or town, other than transmission lines, at a price to be based upon the reasonable value of the same at the time, without any additional value for the Franchise or any unexpired period thereof, and upon such acquirement, this grant and Franchise of those public roads and limits of said incorporated city or town shall immediately terminate.

XΙ

Grantee acknowledges that Pierce County Charter Section 9.20 Franchises provides in part: "All Franchises shall be subject to the right of the County, or the people acting for themselves through referendum, to repeal for cause, amend, or modify the Franchise in the interest of the public" and agrees to said condition.

XII

Any failure to render adequate service to the patrons of said sanitary sewer system, or the discontinuance of such sanitary sewer services without fault on the part of the patron or patrons involved, for a period of 30 days, shall work a forfeiture of this Franchise, at the discretion of the Pierce County Council unless the failure should result from causes beyond human control.

XIII

Venue and jurisdiction for any controversy arising from this Franchise shall be in Pierce County, Washington.

XIV

The full acceptance of this Franchise and all its terms and conditions within 60 , 2024, by the City of Orting, a Municipal Corporation of days from Une 7 Pierce County, in writing, is to be filed with the Clerk of the Pierce County Council and shall be a condition precedent to its taking effect, and unless the Franchise is accepted within such time, this franchise shall be null and void.

1	Pursuant to RCW 36.55.080, a copy of this Franchise shall be recorded in the
2	Office of the Pierce County Auditor
3 4 5 6 7 8 9 10	DATED at Tacoma, Washington, this day of, 2024. Bruce F. Dammeier Pierce County Executive
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13	The City of Orting, a Municipal Corporation of Pierce County, accepts and agrees to comply with all terms and conditions of this Franchise.
15	agreed to semply many and agree
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17	
18	Name
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22	Title
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25	City of Orting
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29	Data
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