

Councilmembers

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



Orting City Council

Regular Business Meeting Agenda
Orting Multi-Purpose Center
202 Washington Ave. S,
Orting, WA
January 29, 2020
7 p.m.

Mayor Joshua Penner, Chair

1. **CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.
REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**
2. **PUBLIC COMMENTS:** *Persons wishing to address the City Council regarding items that are not on the agenda are encouraged to do so at this time. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.*

3. **EMPLOYEE RECOGNITION-** Public Works- Ed Huffman

Request For Any Consent Agenda Items To Be Pulled For Discussion

4. **CONSENT AGENDA**

- A. Regular Meeting Minutes of December 11th, 2019.
- B. Regular Meeting Minutes of January 8th, 2020.
- C. Payroll and Claims Warrants Period 13.
- D. Payroll and Claims Warrants –January- 2nd Council Meeting.
- E. AB20-05-To authorize the Mayor to enter in to an Inter local Agreement with “SCORE” as presented.
- F. AB20-06- To authorize the Mayor to enter in to a contract with SS911 for Support Services, as presented.

Motion: *To approve Consent Agenda as prepared*

Motion: *To approve Consent Agenda with the exception of agenda item(s) #_____.*

5. **OLD BUSINESS**

- A. **AB20-10** – Department of Commerce Grant- Resolution No. 2020-01, A Resolution Of The City Of Orting, Washington, To Pursue Grant E2SHB 1923
↓ *Mark Bethune/Emily Adams*

6. **NEW BUSINESS**

- A. **AB20-11-** Resolution Declaring The Opposition Of The City To The Puget Sound Clean Air Agency (PSCAA) Draft Rule Establishing Carbon Fuel Standards.
↓ *Mayor Penner/CM Belot*

Motion: *To Adopt Resolution No. 2020-02, Declaring The Opposition Of The City To The Puget Sound Clean Air Agency (PSCAA) Draft Rule Establishing Carbon Fuel Standards.*

- B. **AB20-12** – Ordinance No. 2020-1058, An Ordinance Of The City Of Orting, Washington, Relating To Annual Vehicle License Fee; Setting The Annual Vehicle Fee At \$0 (Zero Dollars); Providing For Severability; And Establishing An Effective Date.
↓ *Mayor Penner*

C. **AB20-13**-Purchase of Real Property.

 **Scott Larson**

Motion: To Approve Resolution No. 2020-03, A Resolution Of The City Of Orting, Washington, Authorizing A Purchase And Sale Agreement For Real Property Identified As Pierce County Tax Parcel No. 683000-0030 In The Amount Of \$300,000; and Authorizing The Mayor or his designee, To Execute A Purchase And Sale Agreement And Related Documents In A Form Approved By the City Attorney; necessary to effectuate the purchase.

7. EXECUTIVE SESSION

8. ADJOURNMENT- Motion: Move to Adjourn.



CERTIFICATE OF APPRECIATION

THE MAYOR AND THE PUBLIC WORKS DIRECTOR OF THE CITY OF ORTING WISH TO RECOGNIZE

ED HUFFMAN

The Following Statements Were made by the Public Works Director:

Ed has worked for the City since May of 2004. During his time with the City, Ed has taken on numerous roles, starting out as a maintenance worker and eventually working at the Wastewater Treatment Plant.

Ed has really done a great job learning the ins and outs of the treatment plant. Ed is always looking out for his peers and currently serves as the union shop steward. Ed has been mentoring one of the employees that is interested in working as a wastewater plant operator, he enjoys sharing his knowledge and thoughts.

Ed has also developed a great working relationship with other agencies such as Labor and Industries and the Department of Ecology.

Ed has excellent customer service skills, always polite and quick to smile. Ed's the type of individual that will go above and beyond to help out the customer. Although Ed works at the plant he's quick to help out his peers in other areas; be it side sewer repair, or fixing a water leak. I've seen Ed in action, he works hard and takes pride in his work. He also has excellent concrete finishing skills which has helped the City on many occasions.

Ed looks for ways to make things easier and more efficient. When we were expecting power outages due to heavy snow, Ed recommended we set up a tow behind generator at a sewer pump station so if the power went out it'd be there ready to fire up. This saved someone the time of hooking it up and driving through the snow to get to the pump station. Ed is quick to give his input which I do appreciate.

Thank You Ed for Your Dedication to Making Orting a Great Place to Live, Work, Play, & Do Business!

HONORED AT THE CITY COUNCIL MEETING ON JANUARY 29TH, 2020.

Joshua Penner, Mayor

Greg Reed, Public Works Director

Councilmembers

- Position No.
- 1. Tod Gunther
- 2. John Kelly
- 3. Michelle Gehring
- 4. John Williams
- 5. Nicola McDonald
- 6. Greg Hogan
- 7. Scott Drennen



Mayor Joshua Penner, Chair

Orting City Council

Regular Business Meeting Minutes
 Orting Multi-Purpose Center
 202 Washington Ave. S, Orting, WA
 December 11th, 2019, 7pm

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

Mayor Penner called the meeting to order at 7:00pm. Deputy Mayor Hogan led the pledge of allegiance.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Michelle Gehring, John Williams, Nicola McDonald, and Scott Drennen.

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, Charlotte Archer, City Attorney, JC Hungerford, Engineer.

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

Administrator Bethune requested to add item #7F AB19-91 Lease Agreement-Pierce County Library System.

City Clerk asked to add #7G AB19-92- Selection of Candidate to fill an upcoming unexpired term of office for Council position #3. Council Vacancy Process

Deputy Mayor Hogan made a motion to add item #7F & #7G to the Agenda. Second by Councilmember Kelly. Motion passed (7-0).

2. PUBLIC COMMENTS

None

3. EMPLOYEE RECOGNITION

The following employees were presented certificates of appreciation by Mayor Penner and the manager who made the recommendation.

- Geoffrey Boone- Police Department-Police Chief Chris Gard
- Jennifer Corona- Administration-Treasurer Scott Larson

4. PROCLAMATIONS

A. Wreaths Across America

The Mayor prepared a proclamation for Wreaths across America. A representative was not in attendance to accept the proclamation.

5. HEARING

A. AB19-80- Ordinance No. 2019-1054- An Ordinance Of The City Of Orting, Washington, Relating To Qualifications for Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And the Mayor.

Mayor Penner opened the hearing at 7:09pm. The Mayor announced the title and read the rules for the public hearing. The proposed ordinance would establish term limits for City Council Members and the Mayor.

Councilmember McDonald briefed the Council on the proposed ordinance. The CGA Committee recommended the enactment of term limits because they felt it would ensure that citizens have greater opportunity to serve on the City Council, bring new ideas and perspectives to the City, and ensure more equal opportunity of representation for all residents of the City of Orting.

Public Comments

None

Council Comments or Questions

Councilmember Drennen went on the record to state that he did not support the proposed ordinance. He stated that only four people have served beyond two terms in the long history of the City. He would prefer to have a hearing or go out to a vote of the people.

Mayor Penner closed the hearing at 7:12pm.

Councilmember Gunther made a motion To Move Ordinance No. 2019-1054 To the January 08, 2020 Council Meeting. Second by Councilmember Drennen. Motion passed (4-3).

Requests for Consent Agenda Items to Be Pulled For Discussion

None.

6. CONSENT AGENDA

- A. Regular Meeting Minutes of November 13th, 2019.
- B. Study Session Minutes of November 20th, 2019.
- C. Special Meeting Minutes of November 25th, 2019.
- D. Payroll and Claims Warrants.
- E. **AB19-58-** To approve Resolution No's 2019-18-Orting Chamber of Commerce, 2019-19-Orting Valley Farmers Market, 2019-20-Orting Food Bank, 2019-21-Opportunity Center, 2019-22- Recovery Café, 2019-23-Senior Center, as prepared for a total of \$40,000.
 1. **Chamber of Commerce/Orting Community Float, Resolution No. 2019-18,**
A Resolution of the City Of Orting, Washington, Declaring a Public Purpose and Authorizing a City Grant of Funds for Orting Chamber of Commerce In The Amount Of \$1,500.
 2. **Farmers Market-Resolution No. 2019-19,** *A Resolution of the City of Orting, Washington, Declaring a Public Purpose and Authorizing City Grant of Funds to the Orting Valley Farmer's Market in the Amount Of \$3,000.*
 3. **Food Bank-Resolution No. 2019-20,** *a Resolution of the City Of Orting, Washington, Declaring a Public Purpose and Authorizing A City Grant To Orting Food Bank In The Amount Of \$3,000.*
 4. **Opportunity Center, DBA The Haven-Resolution No. 2019-21,** *A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing A City Grant Of Funds For Opportunity Center Of Orting In The Amount Of \$7,500.*
 5. **Orting Valley Recovery Café, Resolution No. 2019-22,** *A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing City Grant Funds To Orting Valley, Recovery Café In The Amount Of \$10,000.*
 6. **Orting Senior Center, Resolution No. 2019-23,** *A Resolution Of The City Of Orting, Washington, Declaring A Public Purpose And Authorizing A City Grant For Orting Senior Center Organization In The Amount Of \$15,000.*

Deputy Mayor Hogan made a motion to approve Consent Agenda as prepared. Second by Councilmember Gehring. Motion passed (7-0).

7. NEW BUSINESS

A. AB19-81- Council Committee Selection for 2020.

Deputy Mayor Hogan briefed. Deputy Mayor Hogan, The Mayor, and Councilmember Gunther, met on November 28th, to discuss committee assignments. Their recommendations for the Council Committee assignments were as follows:

CGA- CM Gunther and CM Williams.

Public Works- CM Drennen and CM Bradshaw.

Public Safety- CM Kelly and CM who fills vacant position.

Deputy Mayor Hogan made a motion to approve the following Council Committee assignments:

CGA – CM Gunther and CM Williams.

Public Works, CM Drennen and CM Bradshaw.

Public Safety, CM Kelly and CM Vacant.

Second by Councilmember Gunther. Motion passed (7-0).

B. AB19-87- Bids-Generator Purchase & Installation/New Municipal Center.

Administrator Bethune briefed and stated that the new City facilities will need a generator for times of power outage. The City received 3 bids, one did not meet bid requirements and was therefore non-responsive. The winner of the bid was Energy Systems, the lower priced responsible bidder of the final two. There was debate about the Generac generator. JC Hungerford briefed on the process that was followed and the specifications.

Councilmember McDonald made a motion to approve Energy Systems as the responsible low bidder and authorize the Mayor to sign a purchase agreement with them for \$49,803.64 to purchase and install a “Generac” Generator for the New Municipal Center. Second by Councilmember Gehring. Motion failed (3-4).

Councilmember Drennen made a motion to reject all bidders and restart the RFP process. Second by Councilmember Williams. Motion failed (3-4)

Action taken: To provide Councilmember Williams more information by providing the specification sheet for the generator, and move this to the January 08, 2020 Council Meeting. This will allow Council more time to review the specifications. There was discussion about the effects of rejecting the bids and the timeline that the contractor has laid out. Councilmember McDonald stated that staff has been thorough and has always done a great job preparing professional recommendations. The City is required to accept the lowest bidder or reject all bidders.

C. AB19-88- Ordinance No. 2019-1056, An Ordinance Of The City Of Orting, Washington, Amending Ordinance No. 2018-1037, Adopting The City Of Orting 2019 Budget; And Ordinance No. 2019-1048 And Ordinance No. 2019-1050 Amending The 2019 Budget Providing For Appropriation And Expenditure Of Funds Received In Excess Of Estimated Revenues; Adopting Various Transfers.

Scott Larson briefed on the revised estimated revenue and expenditure totals for funds listed in Exhibit A of the proposed ordinance. Exhibit B provided an explanation of amendments to the 2019 budget.

Deputy Mayor Hogan made a motion to adopt An Ordinance Of The City Of Orting, Washington, Amending Ordinance No. 2018-1037, Adopting The City Of Orting 2019 Budget; And Ordinance No. 2019-1048 And Ordinance No. 2019-1050 Amending The 2019 Budget Providing For Appropriation

And Expenditure Of Funds Received In Excess Of Estimated Revenues; Adopting Various Transfers; Providing For Severability; And Establishing An Effective Date. Second by Councilmember Gehring. Motion passed (7-0).

D. AB19-89- Resolution No. 2019-33, a Resolution of the City Of Orting, Washington, Authorizing the Designation of Signatories Pursuant To OMC 1-7-3©. Scott Larson briefed. Due to staffing turnover the City needs to update signers on its bank accounts. The bank requires that signers not enumerated within the city code be approved by the Council.

Councilmember McDonald made a motion to Approve Resolution No. 2019-33, A Resolution Of The City Of Orting, Washington, Authorizing The Designation Of Signatories Pursuant To OMC 1-7-3©. Second by Councilmember Drennen. Motion passed (7-0).

E. AB19-90- Orting Municipal Code Updates for Compliance with Phase II NPDES Permit-Ordinance No. 2019-1057, An Ordinance Of The City Of Orting, Washington, Relating To Low Impact Development Requirements; Amending Orting Municipal Code Sections 5-1-2, 5-10-2, 6-1b-4, 7-5-13, 7-6-2, 8-2-4, 8-4-2, 8-5-15, 9-5a-4, 9-5a-7, 9-5a-9, 9-5a-12, 9-5a-13, 9-5a-16, 10-16-2, 10-16-4, 11-1-2, 11-4-2, 12-2-10, 12-10-3, 13-2-4, 13-3-2, 13-5-2, 13-5-9, 13-6-2, 13-6-3, 13-6-4, 13-6-7, 14-1-5, 14-1-9, And 15-15-2. City Engineer, JC Hungerford briefed. As a Phase II community Orting is required to review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require low impact development (LID) principles and LID Best Management Practices (BMPs) to be in compliance with the NPDES permit. This is a first read and will also go the Planning Commission and Department of Commerce and SEPA review. This will come back to the January 08, 2020 Council Meeting. The SEPA and Department of Commerce review are running concurrently with the Council review process. **First read only**

F. AB19-91- Lease Agreement-Pierce County Library System Administrator Bethune briefed. The City has been negotiating a lease of the library for the last 6 months. The lease gives the city about \$2500 a month of income and reduces the maintenance expense by about \$500 a month. The lease gives the library more priority and frequent use of the MPC. Mayor Penner stated that this has been discussed for over a year now.

Councilmember McDonald made a motion to approve a lease with the Pierce County Libraries for use of the current library section, common areas, and MPC as listed. Second by Councilmember Gehring. Motion passed (7-0).

G. AB19-92- Selection of Candidate to fill an upcoming unexpired term of office for Council position #3. Deputy Mayor Hogan stated that he would like to use the same process that was used the last time they had a council appointment. The process is laid out in Council rules of procedure.

Councilmember Drennen made a motion to accept Councilmember Gehring's resignation with regret. Second by Councilmember Gehring. Motion passed 7-0.

The Council by consensus agreed to move forward with the recruitment process and allow the City Clerk to advertise and close the recruitment on December 30th. Potential questions were provided the Council and they were asked to contact the Clerk if they wanted to add a question that was not on the list.

8. EXECUTIVE SESSION

The Mayor announced that there would be three (3) topics for executive session. RCW 42.30.110. (1) (b)- Acquisition of Real Estate, and RCW 42.30. 110.1 (i) (3) Potential Litigation or Legal Risk to agency, Action likely to follow, 15 minutes.

Mayor Penner recessed the meeting at 8:07pm for a 5 minute break to be followed by the executive session.

The Executive Session started at 8:12pm for 15 minutes.

8:12pm- Recessed to executive session.

8:27pm- Extended for an additional 2 minutes.

8:29pm- Session over.

Mayor Penner called the meeting back to order at 8:29pm.

9. ADJOURNMENT

Councilmember McDonald made a motion to Adjourn. Second by Councilmember Gehring. Motion passed (7-0).

Mayor Penner adjourned the meeting at 8:30pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

Councilmembers

Position No.

1. Tod Gunther
2. John Kelly
3. Vacant
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Regular Business Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
January 8th, 2020
7 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 Gunther led the pledge of allegiance.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, John Williams, Gregg Bradshaw, and Scott Drennen.

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, Charlotte Archer, City Attorney, JC Hungerford, Engineer.

2. SWEARING IN OF ELECTED COUNCILMEMBERS.

Position #4- John Williams

Mayor Penner swore in John Williams.

Position #5- Gregg Bradshaw

Mayor Penner swore in Gregg Bradshaw.

3. AB19-92- Interviews for Council Position #3.

Deputy Mayor Hogan led the Council thru the process to select a new Councilmember. He briefed on the steps in the process. Four applicants applied. Applicants were Tony Belot, Richard Mordini, Lonny Meadows, and Stanley Holland.

A. Interviews- (Conducted by the Deputy Mayor)

Order of interview will be drawn at the meeting.

1. Tony Belot
2. Richard Mordini
3. Stanley Holland

Mr. Meadows did not show up for the interview.

All the candidates were asked the same six questions.

At the end of the interviews the process called for Council to convene to executive session.

B. Executive Session- (Mayor Will Recess To Executive Session) –

Deputy Mayor Hogan announced that they would convene to executive session To Evaluate The Qualifications of a Candidate For Appointment To Elective Office As Authorized By RCW 42.30.110(H). He anticipated that Council would be out for 15 minutes, with action to follow

Deputy Mayor Hogan recessed to Executive Session at 7:44pm.

7:59pm- Extended for an additional 5 minutes.

8:04pm- Extended for an additional 1 minute.

8:04pm– Session over.

C. Reconvene the Council Meeting. (Mayor)

Mayor Penner called the meeting back to order at 8:04pm.

D. Mayor to Entertain any Motions for Appointment of Councilmember.

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

Councilmember Gunther made a motion to Appoint Richard Mordini To Council Position #3. Second by Councilmember Williams.

Councilmember Drennen made a motion to amend the motion to appoint Councilmember Belot. Second by Councilmember Kelly. The motion to amend the main motion passed (4-2) Nay votes were made by Councilmembers Gunther and Williams.

The motion to appoint Tony Belot to Council Position #3 passed (4-2). The Nay votes were made by Councilmembers Gunther and Williams.

E. New Councilmember Sworn in by the Mayor.

Mayor Penner swore in Councilmember Belot and he took a seat at the podium for the remainder of the meeting.

4. PUBLIC HEARING

A. AB19-90- Orting Municipal Code Updates for Compliance with Phase II NPDES Permit- Ordinance No. 2019-1057, An Ordinance Of The City Of Orting, Washington, Relating To Low Impact Development Requirements; Amending Orting Municipal Code Sections 5-1-2, 5-10-2, 6-1b-4, 7-5-13, 7-6-2, 8-2-4, 8-4-2, 8-5-15, 9-5a-4, 9-5a-7, 9-5a-9, 9-5a-12, 9-5a-13, 9-5a-16, 10-16-2, 10-16-4, 11-1-2, 11-4-2, 12-2-10, 12-10-3, 13-2-4, 13-3-2, 13-5-2, 13-5-9, 13-6-2, 13-6-3, 13-6-4, 13-6-7, 14-1-5, 14-1-9, And 15-15-2.

Mayor Penner opened the hearing at 8:13pm. The Mayor announced the title and read the rules for the public hearing. JC Hungerford briefed on the proposed ordinance. As a Phase II community under the Western Washington Municipal Stormwater Permit issued by the Washington Department of Ecology, Orting is required to review, revise and make effective local development-related codes, rules, standards, or other enforceable documents to incorporate and require low impact development (LID) principles and LID Best Management Practices (BMPs) to be in compliance with the NPDES permit. The SEPA and Department of Commerce review are running concurrently with the Council review process. The Master Builders Association had asked why Orting did not adopt Pierce County's Code. JC explained that the City has their own manual and prefer to adopt based on that.

Public Comments

None.

Council questions and Comments

Councilmember Drennen agreed that Orting code was preferable to Pierce County's as it is more specific to Orting.

Mayor Penner closed the hearing at 8:17pm.

Deputy Mayor Hogan made a motion to Approve Ordinance No. 2019-1057, An Ordinance Of The City Of Orting, Washington, Relating To Low Impact Development Requirements; Amending Orting Municipal Code Sections 5-1-2, 5-10-2, 6-1B-4, 7-5-13, 7-6-2, 8-2-4, 8-4-2, 8-5-15, 9-5A-4, 9-5A-7, 9-5A-9, 9-5A-12, 9-5A-13, 9-5A-16, 10-16-2, 10-16-4, 11-1-2, 11-4-2, 12-2-10, 12-10-3, 13-2-4, 13-3-2, 13-5-2, 13-5-9, 13-6-2, 13-6-3, 13-6-4, 13-6-7, 14-1-5, 14-1-9, And 15-15-2; Providing For Severability; And Establishing An Effective Date. Second by Councilmember Williams. Motion passed (7-0).

5. PRESENTATION

A. AB20-01- D.M. Disposal Company- Proposed Rate Increase.

Mark Bethune briefed. DM Disposal Company; was notified that on March 1st 2020 the landfill rate in Pierce County will increase from \$164.34 per ton to \$167.38 per ton. The Full Pierce County Council reviewed the rates and approved the increase. Section 8,2,1 of the Franchise agreement between the City of Orting and DM Disposal, effective April 1st 2010, provides for an annual CPI adjustment equal to 80% of the change in the 1st half semi-annual Percentage change in the CPI for all Urban Consumers, U.S. Department of Labor, Seattle-Tacoma-Bellevue area for the year preceding the rate adjustment. Eight percent of the CPI change for this period

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

is 1.89%. D.M. Disposal Company must notify the city 60 days before the increase which is effective March 1, 2020. D.M. Disposal Company must notify their customers 45 days before the increase as well. The increase will go into effect March 1, 2020.

Council discussion followed.

Councilmember Drennen made a motion to Approve D.M. Disposal Company Proposed Rate Increase Effective March 1, 2020 as presented. Second by Councilmember Kelly. Motion passed (6-1). The Nay vote was made by Councilmember Gunther.

6. PUBLIC COMMENTS

Pierce County Councilman, Dave Morrell was present and introduced himself to the new members of the City Council. He asked the Council to draft a letter in opposition to the proposed carbon tax by the Puget Sound Air quality control board. He stated that it will cost \$10,000 jobs if it passes. There was also some brief discussion on the issue of homelessness.

7. CONSENT AGENDA

- Payroll and Claims Warrants

Deputy Mayor Hogan made a motion to Approve Consent Agenda as Prepared. Second by Councilmember Belot. Motion passed (7-0).

8. OLD BUSINESS

A. AB19-80- Ordinance No. 2019-1054- An Ordinance Of The City Of Orting, Washington, Relating To Qualifications for Elected Officials; Adopting New OMC 1-6-4 And 1-6-5, Establishing Term Limits For City Council Members And the Mayor.

Councilmember Gunther briefed that this came from the previous CGA Committee. He asked that the item be pulled from the agenda and go back to Committee.

Councilmember Gunther made a motion to move this to the February Study session. Second by Councilmember Williams. Councilmember Drennen made a motion to modify the main motion to send it back to Committee. Second by Councilmember Gunther. Motion passed (6-1) The Nay vote was made by Councilmember Kelly.

B. AB19-87- Bids-Generator Purchase & Installation/New Municipal Center.
CM Drennen/CM Gunther

Councilmember Drennen briefed that Energy Systems was the lowest responsible bidder. The City received 3 bids, one did not meet bid requirements and was therefore non-responsive. Councilmember Williams stated that none of the bidders met the spec for noise level. The bid process was discussed.

Councilmember Drennen made a motion to suspend their rules and add an Executive session to the agenda. Second by Councilmember Gunther. Motion passed (7-0)

Mayor Penner announced that there would be an executive session per RCW 42.30.110 (1) (i) (3) to discuss legal risks, for 5 minutes, action is anticipated when they return to open session.

Mayor Penner recessed to executive session at 8:52pm
Mayor Penner returned to open session at 8:57pm.

Councilmember Drennen made a motion to reject all the bids to purchase and install a Generator for the New Municipal Center. Second by Councilmember Gunther. Motion passed (5-2). The nay votes were made by Councilmember Kelly and Deputy Mayor Hogan.

C. AB20-04-Information-Tree Removal in Multiple Areas of the City.

Councilmember Drennen stated that he took issue with staff removing trees and felt that the tree cutting was rushed through and could have waited. He wanted to be sure the City was following a defined process. The Mayor informed Council that staff did not remove the trees. The City's Arborist checked the trees and found that the maple tree in the Park was a hazard and could topple in a wind storm. Due to this risk the Mayor authorized the tree in the Park to be cut down. Staff had spoken to Council previously at 2 separate meetings about the trees and the intention to remove them at a future date. The Mayor had previously posted a video of the rotten tree at the main City Park on the City website so that citizens would see why it had to come down. The Council was shown that same video. Many of the maple's branches were hollow as well as the trunk. The trees were removed by Joaquins Tree Expert Company. When they cut the maple trees base; water came pouring out of the hollowed cavity of the tree. All and all there were 18 trees removed.

The Public works committee will work with staff on a defined policy.

9. NEW BUSINESS

A. AB20-02- Contract Renewal- Matthew Rusnak, Public Defender.

Treasurer Larson briefed that it is time to renew our current contract for our Public Defender, Mathew Rusnak. The City negotiated new rates for the new contract for the Public Defender. Exhibit A of the contract listed the scope and laid out the fees.

Deputy Mayor Hogan made a motion to authorize the Mayor to Renew the Contract with Mathew Rusnak as Presented. Second by Councilmember Kelly. Motion passed (7-0).

B. AB20-03- Park Board Appointments.

Mayor Penner briefed. The Parks Advisory Board promotes citizen participation and provides the City Council with citizen guidance on community views regarding policies relating to parks, playgrounds or other recreational facilities within the City. Mike Dannat and Kim Wainscott are seeking re-appointments to the Parks Advisory Board as their terms Expired December 31, 2019. The Mayor desires to have Council confirm his appointment of Mike Dannatt and Kim Wainscott.

Councilmember Kelly made a motion to confirm the Mayor's appointment of Kim Wainscott and Mike Dannat to the Park Advisory Board. Second by Councilmember Drennen. Motion passed (7-0).

10. EXECUTIVE SESSION

Mayor Penner recessed the meeting at 9:30pm for an executive session per RCW 42.30.110 (b) to consider acquisition of real estate. They will be out for 5 minutes, no action anticipated upon return to open session. The Executive Session started at 9:30pm. 9:35pm– Session over.

Mayor Penner called the meeting back to order at 9:35pm.

11. ADJOURNMENT

Councilmember Belot made a motion to Adjourn. Second by Councilmember Kelly. Motion passed (7-0).

Mayor Penner adjourned the meeting at 9:35pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR JANUARY 29, 2020 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

PERIOD 13

CLAIMS WARRANTS #48128 THRU #48187
IN THE AMOUNT OF \$ 315,315.10
EFT \$ 203,709.40

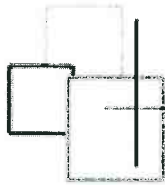
PAYROLL WARRANTS # 23605 THRU #23611 = \$ 4830.29
EFT \$ 228,110.79
IN THE AMOUNT OF \$ 232,941.28
Carry Over \$ 37,535.19

ARE APPROVED FOR PAYMENT ON JANUARY 29, 2020

COUNCILPERSON _____

COUNCILPERSON _____

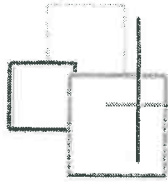
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2019 - DECEMBER 2019 - Period 13

Fund Number	Description	Amount
001	Current Expense	\$82,257.24
101	City Streets	\$19,159.99
104	Cemetery	\$33.11
105	Parks Department	\$6,712.32
303	Emergency Evacuation Bridge Fund	\$70,812.50
304	City Hall Construction	\$242,109.61
401	Water	\$28,856.52
408	Wastewater	\$35,020.01
410	Stormwater	\$34,063.20
	Count: 9	\$519,024.50

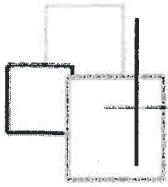


Register

Fiscal: 2019
 Deposit Period: 2019 - DECEMBER 2019
 Check Period: 2019 - DECEMBER 2019 - Period 13

Number	Name	Print Date	Clearing Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-Keybank MasterCard-DEC 2019</u>	Keybank-MasterCard	1/10/2020	1/13/2020	\$4,305.02
<u>EFT-Pease-Pay Request 4-New City Hall</u>	Pease Construction INC	1/10/2020	1/13/2020	\$199,404.38
		Total	Check	\$203,709.40
		Total	0032707010	\$203,709.40
Key Bank	2000073			
Check				
<u>48128</u>	AHBL, INC	1/8/2020	1/13/2020	\$11,248.01
<u>48129</u>	Arrow Lumber	1/8/2020	1/17/2020	\$522.15
<u>48130</u>	Brisco Inc.	1/8/2020	1/22/2020	\$513.58
<u>48131</u>	Brouillette, Ken	1/8/2020		\$180.00
<u>48132</u>	Centurylink	1/8/2020	1/15/2020	\$3,672.37
<u>48133</u>	CenturyLink/Qwest	1/8/2020	1/13/2020	\$274.99
<u>48134</u>	Comcast	1/8/2020	1/14/2020	\$1,004.96
<u>48135</u>	Consolidated Supply	1/8/2020	1/13/2020	\$5,270.31
<u>48136</u>	Corliss Resources, Inc	1/8/2020	1/13/2020	\$96.97
<u>48137</u>	Culligan Seattle WA	1/8/2020	1/17/2020	\$40.91
<u>48138</u>	Curry & Williams, P.I.I.c	1/8/2020	1/21/2020	\$2,017.08
<u>48139</u>	Drain-Pro INC	1/8/2020	1/14/2020	\$341.01
<u>48140</u>	Garcia, Sue E	1/8/2020	1/21/2020	\$375.00
<u>48141</u>	H D Fowler Company	1/8/2020	1/13/2020	\$356.91
<u>48142</u>	H2O Solutions, LLC	1/8/2020	1/15/2020	\$2,076.70
<u>48143</u>	Hernandez, Johnny	1/8/2020		\$482.08
<u>48144</u>	Konica Minolta Business-Usa Inc	1/8/2020	1/16/2020	\$297.77
<u>48145</u>	Lakeside Industries	1/8/2020	1/13/2020	\$439.09
<u>48146</u>	Law Offices of Matthew J Rusnak	1/8/2020	1/13/2020	\$1,833.33
<u>48147</u>	Lewis, Jennifer	1/8/2020	1/14/2020	\$1,008.00
<u>48148</u>	Mitel Leasing	1/8/2020	1/14/2020	\$251.16
<u>48149</u>	Nale, Justin	1/8/2020	1/16/2020	\$85.29
<u>48150</u>	O'Reilly Auto Parts	1/8/2020	1/16/2020	\$92.93
<u>48151</u>	Pcrd (landfill)	1/8/2020	1/16/2020	\$1,727.02
<u>48152</u>	Platt	1/8/2020	1/13/2020	\$85.11
<u>48153</u>	Popular Networks, Lic	1/8/2020	1/13/2020	\$4,835.43
<u>48154</u>	PRO-VAC	1/8/2020	1/14/2020	\$1,431.34
<u>48155</u>	Public Safety Testing	1/8/2020	1/13/2020	\$134.00
<u>48156</u>	Puget Sound Energy	1/8/2020	1/14/2020	\$2,509.89
<u>48157</u>	Schwab, Erica	1/8/2020	1/16/2020	\$300.00

Number	Name	Print Date	Clearing Date	Amount
48158	SHRED-IT USA	1/8/2020	1/15/2020	\$189.57
48159	UniFirst Corporation	1/8/2020	1/15/2020	\$108.50
48160	US Bank Equipment Finance	1/8/2020	1/15/2020	\$327.83
48161	Verizon Wireless	1/8/2020	1/13/2020	\$2,429.04
48162	Vision Forms LLC	1/8/2020	1/21/2020	\$1,924.17
48163	Wells Fargo Financial Leasing	1/8/2020	1/13/2020	\$92.91
48164	Big J'S Outdoor Store	1/20/2020		\$652.41
48165	Coast Controls & Automation INC	1/20/2020		\$865.50
48166	Corliss Resources, inc	1/20/2020		\$504.43
48167	Crystal & Sierra Springs	1/20/2020		\$209.31
48168	Drain-Pro INC	1/20/2020		\$280.89
48169	Durnford Construction INC	1/20/2020		\$3,277.83
48170	Holden Polygraph, LLC	1/20/2020		\$300.00
48171	Inslee, Best, Doezie & Ryder, P.S	1/20/2020		\$14,996.00
48172	Joaquin's Tree Expert CO	1/20/2020		\$17,045.75
48173	Korum Automotive Group	1/20/2020		\$533.36
48174	Orting School Dist #344	1/20/2020		\$1,927.50
48175	P.c. Budget & Finance	1/20/2020		\$7,715.18
48176	Parametrix	1/20/2020		\$170,921.45
48177	Puget Sound Energy	1/20/2020		\$42,705.23
48178	SHRED-IT USA	1/20/2020		\$198.02
48179	Spectral Laboratories	1/20/2020		\$336.00
48180	Sumner Lawn'n Saw	1/20/2020		\$46.92
48181	Tacoma News INC	1/20/2020		\$944.53
48182	The Law Office of Barbara A Bowden	1/20/2020	1/22/2020	\$750.00
48183	The Walls Law Firm	1/20/2020		\$1,875.00
48184	UniFirst Corporation	1/20/2020		\$375.10
48185	US BankNA Custody Treasury Div-Mony Cntr	1/20/2020		\$130.00
48186	Utilities Underground Location Center	1/20/2020		\$49.28
48187	Washington State Criminal Justice Training Comm	1/20/2020		\$100.00
		Total	Check	\$315,315.10
		Total	2000073	\$315,315.10
		Grand Total		\$519,024.50



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
AHBL, INC	48128	117005	001-558-60-41-02	Planning Consultant	\$567.50
		117006	001-558-60-41-02	Planning Consultant	\$6,653.66
		117009	001-558-60-41-02	Planning Consultant	\$110.00
		117010	001-558-60-41-02	Planning Consultant	\$352.50
		117012	001-558-60-41-02	Planning Consultant	\$2,941.85
		117013	001-558-60-41-02	Planning Consultant	\$622.50
		Total			
Arrow Lumber	48129	600186-DEC 19	101-542-30-31-00	Tarp	\$11.47
			105-576-80-31-00	Brush- To Clean the Welcome to Orting Sign	\$13.64
			105-576-80-31-00	Tape	\$26.21
			105-576-80-31-00	Supplies to Clean the Welcome to Orting Sign	\$70.19
			105-576-80-31-00	Supplies to Clean the Welcome to Orting Sign	\$154.98
			105-576-80-48-03	Hillman Fasteners- Ball Field	\$63.02
			105-594-76-64-10	Twist Ties	\$4.91
			105-594-76-64-10	Twist Ties	\$6.55
			105-594-76-64-10	Twist Ties	\$8.62
			105-594-76-64-10	Twist Ties	\$10.15
			105-594-76-64-10	Screw Drive- Christmas Lights	\$10.37
			105-594-76-64-10	3-Way Outlet Tap	\$16.37
			401-534-10-31-00	Keys	\$12.72
			401-534-50-48-02	Waterproof Spray	\$22.92
			401-534-50-48-02	Plywood-Well one	\$24.80
			408-535-10-31-00	Keys	\$12.72
			408-535-50-48-04	Cultivator-Bor Screen (Headworks)	\$26.21
408-535-50-48-04	Gloves-Strand Board-Bor Screen (Headworks)	\$26.30			
Total				\$522.15	
Big J'S Outdoor Store	48164	DEC2019-505	001-521-20-31-06	9MM Bullets	\$62.27
			401-534-10-31-04	Rain Pants- Bingham	\$68.85
			401-534-10-31-04	Rain Gear-Jones & Canonica	\$255.72
			408-535-10-31-05	Rain Gear-Dunn	\$265.57
Total				\$652.41	
Brisco Inc.	48130	DEC2019-501	001-524-20-32-01	Fuel Building	\$61.04
			410-531-38-32-01	Fuel Storm	\$51.00
			410-531-38-32-02	Fuel Storm	\$60.00

Vendor	Number	Invoice	Account Number	Notes	Amount	
Brisco Inc.	48130	DEC2019-501	410-531-38-32-02	Fuel Storm	\$60.91	
			410-531-38-32-02	Fuel Storm	\$135.10	
			410-531-38-32-02	Fuel Storm	\$145.53	
				Total	\$513.58	
Brouillette, Ken	48131	2019-10	001-524-20-49-00	Fire Alarm Review-Multi Care	\$180.00	
				Total	\$180.00	
Centurylink	48132	300549640-DEC19	408-535-10-42-01	Sewer Phones	\$86.64	
		300549818-DEC19	001-514-23-42-00	City Phones	\$516.13	
			001-524-20-42-00	City Phones	\$27.66	
			101-542-63-47-03	City Phones	\$61.63	
			401-534-10-42-01	City Phones	\$405.09	
			408-535-10-42-01	City Phones	\$403.15	
			410-531-38-42-01	City Phones	\$113.82	
		300549906-DEC19	401-534-50-47-07	Harman Springs	\$119.60	
		300550216-DEC19	408-535-10-42-01	Sewer Phones	\$449.12	
		300550553-DEC19	001-521-50-42-00	PD Phones	\$1,011.81	
		300550592-DEC19	001-512-50-42-00	Court Phones	\$335.94	
		409178327-DEC19	001-521-50-42-00	PD Repeater	\$141.78	
			Total	\$3,672.37		
CenturyLink/Qwest	48133	464B-DEC 2019	001-521-20-45-02	Cell Connection	\$116.86	
		465B-DEC 2019	001-521-20-45-02	Cell Connection	\$81.86	
		492B-DEC 2019	001-521-20-45-02	Cell Connection	\$76.27	
			Total	\$274.99		
Coast Controls & Automation INC	48165	00053228	408-535-50-48-02	Annual Flowmaster Calibrations	\$865.50	
				Total	\$865.50	
Comcast	48134	0221105-DEC 2019	001-514-23-42-00	City Hall Internet	\$125.62	
			001-524-20-31-00	City Hall Internet	\$125.62	
			401-534-10-42-01	City Hall Internet	\$125.62	
			408-535-10-42-01	City Hall Internet	\$125.62	
			Invoice - 1/6/2020 2:13:45 PM	001-512-50-42-00	PSB Internet	\$50.25
				001-521-50-42-00	PSB Internet	\$452.23
				Total	\$1,004.96	
Consolidated Supply	48135	S009580104.001	401-534-50-48-02	MT View Estates Water Leak	\$5,190.32	
		S009580411.001	401-534-50-35-00	Hydrant Wrench-Measuring Tape	\$79.99	
			Total	\$5,270.31		
Corliss Resources, Inc	48136	231268	101-542-30-48-02	Ammons Lane Pothole Repair	\$96.97	
		48166	232448	401-534-50-48-02	Ecology Block	\$45.91
		232491	101-542-30-48-02	Redimix-Mountian View Water Leak	\$229.26	
			401-534-50-48-02	Redimix-Mountian View Water Leak	\$229.26	
		Total	\$601.40			
Crystal & Sierra Springs	48167	29189795225720-WATER	401-534-10-31-00	Water for Public Works	\$129.77	

Vendor	Number	Invoice	Account Number	Notes	Amount
Crystal & Sierra Springs	48167	29189795225720-WATER	408-535-10-31-00	Water for Public Works	\$79.54
				Total	\$209.31
Culligan Seattle WA	48137	0525825	001-521-20-31-03	Water for PD	\$40.91
				Total	\$40.91
Curry & Williams, P.I.I.c	48138	Court Judge-Dec 2019	001-512-50-10-02	Court Judge-Dec 2019	\$2,017.08
				Total	\$2,017.08
Drain-Pro INC	48139	62694	408-535-60-48-04	Honey Bucket Service -Cemetery	\$85.24
		62695	408-535-60-48-04	Honey Bucket Service - Main Park	\$195.65
		63328	408-535-60-48-04	Honey Bucket Service -Skate Park	\$60.12
	48168	63622	408-535-60-48-04	Honey Bucket Services-Cemetery	\$85.24
		63623	408-535-60-48-04	Honey Bucket Service-Parks	\$195.65
				Total	\$621.90
Durnford Construction INC	48169	2011-Harman Way	401-534-50-48-02	Emergency Watermain Repair- 836 Harman Way South	\$3,277.83
				Total	\$3,277.83
Garcia, Sue E	48140	2821	001-512-50-49-05	Interpreter-Allemand	\$375.00
				Total	\$375.00
H D Fowler Company	48141	I5359997	401-534-50-48-02	Kit for IPS/C 900-PVC Pipe With Bolts	\$356.91
				Total	\$356.91
H2O Solutions, LLC	48142	20191223	401-534-50-48-02	Cleaning & Inspection of Harman Springs Reservoir	\$2,076.70
				Total	\$2,076.70
Hernandez, Johnny	48143	DEC2019-502	001-521-23-41-01	Property Evidence- 11/25/2019-12/20/2019	\$482.08
				Total	\$482.08
Holden Polygraph, LLC	48170	101-ROSE	001-521-20-41-00	Polygraph Test-Rose	\$300.00
				Total	\$300.00
Inslee, Best, Doezie & Ryder, P.S	48171	253774	001-515-41-41-01	City Attorney-Retainer	\$2,500.00
			001-515-41-41-02	Public Records Request	\$777.74

Vendor	Number	Invoice	Account Number	Notes	Amount			
Inslee, Best, Doezie & Ryder, P.S	48171	253774	001-515-41-41-02	City Attorney-Services	\$4,353.80			
			001-515-41-41-04	City Attorney-Chronic Nuisance	\$874.95			
			001-515-41-41-05	City Attorney-HR	\$437.48			
			001-515-41-41-06	City Attorney-Code Enforcement	\$72.90			
			101-542-30-41-05	City Attorney-Streets	\$680.52			
			401-534-10-41-04	City Attorney-Water	\$48.61			
			254106	001-515-41-41-01	City Attorney-Retainer	\$2,225.00		
				001-515-41-41-02	City Attorney-Public Records Request	\$825.00		
				001-515-41-41-04	City Attorney-Chronic Nuidance	\$925.00		
				001-515-41-41-05	City Attorney-HR	\$725.00		
				001-515-41-41-07	City Attorney-Development	\$100.00		
				101-542-30-41-05	City Attorney-Streets	\$450.00		
				Total				\$14,996.00
				Joaquin's Tree Expert CO	48172	PW-CO-07	105-576-80-40-01	Removal of Trees-Main Park-River & Calistoga
105-576-80-48-00	Removal of Trees-Main Park-River & Calistoga	\$2,727.32						
408-535-50-48-02	Removal of Trees-Main Park-River & Calistoga	\$3,579.61						
410-531-38-48-00	Removal of Trees-Main Park-River & Calistoga	\$7,329.67						
Total							\$17,045.75	
Keybank-MasterCard	EFT-Keybank MasterCard-DEC 2019	1731-Reed DEC2019	401-534-50-48-02	Rock	\$89.37			
			401-534-50-48-02	Rock	\$129.09			
		1823-Larson DEC2019	001-514-23-31-02	Lunch Meeting	\$44.83			
			401-534-10-31-00		\$11.21			
			408-535-10-31-00		\$11.20			
			410-531-38-31-00		\$7.47			
		2933-Penner DEC2019	001-511-60-31-01	Lunch Meeting	\$37.00			
			4050-PD #2 DEC2019	001-521-20-31-03	Toll Fees-Casscat	\$7.75		
		001-521-20-31-03		Sale Report Of Sale for #543236D	\$13.25			
		001-521-20-31-03		Sale Report Of Sale for #55519D	\$13.25			
		001-521-21-31-01		Mailing of Evidence	\$16.71			
		001-521-40-49-00		RAD Training	\$151.00			
		001-521-50-48-02		Car Wash	\$16.00			
		001-521-50-48-02		Car Wash	\$18.00			
		001-521-50-48-02		Car Wash	\$21.00			
		5423-Public Works-DEC2019	001-521-50-48-04	Shipping Fees-Send Back A Rifle	\$14.20			
			001-513-10-31-02	Employess Recognition	\$36.04			
001-513-10-31-02	Employess Recognition		\$209.85					

Vendor	Number	Invoice	Account Number	Notes	Amount			
Keybank- MasterCard	EFT-Keybank MasterCard- DEC 2019	5423-Public Works-DEC2019	401-534-10-31-00	Pens	\$43.58			
			401-534-10-31-00	Water for Mountain View Water Leak	\$162.31			
			401-534-50-35-00	Firehose-Hydrant Pin-Nozzle	\$260.28			
			401-534-90-49-00	Standard Operating Procedures Workshop	\$210.00			
			401-534-90-49-00	Training-Pumps	\$210.00			
			408-535-10-31-00	Chair	\$147.54			
			408-535-10-31-05	Earthquake Bag	\$189.91			
			408-535-90-49-00	Training-Pumps	\$210.00			
			410-531-38-31-00	Nale-DOT Physical	\$110.00			
			6182-Meek DEC2019	001-513-10-31-00	Refund on Scrolls	(\$39.34)		
				001-513-10-31-00	Refund on Scrolls	(\$28.56)		
				001-513-10-31-00	Scrolls	\$28.56		
				001-513-10-31-00	Scrolls	\$29.49		
				001-513-10-31-00	Scrolls	\$39.34		
				001-513-10-31-00	Supplies	\$41.43		
				001-513-10-31-02	Employess Recognition	\$10.98		
				001-513-10-31-02	Employess Recognition	\$13.98		
				001-513-10-31-02	Employess Recognition	\$37.68		
				001-524-20-31-00	Refund On Binder	(\$24.59)		
				001-524-20-31-00	Binder	\$13.89		
				001-524-20-31-00	Binder	\$14.08		
				001-524-20-31-00	Binder	\$24.59		
				001-571-20-31-01	Parks & Rec Flier	\$100.00		
				7599-PD-DEC2019	001-521-20-31-03	Amazon	\$14.20	
			001-521-21-31-01		Sealer & Cutter	\$1,625.27		
			7765-Montgomery-DEC2019	001-514-40-49-02	Drop Box	\$13.18		
					Total	\$4,305.02		
			Konica Minolta Business-Usa Inc	48144	263386697	001-521-10-40-06	Copier Lease PD	\$297.77
							Total	\$297.77
			Korum Automotive Group	48173	187238-DEC2019	001-521-50-48-02	Oil Change-4443	\$55.47
001-521-50-48-02	Repairs to 07 Tahoe-0423-Oil Change-EVAP Vent Solenoid	\$477.89						
Total	\$533.36							
Lakeside Industries	48145	110797	101-542-30-48-02	Street Asphalt	\$439.09			
				Total	\$439.09			
Law Offices of Matthew J Rusnak	48146	265-DEC2019	001-512-50-49-01	Court Appointed Attorney-DEC 2019	\$1,833.33			
				Total	\$1,833.33			

Vendor	Number	Invoice	Account Number	Notes	Amount
Lewis, Jennifer	48147	DEC2019-500	001-571-20-31-34	Dog Training Classes-DEC 2019 Total	\$1,008.00 \$1,008.00
Mitel Leasing	48148	902312516	001-594-12-41-02 001-594-21-41-03	PSB Phone Lease PSB Phone Lease Total	\$23.17 \$227.99 \$251.16
Nale, Justin	48149	2719	105-576-80-35-00	Chain Saw Supplies Total	\$85.29 \$85.29
O'Reilly Auto Parts	48150	1265583-DEC19	001-521-50-48-02 408-535-50-48-02	Car Wash Supplies Impact Set-Gauge Total	\$54.60 \$38.33 \$92.93
Orting School Dist #344	48174	648 678	001-571-20-31-32 001-571-20-31-22	OHS Main Gym- Youth Volleyball OHS Commons - Dance Recital Total	\$1,832.50 \$95.00 \$1,927.50
P.c. Budget & Finance	48175	CI-281459 C-104188 CI-281649 C-104188	001-554-30-40-00 001-514-40-41-20	Pierce County Animal Control-Nov 2019 General Election- Voter Costs- November 2019 Total	\$2,308.18 \$5,407.00 \$7,715.18
Parametrix	48176	15325 15323	303-595-10-40-01 303-595-90-40-01 001-558-60-41-01 001-558-60-41-01 101-542-30-41-01 101-542-30-41-13 101-542-30-41-13 101-542-30-41-15 401-534-10-41-01 401-534-10-41-19 401-534-10-41-37 401-594-34-63-49	Emergency Evacuation Bridge- Design Emergency Evacuation Bridge- Project Management General Development General Consulting- General General Consulting- Streets Transporation Plan Update-PH 2- Transportation Plan Update Transporation Plan Update-PH 2- Project Management GIS Development General Consulting- Water General Consulting- Telemetry GIS Development Orville RD Project Management	\$28,350.00 \$203.75 \$2,845.00 \$5,899.04 \$170.00 \$255.00 \$425.00 \$70.00 \$7,928.75 \$2,210.00 \$70.00 \$60.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	48176	15323	408-535-10-41-01	General Consulting-Sewer	\$170.00
			408-535-10-41-39	GIS Development	\$70.00
			408-594-35-41-12	WWTP	\$120.00
				Improvements-Project Management	
			408-594-35-41-12	WWTP Solidss Upgrade	\$360.00
			408-594-35-41-12	Conclusions WWTP	\$17,485.00
				Improvements-PreDesign Engineering	
			410-531-38-41-08	GIS Development	\$70.00
			410-531-39-41-01	General Consulting-Storm	\$807.50
			410-594-31-41-30	VG Outfall Replacement-Preliminary Plan	\$75.00
			410-594-31-41-30	VG Outfall Replacement-Preliminary Design	\$10,967.50
			410-594-31-41-43	Calistoga ST W Improvements-Stormwater Report	\$5,032.50
			410-594-31-63-40	Kansasd ST Outfall-Design	\$435.00
		15324	001-524-20-41-02	Majestic View Estates-Design Review	\$60.00
			001-524-20-41-02	Bridgewater Plat-Design Review	\$193.75
			001-524-20-41-02	Majestic View Estates-Design Review	\$271.25
		15597	101-595-10-64-34	Whitehawk Blvd Ex-Project Management/QA - Fixed Fee	\$74.39
			101-595-10-64-34	Whitehawk Blvd Ex-Project Management/QA	\$693.13
			101-595-10-64-34	Whitehawk Blvd Ex-Contract Land Service (Right Away)	\$12,026.78
		15823	001-558-60-41-01	General Consulting	\$255.91
		15825	001-558-60-41-01	General Consulting-General	\$2,087.50
			001-558-60-41-01	General Consulting-General	\$8,567.93
			101-542-30-41-01	General Consulting-Streets	\$2,285.00
			101-542-30-41-13	Transportation Plan Update PH 2-Transportation Plan Update	\$223.75
			101-542-30-41-13	Transportation Plan Update PH 2-Project Management	\$290.00
			101-542-30-41-15	Utility Mapping & GIS Dev-GID Planning & Delivery	\$50.63

Vendor	Number	Invoice	Account Number	Notes	Amount		
Parametrix	48176	15825	401-534-10-41-01	General Consulting-Water	\$1,570.52		
			401-534-10-41-16	Water System Plan Update PH2-WSP Project	\$302.50		
			401-534-10-41-37	Management Utility Mapping & GIS Dev-GID	\$50.63		
			408-535-10-41-01	Planning & Delivery General Consulting-Sewer	\$240.00		
			408-535-10-41-39	Utility Mapping & GIS Dev-GID	\$50.62		
			408-594-35-41-12	Planning & Delivery WWTP	\$60.00		
			408-594-35-41-12	Improvements-Project Management WWTP	\$6,202.50		
			410-531-38-41-08	Improvements-Predeign Engineering	\$50.62		
			410-531-39-41-01	Utility Mapping & GIS Dev-GID	\$825.00		
			410-594-31-41-30	Planning & Delivery General Consulting-Storm	\$1,468.75		
			410-594-31-41-43	Village Green Replacement-Preliminary Plans	\$1,950.00		
			410-594-31-63-40	Calistoga Street W Improvements-Stormwater Report & 30% Design	\$170.00		
			410-594-31-63-40	Kansas ST Outfall-Design	\$255.00		
			15826	001-524-20-41-02	Management Orting Village-Design Review	\$255.00	
				001-524-20-41-02	Orting Village-Construction Services	\$515.00	
				001-524-20-41-02	The Meadows Devison 3 -Design Review	\$1,598.75	
				001-524-20-41-02	The Meadows Design Review	\$1,938.75	
				15827	303-595-10-40-01	Emergency Evacuation Bridge-90% Designt	\$5,595.00
			303-595-10-40-01		Emergency Evacuation Bridge-60% Designt	\$36,520.00	
		303-595-90-40-01	Emergency Evacuation Bridge-Project Management		\$143.75		
		Total	\$170,921.45				
		Pcrd (landfill)	48151	31687	401-534-50-49-17	Plant Cleanup	\$34.05
					408-535-50-47-15	Plant Cleanup	\$71.50

Vendor	Number	Invoice	Account Number	Notes	Amount
Pcrd (landfill)	48151	31687	410-531-38-48-05	Plant Cleanup	\$1,621.47
				Total	\$1,727.02
Pease Construction INC	EFT-Pease- Pay Request 4 -New City Hall	Pay Request #4-New City Hall	304-594-18-60-01	Pay Request #4- New City Hall Facilities	\$119,642.63
			304-594-31-60-01	Pay Request #4- New City Hall Facilities	\$17,946.39
			304-594-34-60-01	Pay Request #4- New City Hall Facilities	\$17,946.39
			304-594-35-60-01	Pay Request #4- New City Hall Facilities	\$35,892.79
			304-594-44-60-01	Pay Request #4- New City Hall Facilities	\$3,988.09
			304-594-76-60-01	Pay Request #4- New City Hall Facilities	\$3,988.09
				Total	\$199,404.38
Platt	48152	X823582	105-576-80-48-03	Park Lights	\$85.11
				Total	\$85.11
Popular Networks, Llc	48153	21930	001-512-50-41-01	Computer Maintenance	\$16.55
			001-513-23-41-01	Computer Maintenance	\$82.77
			001-514-23-41-04	Computer Maintenance	\$215.20
			001-524-20-41-01	Computer Maintenance	\$165.54
			001-525-60-41-03	Disaster Recovery Backup-Server	\$1,002.28
			001-575-50-41-03	Computer Maintenance	\$148.98
			101-542-30-41-04	Computer Maintenance	\$82.77
			104-536-20-41-01	Computer Maintenance	\$33.11
			401-534-10-41-05	Computer Maintenance	\$347.61
			408-535-10-41-05	Computer Maintenance	\$347.62
			410-531-38-41-04	Computer Maintenance	\$215.20
		21937	001-521-50-41-01	Computer Maintenance-PD PSB	\$1,561.90
			001-525-60-41-03	Disaster Recovery Backup-Server	\$615.90
				Total	\$4,835.43
PRO-VAC	48154	60083	410-531-38-48-02	Spill @ 209 Phoenix Ave SE	\$1,431.34
				Total	\$1,431.34

Vendor	Number	Invoice	Account Number	Notes	Amount
Public Safety Testing	48155	2019-0920	001-521-20-31-05	4th QRT Fees	\$134.00
				Total	\$134.00
Puget Sound Energy	48156	200019646914-DEC19	101-542-63-47-03	Street Lights	\$48.32
		200021064239-DEC19	401-534-50-47-03	Well 1	\$848.01
		200021119249-DEC19	401-534-50-47-02	Chlorinator	\$25.18
		220015548930-DEC19	101-542-63-47-03	Street Lights	\$61.02
		220020534461-DEC19	101-542-63-47-01		\$381.84
			401-534-50-47-01		\$534.57
			408-535-50-47-01		\$610.95
	48177	400002573246DEC2019	304-594-18-60-01	Transformer for 102 Bridge ST S	\$25,623.14
			304-594-31-60-01	Transformer for 102 Bridge ST S	\$3,843.47
			304-594-34-60-01	Transformer for 102 Bridge ST S	\$3,843.47
			304-594-35-60-01	Transformer for 102 Bridge ST S	\$7,686.94
			304-594-44-60-01	Transformer for 102 Bridge ST S	\$854.11
			304-594-76-60-01	Transformer for 102 Bridge ST S	\$854.10
				Total	\$45,215.12
Schwab, Erica	48157	1013-Dec 2019	001-521-10-10-04	Civil Service-Consultant- DEC 2019	\$300.00
				Total	\$300.00
SHRED-IT USA	48158	8128787203	001-521-20-31-03	PD Shredding	\$99.77
	48178	8128787203-	001-521-20-31-03	PD Shredding	\$198.02
	48158	8128787242	001-514-23-31-02	City Hall Shreding	\$89.80
				Total	\$387.59
Spectral Laboratories	48179	145584	408-535-10-41-03	Lab Testing	\$336.00
				Total	\$336.00
Sumner Lawn'n Saw	48180	41454	101-542-30-48-04	Fuel Cap for Jumping Jack-	\$46.92
				Total	\$46.92
Tacoma News INC	48181	257635- Dec2019	001-511-60-49-03	Publication-ORD-2019-1056 Amending 2019 Budget	\$127.99
			001-511-60-49-03	Publication-Council Position #3	\$152.21
			001-511-60-49-03	Publication-LID Hearing Council	\$186.95
			001-511-60-49-03	Publication-LID Hearing Planning Commission	\$197.67

Vendor	Number	Invoice	Account Number	Notes	Amount
Tacoma News INC	48181	257635- Dec2019	001-511-60-49-03	Publication-SEPA DNS Low Impact DEV	\$279.71
				Total	\$944.53
The Law Office of Barbara A Bowden	48182	026483	001-512-50-49-08	Conflict Public Defender- 8Z0344027	\$250.00
		026484	001-512-50-49-08	Conflict Public Defender- 8Z0256718	\$250.00
		026485	001-512-50-49-08		\$250.00
				Total	\$750.00
The Walls Law Firm	48183	23-Dec 2019	001-515-41-41-03	Prosecuting Attorney-DEC 2019	\$1,875.00
				Total	\$1,875.00
UniFirst Corporation	48159	330 1590579	408-535-10-31-03	Uniform Item- Protective Services	\$108.50
	48184	330-1586274	408-535-10-31-03	Uniform Item- Protective Services	\$191.92
		330-1592721	408-535-10-31-03	Uniform Item- Protective Services	\$183.18
				Total	\$483.60
US Bank Equipment Finance	48160	403404940	001-594-14-41-04	City Hall Copier Lease	\$327.83
				Total	\$327.83
US BankNA Custody Treasury Div-Mony Cntr	48185	122-Oct-Dec Safekeeping fees	001-514-23-49-06	122-Oct-Dec Safekeeping fees	\$45.50
			101-542-90-40-01	122-Oct-Dec Safekeeping fees	\$6.50
			105-576-80-41-09	122-Oct-Dec Safekeeping fees	\$6.50
			401-534-90-40-02	122-Oct-Dec Safekeeping fees	\$19.50
			408-535-90-40-02	122-Oct-Dec Safekeeping fees	\$32.50
			410-531-90-40-02	122-Oct-Dec Safekeeping fees	\$19.50
				Total	\$130.00
Utilities Underground Location Center	48186	9120203	401-534-60-41-00	Locates-Dec 2019	\$24.64
			408-535-60-41-00	Locates-Dec 2019	\$24.64
				Total	\$49.28
Verizon Wireless	48161	9844316165	001-512-50-42-00	Cell Phones-Court	\$39.84
			001-514-23-42-00	Cell Phones	\$198.41
			001-524-20-42-00	Cell Phones	\$47.53
			001-575-50-42-01	Cell Phones	\$39.84
			401-534-10-42-01	Cell Phones	\$556.25
			408-535-10-42-01	Cell Phones	\$556.25
		9844316166	001-512-50-42-00	Cell Phones-Court	\$14.13

Vendor	Number	Invoice	Account Number	Notes	Amount
Verizon Wireless	48161	9844316166	001-521-20-45-01	Cell Phones-PD	\$462.15
			001-521-20-45-02	Cell Connection Data-PD	\$514.64
				Total	\$2,429.04
Vision Forms LLC	48162	5748-2019	401-534-10-31-00	Utility Bill	\$221.08
				Processing & Mailing	
			401-534-10-42-00	Utility Bill	\$420.31
				Processing & Mailing	
			408-535-10-31-00	Utility Bill	\$221.07
				Processing & Mailing	
			408-535-10-42-00	Utility Bill	\$420.32
	Processing & Mailing				
			410-531-38-31-00	Utility Bill	\$221.08
				Processing & Mailing	
			410-531-38-42-00	Utility Bill	\$420.31
			Processing & Mailing		
			Total	\$1,924.17	
Washington State Criminal Justice Training Comm	48187	201133734	001-521-40-49-00	Property & Evidence Training - Scott	\$100.00
				Total	\$100.00
Wells Fargo Financial Leasing	48163	5008600868	105-576-80-31-00	Public Works	\$13.94
				Copier	
			401-534-10-31-00	Public Works	\$46.46
				Copier	
			408-535-10-31-00	Public Works	\$18.58
			Copier		
			410-531-38-31-00	Public Works	\$13.93
				Copier	
			Total	\$92.91	
				Grand Total	\$519,024.50

VOUCHER/WARRANT REGISTER
FOR JANUARY 29, 2020 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

JANUARY 2ND COUNCIL
CLAIMS WARRANTS #48188 THRU #48235
IN THE AMOUNT OF \$ 372,968.64
EFT \$0.00

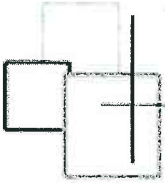
PAYROLL WARRANTS # 23612 THRU #23615 = \$ 16,603.87
EFT \$ 120,222.28
IN THE AMOUNT OF \$ 136825.15
Carry Over \$ 25,960.59

ARE APPROVED FOR PAYMENT ON JANUARY 29, 2020

COUNCILPERSON _____

COUNCILPERSON _____

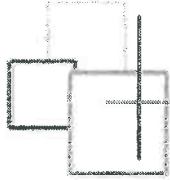
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2020 - January 2020 - 2nd Council

Fund Number	Description	Amount
001	Current Expense	\$155,448.01
101	City Streets	\$12,385.99
104	Cemetery	\$2,256.75
105	Parks Department	\$8,415.87
401	Water	\$81,906.07
408	Wastewater	\$89,906.12
410	Stormwater	\$22,649.83
	Count: 7	\$372,968.64

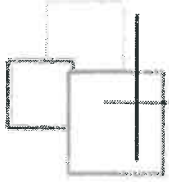


Register

Fiscal: 2020
Deposit Period: 2020 - January 2020
Check Period: 2020 - January 2020 - 2nd Council

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check				
<u>48188</u>	Actual Assistant	1/23/2020		\$300.00
<u>48189</u>	Aktivov LLC	1/23/2020		\$13,116.00
<u>48190</u>	Anytime Fitness	1/23/2020		\$2,400.00
<u>48191</u>	Associated Petroleum Products INC	1/23/2020		\$1,432.87
<u>48192</u>	AWC Risk Management Service Agency	1/23/2020		\$220,083.00
<u>48193</u>	Big J'S Outdoor Store	1/23/2020		\$575.43
<u>48194</u>	Business Solutions Center	1/23/2020		\$1,172.76
<u>48195</u>	Cintas Corporation #461	1/23/2020		\$220.08
<u>48196</u>	Comcast	1/23/2020		\$21.10
<u>48197</u>	Core & Main	1/23/2020		\$22,774.30
<u>48198</u>	Cummins Northwest	1/23/2020		\$666.95
<u>48199</u>	Department of Enterprise Services-Financial Office	1/23/2020		\$400.00
<u>48200</u>	DM Disposal Co., Inc	1/23/2020		\$1,593.95
<u>48201</u>	Enviro-Clean Equipment, Inc.	1/23/2020		\$343.20
<u>48202</u>	Evergreen Rural Water of	1/23/2020		\$645.60
<u>48203</u>	Ford Motor Credit Company LLC	1/23/2020		\$4,084.81
<u>48204</u>	H D Fowler Company	1/23/2020		\$4.40
<u>48205</u>	Hach Company	1/23/2020		\$179.83
<u>48206</u>	Harrington's Janitorial	1/23/2020		\$275.00
<u>48207</u>	Lexipol Llc	1/23/2020		\$5,808.00
<u>48208</u>	Logan Enterprises INC	1/23/2020		\$395.00
<u>48209</u>	Opportunity Center Of Orting	1/23/2020		\$625.00
<u>48210</u>	Orting Valley Farmers Market	1/23/2020		\$3,000.00
<u>48211</u>	Orting Valley Fire & Rescue	1/23/2020		\$2,979.17
<u>48212</u>	Orting Valley Senior Cent	1/23/2020		\$1,250.00
<u>48213</u>	PBS Engineering And Environmental INC	1/23/2020		\$9,313.00
<u>48214</u>	Pitney Bowes Globel	1/23/2020		\$215.63
<u>48215</u>	Pitney Bowes Purchase Power	1/23/2020		\$622.25
<u>48216</u>	Puget Sound Clean Air Agency	1/23/2020		\$4,916.00
<u>48217</u>	Puget Sound Energy	1/23/2020		\$11,903.88
<u>48218</u>	Randels Sand & Gravel	1/23/2020		\$906.51
<u>48219</u>	Recovery Cafe	1/23/2020		\$833.37
<u>48220</u>	Schwab, Erica	1/23/2020		\$300.00
<u>48221</u>	Scientific Supply & Equip	1/23/2020		\$648.03
<u>48222</u>	Secure Pacific Corp/Mountain Alarm	1/23/2020		\$341.85

<u>Number</u>	<u>Name</u>	<u>Print Date</u>	<u>Clearing Date</u>	<u>Amount</u>
48223	South Sound 911	1/23/2020		\$29,677.50
48224	Stanley Convergent Security Solutions INC	1/23/2020		\$80.07
48225	Sterling Codifers	1/23/2020		\$500.00
48226	UniFirst Corporation	1/23/2020		\$195.73
48227	UV Doctor Lamps Llc	1/23/2020		\$6,972.81
48228	UW Medicine	1/23/2020		\$435.00
48229	Vision Municipal Solutions LLC	1/23/2020		\$12,649.54
48230	Wa. State Dept. of Ecolog	1/23/2020		\$3,372.71
48231	Washington Rock Quarries,	1/23/2020		\$250.22
48232	Washington Tractor	1/23/2020		\$174.41
48233	Water Management Lab Inc.	1/23/2020		\$2,042.00
48234	Wex Bank	1/23/2020		\$1,776.68
48235	WIN-911 Software	1/23/2020		\$495.00
		Total	Check	\$372,968.64
		Total	2000073	\$372,968.64
		Grand Total		\$372,968.64



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Actual Assistant	48188	737-jan	001-514-23-41-12	Website Maintenance/Hosting	\$132.00
			105-576-80-41-05	Website Maintenance/Hosting	\$9.00
			401-534-10-41-34	Website Maintenance/Hosting	\$45.00
			408-535-10-41-36	Website Maintenance/Hosting	\$78.00
			410-531-38-41-05	Website Maintenance/Hosting	\$36.00
				Total	\$300.00
Aktivov LLC	48189	COORT/2020/01	101-542-30-41-16	Annual Maintenance-Reliability-Centered Software	\$2,623.20
			105-576-80-41-11	Annual Maintenance-Reliability-Centered Software	\$2,623.20
			401-534-10-41-36	Annual Maintenance-Reliability-Centered Software	\$2,623.20
			408-535-10-41-38	Annual Maintenance-Reliability-Centered Software	\$2,623.20
			410-531-38-41-07	Annual Maintenance-Reliability-Centered Software	\$2,623.20
				Total	\$13,116.00
Anytime Fitness	48190	JAN2020-400	001-521-20-21-01	Gym Membership-2020 Fees	\$2,400.00
				Total	\$2,400.00
Associated Petroleum Products INC	48191	0155487-IN	101-542-30-32-00	Fuel	\$143.28
			401-534-80-32-00	Fuel	\$573.14
			408-535-80-32-00	Fuel	\$573.14
			410-531-38-32-01	Fuel	\$143.31
	Total	\$1,432.87			
AWC Risk Management Service Agency	48192	76929	001-519-00-46-00	Risk Management Membership 2020	\$31,561.11

Vendor	Number	Invoice	Account Number	Notes	Amount
AWC Risk Management Service Agency	48192	76929	001-519-00-46-01	Risk Management Membership 2020	\$44,877.20
			001-519-00-46-03	Risk Management Membership 2020	\$7,750.22
			101-519-00-46-00	Risk Management Membership 2020	\$3,349.19
			104-519-00-41-02	Risk Management Membership 2020	\$2,182.72
			105-519-00-46-00	Risk Management Membership 2020	\$4,116.52
			401-519-00-46-00	Risk Management Membership 2020	\$46,483.08
			408-519-00-46-00	Risk Management Membership 2020	\$68,238.78
			410-519-00-46-00	Risk Management Membership 2020	\$11,524.18
				Total	\$220,083.00
Big J'S Outdoor Store	48193	JAN401-2020	101-542-30-31-02		\$91.81
			101-542-30-31-02	Boots for Nale	\$100.00
			105-576-80-31-00	Boots for Lollhea	\$91.81
			105-576-80-31-00	Boots for Nale	\$100.00
			410-531-38-31-00	Boots for Lollhea	\$91.81
			410-531-38-31-00	Boots for Nale	\$100.00
				Total	\$575.43
Business Solutions Center	48194	107817	001-514-23-31-02	3-Part Reciept Books	\$290.44
			401-534-10-31-00	3-Part Reciept Books	\$290.46
			408-535-10-31-00	3-Part Reciept Books	\$290.46
			410-531-38-31-00	3-Part Reciept Books	\$290.46
		107826	001-511-60-31-01	Name Plate-Bradshaw	\$5.47
		107852	001-511-60-31-01	Name Plate-Belot	\$5.47
				Total	\$1,172.76
Cintas Corporation #461	48195	4039243508	408-535-60-48-04	Cleaning of City Park Restrooms	\$220.08
Comcast	48196	5839-JAN2020	001-514-23-42-00	City Hall Cable	\$21.10
Core & Main	48197	L706456	401-594-34-63-09	Water Meters-to Upgrade old Meters	\$22,774.30
Cummins Northwest	48198	01-62541	408-535-50-48-07	Generator Shut Down & Repair-Puyallup River Lift Station	\$666.95

Vendor	Number	Invoice	Account Number	Notes	Amount
Department of Enterprise Services-Financial Office	48199	16144900	001-521-50-49-02	Federal Surplus 2020	\$400.00
				Total	\$400.00
DM Disposal Co., Inc	48200	8892625	408-535-60-47-00	WWTP-Garbage Service	\$1,205.41
		8915505	408-535-60-47-00	New City Shop-Garbage Service	\$388.54
				Total	\$1,593.95
Enviro-Clean Equipment, Inc.	48201	20-50022	410-531-38-48-01	4 Segment Brooms for Street Sweeper	\$343.20
				Total	\$343.20
Evergreen Rural Water of	48202	41092	401-534-50-49-01	Membership Dues-2020	\$645.60
				Total	\$645.60
Ford Motor Credit Company LLC	48203	1713749 Lease Payment #15 - 3-2018 Ford Interceptor-8487901	001-591-21-70-03	1713749- Lease Payment #15 - 3-2018 Ford Interceptor-8487901	\$2,397.17
			001-592-21-80-02	1713749- Lease Payment #15 - 3-2018 Ford Interceptor-8487901	\$583.86
		1715231 Lease Payment #15 - 2018 Ford F-150- 8487902	001-591-21-70-03	1715231 Lease Payment #15 - 2018 Ford F-150-8487902	\$870.82
			001-592-21-80-02	1715231 Lease Payment #15 - 2018 Ford F-150-8487902	\$232.96
				Total	\$4,084.81
H D Fowler Company	48204	15365961	401-534-50-48-02	PVC Coupling	\$4.40
				Total	\$4.40
Hach Company	48205	11781691	408-535-10-31-00	Supplies	\$179.83
				Total	\$179.83
Harrington's Janitorial	48206	JAN-2020	401-534-10-31-00	Janitorial-City Shop-Rocky RD	\$91.67
			408-535-10-31-00	Janitorial-City Shop-Rocky RD	\$91.67
			410-531-38-31-00	Janitorial-City Shop-Rocky RD	\$91.66
				Total	\$275.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Lexipol Llc	48207	319615	001-521-20-34-00	Law Enforcement Policy Manual-2020	\$5,808.00
				Total	\$5,808.00
Logan Enterprises INC	48208	17315-Jan	001-514-21-41-01	Monthly Janitorial- City Hall	\$98.75
			001-524-20-49-02	Monthly Janitorial- City Hall	\$19.75
			001-575-50-41-01	Monthly Janitorial- City Hall	\$79.00
			401-534-10-31-00	Monthly Janitorial- City Hall	\$79.00
			408-535-10-31-00	Monthly Janitorial- City Hall	\$79.00
			410-531-38-31-00	Monthly Janitorial- City Hall	\$39.50
				Total	\$395.00
Opportunity Center Of Orting	48209	3500	001-571-20-31-14	Orting Opportunity Center Grant-Jan 2020	\$625.00
				Total	\$625.00
Orting Valley Farmers Market	48210	2020-01	001-571-20-31-35	2020 Farmers Market Support	\$3,000.00
				Total	\$3,000.00
Orting Valley Fire & Rescue	48211	Jan2020-Payment #1 Lease for PSB	001-512-50-41-04	Payment #1 Lease for PSB	\$297.92
			001-521-50-41-07	Payment #1 Lease for PSB	\$2,681.25
				Total	\$2,979.17
Orting Valley Senior Cent	48212	200-Jan 2020	001-571-20-31-06	Monthly Support- Jan 2020	\$1,250.00
				Total	\$1,250.00
PBS Engineering And Environmental INC	48213	0041548.002-4	001-518-20-40-02	Engineering & Environmental Study on 102 Bridge St S New City Hall Police Department	\$2,328.25
			001-521-50-46-07	Engineering & Environmental Study on 102 Bridge St S New City Hall Police Department	\$4,656.50
			401-534-10-40-01	Engineering & Environmental Study on 102 Bridge St S New City Hall Police Department	\$931.30

Vendor	Number	Invoice	Account Number	Notes	Amount	
PBS Engineering And Environmental INC	48213	0041548.002-4	408-535-10-40-01	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$931.30	
			410-531-31-40-01	Engineering & Environmental Study on 102 Bridge St S New City Hall Poilce Department	\$465.65	
				Total	\$9,313.00	
Pitney Bowes Globel	48214	3310381958	001-514-23-45-00	Postage Machine Lease	\$215.63	
				Total	\$215.63	
Pitney Bowes Purchase Power	48215	8000-9090-0050-3685- Jan2020	001-512-50-31-01	Postage	\$131.50	
			001-513-10-31-01	Postage	\$7.05	
			001-514-23-31-01	Postage	\$91.85	
			001-514-23-31-01	Passports	\$194.75	
			001-521-20-31-07	Postage	\$0.50	
			001-575-50-31-02	Postage	\$21.00	
			001-575-50-31-02	Postage	\$33.15	
			401-534-10-42-00	Postage	\$14.05	
			401-534-10-42-00	Postage	\$86.00	
			408-535-10-42-00	Postage	\$14.05	
			410-531-38-42-00	Postage	\$14.05	
			410-531-38-42-00	Postage	\$14.30	
				Total	\$622.25	
Puget Sound Clean Air Agency	48216	066	001-511-20-49-07	2020 Puget Sound Clean Air Assessment	\$4,916.00	
				Total	\$4,916.00	
Puget Sound Energy	48217	200001247663-JAN2020	408-535-50-47-07	VC Lift Station	\$223.92	
			200001247812-JAN2020	101-542-63-47-03	SR162 Signal	\$26.85
			200001248190-JAN2020	105-576-80-47-01	North Park	\$10.41
			200001248372-JAN2020	401-534-50-47-08	Well 3	\$624.34
			200001248539-JAN2020	001-525-50-47-01	Lahar Siren	\$10.52
			200001532189-JAN2020	105-576-80-47-02	Main Park	\$233.92
				105-576-80-47-03	Bell Tower	\$545.83
			200002708986-JAN2020	408-535-50-47-05	VG Lift Station	\$160.91
			200003766280-JAN2020	001-514-21-32-01	City Hall-City Shop	\$81.42
				001-514-21-47-01	City Hall-City Shop	\$140.03
				001-524-20-32-05	City Hall-City Shop	\$73.82
				401-534-50-47-01	City Hall-City Shop	\$140.03
				401-534-50-47-09	City Hall-City Shop	\$81.42
				408-535-50-47-01	City Hall-City Shop	\$140.03
				408-535-50-47-08	City Hall-City Shop	\$81.43
			200009717931-JAN2020	401-534-50-47-04	Well 2	\$63.37
			200010396543-JAN2020	105-576-80-47-01	North Park	\$295.70
			200010396733-JAN2020	401-534-50-47-11	Well 4 Pump Station	\$206.63
			200010629349-JAN2020	101-542-63-47-01	City Shop	\$30.35

Vendor	Branch	Invoice	Account Number	Notes	Amount			
Puget Sound Energy	48217	200010629349-JAN2020	104-536-50-47-01	City Shop	\$24.28			
			401-534-50-47-01	City Shop	\$30.36			
			408-535-50-47-01	City Shop	\$36.42			
			200013874264-JAN2020	WWTP	\$899.02			
			200014994137-JAN2020	VG Lift Station	\$266.46			
			200019613294-JAN2020	Cemetery Shop	\$49.75			
			200021421298-JAN2020	Rainier Meadows	\$41.24			
			200022934653-JAN2020	MPC	\$824.06			
			200024404523-JAN2020	Lift Station 1	\$143.86			
			220011476581-JAN2020	High Cedars Lift Station	\$129.35			
			220015220399-JAN2020	Street Lights	\$50.80			
			220020534461-JAN2020	City Shop	\$260.40			
			401-534-50-47-01	City Shop	\$364.56			
			408-535-50-47-01	City Shop	\$416.64			
			220021924026-Jan2020	City Hall	\$118.12			
			300000002406-JAN2020	Street Lights	\$5,077.63			
			Total		\$11,903.88			
			Randels Sand & Gravel	48218	405217	105-576-80-48-05	Waste Removal	\$32.50
						401-534-50-49-17	Waste Removal	\$32.50
						408-535-50-47-15	Waste Removal	\$32.21
405218	105-576-80-48-05	Waste Removal				\$47.57		
401-534-50-49-17	Waste Removal	\$47.57						
408-535-50-47-15	Waste Removal	\$47.56						
405219	105-576-80-48-05	Waste Removal				\$91.14		
401-534-50-49-17	Waste Removal	\$91.14						
408-535-50-47-15	Waste Removal	\$91.14						
405220	105-576-80-48-05	Waste Removal				\$131.06		
401-534-50-49-17	Waste Removal	\$131.06						
408-535-50-47-15	Waste Removal	\$131.06						
Total		\$906.51						
Recovery Cafe	48219	001-Jan 2020	001-571-20-31-39	Grant Recovery Cafe-Jan 2020 Grant	\$833.37			
				Total	\$833.37			
Schwab, Erica	48220	INV0002	001-521-10-10-04	Civil Service-Consultant-Jan 2020	\$300.00			
				Total	\$300.00			
Scientific Supply & Equip	48221	31442358	408-535-10-31-00	Lab Supplies	\$648.03			
				Total	\$648.03			
Secure Pacific Corp/Mountain Alarm	48222	244564	001-514-23-31-02	City Hall Alarm	\$83.85			
				408-535-10-41-07	WWTP Alarm	\$258.00		
				Total	\$341.85			
South Sound 911	48223	00081	001-521-10-40-05	Dispatch Records Management System-Enforcer	\$10,600.00			

Vendor	Number	Invoice	Account Number	Notes	Amount
South Sound 911	48223	00081	001-521-50-48-07	1st QRT Police Dispatch	\$19,077.50
				Total	\$29,677.50
Stanley Convergent Security Solutions INC	48224	17081134	001-521-20-31-03	PSB Alarm PD	\$80.07
				Total	\$80.07
Sterling Codifers	48225	800521	001-514-23-41-10	Internet Hosting-2020	\$500.00
				Total	\$500.00
UniFirst Corporation	48226	330 1597001	408-535-10-31-03	Uniform Item-Protective Services	\$195.73
				Total	\$195.73
UV Doctor Lamps Llc	48227	13047	408-535-50-48-02	Lamps-Wiper Rings-O Ring-Backing Ring	\$3,486.41
			408-535-50-48-03	Lamps-Wiper Rings-O Ring-Backing Ring	\$3,486.40
				Total	\$6,972.81
UW Medicine	48228	70003548-Jan	001-521-20-41-00	Physical-Rose	\$435.00
				Total	\$435.00
Vision Municipal Solutions LLC	48229	09-7384	001-514-23-41-04	Software Assurance-2020	\$632.48
			001-524-20-41-01	Software Assurance-2020	\$1,264.95
			001-575-50-41-03	Software Assurance-2020	\$632.47
			101-542-30-41-04	Software Assurance-2020	\$632.48
			401-534-10-41-05	Software Assurance-2020	\$3,162.39
			408-535-10-41-05	Software Assurance-2020	\$3,162.39
			410-531-38-41-04	Software Assurance-2020	\$3,162.38
				Total	\$12,649.54
Wa. State Dept. of Ecolog	48230	2020-WAR045016	410-531-38-48-03	Stormwater Phase 2	\$3,372.71
				Total	\$3,372.71
Washington Rock Quarries,	48231	107922	410-531-38-48-00	Sand	\$250.22
				Total	\$250.22
Washington Tractor	48232	1995835	105-576-80-48-01	V-Belt FA1014	\$87.21
			410-531-38-48-01	V-Belt FA1014	\$87.20
				Total	\$174.41



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: ILA for Inmate Housing-South Correctional Entity (SCORE)	AB20-05	Public Safety		
		1.10.20	1.15.20	1.29.20
	Department:	Police		
	Date Submitted:	1.9.20		
	Cost of Item:	<u> </u> \$		
Amount Budgeted:	<u> </u> \$			
Unexpended Balance:	<u> </u> \$			
Bars #:				
Timeline:				
Submitted By:	Chief Gard			
Fiscal Note:				
Attachments:	Agreement			
SUMMARY STATEMENT:				
<p>The former contract with Score expired and staff would like to renew a contract with SCORE. The Fees for the new contract are laid out in Exhibit A.</p> <p>SCORE was formed by its Member Cities as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines to provide correctional services essential to the preservation of the public health, safety and welfare.</p> <p>The Police Department has multiple contracts for housing of inmates. SCORE is particularly useful when an in custody has health or mental health concerns, as they are equipped to deal with these issues. This Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments.</p>				
RECOMMENDED ACTION: MOTION: To authorize the Mayor to enter in to a Inter local Agreement with "SCORE" as presented.				

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF Orting a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Member Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means December 31, 2024.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract

Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B, the Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency inmates and review Contract Agency inmates' records. The Contract Agency shall have no right to interview inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

City of Orting
Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

City of Orting
PO Box 489
Orting, WA 98360

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name:

Name:

Title:

Title:

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

General Population – Guaranteed	\$128.00	Number of Beds: <u> 0 </u>
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Buriem, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: South Sound 911 Agreement	AB20-06	Public Safety		
		1.10.20	1.15.20	1.29.20
	Department:	Police Department		
	Date Submitted:	1.9.20		
Cost of Item:	<u> </u> \$			
Amount Budgeted:	<u> </u> \$			
Unexpended Balance:	<u> </u> \$			
Bars #:				
Timeline:				
Submitted By:	Chief Gard			
Fiscal Note:				
Attachments:	Contract			
SUMMARY STATEMENT:				
<p>The City of Orting PD currently uses SS911 for Support Services but SS911 is now an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services. The City has had an ILA with SS 911, but needs to enter in to a new contract reflecting their new status as a public entity.</p>				
RECOMMENDED ACTION: MOTION: To authorize the Mayor to enter in to a contract with SS911 for Support Services, as presented.				

**SOUTH SOUND 911
LAW ENFORCEMENT
SUPPORT SERVICES AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter "SS911") and the City of Orting Police Department, (hereinafter "Law Enforcement Agency") for support services.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services; and

WHEREAS, Law Enforcement Agency is in need of Support Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Support Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective _____, and shall be in full force and effect until terminated under the Termination section below.
2. Support Services. SS911 shall provide services, which may include law enforcement records, firearm licensing, fingerprinting, and other services as selected by the Law Enforcement Agency.
3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:
 - A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.
 - B. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.
 - C. Authorize SS911 to provide service within Law Enforcement Agency's jurisdiction and, where applicable, delegate its authority to SS911 to provide such service.
 - D. Notify SS911 in writing of any changes to the Support Services being sought for the following year at least three months prior to SS911 Governing Board's approval of the Support Services fee schedule, which occurs in September.
4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.

5. Records. SS911 shall maintain all records, reports, and documents created and held under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Law Enforcement Agency's request.
6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.
8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel South Sound 911 Budget & Finance 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: Chris Gard Orting Police Department 401 Washington Avenue SE Orting, WA 98360
Phone: (253)798-2970	Phone: (253) 377- 4429
Fax: (253)798-7874	Fax: (360) 893-3129
Email: Janet.Caviezel@SouthSound911.org	Email: CGard@cityoforting.org

9. Miscellaneous Provisions.

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Acknowledgement. SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.

SOUTH SOUND 911

ORTING POLICE DEPARTMENT

Andrew E. Neiditz	Date
Executive Director	

Print Name:	Date
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Approved as to Budget:

Print Title:	
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Janet Caviezel	
Assistant Director, Administration	

Address:	
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Approved as to Form:	
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Peter Beckwith	
General Counsel	



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Department of Commerce Grant	AB20-10			
		N/A	1.15.20	
	Department:	Admin; Planning		
	Date Submitted:	1.13.20		
	Cost of Item:	<u>\$NA</u>		
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:	The Planner needs to be advised by Council on direction to take, in order to have time if they want to apply for the grant.			
Submitted By:	Mark Bethune; Emily Adams (Planner)			
Fiscal Note:				
Attachments: Department of Commerce HB 1923 Activities and FAQ				
<p>SUMMARY STATEMENT: Grants of up to \$50,000 for cities with populations less than 20,000 are available to support selected actions intended to encourage production of more housing and a greater variety of housing types or increase regulatory streamlining. These grants require the selection of at least two listed actions or a housing action plan (detailed in attachment).</p> <p>If it is decided that the City should apply for this grant, staff recommends adopting a resolution indicating that the Council supports increasing housing capacity through the pursuit of code amendments. Staff does not recommend a Housing Action Plan.</p> <p>Funding is provided in advance of, and to support adoption of these policies. A cash match is not required for this grant. Applications are due February 28, 2020.</p>				
RECOMMENDED ACTION:				
POTENTIAL FUTURE MOTION: To Approve Resolution 2020-XX, to pursue grant funds for future code amendments that support increasing housing capacity.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-01

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, TO PURUSE GRANT E2SHB 1923**

WHEREAS, the 2020 round of HB 1923 funding is now available to support development of housing action plans, municipal code changes, subarea planning and environmental reviews – actions intended to increase residential building capacity; and

WHEREAS, grants of up to \$50,000 are available for cities with a population of less than 20,000 that are fully planning under the Growth Management Act; and

WHEREAS, the City of Orting is fully planning under the Growth Management Act and has a population of less than 20,000; and

WHEREAS, the City Council desires to pursue Washington State Department of Commerce grant funding authorized under the HB 1923; and

WHEREAS, the City Council further desires to adopt actions as listed under RCW 36.70A.600 (1); and

WHEREAS, these actions are for future code amendments regarding accessory dwelling units, regarding the division or redivision of land into nine lots through the short subdivision process, lot size averaging for developments, authorizing duplexes on each corner lot within all residential zones, and authorizing at least one duplex on each parcel in a chosen residential zone; and

WHEREAS, the City Council finds that the actions chosen to pursue the HB 1923 grants are consistent with relevant state and local laws, and meet the needs of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are incorporated herein by this reference.

Section 2. Authorizes. The Orting City Council authorizes staff to pursue a Washington State Department of Commerce grant authorized under HB 1923.

Section 3. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/ subsection numbers and any references thereto.



**Growth Management Services
Local Government Division**

Increasing Residential Building Capacity

Eligible Activities and Frequently Asked Questions

E2SHB 1923 (laws of 2019) provided \$5 million to increase residential building capacity in Washington communities. \$1 million is available for the 2020 round of funding. Funding is prioritized for cities over 20,000 in population, but this opportunity is open to all cities in Washington. Applicants must choose at least two activities from RCW 36.70A.600(1), or a Housing Action Plan.

ELIGIBLE ACTIVITIES: This list is defined in the bill. Commerce has provided this additional guidance to clarify some questions.

COLLECTED QUESTIONS: Commerce has received a number of questions about this grant opportunity. We have compiled answers based on our analyses of the legislation and our development of the grant program to date.

Commerce contacts:

Anne Fritzel, Senior Planner, Project Technical Assistance

(360) 725-3064 anne.fritzel@commerce.wa.gov

Paul Johnson, GMS Grants Coordinator

(360) 725-3048 paul.johnson@commerce.wa.gov

Activities eligible for SHB 1923 funding (RCW 36.70A.600)

1. Select at least two of the actions listed below:

- a) *Increase residential density near commuter or light rail stations to 50 dwelling units per acre. Designated areas should be at least 500 acres in size.*

This may be achieved as a sub-area plan or rezone within a designated area in response to or anticipation of commuter or light rail stations. Regulations should allow at least 50 dwelling units per acre, and must require *no more than an average of one on-site parking space per two bedrooms* in multifamily areas. The plan should consider all areas within a half mile, or 10-minute walk, of the station. Special attention should be paid to prioritize bicycle, pedestrian, and transit access to station areas.

- b) *Increase residential density along high frequency transit corridors to 25 dwelling units per acre. Designated areas should be at least 250 acres for cities with a population of less than 40,000 people, or 500 acres for cities with a population over 40,000.*

This may be achieved as a sub-area plan or rezone along a transit corridor in response to or in anticipation of high frequency transit corridors. E2SHB 1923 defines "high frequency transit service" as *bus service at least four times per hour, at least 12 hours per day*. Regulations should allow at least 25 dwelling units per acre, and must require *no more than an average of one on-site parking space per two bedrooms* in multifamily areas. The plan should consider all areas within a half mile, or 10-minute walk, of the transit corridor, with special attention to considerations for road crossings to transit service.

- c) *Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences unless a city documents a specific infrastructure or physical constraint that would make this requirement unfeasible for a particular parcel.*

Documentation of specific infrastructure or physical constraints should go beyond whether sewer or other services currently exist at the location. Documentation should describe how specific geographic features of the land, such as water bodies or critical areas make it extremely difficult to develop, or to serve isolated parcels with urban services.

- d) *Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences;*

Cluster zoning is a zoning method in which development density is determined for an entire specified area, rather than on a lot-by-lot basis. Within the specified cluster zone, a developer

can exercise greater flexibility in designing and placing structures, as long as the total density requirement is met.

Lot size averaging allows the size of individual lots within a development to vary from the zoned maximum density, provided that the average lot size in the development as a whole meets that maximum. Housing can then be developed on lots smaller than otherwise permitted in a zone, allowing for greater densities in some areas and more diversity throughout the development.

These tools can be especially useful in lands encumbered by critical areas or other constraints that point to a more flexible approach.

- e) Authorize attached accessory dwelling units (ADUs) on all parcels containing single-family homes where the lot is at least 3,200 square feet in size, and permit both attached and detached ADUs on all parcels containing single-family homes, provided lots are at least 4,356 square feet in size. Qualifying city ordinances or regulations may not provide for on-site parking requirements, owner occupancy requirements, or square footage limitations below 1,000 square feet for the accessory dwelling unit, and must not prohibit the separate rental or sale of accessory dwelling units and the primary residence. Cities must set applicable impact fees at no more than the projected impact of the accessory dwelling unit. To allow local flexibility, other than these factors, accessory dwelling units may be subject to such regulations, conditions, procedures, and limitations as determined by the local legislative authority, and must follow all applicable state and federal laws and local ordinances.***

GMA cities over 20,000 in population are already required to allow accessory dwelling units (ADUs) in single family zones.¹ To be eligible for funding, jurisdictions must adopt an ADU ordinance that is consistent with these specifications for lot size, unit size, no parking requirement, no owner occupancy requirement, reduced impact fees, and subsequent separate sale of separate units. Beyond these items, local governments may choose to waive utility connection fees, building or permit fees, or address design. For more information please review [MRSC's guidance](#) on this topic, except that the 1994 CTED ADU guidance is superseded by these requirements.

- f) Adopt a subarea plan pursuant to RCW 43.21C.420.***

From RCW 43.21C.420:

Cities with a population greater than 5,000 may adopt optional elements of comprehensive plans and optional development regulations that apply within subareas for areas that are either:

- a. Areas designated as mixed use or urban centers in a land use or transportation plan adopted by a regional transportation planning organization; or

¹ See RCW 36.70A.400 and RCW 43.63A.215(3) (laws of 1993)

- b. Areas within one half mile of a major transit stop, zoned for an average minimum density of 15 units per gross acre. Section 3 of RCW 43.21C.420 defines a major transit stop as:
- A stop on a high capacity transportation service funded or expanded under RCW 81.104;
 - Commuter rail stops;
 - Stops on rail or fixed guideway systems, including transitways;
 - Stops on bus rapid transit routes or routes that run on high-occupancy vehicle lanes; or
 - Stops for a bus or other transit mode providing fixed route service at intervals of at least thirty minutes during the peak hours of operation.

The plan must be accompanied by an environmental impact statement (EIS) assessing and disclosing the probable significant adverse environmental impacts. Any development proposed within 10 years of the EIS, which is consistent with the plan and regulations may not be challenged under SEPA.²

g) Adopt a planned action pursuant to RCW 43.21C.440(1)(b)(ii).

A planned action is an adopted plan and environmental review on a sub-area within an urban growth area, consistent with a comprehensive plan adopted under the Growth Management Act. The plan and environmental review are completed before projects are proposed. Project-level significant impacts must be addressed in a State Environmental Policy Act (SEPA) document, unless the impacts are specifically deferred for consideration at the project level. The SEPA document may be a determination of non-significance (DNS), a mitigated determination of significance (MDNS), or an environmental impact statement (EIS). To be eligible for funding, the planned action area should:

- Be within an urban growth area;
- Contain mixed use or residential development; and
- Encompass an area that is within one-half mile of a major transit stop³; or will be within one-half mile of a major transit stop no later than five years from the date of the designation of the planned action. Section 5 of RCW 43.21C.440 defines a major transit stop as a commuter rail stop, a stop on a rail or fixed guideway or transitway system, or a stop on a high capacity transportation service funded or expanded under chapter 81.104 RCW.⁴

For more information see <http://mrsc.org/Home/Explore-Topics/Planning/Land-Use-Administration/Planned-Action.aspx>

² See RCW 43.21C.420 (amended by E2SHB 1923, laws of 2019)

³ Defined in RCW 43.21C.440(5).

⁴ RCW 81.104 authorizes specific sources of funding. If the major transit stop does not meet the other descriptions, refer to this section of statute for a section that authorizes the funding for the transportation serving the “major transit stop.”

h) Adopt an infill exemption under RCW 43.21C.229 for residential or mixed-use development

This section allows for exemptions from SEPA evaluation if the city or county's applicable comprehensive plan was previously subjected to environmental analysis and if the local government considers the specific probable adverse environmental impacts of the proposed action and determines they are adequately addressed by the development regulations or other requirements.

Such an exemption categorically exempts government action related to development proposed to fill in an urban growth area, where current density and intensity of use in the area is lower than called for in the goals and policies of the applicable comprehensive plan and the development is either (i) Residential development, (ii) Mixed-use development, or (iii) Commercial development up to 65,000 square feet, excluding retail development. It does not exempt government action related to development that is inconsistent with the applicable comprehensive plan or would exceed the density or intensity of use called for in the comprehensive plan.

Guidance on infill development is available from the Department of Ecology's SEPA Guidance website at <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance> and look for the link to the 2017 SEPA Handbook.

i) Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code;

The purpose of a form-based code is to control the size and bulk of buildings, instead of regulating by the number of units. This can help a local government encourage development that meets the desired community character, but encourages a greater number of units of a given parcel, as the number of units are not restricted. For more information see mrsc.org/Home/Explore-Topics/Planning/Development-Types-and-Land-Uses/Form-Based-Codes.

j) Authorize a duplex on each corner lot within all zoning districts that permit single-family residences.

A duplex on a corner lot can have the advantage of looking like a single-family housing unit with a front-facing door on each corner. This approach can add density in single-family areas without appearing to add a traditional duplex, but provides the benefit of additional smaller units which can be more affordable.

- k) Allow for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter 58.17 RCW;***

RCW 58.17.020(6) defines a short subdivision as "the division or re-division of land into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership. However, the legislative authority of any city or town may by local ordinance increase the number of lots, tracts, or parcels to be regulated as short subdivisions to a maximum of nine. This applies in all cities and for counties within urban growth areas. By increasing the number of lots in short plat, more development may be permitted by the quicker short plat process, which can be processed administratively, rather than the longer subdivision process, which generally requires approval of the legislative body. Local governments may also wish to review RCW 58.17.100 which allows for delegation of final plat approval to the planning commission or staff rather than going back to council.

- l) Authorize a minimum net density of six dwelling units per acre in all residential zones, where the residential development capacity will increase within the city.***

This option is applicable where net density in residential zones is less than six dwelling units per acre. Net density is the gross acreage minus public right of ways, divided by the number of units. Where areas are encumbered by critical areas, clustering can help achieve the target density.

2. Cities may adopt a Housing Action Plan

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;***

Data should document the type and age of housing within the community, and the demographics of the households within the communities. It should look across income segments and identify how many households in each income segment are paying more than 30 percent of their income for housing costs. The analysis should also project population demographics and income levels for the planning period and identify the types and densities of housing that are needed for housing suitable and affordable for all demographic and economic segments. This analysis should specifically consider multifamily and attached housing types. For more information see WAC 365-196-410.

(b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;

Data gathered in the previous section should point to the types of housing that should be allowed by local zoning, and the types of incentives and regulations that will be needed to encourage the development of appropriate housing affordable to all income segments of the community. Trade-offs in parking requirements, setbacks, and open space considerations may be reviewed as they affect the yield in housing. Strategies to encourage and support the development of subsidized housing, such as fee waivers and free land should be considered, along with options for creating more housing. For a full menu of strategies, see www.ezview.wa.gov (Affordable Housing Planning Resources). Policy actions can be evaluated on the whether they are short term, or long term, how effective they are, or whether they have a fiscal impact.

(c) Analyze population and employment trends, with documentation of projections;

Population analysis should consider the city's portion of the countywide population allocation projected over the 20-year planning period, along with regional population trends. Employment trends should look at the jobs in the region, along with the income levels of the jobs, and may consider the jobs/housing balance in the community. This analysis should be considered with the analysis of housing needs in part (a) of this section.

(d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;

Economic displacement occurs where low-income residents are forced out of traditional low-cost areas as redevelopment occurs and rents rise. Strategies to minimize displacement include preserving existing affordable housing, encouraging greater housing development, including, but not limited to affordable housing (so more housing is available for all income segments), using collective ownership of housing, engaging existing residents in identifying strategies, and taking a broader look using regional rather than localized strategies. For more information consider US Department of Housing and Urban Development (HUD) resources such as: www.huduser.gov/portal/sites/default/files/pdf/DisplacementReport.pdf

(e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;

The housing element of the comprehensive plan should be evaluated for how well development is implementing policies, specifically whether the community is on track to accommodate the portion of the countywide population allocated to the community within the planning period, and whether the housing types are affordable to all economic segments. If these metrics are not met, new comprehensive plan policies should be proposed to support

zoning that allow the size and types of housing that can be affordable to most economic segments of the population. Policies may also encourage or incentivize the development of subsidized affordable housing. Action strategies or housing metrics can help the plan stay on track over time.

(f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and

Broad participation from all parts of the community can help to understand and communicate the housing need. Members of the public can provide information and perspective on how the community can meet the state requirements to plan for housing affordable to all economic segments.

(g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.

The housing action plan should cumulate in a broad array of potential programs and actions that the jurisdiction has committed to pursue, or can partner with other organizations to implement. The actions should include an update to policies in the comprehensive plan, along with actions to update regulations to implement selected strategies. The schedule should include a timeline for actions and funding, if required to implement the plan.

Actions protected from appeal

If adopted between July 28, 2019, and April 1, 2021, ordinances, amendments to development regulations, and other nonproject actions taken by a city are not subject to administrative or judicial appeal under the State Environmental Policy Act (SEPA).⁵ This excludes the adoption of a sub-area plan adopted pursuant to RCW 43.21C.420.

In addition, any action taken by a city prior to April 1, 2021 to amend their comprehensive plan, or adopt or amend ordinances or development regulations to enact any of the twelve actions to increase residential building capacity is not subject to appeal to the Growth Management Hearings Boards.⁶

⁵ RCW 36.70A.600 (3)

⁶ RCW 36.70A.600 (4)

COLLECTED QUESTIONS ABOUT THIS GRANT OPPORTUNITY

1. What level of detail is Commerce seeking in the grant application for the scope of the proposed project(s)?

The application need not provide a step-by-step level of detail, but should clearly outline the steps proposed for each action, and should include grant milestones and deliverables. For example, you would not include each task in detail, but identify when key tasks are to be completed. The application should have enough detail to allow evaluators to get a good sense of the steps and timing of the selected project. The scope of work should also be clear and complete enough to become the contract scope of work. Also please consider the application instructions regarding page limit.

2. If awarded, would the Scope or Work and/or Budget be amendable? Would Commerce want to approve changes to the schedule/scope?

The answer may depend on whether the grantee city is proposing to change or amend the overall project selection, for which it originally applied, or requesting to modify specific tasks, deliverables, or schedule/budget within the overall same project.

A city will be expected to remain committed to the project(s) outlined in the grant application, for which funding is awarded. As with any project, there is often a need to revisit the schedule and/or deliverable items, and amend these activities. Commerce would need to review and evaluate any proposed amendments, but the contract must be generally remain consistent with the original application and proposal.

3. For the grant application question regarding “Readiness to Proceed” (See Item #4a in the Grant Application), we won't have identified a consultant before funding is awarded. Should we identify possible consultants? Or just describe our RFP process?

Use of a third party consultant, and/or the specific details of the city's RFP or hiring process does not need to be addressed or identified in the grant application.

The Commerce grant contract terms provide a process for subcontracting and the general terms governing this process. Commerce grant terms do not involve review and approval of a specific subcontractor, however, contractors must inform Commerce of their intent to use a subcontractor, so that information about subcontractors can be collected. The city should follow its established procurement process to hire a subcontractor. These provisions may be viewed under the link to the Contract Terms on the GMS Grants webpage, under Section 15- Subcontracting, of the grant contract.

4. Does Commerce have any recommendations for the structure of an application for a regional housing plan? How should multiple local governments apply for the grant to allow a third party consultant to help with a portion of the work?

Commerce has no specific requirements for how to structure a application for a regional housing plan, however, grant agreements must be executed with an eligible city and not a third party consultant.

Commerce requires one separate application from each eligible jurisdiction when two or more collaborate as joint applicants and each adopt separate housing action plans. Each application should identify how goals, task and portions of the work will be undertaken and accomplished by the applicant. Each application should also identify if that city anticipates sub-grantees to be hired and how that subcontracting will be managed.

It could work to pool funds, and have one city administer a single contract for shared work with the sub-recipient, and ask for a larger share of the pooled funds. The other partner cities could request smaller amounts of funding stating that they wish those funds to go to a lead to hire the sub-recipient.

5. For question 4.c, do all three criteria apply for a housing action plan or just the last criteria?

Under the grant application instructions for Question 4c. "Potential to increase housing supply or provide regulatory streamlining," only the third listed criteria applies to housing action plans.

- *If pursuing a housing action plan, include a detailed statement discussing the general direction of this work, and what you hope to accomplish. Describe strategies for public involvement, policy work, or other features of the work that will help your jurisdiction move towards adoption of provisions for more dense and diverse levels of housing within your jurisdiction.*

6. For question 4.c, do both the criteria relating to how the application responds to the legislative direction in E2SHB 1923 apply for housing action plans?

Yes. Explain how your application responds to the legislative direction in E2SHB 1923 to:

- *Increase residential building capacity in areas that have supportive transportation and utility infrastructure, and are served with frequent transit service.*
- *Prioritize the creation of affordable, inclusive neighborhoods and to consider the risk of residential displacement, particularly in neighborhoods with communities at high risk of displacement.*

7. Can the adoption timeline be extended to June 30 and the receiving party provide a final report by the end of July?

No. The bill provides the date for adoption by April 1, 2021, for the twelve local actions listed under Section 1(1)(a)-(l):

“(6) A city with a population over twenty thousand that is planning to take at least two actions under subsection (1) of this section, and that action will occur between the effective date of this section and April 1, 2021, is eligible to apply to the department for planning grant assistance...” (RCW 36.70A.600(6))

A Housing Action Plan may be adopted after April 1, 2021, but must be submitted by June 15, 2021, the deadline established by Commerce in order to complete the grant closeout process by June 30, 2021, the end of the state fiscal year.

8. Is amending an existing subarea plan (not working on a brand new subarea plan) acceptable under section f , Adopt a subarea plan pursuant to RCW 43.21C.420?

First, if you are a city with just a few key focus areas, it is very likely that you may have an existing subarea plan. The legislation does not say that it needs to be a subarea plan for a brand new area. However, the application should be clear how your project fits within the criteria of RCW 43.21C.420(1), demonstrating how your subarea is either:

- (a) *Designated as mixed-use or urban center in a land use or transportation plan adopted by a regional transportation planning organization; or*
- (b) *Within one-half mile of a major transit stop that are zoned to have an average minimum density of fifteen dwelling units or more per gross acre.⁷*

To be eligible for funding, the proposed update to the subarea plan should represent a significant improvement to meet the goals of E2SHB 1923. The application should be clear about when the last subarea plan was done, what changes or new opportunities make it timely for a new plan, and how this is going to increase residential building capacity and streamline development. Is there new transit service? Has the housing market changed? Are you considering expanding the subarea area, or having a significant focus on housing affordability? Can you add in other components such as form-based code or other incentives to encourage more housing and more affordable forms of housing within the subarea? The application should provide a clear justification why this project is going to be a good investment in meeting the goals of the grant program.

9. Is the HAP considered to be a GMA document, and thus needs to be timed with our comprehensive plan docket cycle? Or are we able to adopt it outside of that process?

⁷ Section 3 of RCW 43.21C.420 defines a major transit stop.

A housing action plan (HAP) is not considered an element of the comprehensive plan, and would not have to be timed with the docket. In order to meet contract timelines, the HAP must be adopted before it is due to Commerce on June 15, 2021. Commerce recommends submitting drafts of components of housing action plans as grant deliverables throughout the term of the project, and the full draft housing action plan at least two months before the end of the contract.

10. How much detail are you expecting in the survey comment boxes for code citations. Is there a word or letter count that we need to comply with?

Title and section citations of the city code are sufficient. We are looking for enough information to find the applicable section of your city code. Survey Monkey sets a limit of 100 characters for a single line of text.

11. What was the effective date of HB 1923?

July 28, 2019. A city may start documenting expenses on specific tasks from the effective date of the bill. This may be billed only if a grant is awarded. Billing may occur only after there is a signed contract, which we expect to occur in November 2019.

12. How long will a city have to spend its funds once awarded? When are the start and end dates?

RCW 36.70A.600(6) states that funding may be provided in advance of, and to support adoption of policies or ordinances consistent with this section. A city may start documenting expenses on specific tasks from the effective date of the bill. This may be billed only if a grant is awarded. Billing may occur only after there is a signed contract. The end of the contract period will be June 30, 2021, however, eligible actions must be taken (adopted) by April 1, 2021 to receive full funding, and all deliverables must be submitted by June 15, 2021.

13. May another organization apply on behalf of an eligible city (or cities) for work under E2SHB 1923?

No. A third party organization, such as a non-profit or consulting group, may help to develop the application. However, the application would need to have a signed letter from the Mayor of each jurisdiction committing to the work, with the understanding that the city would be the grantee. Commerce would then execute a contract with each city receiving funding, and the third party may be contracted by one or more of the cities to do contract work for multiple jurisdictions.

14. May a city apply for both a housing activities listed in RCW 36.70A.600(1) and a housing action plan?.

As this is the third round of funding, and only \$1 million is available, Commerce recommends a city choose one or the other option, or a combination for a maximum ask of \$100,000, (or \$50,000 if a smaller city) demonstrating the level of effort required for each action, unless they can make a case for extraordinary potential.

15. What sort of documentation might you be looking for to support an application for a grant that exceeds \$100,000?

An eligible city may request more than \$100,000 for applications that demonstrate “*extraordinary potential to increase housing supply or regulatory streamlining,*” such as the following:

- A single jurisdiction proposing at least two of the activities and explaining how these actions demonstrate extraordinary potential to increase housing supply or regulatory streamlining (does not include a housing action plan).
- Transit corridor planning with multiple jurisdictions and tribes, if applicable. Documentation would include the expected extraordinary increase in capacity or streamlining from working together.
- Housing action plans that cross multiple jurisdictions, and are coordinators for consistency. Documentation would include the expected extraordinary outcomes as a result of working together.
- Jurisdictions eligible for the first round of funding may apply with ineligible jurisdictions for activities such as regional housing action plans or subarea plans that may cross jurisdictional boundaries, including into unincorporated UGAs. However, funding for ineligible partners may be available at a significantly lower amounts than eligible jurisdictions.

Examples of documentation may include the following:

If city proposes to adopt actions to increase capacity, it may provide a rough estimate of number of additional units that may be produced over the 20-year period as a result of these actions, including the assumptions used in the estimate, and how these numbers are extraordinary, compared to existing plans and regulations, or to other similar jurisdictions.

If a city proposes permit streamlining, documentation may include an estimate of the number and percentage of units that the proposed tool(s) may potentially streamline within the jurisdiction, and how this might be extraordinary compared to normal course of business or other similar jurisdictions.

16. Is it still \$100,000 limit if a city applies with an adjacent jurisdiction?

For two or more eligible cities working on a joint project, they may each submit an application, referencing the work with the other jurisdiction(s).

17. RCW 36.70A.600(6) says that an eligible jurisdiction must be “planning to take at least two actions...between the effective date of this section and April 1, 2021...” That states an intent. If we were to apply for a grant with the intent of completing that work and moving the ordinance to city council for action prior to 4/21 but the political process pushes the adoption beyond that date, does this imply that the city has to pay the state back?

No, we do not anticipate providing an advance that would need to be paid back, but rather, the grant is structured as a performance-based contract, with a scope of work, milestones, and deliverables completed in order to receive payments, including the final deliverable(s). The contract end date will coincide with the end of the state fiscal year, June 30, 2021. Therefore, final payment, as a percentage of the overall grant award, will be contingent on submittal of any adopted actions as final deliverables. The final amount will be 30 percent of the total grant award.

18. Once the grant money is received, can it be used for any action to do with the adoption of these regulations?

The contract will include a work plan identifying the tasks that would be covered by the grant, such as any actions required to develop and adopt the regulations / housing action plan. This could be hiring consultants, paying for staff, or public consultation, consistent with state spending guidelines. It may not be used for implementation activities on adopted items.

19. If we have already started an eligible activity, can we use the funds to complete the activity within the grant timeline?

Yes, however, the application should clearly document progress to date and detail the tasks that will be carried out using grant funds. If most of the activity is already complete, it may not qualify as one of the two actions required under the bill. In this case, at least two additional activities would be needed to qualify for grant funding.

20. One of the actions identified under the bill includes a Housing Action Plan. May grant funds be utilized for a “Housing Assessment Study”?

Yes, you could apply for this as part of the grant, but it should be part of a much larger package of actions. A “Housing Assessment study” appears to be just the first of seven components of

housing action plan defined in the bill. The legislature provided up to \$100,000 for a full housing action plan.

21. The bill seems a little unclear as to what are the specific expectations and requirements to be considered an acceptable “Housing Action Plan”. Is it possible to see a “model” “Housing Action Plan” to better understand the specific requirements of what constitutes a “Housing Action Plan”.

The bill lists a number of steps which must be completed, and best practices suggest a few other steps. Housing action plans must include all elements in the bill to be eligible for funding. Commerce does not have a model housing action plan at this time. However, many Washington jurisdictions have already adopted housing strategies, such as Tacoma’s [Affordable Housing Action Strategy](#) and Wenatchee [Our Valley Our Future](#) action plan, which were considered as models when the bill was adopted. The 2020 grant application includes a detailed scope of work that applicants may use.

22. Questions on RCW 36.70A.600(1)(a and b) We exceed this amount of acreage in this zoning category with transit – is this for additional acreage?

The language in the bill says 500 acres in one or more areas for larger jurisdictions.

- If you already have a 500-acre sub-area that meets the density and transit frequency in the bill, then you have already completed this option, unless the work will enable additional housing capacity.
- You may do additional planning for an already-designated 500-acre sub-area to meet the density criteria in the bill.
- If the transit service does not currently meet the “high quality transit definition, (*bus service at least four times per hour, at least 12 hours per day*), then this is not a project that is eligible for funding.

23. Does the requirement that the subarea be within one-half mile of a transit stop mean that the subarea plan must include all of the area within one-half mile of the transit stop, or could a subset of the half-mile area be considered? We read the language to mean that the subarea itself must be within one-half mile of the stop, but that the subarea could be smaller in size than the half-mile radius. (Our subarea would be centered on the station but would not extend an entire half-mile in every direction—particularly as a large wetland, zoned for resource protection, is nearby.)

Our guidance on subarea planning choices under RCW 36.70A.600 (1a. or b.) recognizes that natural features are going to affect subarea planning, and that planning may be along a transit corridor, more than in a simple circle. However, the planning area should include everything within the ½ mile / 10-minute walkshed of the transit stop, and naturally, will identify things like a wetland complex that would be incompatible with higher density development.

- 24. Could the subarea plan consider transportation connections to areas outside of the specific subarea? We would like to do comprehensive planning in the area around the station, but could also use assistance in formulating a more generalized plan to connect the subarea to other parts of the city (through future road connections, identification of possible pedestrian/bicycle paths, etc.)**

The intent of the bill was to catalyze residential building capacity. While projects to connect more areas to the BRT stations are a great idea, unless the project will increase residential building capacity, that portion is unlikely to be eligible for funding under this grant. If increased residential capacity results in the need for additional transportation planning, that may be eligible for funding.

- 25. Item 1(d) – how is “cluster zoning” and “lot size averaging” defined in an urban definition?**

The intent appears to be to remove or reduce the minimum lot size so that a greater variety of lot sizes and housing types could be constructed on a given parcel within an urban growth area, ultimately increasing capacity.

- 26. We recently adopted an ADU ordinance that meets the criteria in HB 1923. There is much work yet to do in implementing that ordinance to encourage and support ADU development in the city. Would that be a category of work that would be eligible for the grant?**

The language of the bill states that jurisdictions must “take action” to be eligible for the funding. If the ordinance is already adopted, actions beyond that to directly implement the ordinance, such as creating guidance materials and developing new procedures are likely to be eligible activities, however, marketing materials would not likely be an eligible expense. In order to receive funding, implementation activities would need to be clearly outlined in the proposed work program.

- 27. For option 1.i., would a hybrid form/use based code qualify for funding?**

Most form-based codes have some limits on use. A hybrid form-based code that sets some limits on use would very likely qualify for funding under the grant.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Resolution Declaring The Opposition Of The City To The Puget Sound Clean Air Agency (PSCAA) Draft Rule Establishing Carbon Fuel Standards.	Recommending Committee:	AB#20-11	Study Session	Regular Meeting
			1/15/2020	1/29/2020
	Department:	Mayor		
	Date Submitted:	January 24, 2020		
Cost of Item:				
Amount Budgeted:				
Unexpended Balance:				
Bars #:				
Timeline:	ASAP			
Submitted By:	Mayor			
Fiscal Note:				
Attachments: Resolution No. 2020-02				
SUMMARY STATEMENT:				
<p>In October, the Puget Sound Clean Air Agency (PSCAA) released a draft rule that would impose restrictions on carbon intensity in transportation fuels sold in the counties of Pierce, King, Snohomish, and Kitsap. The draft rule creates and requires producers, importers and distributors of transportation fuels in the four-county region to participate in a carbon intensity credit and deficit market, requiring the purchase of credits from the market. PSCAA hired a consulting firm (ICF) to analyze the economic impacts of its draft rule. The analysis projects the draft rule may result in a \$0.22 to \$0.57 per gallon increase in gasoline fuel prices and a \$0.24 to \$0.63 per gallon increase in diesel fuel prices in the four-county region. The analysis projects that Pierce County will experience reduced job growth each year through at least 2030, while the other three counties in the region are projected to see increased job growth. Further, the analysis also projects that the economic output of Pierce County will be reduced by as much as \$327.9 million through 2030.</p> <p>The City of Orting has made it a high priority to retain and grow family wage jobs locally and to reduce the need for its residents to commute outside of Pierce County for employment. The draft rule will further exacerbate the existing imbalance in jobs and housing through local job loss and will increase the cost burden on residents who have no choice but to commute to jobs in other counties.</p> <p>The Pierce County Council adopted a Resolution in opposition to the draft rule, and by this Resolution the City Council would likewise register its opposition with the PSCAA.</p>				
RECOMMENDED ACTION: Adopt Resolution No. 2020-02, Declaring The Opposition Of The City To The Puget Sound Clean Air Agency (PSCAA) Draft Rule Establishing Carbon Fuel Standards.				

**CITY OF ORTING
WASHINGTON**

RESOLUTION NO. 2020-02

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING THE OPPOSITION OF THE
CITY TO THE PUGET SOUND CLEAN AIR AGENCY
(PSCAA) DRAFT RULE ESTABLISHING CARBON FUEL
STANDARDS.**

WHEREAS, the City of Orting is included within the boundaries of the PSCAA; and

WHEREAS, the PSCAA released a draft rule on October 9, 2019, that would impose restrictions on carbon intensity in transportation fuels sold in the counties of Pierce, King, Snohomish and Kitsap; and

WHEREAS, the draft rule creates and requires producers, importers and distributors of transportation fuels in the four-county region to participate in a carbon intensity credit and deficit market; and

WHEREAS, the draft rule creates and requires producers, importers and distributors of transportation fuels in the four-county region to participate in a carbon intensity credit and deficit market; and

WHEREAS, the agency contracted with a consulting firm to analyze the economic impacts of its draft rule; and

WHEREAS, the analysis projects the draft rule may result in a \$0.22 to \$0.57 per gallon increase in gasoline fuel prices and a \$0.24 to \$0.63 per gallon increase in diesel fuel prices in the four-county region; and

WHEREAS, the estimated increases in fuel prices resulting from the draft rule are approximately 2 to 4 times greater than the 2015 gas tax increase but do not provide any infrastructure funding for roads, bridges, or transit; and

WHEREAS, the analysis projects that Pierce County will experience reduced job growth each year through at least 2030, while the other three counties in the region are projected to see increased job growth; and

WHEREAS, the analysis also projects that the economic output of Pierce County will be reduced by as much as \$327.9 million through 2030; and

WHEREAS, relative to the four-county region and Washington State as a whole, the analysis indicates that the proposed rule disproportionately impacts Pierce County with Pierce

County suffering a much greater job loss and a much greater reduction in economic output than other areas of the region and State; and

WHEREAS, the City of Orting has been working to increase local jobs and reduce an existing jobs-housing imbalance in the region to improve our residents' quality of life; and

WHEREAS, the draft rule may further worsen the jobs-housing balance by reducing the creation of jobs in Pierce County while increasing job creation in other counties, potentially resulting in more people who commute to other counties to work; and

WHEREAS, the price impacts resulting from the draft rule will disproportionately affect Pierce County residents who work in King County but are unable to afford housing costs there, and have few mass transit options; and

WHEREAS, the key Pierce County economic clusters of aerospace, trade, logistics, manufacturing & military will be impacted because the draft rule assumes transportation will shift to electric vehicles, yet no viable options for electrifying commercial vehicle fleets currently exist; and

WHEREAS, the economic impact analysis for the draft rule estimates that in the year 2030, the human health benefits of the rule will be between 1 and 6 avoided all-cause mortalities cases per year due to changes in PM_{2.5} levels in the four-county region. The analysis identifies a number of limitations and uncertainties associated with the estimate and does not provide an estimate of avoided all-cause mortality cases at the county level; and

WHEREAS, on November 8, 2016, 62.94% of Pierce County voters rejected a state-wide carbon tax presented as Initiative 1-732; and

WHEREAS, on November 6, 2018, 62.87% of Pierce County voters rejected a state-wide carbon tax presented as Initiative I-1631; and

WHEREAS, PSCAA's proposed draft rule is essentially a carbon tax and is potentially even more harmful to the City of Orting than a statewide carbon tax due to economic leakage to other counties that would not be subject to the tax; and

WHEREAS, from the year 2000 through 2015 carbon emissions in Washington declined by 9% largely through the use of incentives as opposed to regulation, an approach that has proven effective; and

WHEREAS, while the City of Orting is supportive of efforts to reduce greenhouse gas emissions, the cost and economic impacts of such efforts must be shared equally across the State of Washington so as to not economically disadvantage cities like Orting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING AS FOLLOWS:

Section 1. The Orting City Council declares its opposition to the PSCAA draft Clean Fuel Standard released October 9, 2019, which creates a fuel standard which imposes additional requirements and costs on fuel producers, distributors and importers. The Council's opposition is based in part upon the following findings:

1. PSCAA projections which indicate that the draft rule could increase gasoline prices by \$0.22 to \$0.57 per gallon and diesel prices by \$0.24 to \$0.63 per gallon, resulting in higher costs for families, businesses, and industries in Pierce County and the four-county region.
2. PSCAA projections indicating that the draft rule could result in a loss of economic productivity in Pierce County each year through at least 2030, with the loss estimated to reach \$327.9 million by 2030.
3. PSCAA projections which indicate that the draft rule could result in reduced job creation in Pierce County each year through at least 2030, with the job loss estimated to reach 855 jobs by 2030.
4. PSCAA projections which indicate that Pierce County will bear a disproportionately high percentage of the impacts associated with the draft rule. Of the four counties that would be subject to the rule, Pierce County would bear almost all of the loss of jobs and economic productivity. Relative to Washington State as a whole, Pierce County would bear more than 87% of the projected \$374.4 million of lost economic productivity statewide through the year 2030.
5. The City of Orting has made it a high priority to retain and grow family wage jobs locally and to reduce the need for its residents to commute outside of Pierce County for employment. The draft rule will further exacerbate the existing imbalance in jobs and housing through local job loss and will increase the cost burden on residents who have no choice but to commute to jobs in other counties.
6. Pierce County voters have expressed opposition to implementation of a carbon tax, with 62.94% of Pierce County voters rejecting Initiative I-732 in 2016 and 62.87% of Pierce County voters rejecting Initiative I-1631 in 2018. PSCAA's proposed four-county fuel standard is essentially a carbon tax and is potentially even more harmful to the City of Orting than a statewide carbon tax due to economic leakage to other counties that would not be subject to the tax.
7. The draft rule is likely less cost effective than other approaches to carbon reduction. For example, the State of Washington recently announced a \$2.32 million grant to the Intalco Aluminum plant in Ferndale to improve the efficiency of its production, reducing more than 750,000 tons (680,000 metric tons) of CO₂ per year. Intalco will match the amount, bringing the total investment to \$4.6 million. This amounts to \$3.42 from the state for each metric ton of CO₂ avoided, and \$6.84 in total for each metric ton of CO₂ avoided. In contrast, the estimated cost per metric ton of CO₂ avoided

under the draft rule may be as high as \$180.00, which is more than 26 times more expensive than the Intalco example cited

Section 2. The Orting City Council declares that public policy regarding clean fuels is of state-wide concern and should be discussed and debated at a state level rather than a local level and that any costs associated with such policy should be shared state-wide. Accordingly, the Council requests that the PSCAA take no action to adopt the draft Clean Fuel Standard and instead transmit the Agency's findings to the State legislature for its consideration as part of a future comprehensive state-wide policy.

Section 3. The Clerk is hereby authorized to transmit a copy of this Resolution to the PSCAA upon its adoption.

Section 4. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/subsection numbers and any references thereto.

Section 5. This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 29th DAY OF JANUARY, 2020.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

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



**City Of Orting
Council Agenda Summary Sheet**

Subject: Ordinance Setting Annual Vehicle License Fees at \$0, in conformance with I-976	Recommending Committee:	AB#20-12	Study Session	Regular Meeting
	N/A		1/15/2020	1/29/2020
	Department:	Mayor		
	Date Submitted:	January 24, 2020		

Cost of Item:	
Amount Budgeted:	
Unexpended Balance:	
Bars #:	
Timeline:	ASAP
Submitted By:	Mayor

Fiscal Note: By this Ordinance, the City would no longer charge the \$20 vehicle license fee for eligible vehicles, collected by the Department of Licensing. The City currently receives approximately \$147,000 per year in vehicle license fees.

Attachments: Ordinance No. 2020-1058

SUMMARY STATEMENT:

The City of Orting Transportation Benefit District was established in November 2011 to collect an annual vehicle license fee and to use the funds collected for the purpose of preserving, maintaining, operating, constructing, or reconstructing the transportation infrastructure of the City of Orting and funding transportation improvement projects within the City. At the time of its formation, the fee was set at \$20, and was/is collected by the Washington Department of Licensing (DOL) on qualifying vehicles. In 2015, the City of Orting assumed the rights, powers, immunities, functions, and obligations of the Orting Transportation Benefit District, and began collecting the fee and utilizing the funds for the same purposes. The City collected approximately \$120,000 to \$147,000 per year in vehicle license fees, to fund the aforementioned work and projects.

In November 2019, the voters of Pierce County voted by a majority of 65.75% in favor of Initiative Measure No. 976, which repealed the authority vested in the Orting (by RCW 82.80.140) to collect the annual vehicle license fee. That Initiative was set to go into effect on December 5, 2019, but prior to that date a number of cities and counties in Washington sought and obtained an injunction from the King County Superior Court, staying the implementation of Initiative Measure No. 976 statewide until the courts rule as to whether the Initiative is constitutional. That litigation is currently ongoing, and while the stay remains in effect, DOL continues to collect vehicle license fees for the City and other agencies in Washington.

By this Ordinance, the City Council would set the vehicle license fee for the City at \$0, and instruct DOL to immediately cease collecting fees from qualifying vehicles in Orting. This Ordinance reflects the Mayor and City Council’s desire to honor the direction from the majority of voters by refraining from collecting this fee.

Note: DOL has indicated that its internal process to implement a collection rate change can take approximately 3-6 months, meaning qualifying vehicles may continue to be charged until DOL is able to implement this Ordinance.

RECOMMENDED ACTION: To hold a first reading of Ordinance No. 2020-1058, Setting the Annual Vehicle Fee at \$0 (Zero Dollars), and direct the Clerk to set a public hearing and second reading of this Ordinance for February 12, 2020.

RECOMMENDED FUTURE ACTION: To Adopt Ordinance No. 2020-1058, Setting the Annual Vehicle Fee at \$0 (Zero Dollars).

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2020-1058

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO ANNUAL VEHICLE
LICENSE FEE; SETTING THE ANNUAL VEHICLE FEE AT
\$0 (ZERO DOLLARS); PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

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

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

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

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

WHEREAS, in November 2019, the voters of Pierce County voted by a majority of 65.75% in favor of Initiative Measure No. 976, which repealed RCW 82.80.140 and thereby repealing the authority vested in the Orting to collect the annual vehicle license fee; and

WHEREAS, Initiative Measure No. 976 was set to go into effect on December 5, 2019, but prior to that date a number of cities and counties in Washington sought and obtained an injunction from the Court, staying the implementation of Initiative Measure No. 976 until the courts rule as to whether the Initiative is constitutional; and

WHEREAS, on December 4, 2019, the Washington State Supreme Court upheld the stay and denied a motion by the Attorney General to honor the will of the voters and allow the law to be implemented; and

WHEREAS, while the injunction is in place, the Washington Department of Licensing continues to collect vehicle licensing fees from the citizens of Orting; and

WHEREAS, the Mayor and City Council of Orting desire to honor the direction from the majority of voters, by setting the collection rate for the Orting's annual vehicle license fee at \$0; and

WHEREAS, as a result, some projects on the City's Transportation Improvement Plan that are funded in part or in full by the annual vehicle license fee are suspended; and

WHEREAS, the City Council may elect to amend the rate in the future, depending upon the outcome of the litigation surrounding Initiative Measure No. 976; and [A1]

WHEREAS, on February 12, 2020, the City Council held a duly noticed public hearing at its regularly scheduled meeting to hear public comment on this Ordinance; and

WHEREAS, the City Council finds that it is in the best interests of the City to set the annual vehicle fee in the amount of \$0 (zero dollars), consistent with Chapter 36.73 RCW;

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

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

Section 2. Amendment of Annual Vehicle Fee. The annual vehicle fee established for the City of Orting and collected by the Washington Department of Licensing on qualifying vehicles, consistent with Ch. 36.73 RCW, is hereby amended to a charge in the amount of \$0 (zero dollars).

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

Section 4. Ratification. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including but not limited to the correction of

clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2020

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk,CMC

Approved as to form:

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

Filed with the City Clerk: 1.24.20
Passed by the City Council:
Ordinance No. 2020-1058
Date of Publication:
Effective Date:



CITY OF ORTING

110 TRAIN ST SE, PO BOX 489, ORTING WA 98360

Phone: (360) 893-2219 FAX: (360) 893-6809

www.cityoforting.org

December 4th, 2019

Memo: Initiative 976 and the proposed reduction of Orting Car-Tab Fees from \$20 to \$0

Dear Orting City Council

In a local social media forum, someone recently referred to the whole idea of Initiative-976 as a “*nuclear strike from orbit.*” To date, I haven’t seen a more succinct summary of the issue than this. It certainly obliterated its target, ST3, and the opaque and onerous car-tab fees that became its notable trademark. But in using a such a broad tool to take out ST3 tab fees, there was a lot of collateral damage for local projects entirely unrelated to Sound Transit or its questionable approaches.

As you know, I-976 was a visceral reaction of voters to the idea of car-tab taxes. Here in Pierce County, as well as Snohomish, and King County, the issue was primarily a referendum on Sound Transit.

The “why” of the overwhelming rejection of the car tabs associated with ST3 is pretty clear. Voters felt deceived, ignored, un-represented, and otherwise unfairly taxed. As responsible budgeters, and as Transportation Benefits District (TBD) Board Members, you know the “what” of 976 was more than merely eliminating the burdensome Sound Transit car-tab taxes. I-976 also repealed all Transportation Benefits District funds.

I am confident that most voters didn’t know that TBD funds were a part of the I-976 issue, beyond the fact that it was one more layer of taxes that sat on top of the arbitrary \$30 fee. There was no way to make that distinction clear either, mainly due to the full-throttle assault on inflated value car-tabs from ST3. Nevertheless, we are where we are – in a very uncertain place.

For the past eight years (11/30/2011), Orting has collected a TBD fee of \$20. The \$20 went 100% to resurfacing aging streets, and in recent years to replacement and improvements of non-motorized transportation and sidewalks. Under the supervision of the TBD and planning of our public works team and council committee, I would proudly put our road maintenance up against any other city in the state. Moreover, I would also point out that thanks to the TBD, our plans to modernize our aging and in some places, failing sidewalk infrastructure, have been moving forward at an accelerating pace in the last two years. The improvements to this infrastructure, ties-in closely with our focus on improvements to make our City more accessible to all abilities and ages. Lastly, the City has been building a dedicated line item for Kansas street rehabilitation using TBD funds. Without our TBD, we have absolutely *no way* to further raise funds, locally, for road projects like Kansas St.

“Small Town – Big View”

Our loss of TBD funds impacts a lot of different areas within our local transportation infrastructure maintenance and modernization. In practical reality, without a viable TBD, we have very little ability to do any road maintenance, absent outside funding from the state – which might best be characterized as capricious. Depending on what’s on the ballot, how it’s been voted, or even who’s in office, state transportation funds that get doled out to local projects are rife with bureaucracy and can be held up for any number of unforeseeable reasons.

Note: We’re not the only city in this situation. I suspect that the [>100 other cities with TBD’s](#) are also scrambling to figure out the future of local transportation funding.

<http://mrsc.org/Home/Explore-Topics/Governance/Forms-of-Government-and-Organization/Special-Purpose-Districts-in-Washington/TBD-List-Map.aspx>

You will recall that in the November study session that after seeing the results of the election, my team brought you our plan for TBD funds currently on hand; rather than implement the project list for this upcoming year (which would now expend our final TBD funds) we sought your authorization to place those projects on freeze, and utilize the fund balance for emergency repairs until the local (city) transportation funding issues get addressed. We anticipate(d) it is likely that this new funding scenario will remain unclear for up to a couple of years.

I am asking the Orting City Council to take one further step in light of the results of I-976.

Although the TBD funds are de-authorized under I-976, the injunction granted to the plaintiffs in the recent lawsuit in King County, directed that those funds will still be collected. If the plaintiffs are ultimately successful in overturning I-976, those funds could be used in the projects they were intended. Meaning in the Sound Transit district, to pay back bonds and whatnot. In cities like ours, we would use the funds collected between now and that potential outcome for the transportation projects we’d planned to use them for in the first place (resurfacing roads, repairs, sidewalks, Kansas St replacement).

Alternatively, if the lawsuit fails and the initiative is found to be lawful, the collected funds would need to be refunded to the taxpayers. As a leader, I am grappling with the ramifications of possibly having to return collected funds and the process and work that will need to be done to accomplish that. I am also seeking to find the *correct* path, morally and philosophically, for collecting a tax that has been overwhelmingly rejected by the public. Therefore, I am asking the question now, should we continue to collect these funds?

It’s my opinion that we should *not* collect the \$20 car-tab fees in Orting while this issue works its way through the State Supreme Court and other legal challenges. If the council agreed, by a majority, an ordinance would need to be passed, reducing our current \$20 fee to \$0.

If the council feels nothing should be done at this time. We will continue to collect the funds, but hold them in a select reserve account, if they need to be returned via refund to tax-payers. **In my opinion, this alternative is not in keeping with the spirit of the new law, nor is it respectful of the desire stated by voters.**

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We may likely be the first, or among the first, or only cities to take this approach. But, I believe it's the correct approach. **I'd rather not collect taxes that are we are not authorized to by citizens.** This philosophy is potentially disagreeable, and you may, in fact, disagree. If you don't disagree, others outside of Orting likely will. I'm ok with that.

I'm hoping that when you return from the Holiday break, you will join me in my desire to relieve Orting taxpayers of our portion of the car-tab fees they have told us they do not wish to pay at this time. I also hope that in whatever way this works itself out, that in the future, we will once again have the ability to utilize *local* funds on *local* transportation projects.

In Sincerity,

Joshua Penner, Mayor
City of Orting
penner@cityoforting.org



**City Of Orting
Council Agenda Summary Sheet**

Subject: Purchase of Real Property- Resolution No. 2020-03	Recommending Committee:	AB#-20-13	Study Session	Regular Meeting
				1/29/2020
	Department:	Mayor/City Administrator		
	Date Submitted:	January 23, 2020		

Cost of Item:	<u>\$300,000.00</u>
Amount Budgeted:	<u>\$450,000.00</u>
Unexpended Balance:	<u>\$150,000.00</u>
Bars #:	320-595-20-60-01
Timeline:	ASAP
Submitted By:	City Administrator

Fiscal Note: The city has the funds on hand to effectuate this purchase. Once the property is purchased, there is a condition in the Purchase & Sale Agreement that we will lease back the property to the current owner for \$1,200 per month.

Attachments: Resolution NO 2020-03, Purchase and Sale Agreement; Addendum

SUMMARY STATEMENT:
 The City’s Transportation Improvement Plan, previously adopted by the City Council, calls for extending Whitehawk Boulevard to the intersection of Calistoga Street W and Kansas Street SW. The City has the opportunity to purchase real property for right of way to effectuate those improvements. By this motion, the City Council would authorize the Mayor to enter into a Purchase and Sale Agreement to purchase of Pierce County Tax Parcel No. 6830000030, for a municipal purpose. The sale is contingent on approval by the City Council, and the purchase price is supported by an appraisal performed by an appraiser approved by the Washington State Department of Transportation (WSDOT), and confirmed by a review appraiser approved of by WSDOT.

RECOMMENDED ACTION: To Approve Resolution No. 2020-03, A Resolution Of The City Of Orting, Washington, Authorizing A Purchase And Sale Agreement For Real Property Identified As Pierce County Tax Parcel No. 683000-0030 In The Amount Of \$300,000; and Authorizing The Mayor or his designee, To Execute A Purchase And Sale Agreement And Related Documents In A Form Approved By the City Attorney, necessary to effectuate the purchase.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-03**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING A PURCHASE AND SALE
AGREEMENT FOR OF REAL PROPERTY IDENTIFIED AS
PIERCE COUNTY TAX PARCEL NO. 683000-0030 IN THE
AMOUNT OF \$300,000; AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT; ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City of Orting's Transportation Improvement Program includes a transportation capital project for extension of Whitehawk Boulevard to terminate at Calistoga Street W and Kansas Street SW; and

WHEREAS, the proposed project requires the acquisition of real property in order to provide for alignment and right of way needs, including pedestrian and storm water improvements; and

WHEREAS, Pierce County Tax Parcel No. 683000-0030 meets the City's needs for this project and its purchase would allow the City to proceed with this project and provide a public service; and

WHEREAS, the City has authority pursuant to RCW 35A.11.010 to purchase, lease, receive, or otherwise acquire real property of every kind; and

WHEREAS, the Council must authorize certain individuals to execute certain documents to facilitate the purchase of the Pierce County Tax Parcel No. 683000-0030; and

WHEREAS, the Council has determined that the purchase of this parcel is in the best interests of the residents of Orting;

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

Section 1. Authorization to Purchase Real Property. The City Council hereby approves the purchase of Pierce County Tax Parcel No. 683000-0030 for the purchase price not to exceed \$300,000.

Section 2. Authorization to Execute Documents. The City Council hereby approves Mayor Joshua Penner or City Administrator C. Mark Bethune or City Treasurer Scott Larson to execute a purchase and sale agreement and all related documents required to effectively carry out the

purchase authorized herein, in a form acceptable to the City Attorney. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 3. Effective Date. This Resolution shall be effective upon passage.

Section 4. Corrections Authorized. The City Clerk is authorized to make necessary corrections to this Resolution, including but not limited to correction of clerical errors.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29th DAY OF JANUARY, 2020.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

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

PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between **Steven D. Faulconer and Bridget Anne Faulconer, Husband and Wife ("Seller")**, and the **City of Orting**, a Washington municipal corporation ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, described on Exhibit "A", hereinafter referred to as the "Property".

RECITALS

- A. Seller is the owner of a parcel of land located in Pierce County, Washington, commonly described as 515 Calistoga Street West, Orting, WA, Pierce County Tax Parcel No. **6830000030**, in the City of Orting, and the legal description of which is attached hereto as Exhibit A.
- B. Buyer wishes to purchase the Property for its use for a municipal purpose.
- C. Seller wishes to sell the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller agree as follows:

1. **PURCHASE PRICE FOR PROPERTY:** The Purchase Price to be paid by the City to Seller for the Property shall be **Two Hundred Ninety-Nine Thousand Nine Hundred Fifty and No/100 Dollars (\$299,950.00)** or **Full Fair Market Value** as determined by appraisal ("Purchase Price"). The Purchase Price shall be paid in cash at Closing.

1.1 **Earnest Money Deposit.** Within three (3) business days after the Effective Date, the City will deliver to the Escrow Agent (as identified in Paragraph 6.1 below), by check or wire transfer the sum of Three Thousand and No/100 Dollars (\$3,000.00) (the "Deposit"). Except as otherwise provided in this Agreement, the Deposit and all accrued interest will be credited to the City at Closing and applied to payment of the Purchase Price.

2. **TITLE:**

2.1 **Conveyance of Title:** At closing, Seller will execute and deliver to Buyer a Statutory Warranty Deed conveying and warranting good and marketable title to the Property free and clear of all defects or encumbrances except for the lien of real estate taxes.

2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer

in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. CONTINGENCIES:

3.1 Condition of Title: City has received from WFG National Title Insurance Company, 3120 Colby Avenue, Suite 100, Everett, WA 98201 (the "Title Company") commitment no. 19-377908 for standard owner's policy of title insurance for Seller's Parcel dated October 25, 2019, together with full copies of any exceptions set forth therein (the "Preliminary Commitment"). The City shall have fourteen (14) days from the Effective Date of this Agreement within to notify Seller, in writing, of the City's approval of any exceptions shown on the Preliminary Commitment; provided that all monetary encumbrances and liens, if any, shall be deemed automatically disapproved and shall be paid by Seller at Closing.

3.2 Approval by City Council: Closing is subject to approval by the Orting City Council at an open public meeting no later than January 31, 2020.

3.3 Appraisal: Closing is subject to Appraisal by an Appraiser approved by the Washington State Department of Transportation to determine Full Fair Market Value.

3.4 Appraisal Review: Closing is subject to Appraisal Review by a Review Appraiser approved by the Washington State Department of Transportation.

3.5 Due Diligence/Environmental Inspection: The City shall have the period of forty five (45) days from the Effective Date (the "Due Diligence Period") to fully examine all aspects and conditions of the Property and to determine that the Property and the conditions thereof are fully acceptable for the City's intended purpose.

(a) **Access and Inspection.** During the Due Diligence Period, the City and its agents, representatives, contractors and subcontractors may, upon twenty-four (24) hours' prior notice to Seller, enter upon the Property to inspect the Property and to conduct such surveys, and to make such engineering and other inspections, tests and studies, as the City determines to be reasonably necessary, including, without limitation, environmental, water and soil studies, utilities availability and capacity, zoning, architectural and engineering studies, and the feasibility and costs of any intended improvements and operation of the Property. The City shall indemnify, defend and hold harmless Seller against all actual injuries, damages, liabilities and claims, including, without limitation, Seller's attorney's fees and defense costs to the extent caused by the City, its agents, representatives, contractors or subcontractors in the exercise of the City's inspection rights hereunder. The City shall fully restore the Property to the extent reasonably feasible following any such testing to its condition immediately preceding such work. The City's obligations under this subsection shall survive termination of this Agreement, and the City's indemnity obligations shall also survive the Closing of the transaction contemplated hereby.

3.6 **Form 17:** Closing is subject Buyer's review Seller's Disclosure Statement-Form 17 within three days of mutual acceptance.

3.7 **Removal of Contingencies:** Buyer shall have a period of 60 days from the date that the last party signed this Agreement to remove all contingencies. Buyer may remove such contingencies by sending written notice thereof to Seller pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void.

4. **RISK OF LOSS:** Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller represents, warrants, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;

5.2 **No Leases:** The Property is not subject to any leases, tenancies or rights of persons in possession, of record.

5.3 **No Material Defect:** Seller is unaware of any material defect in the Property. The Property is being sold in its present, "as is" condition and Seller shall remove any debris presently located on the Property and/or that may be deposited on the Property by some third party prior to closing.

5.4 **Debris and Personal Property:** Seller will remove all debris and personal property, prior to each closing, at Seller's cost and expense. If such debris and personal property remain on the Property as of the Closing described in Section 6.1, Buyer may remove the debris and personal property and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal.

5.5 **Hazardous Substances:** To the best of Seller's knowledge, the Property is not in violation of any law, ordinance, rule, or regulation relating to the environmental conditions on the Property. To the best of Seller's knowledge, there is no hazardous waste or other substance, including but not limited to, those that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.*; the Clean Water Act, 42 U.S.C. Section 1251 *et. seq.*; the Washington Environmental Policy

Act, RCW Ch. 43.21; the Washington Water Pollution Control Act, RCW Section 90.48.010 *et. seq.*; the Washington Hazardous Waste Management Act, Ch. 70.105 RCW; the Washington Model Toxics Control Act, Ch. 70.105D RCW; and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, or rule on the Property. Further, to the best of Seller's knowledge: (i) there has been no release, spill, leak, discharge, emission, leak, or disposal of hazardous substances on the property, (ii) there are no substances or conditions, in or on the Property or any other parcels of land which may affect the Property or use thereof which may support a claim or cause of action under any federal, state, or local environmental statute, regulation, ordinance, or other environmental regulatory requirements and (iii) there is no asbestos, PCBs, or underground storage tank located on the Property or which have been removed therefrom.

Seller represents and warrants that he/she/it has not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on the property, nor caused or allowed the release of any hazardous substance onto, at, or near the Property. Seller is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to its operation on the Property, and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property and, to the Seller's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

5.6 Fees and Commissions: Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees.

5.7 Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other expert witness fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duties of defense and indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 Ownership; Non-Foreign Status. Seller owns the Property and has the right to sell the Property, and is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended.

6. CLOSING:

6.1 Time for Closing: The sale will be closed in the office of the Closing Agent not later than twenty one (21) days from the date all contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in

this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

WFG National Title and Escrow
Attn: Jasmin Antrim
444 Ramsay Way #111
Kent, WA 98032

6.2 **Prorations:** Closing Costs: Seller will pay real property taxes prorated through the date of closing. Buyer will pay the real estate excise tax, if any, premium for its owner's title insurance policy, the cost of recording the Deed from the Seller, and the Closing Agent's escrow fees.

6.3 **Possession:** Buyer shall be entitled to possession of the Property at Closing.

6.4 **Closing Obligations of Buyer:** On or before Closing the Buyer shall deliver to the Closing Agent the following:

6.4.1 All funds required to be paid by Buyer under this Agreement, in cash.

6.4.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.4.3 A Real Estate Excise Tax Affidavit executed by the Buyer in the form required by law.

6.4.4 Any other documents necessary to effect the transaction contemplated in this Agreement.

6.5 **Closing Obligations of Seller.** At Closing, Seller shall deliver to the Escrow Agent the following duly executed and acknowledged documents (where appropriate):

6.5.1 The Statutory Warranty Deed required under Section 2.1 of this Agreement.

6.5.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.5.3 A FIRPTA certification.

6.5.4 A Real Estate Excise Tax Affidavit executed by Seller in the form required by law.

6.5.5 Any other documents necessary to effect the transaction contemplated in this Agreement.

7. **NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:
Steven D. Faulconer
Bridget Anne Faulconer
515 Calistoga St. West
Orting, WA 98360
Phone: (253) 414-5639

TO BUYER:
City of Orting
Attn: Mark Bethune, City Administrator
110 Train Street SE - PO Box 489
Orting, WA 98360
Email: mbethune@cityoforting.org

8. **GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement. This Agreement shall, in all respects, be governed by the laws of the State of Washington.

9. **WASTE; ALTERATION OF PROPERTY:** Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

10. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

11. **COUNTERPARTS:** This agreement and any amendments hereto may be executed in one or more identical counterparts, and the counterparts, when taken together, shall constitute one and the same instrument, binding upon the parties hereto, notwithstanding that both parties are not signatories to the original or same counterpart.



12. **RECITALS AND EXHIBITS:** The Recitals and Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

BUYER: City of Orting, Washington municipal corporation.

By

Its

Date



12/17/19

SELLERS: Steven D. Faulconer and Bridget Anne Faulconer, husband and wife

By 
Steven D. Faulconer

By 
Bridget Anne Faulconer

Date 12-18-19

**EXHIBITS: Exhibit A, Property Legal Description
Exhibit B, Permitted Exception/Title Report**

STATE OF WASHINGTON }
COUNTY OF PIERCE } 28

I certify that I know or have satisfactory evidence that Josh Penner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath avowed that they were authorized to execute the instrument and acknowledged it as the Mayor of the City of Orting, a Washington municipal corporation, to be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 12 day of December 2019

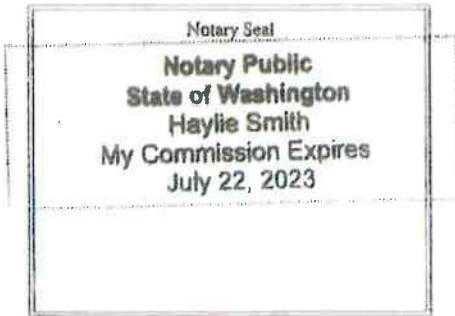


Kimberly A. Hyldebrand
Notary Public
Kimberly A. Hyldebrand
Printed Name
Residing at Pierce County
My appointment expires 7/9/23

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss.

I certify that I know or have satisfactory evidence that Steven D. Faulconer and Bridget Anne Faulconer, husband and wife, are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 18 day of September, 2019




Notary Public

Haylie Smith
Printed Name

Residing at Wash WA

My appointment expires July 22, 2023

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL "A"

LOT 7, R.S. PERKINS FIRST ADDITION TO THE CITY OF ORTING, PIERCE COUNTY,
WASHINGTON, ACCORDING TO PLAT RECORDED IN BOOK 16 OF PLATS AT PAGE 84;

PARCEL "B"

THAT PART OF LOT 6 OF SAID R.S. PERKINS, FIRST ADDITION TO THE CITY OF ORTING,
PIERCE COUNTY, WASHINGTON, ACCORDING TO PLAT RECORDED IN BOOK 16 OF
PLATS AT PAGE 84, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5,
THENCE NORTH 42 DEGREES 50 MINUTES EAST 15 FEET;
THENCE NORTH 47 DEGREES 10 MINUTES WEST 155.80 FEET;
THENCE SOUTH 42 DEGREES 50 MINUTES WEST 16 FEET TO THE MOST NORTHERLY
CORNER OF LOT 7 OF SAID ADDITION;
THENCE SOUTH 47 DEGREES 10 MINUTES EAST 155.90 FEET TO THE TRUE POINT OF
BEGINNING;

SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

2 12-18-19
25 12-18-19

ADDENDUM 1

Addendum 1 is attached to Purchase and Sale agreement between Buyer, City of Orting, Washington, and Sellers, Steven D. Faulconer and Bridget Anne Faulconer.

1. **PURCHASE PRICE:** The Purchase Price to be paid by the City to Sellers shall be **Two Hundred Ninety-Nine Thousand Nine Hundred Fifty and No/100 Dollars (\$299,950.00) or Full Fair Market Value** as determined by appraisal ("Purchase Price"), whichever is greater.

3. **CONTINGENCIES:**
 - 3.3 Closing is subject to Appraisal by Appraiser approved by Washington State Department of Transportation by January 20, 2020
 - 3.4 Closing is subject to Appraisal Review by a Review Appraiser approved by the Washington State Department of Transportation by January 31, 2020.
 - 3.7 Buyer shall have a period of 50 days from the date that the last party signed this Agreement to remove all contingencies. Buyer may remove such contingencies by sending written notice to the Seller of the existence or non-existence of any contingencies. If notice is not given to seller within 50 days from the date that the last party signed this Agreement then all contingencies are deemed satisfied.

 - 5.6 **Fees and Commissions:** Seller shall pay for any broker's or commissions or fees incurred per the MLS and Listing Agreement for the Listing Agent/Agency/Firm, in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees. No broker's or commissions or fees are due the Buyer's Agent, Contract Land Staff, LLC, representing the City of Orting.

 - 6.1 **Time for Closing:** Closing shall be no later than 15 days from the removal date of all contingencies.

13. **LEASE BACK:**

A 12-month lease of the subject property, commencing upon mutual execution of a lease agreement and Buyers possession at date of closing, at a rate of \$1200/ month. At the end of the 12-month period, the lease will convert to a month to month basis and all other terms will be re-negotiated. You will not be required to vacate the property without a 90-day notice.

All other terms and conditions remain unchanged.

BUYER: City of Orting, a Municipal Corporation

By: _____

Its: City Treasurer

Date: December 23, 2019

SELLERS: Steven D. Faulconer and Bridget Anne Faulconer, husband and wife

By:  _____

And By:  _____

Date: 12/24/2019

NOTICE TO SELLERS

Notice is hereby given in accordance with Purchase and Sale Agreement between "Buyer", City of Orting, and "Seller", Steven D. Faulconer and Bridget Anne Faulconer, regarding the sale of Property known as 515 Calistoga St. West, Orting, WA, 98360.

3.7 Removal of Contingencies: Buyer has received the Preliminary Title Commitment Report completed by WFG National Title and has approved the exceptions shown on Schedule B, Part II except all monetary encumbrances and liens. Buyer hereby removes Contingency 3.1

All other terms and conditions remain unchanged.

Initials: Buyer



Date

1/8/2020



ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated December 17, 2019 1

between Steven D Faulconer Bridget A Faulconer ("Buyer") 2
Buyer Buyer

and City of Orting ("Seller") 3
Seller Seller

concerning 515 Calistoga St W Orting WA 98360 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Purchase price to be \$300,000, Three hundred thousand dollars 6

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

SDF 1/22/20 [SDF] 01/20/2020 [BAF] 01/20/2020
 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date