

Councilmembers

Position No.

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



Mayor Joshua Penner, Chair

ORTING CITY COUNCIL
Regular Business Meeting Agenda
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
March 11th, 2020
7 p.m.

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.*

Requests for Consent Items to Be Pulled For Discussion.

3. **CONSENT AGENDA**
 - A. Minutes of February 19TH, 2020
 - B. Payroll and Claims Warrants

Motion: *Move to approve Consent Agenda as prepared.* OR **Motion:** *To approve Consent Agenda with the exception of agenda item(s) #_____.*

4. **NEW BUSINESS**
 - A. **AB20-24-** Resolution Setting Hearing on Petition to Vacate Unopened Portion of Kansas Street.
✚ *Charlotte Archer*

Motion: *To Adopt Resolution No. 2020-09, Setting A Public Hearing On April 8, 2020 At 7PM At The Multi-Purpose Center On The Petition To Vacate A Portion Of Unopened Kansas Street.*

- B. **AB20-28-** Sale of City Property Adjacent to Cemetery.
✚ *Scott Larson*

Motion: *To authorize the sale of Parcel No. 0418011003 to the McMahon family for \$100,000 plus costs and fees, and authorize the Mayor to execute all documents necessary to complete the sale, in a form acceptable to the City Attorney.*

- C. **GOALS**
✚ *Mayor Penner*

5. EXECUTIVE SESSION

6. ADJOURNMENT

Motion: *Move to Adjourn.*

**Upcoming Meetings: Study Session, March 18th, 2020 6pm (MPC), Regular Meeting:
March 25th, 2020, 7pm (MPC)**

COUNCILMEMBERS

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ORTING CITY COUNCIL
Study Session Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
February 19th, 2020
6PM.

DEPUTY MAYOR GREG HOGAN, CHAIR

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

Deputy Mayor Hogan called the meeting to order at 6:00pm. Councilmember Drennen led the pledge of allegiance.

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

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, JC Hungerford, Engineer, Emily Adams, Planner.

2. COMMITTEE REPORTS

Public Works- (PW)

Councilmember Drennen briefed that the following items were discussed at the last PW meeting:

- **WWTP review of upgrades;**
- **Conversations on sidewalk code and policy;**
- **Trees in the City;**
- **Side sewer Policy coming soon.**

Public Safety

Councilmember Kelly briefed:

- **Purchase of Police Vehicles;**
- **Emergency Preparedness Committee will be forming back up on March 12th, 2020.**

Community and Government Affairs

No Report.

3. STAFF REPORTS

City Clerk

Jane Montgomery briefed on the records purge which was completed on February 18th. A total of 31 boxes were shredded per their retention schedules. The Clerk's office is continuing to work hard to inventory all the records at City Hall and archive or destroy records in anticipation of the move to the new municipal facility.

Public Works Director

Greg Reed briefed on the following:

- **Preparing for backflow testing services;**
- **Bids for generator maintenance and Backflow are going out this week;**
- **Mosquito monitoring;**
- **Parking curbs almost completed;**
- **Generator bid on agenda;**
- **Parks Ground Maintenance contract on the agenda;**
- **Cleaning and organizing at the WWTP;**
- **Blowers at the plant;**
- **Work on City wells;**
- **Replacing flags at the Park;**
- **Orting sign has been restored.**

Police Chief

Chief Gard briefed on the following:

- **The Department participated in the “Polar Plunge”, more events to come;**
- **Participated in the Chocolate Stroll- great attendance at the event;**
- **Cub Scouts took a tour of the Police Department;**
- **New Officer is in her 3rd week at the academy;**
- **Waiting on medical release for the 2nd new hire;**
- **Interviews next week for another officer position;**
- **Officers participating in “Field Training Officer” training;**
- **Cert training ongoing;**
- **EOC Flooding event briefed.**

Planner

Emily Adams briefed:

- **Working on cleaning up City code**
- **Responding to inquiries about the application for the RV Park.**

City Treasurer

Scott Larson briefed on:

- **The 4th quarter 2019 report;**
- **Revenue and expenses for the year;**
- **Continuing to work on some ongoing personnel and fraud investigations.**

City Administrator

Mark Bethune briefed on the following:

- **He is working on the Daffodil Parade event;**
- **The Mayor expressed his hope that the Council participate in the parade;**
- **Surplus of the cemetery property is on the agenda;**
- **Sale of cemetery property will likely be an agenda item in March or at the first meeting in April;**
- **Change order for the New Municipal facility will be coming to the next study session.**

Mayor

Mayor Penner briefed on personnel issues. There is a vacant position previously held by Parks and Recreation Director, Beckie Meek. The Mayor has determined that the position will be titled “Events and Activities Coordinator”. It appears that the same body of work may be performed as a half time position. The savings to the budget would be approximately 70K. He also stated that staff has completed an analysis of the Court staffing plan. It appears that the cost of managing a Court and contracting out are similar. Based on that, the City plans to keep Court services in house. The Court made a recommendation to the City that they only need a court clerk half time, not full time. This would be an additional savings of 80K to the City.

The Mayor briefed on the Assistant Administrator duties that Scott Larson will be performing due to the anticipated retirement of Mark Bethune in October. A revised job description/title was provided to Council; which is actually an addendum to the Treasurer position. The wage will stay within the Treasurer wage scale, but will be at a higher range due to his additional duties. This will continue until January 21, 2021. A discussion on goals will be on the next agenda. The Mayor briefed on the creation of an executive Committee meeting which dovetails with the Public Works Committee meeting. The Mayor also meets with the Deputy Mayor and offered his support to any of the other committees. The Mayor briefed on his trips to Olympia with staff; he is working to get support for the Bridge over 162 and the SW Connector. Joe Depinto, lobbyist, has been helping the Mayor and staff set up meetings with legislators. Mr. Depinto will be brief the Council at the next study session.

4. AGENDA ITEMS

B. AB20-16- Police/Code Enforcement Vehicle Purchases.

Chief Gard briefed on his request to purchase two Ford Fusion hybrid sedans in lieu of the police interceptor SUV's. These cars are expected to provide the City with a savings in fuel compared to the SUV's that are currently driven for these purposes. The 2020 budget also includes funds for a code enforcement vehicle which he would like to purchase. The replacement vehicle for the Code Enforcement Officer will be a Ford Escape hybrid.

Action: Move to Consent Agenda on 2.26.20

C. Discussion- Municipal Excellence Award.

Mayor Penner briefed on the application that was submitted for the Lahar drill to receive the 2020 Municipal Excellence Award.

A. Presentation- AWC- Committees and Boards. (Moved down in the agenda)

Mayor Penner introduced Peter King, CEO of AWC, and Alicia Martinelli, Deputy CEO, from AWC. Peter King briefed on the services and opportunities to serve on boards thru AWC. Council was also made aware of the various trainings that AWC offers.

D. Discussion- Orting 2020 Comprehensive Plan Amendments Cycle.

Emily Adams, Planner, briefed on the process in place for amendments to the 2020 Comprehensive Plan. She provided staff recommended amendments, and invited Council to contact her with any questions or proposed amendments. The docket closes on February 28th, 2020. Mark Bethune stated that this is the Council's opportunity to provide direction for anything they would like to see the planner work on.

E. AB20-17-Bids- Generator Purchase & Installation/New Municipal Center.

Councilmember Drennen introduced the agenda item for the purchase of a generator. The Council rejected the first bids that were submitted and asked Parametrix to revise the specifications and rebid the generator at their January 15th, study session meeting. Parametrix reviewed the submitted bids. Both Kohler submittals did not meet the minimum specifications. Council may elect to award the bid to Cummins, Inc. for either the 78dB enclosure or the 72dB enclosure. **Action:** Move to Consent Agenda on 2.26.20 for the bid alternate.

F. AB20-18- GRATZER Mixed Use Ball Field.

JC Hungerford briefed on the history of this grant project. The current schedule is to advertise in March and start construction in May as the site starts to dry out. The pros and cons of not pursuing the grant and using the \$400K for other projects in the parks were discussed.

Action: JC Hungerford will continue down the path to the grant and come back with a report to Council.

G. AB20-19- Forerunner- Community Rating System (CRS) Software.

JC Hungerford briefed that this company helps the City manage the CRS program. Orting must submit documents for the CRS Annual Recertification process. This is required to maintain the flood insurance premium discounts the Citizens of Orting receive from Orting's participation in the program. Forerunner is a software platform developed to manage the CRS documentation for the City. This documentation process requires a lot of effort from City staff and consultants on an annual basis. The pros of using this company to manage this was fully briefed. This comes with a recommendation from Staff and the Public Works Committee to use Forerunner for this service. **Action:** Move to Consent Agenda on 2.26.20

H. AB20-20-2020 Lift Station Improvements Scope of Work for Construction Services.

Councilmember Drennen briefed on the proposed scope of work for the 2020 Lift Station Improvements Project for the City of Orting. This comes with a recommendation from staff and the Public Works Committee to approve. **Action:** Move to Consent Agenda on 2.26.20

I. AB20-21-NPDES Phase II Municipal SWMP Program.

Scott Drennen briefed. Orting is required to review, revise and adopt updates to their Stormwater Management Program Plan to be in compliance with the Western Washington Phase II Municipal Stormwater Permit. **Action:** Move to Consent Agenda on 2.26.20

J. AB20-22-Parks Grounds Maintenance Bid.

Councilmember Drennen briefed that for the last four years the City has contracted for landscape services of the City's parks. The proposed contract is for three years. This will allow employees time to focus on capital improvement projects, and other annual maintenance activities. Recommended by Staff and the PW Committee. **Action:** Move to Consent Agenda on 2.26.20

K. AB20-25- Cemetery Land Surplus.

Administrator Bethune briefed that prior to selling the cemetery property it has to be declared as surplus property. The proposed resolution would accomplish that. **Action:** Move to Consent Agenda on 2.26.20

L. AB20-26- Council Tablets.

Treasurer Larson briefed. Council expressed a desire to have an electronic device to be more efficient, and so that they don't subject their personal devices to the Public Records Act. He asked Council to identify how they want agendas delivered, and what type of devices they would like to see. Discussion followed. **Action:** AD HOC Committee formed to study the issue. Committee: Jane Montgomery, City Clerk, CM Bradshaw, CM Kelly.

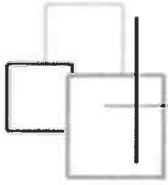
M. ADJOURNMENT

Deputy Mayor Hogan adjourned the meeting at 8:31pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor



Fund Transaction Summary

Transaction Type: invoice
Fiscal: 2020 - March 2020 - 1st Council

Fund Number	Description	Amount
001	Current Expense	\$53,850.49
101	City Streets	\$901.81
104	Cemetery	\$212.12
105	Parks Department	\$22,145.91
304	City Hall Construction	\$456,916.66
401	Water	\$23,292.23
408	Wastewater	\$11,007.92
410	Stormwater	\$2,880.20
	Count: 8	\$571,207.34

Register

Fiscal: 2020
 Deposit Period: 2020 - March 2020
 Check Period: 2020 - March 2020 - 1st Council

Number	Name	Print Date	Clearing Date	Amount
Key Bank				
Check	2000073			
48344	Rose, Ashleigh	3/6/2020		\$451.26
48345	A & C Concrete Specialist LLC	3/11/2020		\$20,054.78
48346	Actual Assistant	3/11/2020		\$600.00
48347	AHBL, INC	3/11/2020		\$9,962.64
48348	Arrow Lumber	3/11/2020		\$1,102.66
48349	Automatic Wilbert Vault	3/11/2020		\$205.51
48350	BlueTarp Credit Services	3/11/2020		\$42.83
48351	Brisco Inc.	3/11/2020		\$706.35
48352	Brouillette, Ken	3/11/2020		\$360.00
48353	Business Solutions Center	3/11/2020		\$327.90
48354	Centurylink	3/11/2020		\$2,044.02
48355	CenturyLink/Qwest	3/11/2020		\$274.99
48356	Cole Farmer	3/11/2020		\$206.81
48357	Comcast	3/11/2020		\$462.48
48358	Consolidated Supply	3/11/2020		\$662.91
48359	Core & Main	3/11/2020		\$13,640.73
48360	Corliss Resources, Inc	3/11/2020		\$272.97
48361	Crystal & Sierra Springs	3/11/2020		\$134.77
48362	Cummins Northwest	3/11/2020		\$9,701.77
48363	Curry & Williams, P.L.L.C	3/11/2020		\$2,063.47
48364	Force Science Institute	3/11/2020		\$700.00
48365	Galls LLC	3/11/2020		\$82.49
48366	H D Fowler Company	3/11/2020		\$348.67
48367	Hach Company	3/11/2020		\$146.36
48368	Harrington's Janitorial	3/11/2020		\$275.00
48369	Helix Design Group	3/11/2020		\$13,072.02
48370	Hernandez, Johnny	3/11/2020		\$1,247.00
48371	Insee, Best, Doezie & Ryder, P.S	3/11/2020		\$10,614.72
48372	Jennings Equipment Inc	3/11/2020		\$1,432.19
48373	Konica Minolta Business-Usa Inc	3/11/2020		\$375.93
48374	Korum Automotive Group	3/11/2020		\$319.18
48375	Kyocera Document Solutions Northwest INC	3/11/2020		\$1,859.56
48376	Law Offices of Matthew J Rusnak	3/11/2020		\$2,041.67
48377	Logan Enterprises INC	3/11/2020		\$445.00
48378	Mitel Leasing	3/11/2020		\$27.58
48379	Murphy-Brown, Mary	3/11/2020		\$625.00

Number	Name	Print Date	Clearing Date	Amount
48380	Opportunity Center Of Orting	3/11/2020		\$625.00
48381	O'Reilly Auto Parts	3/11/2020		\$107.09
48382	Orting Chamber of Commerce	3/11/2020		\$1,500.00
48383	Orting Valley Fire & Rescue	3/11/2020		\$2,979.17
48384	Orting Valley Senior Cent	3/11/2020		\$1,250.00
48385	Pease Construction INC	3/11/2020		\$443,844.64
48386	Pierce County Budget & Finance	3/11/2020		\$1,410.07
48387	Platt	3/11/2020		\$52.08
48388	POP Gymnastics Collective LLC	3/11/2020		\$307.13
48389	Puget Sound Energy	3/11/2020		\$2,192.15
48390	Recovery Cafe	3/11/2020		\$833.33
48391	Schwab, Erica	3/11/2020		\$300.00
48392	Schwab-Ellison Co, Inc	3/11/2020		\$39.54
48393	Scientific Supply & Equip	3/11/2020		\$745.71
48394	SCORE	3/11/2020		\$5,520.00
48395	SHRED-IT USA	3/11/2020		\$189.57
48396	Spectral Laboratories	3/11/2020		\$168.00
48397	Stanley Convergent Security Solutions INC	3/11/2020		\$80.07
48398	Summer Lawn'n Saw	3/11/2020		\$607.08
48399	T M G Services Inc	3/11/2020		\$433.94
48400	The Walls Law Firm	3/11/2020		\$1,875.00
48401	UniFirst Corporation	3/11/2020		\$174.37
48402	US Bank Equipment Finance	3/11/2020		\$655.66
48403	Usablebook	3/11/2020		\$108.02
48404	UV Doctor Lamps Lc	3/11/2020		\$273.25
48405	Verizon Wireless	3/11/2020		\$2,289.83
48406	Vision Forms LLC	3/11/2020		\$1,977.51
48407	Washington State Criminal Justice Training Comm	3/11/2020		\$3,347.00
48408	Water Management Lab Inc.	3/11/2020		\$338.00
48409	Wells Fargo Financial Leasing	3/11/2020		\$92.91
		Total	Check	\$571,207.34
		Total	2000073	\$571,207.34
		Grand Total		\$571,207.34



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
A & C Concrete Specialist LLC	48345	000190-City Parks	105-576-80-48-00	Curbing for Play Areas	\$1,407.76
			105-594-76-63-07	Curbing for Play Areas	\$10,846.66
			105-594-76-63-52	Curbing for Play Areas	\$7,800.36
			Total		
Actual Assistant	48346	740	001-514-23-41-12	Website Maintenance-Hosting	\$264.00
			105-576-80-41-05	Website Maintenance-Hosting	\$18.00
			401-534-10-41-34	Website Maintenance-Hosting	\$90.00
			408-535-10-41-36	Website Maintenance-Hosting	\$156.00
			410-531-38-41-05	Website Maintenance-Hosting	\$72.00
			Total		
AHBL, INC	48347	117995 2190800.30	001-558-60-41-02	Planning Consultant-Business Licenses	\$4,267.64
		117996 2190800.32	001-558-60-41-02		\$230.00
		117997 2190800.34	001-558-60-41-02	Planning Consultant-Carbon River RV Park	\$2,380.00
		117998 2190800.35	001-558-60-41-02	Planning Consultant-Gibson Coffee Shop	\$402.50
		117999 2190800.36	001-558-60-41-02	Planning Consultant-Code Amendment	\$1,077.50
		118000 2190800.37	001-558-60-41-02	Planning Consultant-Comp Plan	\$1,605.00
		Total			
Arrow Lumber	48348	600186-FEB2020	001-524-20-35-00	Flashlight-Mini Light-Laser	\$32.76
			001-571-20-31-21	Tape for Dance Class	\$29.95
			101-542-30-48-02	Propane	\$23.27
			105-576-80-48-00	Hillman Fasreners	\$11.08
			105-576-80-48-00	Prunner for Parks	\$26.21
			105-576-80-48-00	Wood for Park Benches	\$30.27
			105-576-80-48-00	Grass Seed	\$75.52
			105-576-80-48-00	Paint-Cover For Park Benches	\$110.38

Vendor	Number	Invoice	Account Number	Notes	Amount			
Arrow Lumber	48348	600186-FEB2020	105-576-80-48-00	Supplies for Park Benches	\$468.25			
			105-576-80-48-03	LED Bulb-North Park	\$5.45			
			105-576-80-48-03	Glass Cleaner-Squeegee	\$19.64			
			105-576-80-48-03	Rags-North Park	\$22.29			
			401-534-10-31-00	Broom	\$6.49			
			401-534-50-48-02	Bit Set- Well One	\$15.29			
			401-534-50-48-02	Work Bench-New Shop	\$43.65			
			401-534-50-48-02	PVC-Blue Glue-PVC Pipe Leak Main Park	\$65.00			
			401-534-50-48-04	Adapter-Well 4	\$4.35			
			408-535-10-31-00	Broom	\$6.49			
			408-535-10-31-00	Keys	\$7.51			
			408-535-50-48-03	Dischage Hose-Flex Coupling	\$19.65			
			408-535-50-48-03	Ballast	\$50.26			
			410-531-38-31-00	Broom	\$6.50			
			410-531-38-31-00	Gloves-Mattock Head	\$22.40			
						Total	\$1,102.66	
			Automatic Wilbert Vault	48349	64701	104-536-20-34-00	Cemetery Liner	\$205.51
							Total	\$205.51
BlueTarp Credit Services	48350	D69250/5	408-535-10-31-00	Trash Grabber	\$42.83			
				Total	\$42.83			
Brisco Inc.	48351	MAR200-2020	001-524-20-32-01	Fuel Building	\$47.00			
			001-524-20-32-01	Fuel Building	\$47.00			
			401-534-80-32-01	Fuel Water	\$300.00			
			410-531-38-32-02	Fuel Storm	\$61.61			
			410-531-38-32-02	Fuel Storm	\$100.01			
			410-531-38-32-02	Fuel Storm	\$150.73			
			Total	\$706.35				
Brouillette, Ken	48352	2020-02	001-524-20-49-00	120 Corrin Ave-Fire Inspections-Tiny Homes	\$360.00			
				Total	\$360.00			
Business Solutions Center	48353	107978	001-512-50-31-00	Envelopes	\$218.60			
		108075	101-542-30-31-00	City of Orting Logo-Hardhats-Equipment	\$27.33			
			401-534-10-31-00	City of Orting Logo-Hardhats-Equipment	\$27.32			
			408-535-10-31-00	City of Orting Logo-Hardhats-Equipment	\$27.32			

Vendor	Number	Invoice	Account Number	Notes	Amount
Business Solutions Center	48353	108075	410-531-38-31-00	City of Orting Logo-Hardhats-Equipment Total	\$27.33 \$327.90
Centurylink	48354	300549818-March2020	001-514-23-42-00 001-524-20-42-00 101-542-63-47-03 401-534-10-42-01 408-535-10-42-01 410-531-38-42-01	City Phones City Phones Street Signal City Phones City Phones City Phones	\$513.07 \$27.42 \$61.14 \$401.91 \$399.90 \$112.83
		300550553-March2020	001-521-50-42-00	PD Phones	\$424.73
		300550592-March2020	001-512-50-42-00	Court Phones	\$32.13
		409178327-March2020	001-521-50-42-00	PD Repeater	\$70.89
				Total	\$2,044.02
CenturyLink/Qwest	48355	464B-Mar2020	001-521-20-45-02	Cell Connection	\$116.86
		465B-Mar2020	001-521-20-45-02	Cell Connection	\$81.86
		492B-Mar2020	001-521-20-45-02	Cell Connection	\$76.27
				Total	\$274.99
Cole Parmer	48356	2166709	408-535-10-31-01	Lab Supplies-PROWEIGH TSS 47MM Total	\$206.81 \$206.81
Comcast	48357	0221105-Mar2020	001-514-23-42-00 001-524-20-31-00 401-534-10-42-01 408-535-10-42-01	City Hall Internet City Hall Internet City Hall Internet City Hall Internet	\$57.81 \$57.81 \$57.81 \$57.81
		0221113-Mar2020	001-512-50-42-00 001-521-50-42-00	PSB Internet PSB Internet	\$23.12 \$208.12
				Total	\$462.48
Consolidated Supply	48358	S009659568.001	401-534-50-48-02	Hydrant Extention-836 Harman Way S Total	\$662.91 \$662.91
Core & Main	48359	6830077	401-534-50-48-02	Meter Antennas	\$877.14
		L888400	401-534-50-48-01	Water Meters for New Construction	\$10,613.03
		L890742	401-534-50-48-02		\$1,450.97
		L899157	401-534-50-48-02	Magnetic Valve Cover	\$142.09
		L948262	401-534-50-48-02	Gasket -Adaptor	\$288.77
		L950780	401-534-50-48-02	Resetter-Clamp-Marking Wand	\$268.73
				Total	\$13,640.73
Corliss Resources, Inc	48360	238096	105-576-80-48-00	3-Way Topsoil	\$90.99
		238488	105-576-80-48-00	3-Way Topsoil	\$181.98
				Total	\$272.97

Vendor	Number	Invoice	Account Number	Notes	Amount
Crystal & Sierra Springs	48361	5225720 022920	401-534-10-31-00	Water for Public Works	\$90.01
			408-535-10-31-00	Water for Public Works	\$44.76
				Total	\$134.77
Cummins Northwest	48362	01-55507	408-535-50-48-07	Generator-Repair-FA1008	\$1,271.04
		01-59509	408-535-50-48-07	Generator-Repair & Follow Up-FA1045	\$2,827.15
		01-59541	401-534-50-48-04	Generator-Repair-FA1048	\$2,868.05
		01-59552	408-535-50-48-07	Generator-Maintenance-FA1047	\$393.69
		01-59634	408-535-50-48-07	Generator-Maintenance-FA1087	\$1,243.93
		01-59662	408-535-50-48-07	Generator-Maintenance-FA1045	\$600.36
		01-59665	401-534-50-48-04	Generator-Maintenance-City Hall Portable FA1063	\$248.78
			408-535-50-48-07	Generator-Maintenance-City Hall Portable FA1063	\$248.77
			Total	\$9,701.77	
Curry & Williams, P.I.I.c	48363	Court Judge-Feb 2020	001-512-50-10-02	Court Judge-Feb 2020	\$2,063.47
				Total	\$2,063.47
Force Science Institute	48364	FSI-21555	001-521-40-49-00	Force Science Conference-Gard	\$700.00
				Total	\$700.00
Galls LLC	48365	014985639	001-521-20-31-01	Stryke Pant-Cassatt	\$82.49
				Total	\$82.49
H D Fowler Company	48366	I5389677	408-535-50-48-04	S30NONC Anchor 3-E-Wire Float Switch	\$348.67
				Total	\$348.67
Hach Company	48367	11832259	408-535-10-31-01	Mixed-Parameter Standard	\$49.13
		11833271	408-535-10-31-01	Bottle Wash-Autoclave	\$97.23
				Total	\$146.36
Harrington's Janitorial	48368	Janitorial-March 2020	401-534-10-31-00	Janitorial-City Shop-Rocky RD-March 2020	\$91.67
			408-535-10-31-00	Janitorial-City Shop-Rocky RD-March 2020	\$91.67

Vendor	Number	Invoice	Account Number	Notes	Amount
Harrington's Janitorial	48368	Janitorial-March 2020	410-531-38-31-00	Janitorial-City Shop-Rocky RD- March 2020	\$91.66
				Total	\$275.00
Helix Design Group	48369	A18-021.01 0000012	304-594-18-60-01	New City Hall Facilities 60	\$32.71
			304-594-31-60-01	new City Hall Facilities 9	\$4.91
			304-594-34-60-01	New City Hall Facilities 9	\$4.90
			304-594-35-60-01	New City Hall Facilities 18	\$9.82
			304-594-44-60-01	New City Hall Facilities 2	\$1.09
			304-594-76-60-01	New City Hall Facilities 2	\$1.09
		A18-021.10 0000005	304-594-18-60-01	New City Hall Facilities	\$7,216.50
			304-594-31-60-01	new City Hall Facilities 9	\$1,082.48
			304-594-34-60-01	New City Hall Facilities 9	\$1,082.47
			304-594-35-60-01	New City Hall Facilities 18	\$2,164.95
			304-594-44-60-01	New City Hall Facilities 2	\$240.55
			304-594-76-60-01	New City Hall Facilities 2	\$240.55
		A18-021.16 0000006	304-594-18-60-01	New City Hall Facilities	\$594.00
			304-594-31-60-01	New City Hall Facilities	\$89.10
			304-594-34-60-01	New City Hall Facilities	\$89.10
			304-594-35-60-01	New City Hall Facilities	\$178.20
			304-594-44-60-01	New City Hall Facilities	\$19.80
			304-594-76-60-01	New City Hall Facilities	\$19.80
				Total	\$13,072.02
Hernandez, Johnny	48370	Property Evidence - Jan 03 thru Feb 21 2020	001-521-23-41-01	Property Evidence - Jan 03 thru Feb 21 2020	\$1,247.00
				Total	\$1,247.00
Inslee, Best, Doezie & Ryder, P.S	48371	255191	001-515-41-41-01	City Attorney- Retainer	\$2,225.00
			001-515-41-41-02	City Attorney-Public Records Request	\$1,906.54
			001-515-41-41-02	City Attorney- Services	\$3,082.36
			001-515-41-41-04	City Attorney- Nuisance	\$283.40
			001-515-41-41-05	City Attorney-HR	\$2,061.11
			001-515-41-41-06	City Attorney-Code Enforcement	\$283.40
			101-542-30-41-05	City Attorney- Streets	\$747.15

Vendor	Number	Invoice	Account Number	Notes	Amount
Inslee, Best, Doezie & Ryder, P.S	48371	255191	410-531-39-41-04	City Attorney-Stormwater	\$25.76
				Total	\$10,614.72
Jennings Equipment Inc	48372	3639	105-576-80-48-01	Kit Blades-Cover FA1046-FA1018	\$80.77
			401-534-50-48-04	Kit Blades-Cover FA1046-FA1018	\$40.39
			410-531-38-48-01	Kit Blades-Cover FA1046-FA1018	\$282.69
		4060	105-576-80-48-03	Bolt & Nut for Mower FA1017	\$98.77
		41897R	105-576-80-48-01	Service on F1017	\$174.82
			410-531-38-48-01	Service on F1017	\$262.23
		47481R	105-576-80-48-01	Service on F1018	\$197.01
			410-531-38-48-01	Service on F1018	\$295.51
				Total	\$1,432.19
Konica Minolta Business-Usa Inc	48373	264629814	001-521-10-40-06	Copier Lease PD	\$375.93
				Total	\$375.93
Korum Automotive Group	48374	6700294	410-531-38-48-01	Oil Change-Tires FA 1064	\$208.24
		6701957	001-521-50-48-02	Oil Change-2016 Ford Interceptor-1375	\$55.47
		6702031	001-521-50-48-02	Oil Change-2018 Explorer 4447	\$55.47
				Total	\$319.18
Kyocera Document Solutions Northwest INC	48375	55T1072428	001-514-23-31-02	City Hall Copier Lease	\$1,671.54
			105-576-80-31-00	Public Works Copier Lease-15%	\$28.20
			401-534-10-31-00	Public Works Copier Lease-50%	\$94.02
			408-535-10-31-00	Public Works Copier Lease-20%	\$37.61
			410-531-38-31-00	Public Works Copier Lease-15%	\$28.19
				Total	\$1,859.56
Law Offices of Matthew J Rusnak	48376	276-FEB 2020	001-512-50-49-01	Court Appointed Attorney-Feb 2020	\$2,041.67
				Total	\$2,041.67
Logan Enterprises INC	48377	17360-March	001-514-21-41-01	Monthly Janitorial-March	\$111.25
			001-524-20-49-02	Monthly Janitorial-March	\$22.25
			001-575-50-41-01	Monthly Janitorial-March	\$89.00
			401-534-10-31-00	Monthly Janitorial-March	\$89.00
			408-535-10-31-00	Monthly Janitorial-March	\$89.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Logan Enterprises INC	48377	17360-March	410-531-38-31-00	Monthly Janitorial- March	\$44.50
				Total	\$445.00
Mitel Leasing	48378	902429377	001-594-12-41-02	PSB Phone Lease- 6	\$1.65
			001-594-21-41-03	PSB Phone Lease- 47	\$25.93
				Total	\$27.58
Murphy-Brown, Mary	48379	Feb 2020-Dance Class	001-571-20-31-21	Dance Class-Feb 2020	\$400.00
		Feb 2020-Painting Class	001-571-20-31-27	Feb 2020-Painting Class	\$225.00
				Total	\$625.00
O'Reilly Auto Parts	48381	1265583-FEB2020	001-521-20-31-03	Supplies	\$6.00
			105-576-80-48-03	Core Return for Battery	(\$19.67)
			105-576-80-48-03	Battery	\$120.76
				Total	\$107.09
Opportunity Center Of Orting	48380	3502	001-571-20-31-14	Orting Opportunity Center Grant-March 2020	\$625.00
				Total	\$625.00
Orting Chamber of Commerce	48382	Grant 2020-Daffodil Float	001-571-20-31-09	Grant 2020-Daffodil Float	\$1,500.00
				Total	\$1,500.00
Orting Valley Fire & Rescue	48383	Payment #3 Lease for PSB- March 2020	001-512-50-41-04	Payment #3 Lease for PSB-Court	\$297.92
			001-521-50-41-07	Payment # Lease for PSB-Police	\$2,681.25
				Total	\$2,979.17
Orting Valley Senior Cent	48384	202-March 2020	001-571-20-31-06	Monthly Support- March 2020	\$1,250.00
				Total	\$1,250.00
Pease Construction INC	48385	Pay Request #6-New City Hall Facilities	304-594-18-60-01	Pay Request #6- New City Hall Facilities	\$266,306.78
			304-594-31-60-01	Pay Request #6- New City Hall Facilities	\$39,946.02
			304-594-34-60-01	Pay Request #6- New City Hall Facilities	\$39,946.01
			304-594-35-60-01	Pay Request #6- New City Hall Facilities	\$79,892.04
			304-594-44-60-01	Pay Request #6- New City Hall Facilities	\$8,876.90

Vendor	Number	Invoice	Account Number	Notes	Amount
Pease Construction INC	48385	Pay Request #6-New City Hall Facilities	304-594-76-60-01	Pay Request #6- New City Hall Facilities	\$8,876.89
				Total	\$443,844.64
Pierce County Budget & Finance	48386	0418011001-19716 ORT KAP HWY E	001-518-30-40-01	Conservation District-0418011001 -19716 ORT KAP HWY E	\$8.93
			001-539-20-40-00	Noxious Weed- 0418011001-19716 ORT KAP HWY E	\$134.71
			104-536-50-41-01	Surface Water- 0418011001-19716 ORT KAP HWY E	\$3.30
		0418011003-197th ST E	001-518-30-40-01	Conservation District-0418011003 -197th ST E	\$8.12
			001-539-20-40-00	Noxious Weed- 0418011003-197th ST E	\$23.51
			001-553-14-40-00	Surface Water-	\$0.00
			101-539-20-40-00	Noxious Weed-	\$0.00
			101-542-30-53-00	Surface Water-	\$0.00
			104-536-50-41-01	Surface Water- 0418011003-197th ST E	\$3.31
			401-534-50-40-00	Surface Water-	\$0.00
			401-539-20-40-00	Noxious Weed-	\$0.00
			408-539-20-40-00	Noxious Weed-	\$0.00
			410-531-20-40-00	Noxious Weed-	\$0.00
		0419251024-Williams CT NW	001-518-30-40-01	Conservation District-0419251024 -Williams CT NW	\$8.20
			001-553-14-40-00	Surface Water- 0419251024- Williams CT NW	\$17.90
			410-531-20-40-00	Noxious Weed- 0419251024- Williams CT NW	\$8.12
		0518062003-156th AVE E	001-518-30-40-01	Conservation District-0518062003 -156th AVE E	\$8.93
			401-534-50-40-00	Surface Water- 0518062003-156th AVE E	\$4.91
			401-539-20-40-00	Noxious Weed- 0518062003-156th AVE E	\$23.51
		0518084002-22322 Fisk RD E	001-518-30-40-01	Conservation District-0518084002 -22322 Fisk RD E	\$9.25
			401-534-50-40-00	Surface Water- 0518084002-22322 Fisk RD E	\$3.39
			401-539-20-40-00	Noxious Weed- 0518084002-22322 Fisk RD E	\$134.71
		0519192009-Orting City Park	001-518-30-40-01	Conservation District-0519192009 -Orting City Park	\$8.12

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	0519192009-Orting City Park	001-539-20-40-00	Noxious Weed- 0519192009-Orting City Park	\$3.56
			001-553-14-40-00	Surface Water- 0519192009-Orting City Park	\$17.90
		0519194015-Tracts	001-518-30-40-01	Conservation District-0519194015 -Tracts	\$8.12
			410-531-20-40-00	Noxious Weed- 0519194015-Tracts	\$1.79
		0519293126-101 to 102 Train ST SW	001-518-30-40-01	Conservation District-0519293126 -101 to 102 Train ST SW	\$8.12
			001-539-20-40-00	Noxious Wee- 0519293126-101 to 102 Train ST SW	\$2.94
		0519293131-221 Whitesell ST NW	001-518-30-40-01	Conservation District 0519293131 -221 Whitesell ST NW	\$8.12
			001-539-20-40-00	Noxious Weed- 0519293131-221 Whitesell ST NW	\$1.79
		0519293132-104 Whitesell ST NW	001-518-30-40-01	Conservation District-0519293132 -104 Whitesell ST NW	\$8.12
			001-553-14-40-00	Surface Water- 0519293132-104 Whitesell ST NW	\$2.57
		0519293133-101 Washington Ave N	001-518-30-40-01	Conservation District-0519293133 -101 Washington Ave N	\$8.12
			001-539-20-40-00	Noxious Weed- 0519293133-101 Washington Ave N	\$2.01
		0519301021-811 Old Pioneer Way NW	001-518-30-40-01	Conservation District-0519301021 -811 Old Pioneer Way NW	\$1.79
			001-539-20-40-00	Noxious Weed- 0519301021-811 Old Pioneer Way NW	\$8.93
		0519301022-Washington Ave	001-518-30-40-01	Conservation District-0519301022 -Washington Ave	\$1.79
			001-539-20-40-00	Noxious Weed- 0519301022- Washington Ave	\$8.12
		0519301023-Washington Ave E	001-518-30-40-01	Conservation District-0519301023 -Washington Ave E	\$1.79
			001-539-20-40-00	Noxious Weed- 0519301023- Washington Ave E	\$8.12
		0519301024-Washington Ave E	001-518-30-40-01	Conservation District-0519301024 -Washington Ave E	\$1.79
			001-539-20-40-00	Noxious Weed- 0519301024- Washington Ave E	\$8.12

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	0519301025-Washington Ave E	001-518-30-40-01	Conservation District-0519301025 -Washington Ave E	\$2.09
			001-539-20-40-00	0519301025- Washington Ave E	\$8.12
		0519301034-Rocky RD NE	001-518-30-40-01	Conservation District-0519301034 -Rocky RD NE	\$8.93
			408-539-20-40-00	Noxious Weed- 0519301034-Rocky RD NE	\$3.95
		0519301035-901 Rocky RD NE	001-518-30-40-01	Conservation District-0519301035 -901 Rocky RD NE	\$8.12
			408-535-50-47-17	State Forest Protection- 0519301035-901 Rocky RD NE	\$17.90
			410-531-20-40-00	Noxious Weed- 0519301035-901 Rocky RD NE	\$4.36
		0519302018-Washington Ave	001-518-30-40-01	Conservation District-0519302018 -Washington Ave	\$1.79
			001-539-20-40-00	Noxious Weed- 0519302018- Washington Ave	\$8.12
		0519302023-Old Pioneer Way NW	001-518-30-40-01	Conservation District-0519302023 -Old Pioneer Way NW	\$8.93
			001-553-14-40-00	Surface Water- 0519302023-Old Pioneer Way NW	\$1.79
		0519304037-401 Washington BLVD NW	001-518-30-40-01	Conservation District-0519304037 -401 Washington BLVD NW	\$7.97
			001-539-20-40-00	Noxious Weed- 0519304037-401 Washington BLVD NW	\$17.90
			001-553-14-40-00	Surface Water- 0519304037-401 Washington BLVD NW	\$8.12
		0519311022-601 Calistoga ST SW	001-518-30-40-01	Conservation District-0519311022 -601 Calistoga ST SW	\$8.93
			401-534-50-40-00	Surface Water-	\$1.79
		0519311068-703 Kansas ST SW	001-518-30-40-01	Conservation District-0519311068 -703 Kansas ST SW	\$9.25
			101-539-20-40-00	0519311068-703 Kansas ST SW	\$1.79
		0519311092-801 Calistoga ST W	001-518-30-40-01	Conservation District-	\$8.12
			001-553-14-40-00	Surface Water-	\$17.90
			410-531-20-40-00	Noxious Weed-	\$3.34
		0519311094-Calistoga ST W	001-518-30-40-01	Conservation District-0519311094 -Calistoga ST W	\$8.12

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	0519311094-Calistoga ST W	001-539-20-40-00	Noxious Weed- 0519311094- Calistoga ST W	\$1.79
		0519311110-18210 Leach RD E	001-518-30-40-01	Conservation District-0519311110 -18210 Leach RD E	\$8.12
			410-531-20-40-00	Noxious Weed- 0519311110-18210 Leach RD E	\$2.57
		0519311113-Leach RD E	001-518-30-40-01	Conservation District-0519311113 -Leach RD E	\$8.12
			001-539-20-40-00	Noxious Weed- 0519311113-Leach RD E	\$5.23
			001-553-14-40-00	Surface Water- 0519311113-Leach RD E	\$17.90
		0519311114-Leach RD E	001-518-30-40-01	Conservation District-0519311114 -Leach RD E	\$8.92
			001-539-20-40-00	Noxious Weed- 0519311114-Leach RD E	\$2.27
			001-553-14-40-00	Surface Water- 0519311114-Leach RD E	\$17.90
		0519321017-425 Washington AVE SE	001-518-30-40-01	Conservation District-0519321017 -425 Washington AVE SE	\$8.12
			001-539-20-40-00	Noxious Weed- 0519321017-425 Washington AVE SE	\$3.00
		0519322014-Eldredge AVE SW	001-518-30-40-01	Conservation District-0519322014 -Eldredge AVE SW	\$8.12
			101-539-20-40-00	Noxious Weed- 0519322014- Eldredge AVE SW	\$1.79
		0519322095-Eldredge AAVE SW	001-518-30-40-01	Conservation District-0519322095 -Eldredge AAVE SW	\$8.12
			001-539-20-40-00	Noxious Weed- 0519322095- Eldredge AAVE SW	\$1.79
		0519322115-310 Ikey ST SW	001-518-30-40-01	Conservation District-0519322115 -310 Ikey ST SW	\$8.12
			401-539-20-40-00	Noxious Weed- 0519322115-310 Ikey ST SW	\$1.97
		0519324018-18711 SR 162 E	001-518-30-40-01	Conservation District-0519324018 -18711 SR 162 E	\$8.93
			401-534-50-40-00	Surface Water- 0519324018-18711 SR 162 E	\$1.95
			401-539-20-40-00	Noxious Weed- 0519324018-18711 SR 162 E	\$134.71
		0519326010-102 Bridge ST S	001-518-30-40-01	Conservation District-0519326010 -102 Bridge ST S	\$8.93

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	0519326010-102 Bridge ST S	101-539-20-40-00	Noxious Weed- 0519326010-102 Bridge ST S	\$1.79
		0519326012-Corrin AVE SE	001-518-30-40-01	Conservation District-0519326012 -Corrin Ave SE	\$8.12
			101-539-20-40-00	Noxious Weed-	\$1.79
		0519326013-Corrin AVE SE	001-518-30-40-01	Conservation District-0519326013 -Corrin AVE SE	\$8.12
			001-539-20-40-00	Noxious Weed- 0519326013-Corrin AVE SE	\$1.79
		0519362005-23128 177th ST E	001-518-30-40-01	Conservation District-0519362005 -23128 177th ST E	\$8.12
			001-553-14-40-00	Surface Water- 0519362005-23128 177th ST E	\$7.03
			408-535-50-47-17	State Forest Protection- 0519362005-23128 177th ST E	\$17.90
			408-539-20-40-00	Noxious Weed- 0519362005-23128 177th ST E	\$23.51
		3670000512-201 Calistoga ST W	001-518-30-40-01	Conservation District-3670000512 -201 Calistoga ST W	\$1.79
			001-539-20-40-00	Noxious Weed- 3670000512-201 Calistoga ST W	\$8.12
		3670200100-Tract	001-518-30-40-01	Conservation District-3670200100 -Tract	\$8.12
			001-539-20-40-00	Noxious Weed- 3670200100-Tract	\$1.79
		4685000064-Harrison LN NW	001-518-30-40-01	Conservation District-4685000064 -Harrison LN NW	\$8.12
			101-539-20-40-00	Noxious Weed- 4685000064- Harrison LN NW	\$1.79
		5925000360-Tracts	001-518-30-40-01	Conservation District-5925000360 -Tracts	\$8.12
			001-539-20-40-00	Noxious Weed- 5925000360-Tracts	\$1.79
		5925000440-Tracts	001-518-30-40-01	Conservation District-5925000440 -Tracts	\$8.12
			001-539-20-40-00	Noxious Weed- 5925000440-Tracts	\$1.79
		5925200050-Tracts	001-518-30-40-01	Conservation District-5925200050 -Tracts	\$8.12
			001-539-20-40-00	Noxious Weed- 5925200050-Tracts	\$1.79
		5925200110-Tracts	001-518-30-40-01	Conservation District-5925200110 -Tracts	\$8.12
			001-539-20-40-00	5925200110-Tracts	\$1.79
		5925200180-Deed Lane SW	001-518-30-40-01	Conservation District-5925200180 -Deed Lane SW	\$8.12

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	5925200180-Deed Lane SW	001-539-20-40-00	Noxious Weed- 5925200180-Deed Lane SW	\$1.79
		5925200190-Deed LN SW	001-518-30-40-01	Conservation District-5925200190 -Deed LN SW	\$8.12
			001-539-20-40-00	Noxious Weed- 5925200190-Deed LN SW	\$1.79
		6565000070-202 Washington AVE S	001-518-30-40-01	Conservation District-6565000070 -202 Washington AVE S	\$8.92
			001-539-20-40-00	Noxious Weed- 6565000070-202 Washington AVE S	\$1.79
		6565000080-202 Washington AVE S	001-518-30-40-01	Conservation District-6565000080 -202 Washington AVE S	\$8.92
			001-539-20-40-00	Noxious Weed- 6565000080-202 Washington AVE S	\$1.79
		6565000090-110 Train ST SE	001-518-30-40-01	Conservation District-6565000090 -110 Train ST SE	\$8.93
			001-539-20-40-00	Noxious Weed- 6565000090-110 Train ST SE	\$1.79
			001-553-14-40-00	Surface Water-	\$0.00
			101-539-20-40-00	Noxious Weed-	\$0.00
			101-542-30-53-00	Surface Water-	\$0.00
			104-536-50-41-01	Surface Water-	\$0.00
			401-534-50-40-00	Surface Water-	\$0.00
			401-539-20-40-00	Noxious Weed-	\$0.00
			408-539-20-40-00	Noxious Weed-	\$0.00
			410-531-20-40-00	Noxious Weed-	\$0.00
		6565000420-Ammons LN NE	001-518-30-40-01	Conservation District-6565000420 -Ammons LN NE	\$8.12
			101-539-20-40-00	Noxious Weed- 6565000420- Ammons LN NE	\$1.79
		6565000440-Ammons LN NE	001-518-30-40-01	Conservation District-6565000440 -Ammons LN NE	\$8.12
			001-539-20-40-00	Noxious Weed- 6565000440- Ammons LN NE	\$1.79
		6830000030-515 Calisotga ST W	001-518-30-40-01	Conservation District-6830000030 -515 Calisotga ST W	\$9.25
			001-539-20-40-00	Noxious Weed- 6830000030-515 Calisotga ST W	\$1.79
		6830000030-515 Calistoga ST W	001-518-30-40-01	Conservation District-	\$0.00
			001-539-20-40-00	Noxious Weed-	\$0.00
			001-553-14-40-00	Surface Water-	\$0.00
			101-539-20-40-00	Noxious Weed-	\$0.00
			101-542-30-53-00	Surface Water-	\$0.00
			104-536-50-41-01	Surface Water-	\$0.00
			401-534-50-40-00	Surface Water-	\$0.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	683000030-515 Calistoga ST W	401-539-20-40-00	Noxious Weed-	\$0.00
			408-539-20-40-00	Noxious Weed-	\$0.00
			410-531-20-40-00	Noxious Weed-	\$0.00
		7000400990-Icey ST SW	001-518-30-40-01	Conservation District-7000400990 -Icey ST SW	\$8.12
		7000540610-511 Brown ST NE	001-518-30-40-01	Conservation District-7000540610 -511 Brown ST NE	\$8.12
			101-539-20-40-00	Noxious Weed- 7000540610-511 Brown ST NE	\$2.45
		7000570610-Tract	001-518-30-40-01	Conservation District-7000570610 -Tract	\$1.79
			001-539-20-40-00	Noxious Weed- 7000570610-Tract	\$8.12
		7000940480-409 Orting Ave NW	001-518-30-40-01	Conservation District-7000940480 -409 Orting Ave NW	\$2.43
			001-539-20-40-00	Noxious Weed- 7000940480-409 Orting Ave NW	\$8.12
		7000980080-802 Calistoga ST W	001-518-30-40-01	Conservation District-7000980080 -802 Calistoga ST W	\$8.12
			001-539-20-40-00	Noxious Weed- 7000980080-802 Calistoga ST W	\$2.80
		7001320210-Icey ST SW	001-518-30-40-01	Conservation District-7001320210 -Icey ST SW	\$8.12
			410-531-20-40-00	Noxious Weed- 7001320210-Icey ST SW	\$1.79
		7001470860-1203 OLD PIONEER WY NW	001-518-30-40-01	Conservation District-7001470860 -1203 OLD PIONEER WY NW	\$8.12
			001-539-20-40-00	Noxious Weed-	\$0.00
			001-553-14-40-00	Surface Water-	\$0.00
			101-539-20-40-00	Noxious Weed-	\$0.00
			101-542-30-53-00	Surface Water-	\$0.00
			104-536-50-41-01	Surface Water-	\$0.00
			401-534-50-40-00	Surface Water-	\$0.00
			401-539-20-40-00	Noxious Weed- 7001470860-1203 OLD PIONEER WY NW	\$1.79
			408-539-20-40-00	Noxious Weed-	\$0.00
			410-531-20-40-00	Noxious Weed-	\$0.00
		7001610940-Tracts	001-518-30-40-01	Conservation District-7001610940 -Tracts	\$1.79
			001-539-20-40-00	Noxious Weed- 7001610940-Tracts	\$8.12
		7001770850-101 Williams BLVD NE	001-518-30-40-01	Conservation District-7001770850 -101 Williams BLVD NE	\$2.14
			410-531-20-40-00	Noxious Weed- 7001770850-101 Williams BLVD NE	\$8.12

Vendor	Number	Invoice	Account Number	Notes	Amount
Pierce County Budget & Finance	48386	7001770860-Tracts	001-518-30-40-01	Conservation District-7001770860 -Tracts	\$8.12
			410-531-20-40-00	7001770860-Tracts	\$2.14
		7001861130-Tracts	001-518-30-40-01	Conservation District-7001861130 -Tracts	\$8.93
			408-539-20-40-00	Noxious Weed- 7001861130-Tracts	\$1.79
		7001972550-Tracts	001-518-30-40-01	Conservation District-7001972550 -Tracts	\$1.79
			410-531-20-40-00	7001972550-Tracts	\$8.12
		7001972560-Tracts	001-518-30-40-01	Conservation District-7001972560 -Tracts	\$1.79
			410-531-20-40-00	Noxious Weed- 7001972560-Tracts	\$8.12
		7001972570-Tracts	001-518-30-40-01	Conservation District-7001972570 -Tracts	\$1.79
			101-539-20-40-00	7001972570-Tracts	\$8.12
		7001972580-Tracts	001-518-30-40-01	Conservation District-7001972580 -Tracts	\$1.79
			101-539-20-40-00	Noxious Weed- 7001972580-Tracts	\$8.12
		7002121840-Tracts	001-518-30-40-01	Conservation District-7002121840 -Tracts	\$8.12
			101-539-20-40-00	Noxious Weed- 7002121840-Tracts	\$1.79
		7002130730-1116 Ross AVE NW	001-518-30-40-01	Conservation District-7002130730 -1116 Ross AVE NW	\$8.12
			101-539-20-40-00	Noxious Weed- 7002130730-1116 Ross AVE NW	\$1.79
		7002130750-Tracts	001-518-30-40-01	Conservation District-7002130750 -Tracts	\$8.93
			408-539-20-40-00	Noxious Weed- 7002130750-Tracts	\$1.79
		7002130760-Tracts	001-518-30-40-01	Conservation District-7002130760 -Tracts	\$8.12
			101-539-20-40-00	Noxious Weed- 7002130760-Tracts	\$1.79
		7002150390-Tracts	001-518-30-40-01	Conservation District-7002150390 -Tracts	\$8.12
			410-531-20-40-00	Noxious Weed- 7002150390-Tracts	\$1.79
		7002150400-Tracts	001-518-30-40-01	Conservation District-7002150400 -Tracts	\$8.12
			410-531-20-40-00	Noxious Weed- 7002150400-Tracts	\$2.41
		7002750840-Tracts	001-518-30-40-01	Conservation District-7002750840 -Tracts	\$1.79
			101-539-20-40-00	Noxious Weed- 7002750840-Tracts	\$8.12
				Total	\$1,410.07

Vendor	Number	Invoice	Account Number	Notes	Amount
Platt	48387	OC01970	105-576-80-48-01	Cap for Fountain	\$52.08
				Total	\$52.08
POP Gymnastics Collective LLC	48388	Tumbling-Feb 2020	001-571-20-31-15	Tumbling-Feb 2020	\$307.13
				Total	\$307.13
Puget Sound Energy	48389	200005438367-Mar2020	401-534-50-47-05	Wingate Pump Station	\$559.54
		200015669910-Mar2020	401-534-50-47-02	Wingate Chlorinator	\$255.69
		200020009249-Mar2020	401-534-50-47-02		\$24.40
		200021064239-Mar2020	401-534-50-47-03	Well 1	\$1,352.52
				Total	\$2,192.15
Recovery Cafe	48390	003-March 2020	001-571-20-31-39	Grant Recovery Cafe-March 2020	\$833.33
				Total	\$833.33
Rose, Ashleigh	48344	Rose-Milage	001-521-40-49-00	Mileage for Police Academy	\$451.26
				Total	\$451.26
Schwab, Erica	48391	0000001-Feb2020	001-521-10-10-04	Civil Service-Consultant-Feb 2020	\$300.00
				Total	\$300.00
Schwab-Ellison Co, Inc	48392	82200443533	105-576-80-48-03	Tire Repair-FA1017 & FA1036	\$39.54
				Total	\$39.54
Scientific Supply & Equip	48393	31443027	408-535-10-31-00	Lab Supplies	\$644.13
		31443145	408-535-10-31-00	Lab Supplies	\$101.58
				Total	\$745.71
SCORE	48394	4362	001-523-60-41-00	Jail Fees-JAN 2020	\$5,520.00
				Total	\$5,520.00
SHRED-IT USA	48395	8129212519	001-521-20-31-03	PD Shredding	\$99.77
		Invoice - 3/3/2020 1:21:25 PM	001-514-23-31-02	City Hall Shredding	\$89.80
				Total	\$189.57
Spectral Laboratories	48396	147090	408-535-10-41-03	Lab Testing	\$168.00
				Total	\$168.00
Stanley Convergent Security Solutions INC	48397	17282029	001-521-20-31-03	Alarm-PSB	\$80.07
				Total	\$80.07
Sumner Lawn'n Saw	48398	43412	105-576-80-48-01	Service on Weed Eater-FA076	\$44.88

Vendor	Number	Invoice	Account Number	Notes	Amount	
Sumner Lawn'n Saw	48398	43412	410-531-38-48-01	Service on Weed Eater-FA076	\$67.31	
		43413	105-576-80-48-01	Service on Weed Eater-FA074	\$56.50	
	43414	43414	410-531-38-48-01	Service on Weed Eater-FA074	\$84.74	
		43414	105-576-80-48-01	Service on Weed Eater-FA077	\$88.19	
	43415	43415	410-531-38-48-01	Service on Weed Eater-FA077	\$132.28	
		43415	105-576-80-48-01	Service on Weed Eater-FA106	\$55.28	
		43415	410-531-38-48-01	Service on Weed Eater-FA106	\$77.90	
					Total	\$607.08
T M G Services Inc	48399	0044787-IN	401-534-50-48-04	KIT PM D5	\$433.94	
				Total	\$433.94	
The Walls Law Firm	48400	33-Feb 2020	001-515-41-41-03	Prosecuting Attorney-Feb 2020	\$1,875.00	
				Total	\$1,875.00	
UniFirst Corporation	48401	330 1609704	408-535-10-31-03	Uniform Item- Protective Services	\$174.37	
				Total	\$174.37	
US Bank Equipment Finance	48402	408342236	001-594-14-41-04	City Hall Copier Lease	\$655.66	
				Total	\$655.66	
Usabluebook	48403	142214	408-535-10-31-01	Tergajet Detergent	\$108.02	
				Total	\$108.02	
UV Doctor Lamps Llc	48404	13159	408-535-50-48-03	Bulbs for UV System WWTP	\$273.25	
				Total	\$273.25	
Verizon Wireless	48405	9848463677	001-512-50-42-00	Cell Phones-Court	\$44.92	
			001-514-23-42-00	Cell Phones	\$215.22	
			001-524-20-42-00	Cell Phones	\$47.28	
			401-534-10-42-01	Cell Phones	\$476.40	
			408-535-10-42-01	Cell Phones	\$476.40	
			9848463678	001-512-50-42-00	Cell Phones-Court	\$49.74
			001-521-20-45-01	Cell Phones-PD	\$498.63	
			001-521-20-45-02	Cell Connection Data-PD	\$481.24	
				Total	\$2,289.83	
Vision Forms LLC	48406	5863	401-534-10-31-00	Utility Bill Processing & Mailing	\$218.73	
			401-534-10-42-00	Utility Bill Processing & Mailing	\$440.44	
			408-535-10-31-00	Utility Bill Processing & Mailing	\$218.72	

Vendor	Number	Invoice	Account Number	Notes	Amount	
Vision Forms LLC	48406	5863	408-535-10-42-00	Utility Bill Processing & Mailing	\$440.44	
			410-531-38-31-00	Utility Bill Processing & Mailing	\$218.73	
			410-531-38-42-00	Utility Bill Processing & Mailing	\$440.45	
				Total	\$1,977.51	
Washington State Criminal Justice Training Comm	48407	201134058	001-521-40-41-06	BLEA Class 803-Ashleigh Rose	\$3,347.00	
				Total	\$3,347.00	
Water Management Lab Inc.	48408	183011	401-534-10-41-03	Lab Testing	\$161.00	
			183217	401-534-10-41-03	Lab Testing	\$177.00
				Total	\$338.00	
Wells Fargo Financial Leasing	48409	5009395667	105-576-80-31-00	Public Works Copier	\$13.94	
			401-534-10-31-00	Public Works Copier	\$46.46	
			408-535-10-31-00	Public Works Copier	\$18.58	
			410-531-38-31-00	Public Works Copier	\$13.93	
				Total	\$92.91	
Grand Total					\$571,207.34	



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Date
Subject: Resolution Setting Hearing on Petition to Vacate Unopened Portion of Kansas Street	AB20-24			
				3.11.20
	Department:	Administration		
	Date Submitted:	3/5/20		
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:				
Submitted By:	Mark Bethune, City Administrator; Charlotte Archer, City Attorney			
Fiscal Note:				
Attachments: Resolution No. 2020-09				
<p>SUMMARY STATEMENT: The City received a petition for vacation of a portion of unopened Kansas Street at the intersection to Calistoga from Scott Corliss, the owner of the abutting parcel to the south (the "Petitioner"). The Petitioner owns more than two-thirds of the property abutting the portion of property sought to be vacated. The remaining one-third is owned by PSE and the Wang Family.</p> <p>This right of way was originally purchased by the City for \$500 more than 25 years ago, and is not currently used for right of way purposes. The City has no current plans to develop this lands into a public road now or in the future. There are no utilities currently in this right of way.</p> <p>Staff recommends setting the hearing on the petition to vacate the unopened right of way. The hearing will be noticed for a minimum of twenty days, pursuant to RCW 35.79.020.</p>				
<p>RECOMMENDED ACTION: Motion: To Adopt Resolution No. 2020-09, Setting A Public Hearing On April 8, 2020 At 7PM At The Multi-Purpose Center On The Petition To Vacate A Portion Of Unopened Kansas Street.</p>				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-09

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, SETTING THE TIME AND PLACE FOR A
PUBLIC HEARING ON APRIL 8, 2020 AT 7PM IN THE CITY
COUNCIL MEETING CHAMBERS TO TAKE PUBLIC
TESTIMONY REGARDING THE PETITION TO VACATE A
PORTION OF UNOPENED KANSAS STREET**

WHEREAS, pursuant to RCW Ch. 35.79, the owners of any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City to seek vacation of that street or alley; and

WHEREAS, the City of Orting has received a petition from Scott Corliss who owns property abutting a certain portion of unopened Kansas Street as shown on the attached Exhibit A; and

WHEREAS, the petition is signed by the owners of more than two-thirds of the property abutting the portion sought for vacation; and

WHEREAS, pursuant to RCW Ch. 35.79, the City must hold a public hearing of the petition and provide notice;

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

Section 1. Hearing. The City Council hereby sets Wednesday, April 8, 2020 at approximately 7:00 PM at the Orting Multi-Purpose Center, located at 202 Washington Ave. S, Orting, WA, for a public hearing on the petition attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Authorization to Notice Hearing. The City Council hereby authorizes the Clerk to provide notice of this Resolution by posting in three public places in the City and at the property to be vacated, at least twenty (20) days prior to the hearing.

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 11th DAY OF MARCH, 2020.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney



CITY OF ORTING

110 TRAIN ST SE, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
www.cityoforting.org

PETITION TO VACATE A STREET, ALLEY OR PUBLIC EASEMENT

Name of Petitioner(s): Scott Corliss TTEE

Address: 3106 Sumner Tapps Hwy E, Suite A, Lake Tapps WA 98391

Email: scotte@corlissresources.com

Phone: 253-826-5003

Preferred Method of Communication: Email / **Mail**

Name and Contact Information for Any Requested Additional Recipient of Documents Relating to Petition: Colleen Harris, Apex Engineering 253-473-4494 x 1116 harris@apexengineering.net

Legal Description of Street, Alley or Public Easement to be vacated:

See attached

Pierce County Tax Parcel Number (or portion thereof): Public Right-of-Way

Size of Street, Alley, Public Easement, or Part Thereof to be vacated (in square feet): 512

Does the Street, Alley Public Easement or Part Thereof abut any body of water? No If so, please describe:

Will the vacation result in any parcel of land being denied direct access? No

Basis for requesting the vacation: Petitioner owns a parcel that, at the **northeast** corner is currently encumbered by an un-used segment of unopened right of way. That unopened right of way is not used by the City for any **purpose**, and there is fencing, trees and shrubs present that have been in place for **many** years. The City has apparently abandoned maintaining this area in a manner accommodating municipal road use.

PETITION PER RCW 35.79.010

We, the owners of two-thirds of the real property abutting the street, alley, or part thereof, or underlying the public easement, or part thereof, legally described on page 1 of this Petition, petition the City Council of the City of Orting to vacate this street, alley, public easement, or part thereof:

NAME	ADDRESS	LEGAL DESCRIPTION
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Scott Corliss

3106 Sumner Tapps Hwy E. Suite A
Lake Tapps WA 98391

Parcel B of BLA 2011-09-23-5001



EXHIBIT A
RIGHT OF WAY VACATION LEGAL DESCRIPTION

(BENEFITTING TPN 0519311093)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31,
TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE
COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 89°40'14" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 519.25 FEET
TO A POINT ON THE WESTERLY MARGIN OF CALISTOGA AVENUE, SAID POINT ALSO BEING THE
NORTHEAST CORNER OF PARCEL DEEDED TO THE TOWN OF ORTING PER AUDITOR'S FILE NO.
1240716, RECORDS OF PIERCE COUNTY AUDITOR;
THENCE CONTINUING SOUTH 89°40'14" WEST, ALONG THE NORTH LINE OF SAID PARCEL AND
SAID SUBDIVISION, 359.12 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 46°59'31" EAST, 21.86 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE SOUTH 89°40'14" WEST, ALONG SAID SOUTH LINE, 42.07 FEET TO THE SOUTHWEST
CORNER OF SAID PARCEL;
THENCE NORTH 00°19'46" WEST, ALONG THE WEST LINE OF SAID PARCEL, 15.00 FEET TO THE
NORTHWEST CORNER OF SAID PARCEL AND THE NORTH LINE OF AFORESAID SUBDIVISION;
THENCE NORTH 89°40'14" EAST, ALONG THE NORTH LINES OF SAID PARCEL AND SAID
SUBDIVISION, 26.17 FEET TO THE POINT OF **BEGINNING**.

(CONTAINING 512 SQ. FT., MORE OR LESS)

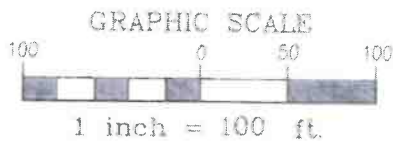
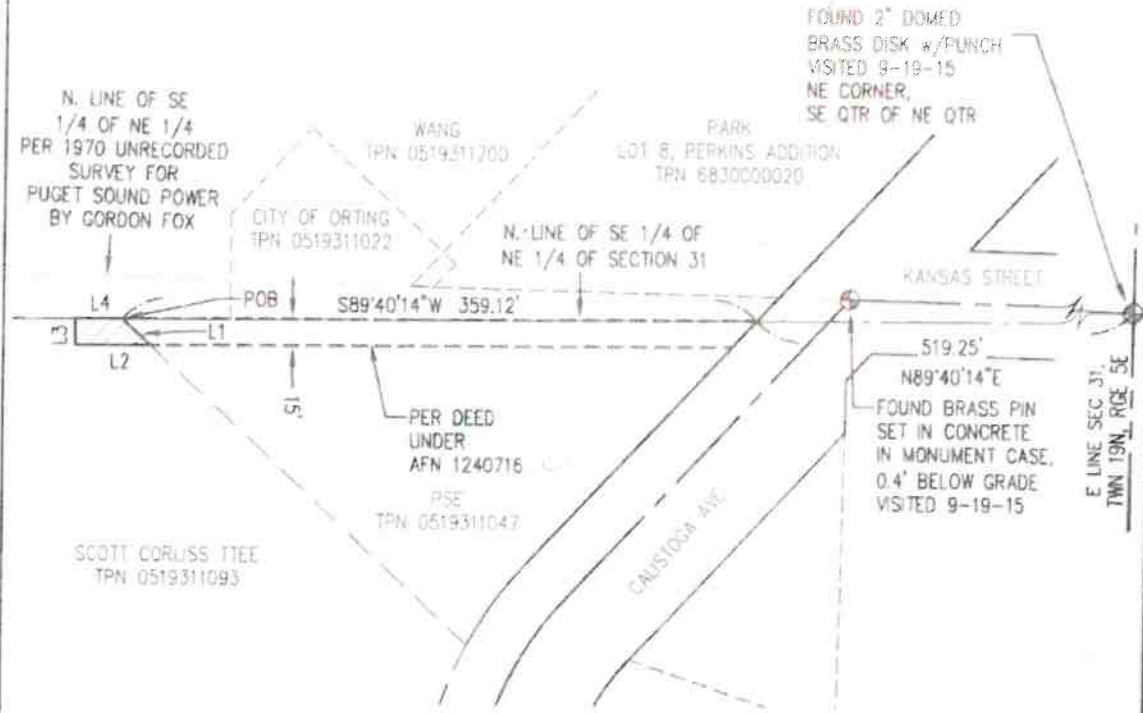


TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792



EXHIBIT B

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31,
TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M.
CITY OF ORTING, PIERCE COUNTY, WASHINGTON



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°59'31"E	21.86
L2	S89°40'14"W	42.07
L3	N00°19'46"W	15.00
L4	N89°40'14"E	26.17

SHEET 1 OF 1

ROW VACATION EXHIBIT (BENEFITTING TPN 0519311093)			
APEX JOB NO: 33008	DATE: 01/14/2020		
DRAWN BY: SIS	CHECKED BY: TJM	2601 South 35th, Suite 200 Tacoma, Washington 98409-7479 (253) 473-6694 FAX: (253) 473-0599 © APEX ENGINEERING LLC 2020	
DWG. NO: 33008ROWEXH.DWG	SCALE: 1"=100'		



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Sale of City property adjacent to cemetery	AB20-28			
				3.11.20
	Department:	Admin		
	Date Submitted:			
Cost of Item:	<u>\$ NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$ NA</u>			
Bars #:				
Timeline:	March 2020			
Submitted By:	Mark Bethune			
Fiscal Note:				
Attachments:	Purchase and Sale			
SUMMARY STATEMENT:				
<p>The City Council agreed to surplus the Peirce County Tax Parcel No. 0418011003, which is made up of 9.8 acres of land adjacent to the cemetery in its meeting of February 26th. The property has an offer of \$100,000 from the McMahan family who owns the adjacent property. The City had an appraisal in 2019 that showed a value of \$95,000. If accepted, the City will reinvest the proceeds in the City’s cemetery by using the proceeds to build an irrigation system for the cemetery and reduce labor expense. Because the cemetery now rarely brings in revenue, the costs for running the cemetery have fallen on the general fund.</p>				
<p>RECOMMENDED ACTION: MOTION: <i>To authorize the sale of Parcel No. 0418011003 to the McMahan family for \$100,000 plus costs and fees, and authorize the Mayor to execute all documents necessary to complete the sale, in a form acceptable to the City Attorney.</i></p>				

VACANT LAND

PURCHASE AND SALE AGREEMENT

THIS VACANT LAND PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of the last of the signature dates below, is by and between the City of Orting, a Washington municipal corporation ("Seller") and Wolf River, LLC, a Washington limited liability company ("Buyer").

RECITALS:

A. Seller owns the real property identified as Pierce County Tax Parcel No. 0418011003 and legally described on **Exhibit A** hereto (the "Property").

B. Seller desires to sell and Buyer desires to purchase the Property on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

ARTICLE I.

AGREEMENT TO SELL AND PURCHASE

1.1 Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller on the terms and conditions expressly set forth in this Agreement.

ARTICLE II.

PURCHASE PRICE

2.1 Purchase Price. The Purchase Price for the Property is One Hundred Thousand Dollars (\$100,000.00).

2.2 Manner of Payment. The Purchase Price shall be paid in full in cash or immediately available funds at Closing, with credit for the Deposit.

ARTICLE III.

DESIGNATION OF ESCROW AGENT/DEPOSIT

3.1 Designation of Escrow Agent. Upon the Parties' mutual execution of this Agreement, Seller will open an escrow with Nelson Allen Escrow in Puyallup Washington.

3.2 Deposit. Within three (3) business days after the date of the Parties' mutual execution of this Agreement, Buyer shall deposit with Escrow Agent the sum of Fifteen Hundred Dollars (\$1,500.00) in cash or by check payable to the Title Company ("the Deposit"). If Closing does not occur, the Deposit will be disposed of as provided in either Section 3.3 or Section 3.4 below, as applicable.

3.3 Disposition Upon Termination for Failure of a Condition or – Refund to Buyer. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination, the Deposit shall be refunded to Buyer, then within three (3) business days after receipt of written notice from Buyer demanding the Deposit, Escrow Agent is hereby directed to deliver the Deposit to Buyer.

3.4 Termination for Buyer’s Default or After Waiver or Satisfaction of Conditions – Delivery to Seller. If this Agreement is terminated due to Buyer’s default or pursuant to any section hereof stating that upon termination, the Deposit shall be delivered to Seller, then within three (3) business days after receipt of written notice from Seller demanding the Deposit, Escrow Agent is hereby directed to deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).

ARTICLE IV.
TITLE TO PROPERTY

4.1 Title Review; “Permitted Exceptions”. Upon the Parties’ mutual execution of this Agreement, Buyer shall order a preliminary commitment for title insurance from the Title Company naming Buyer as the insured in the amount of the Purchase Price (the “Title Commitment”) and request a copy of the Title Commitment and copies of all documents of record referred to in the Schedule B Special Exceptions to be delivered to Buyer, with a copy to Seller. Buyer and/or Buyer’s counsel may review the Title Commitment and such other matters of title as Buyer may elect to examine, and Buyer shall notify Seller of any objections Buyer may have to the title, in accordance with the procedure outlined below:

4.1.1 Buyer’s Notification. No later than fifteen (15) days after the later of (a) receipt of the Title Commitment, or (b) the Parties’ mutual execution of this Agreement, Buyer shall deliver written notification to Seller of Buyer’s approval or disapproval of the Title Commitment, which notification shall list each exception in Schedule B thereof to which Buyer objects (“Buyer’s Notification”); provided, however, that regardless of whether Buyer delivers Buyer’s Notification, Seller agrees that all monetary encumbrances or liens shall be paid or discharged by Seller on or before Closing. Except for any such monetary encumbrances or liens, any exceptions not objected to or disapproved by Buyer in writing shall be deemed Permitted Exceptions.

4.1.2 Seller’s Response. Seller shall have five (5) business days after receipt of Buyer’s Notification to deliver written notice to Buyer (“Seller’s Response”) identifying those title exceptions, if any, to which Buyer objected in Buyer’s Notification which Seller agrees, in addition to monetary encumbrances or liens, to cause to be removed from the Title Policy (hereinafter defined) on or before Closing. The absence of a Seller’s Response within the time herein provided shall constitute Seller’s notice to Buyer of Seller’s election not to remove any such exceptions, other than monetary encumbrances or liens. On or before the Closing Date, Seller shall remove those title exceptions that Seller has stated in Seller’s Response it intends to remove and all monetary encumbrances or liens.

4.1.3 Buyer’s Right to Terminate. If Seller does not notify Buyer in Seller’s Response that Seller will remove all exceptions disapproved by Buyer, then Buyer shall have the right to terminate this Agreement upon written notice given to Seller no later than five (5) business days after Buyer’s receipt of Seller’s Response, or five (5) business days after Seller’s Response was due, if no Seller’s Response is provided, whichever is later. If Buyer terminates this Agreement on such basis, the provisions of Section 3.3 shall apply. If Buyer

does not give written notice of termination within the time period provided in this Subsection 4.1.3, (subject to the timing provisions set forth in Paragraph 13 herein), then all title exceptions disclosed on the Title Commitment, other than monetary encumbrances or liens, not agreed by Seller to be removed from the Title Policy at or prior to Closing shall be included as part of the Permitted Exceptions.

4.1.4 New Exceptions. The procedure for Buyer's Notification and Seller's Response and Buyer's Right to Terminate as provided in Subsections 4.1.1 and 4.1.2 above shall apply to any title exceptions that first appear after Buyer's receipt of the Title Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; *provided*, however, that if a new title exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such New Exception.

4.1.5 Effect of Seller's Failure to Cause Exceptions to be Removed. If Seller shall fail to remove on or before Closing any Title Exception required to be removed hereunder, then Buyer shall have the right either (a) to terminate this Agreement and to receive a full refund of the Deposit, or (b) to proceed to Closing and to accept title to the Property subject to such title exceptions, in which case such additional exceptions shall be included among the Permitted Exceptions.

4.2 Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (a) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (b) terminate this Agreement and receive a refund of the Deposit.

4.3 Deeds. Title to the Property shall be conveyed at Closing by Statutory Warranty Deed, subject only to the Permitted Exceptions.

ARTICLE V. CONDITIONS

5.1 Due Diligence Condition. Buyer's obligation to purchase the Property, and Seller's obligations to sell the Property, are contingent upon Buyer's determining, in Buyer's sole and absolute discretion, that Buyer is satisfied with its investigation of all aspects of the Property, including, but not limited to, value, condition, marketability, title matters, environmental conditions, zoning, water service and metering, land use, septic, utilities, and all other factors and conditions that Buyer considers relevant, and the feasibility of its prospective purchase and ownership thereof (the "Due Diligence Condition").

5.2 Property Information; Disclosure Statement. Within five (5) days following the Parties' mutual execution of this Agreement, Seller shall deliver to Buyer all of the following information pertaining to the Property in Seller's possession: (a) copies of all appraisals, surveys, plans and specifications, permits and applications, wetlands studies, soils, geotechnical and any other engineering reports; (b) copies of any and all leases, contracts, and agreements affecting the Property; (c) copies of any and all documents relating to the environmental condition of the Property, including any hazardous substances investigations, surveys or analysis of any aspect of the Property; and (d) copies of any and all citations and notices received from any

governmental agency or entity claiming or asserting any non-compliance of the Property with any applicable laws and any responses thereto (the "Property Information"). Buyer agrees, if this transaction fails to close for any reason, Buyer shall promptly return the Property Information to Seller. Seller further agrees to complete and deliver to Buyer, at mutual acceptance, a Seller's Disclosure Statement in the form attached as Exhibit B hereto.

5.3 Right of Access. Buyer and its officers, agents, employees and designees shall be afforded access and entry onto and into the Property for inspection and investigation during the Due Diligence Period, to conduct studies, tests and inspections and such other tests as Buyer may elect in order to fully investigate the Property, except that no excavation, drilling, or other invasive testing shall occur without Seller's prior written consent, which shall not be unreasonably withheld or delayed. Any such excavation, drilling, or other invasive testing consented to by Seller will be conducted by Buyer or its consultants or contractors in accordance with accepted industry practices, and to the extent practicable, Buyer will cause the Property to be promptly repaired and restored to the condition immediately preceding such action, at Buyer's expense.

5.4 Due Diligence Period. Buyer shall have the period ending at 9:00 p.m. on the twenty-fifth (25th) day following the Parties' mutual execution of this Agreement to determine Buyer's satisfaction with the Property. By written notice given to Seller at any time before the end of the Due Diligence Period, Buyer may provide written notice to Seller and Escrow Agent stating that the Due Diligence Condition has been satisfied. Unless such notice shall have been timely given, this Agreement shall terminate, and Escrow Agent is instructed to refund the Deposit to Buyer.

ARTICLE VI. CONDITIONS TO CLOSING

6.1 Buyer's Conditions. In addition to any conditions provided in other provisions of this Agreement, Buyer's obligation to purchase the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.1.1 Compliance by Seller Seller shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Seller on or before the Closing Date.

6.1.2 Notices Regarding Environmental or Geotechnical Concerns. Seller warrants to Buyer that Seller has received no notices of any environmental hazards or geotechnical concerns regarding the Property.

6.1.3 Correctness of Representations and Warranties. The representations and warranties of Seller as expressly set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if those expressly stated representations and warranties had been made on and as of the Closing Date, unless Seller shall have provided written notice to the Buyer to the contrary and shall have given Buyer the opportunity to terminate or withdraw from this transaction at or prior to Closing.

6.1.4 Title Policy. The Title Company shall be prepared to issue the Title Policy for the Property, subject only to the Permitted Exceptions.

6.1.5 Seller's Deliveries. Seller shall have delivered all of Seller's Deliveries to Escrow Agent on or before the Closing Date.

6.2 Seller's Conditions. In addition to any conditions provided in other provisions of this Agreement, Seller's obligation to sell the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.2.1 Compliance by Buyer. Buyer shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Buyer on or before the Closing Date.

6.2.2 Correctness of Representations and Warranties. The representations and warranties of Buyer stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, unless Buyer shall have provided written notice to Seller to the contrary and has given Seller the opportunity to terminate or withdraw from this transaction at or prior to Closing).

6.2.3 Buyer's Deliveries. Buyer shall have delivered all of Buyer's Deliveries to Escrow Agent on or before the Closing Date.

6.2.4 City Council Approval. The Orting City Council shall have approved the execution, delivery and performance of this Agreement.

ARTICLE VII. CLOSING

7.1 Closing Date. Closing shall take place in the offices of Escrow Agent on the "Closing Date," which the parties hereby agree shall be the fifth (5th) business day following the satisfaction of the Due Diligence Contingency; *provided*, however, that if such day falls on a Saturday, Sunday, legal holiday, as defined in RCW 1.16.050, or day when the County recording office is closed, the Closing Date shall be the next following business day.

7.2 Deliveries to Escrow. The Parties shall deliver the following documents and funds to the Escrow Agent not later than 12:00 o'clock, Noon, Pacific Time, on the business day immediately preceding the Closing Date:

7.2.1 By Seller. Seller shall deliver the following original documents and agreements, duly executed and acknowledged by Seller ("Seller's Deliveries"):

- (a) the Deed;
- (b) a real estate excise tax affidavit in the amount of the Purchase Price;
- (c) FIRPTA Affidavit;
- (d) any and all such other documents or agreements consistent with the terms of this Agreement as may be required by Escrow Agent or the Title Company to close this transaction.

7.2.2 By Buyer. Buyer shall deliver to Escrow Agent, for delivery to Seller and/or recording the following funds and deliver or execute and acknowledge as required the following documents ("Buyer's Deliveries"):

- (a) a real estate excise tax affidavit in the amount of the Purchase Price;
- (b) cash or immediately-available funds in the amount of the Purchase Price plus Buyer's Closing Costs, with credit for the Deposit and any other items of credit agreed to by Seller or as provided in this Agreement ("Buyer's Funds");
- (c) any and all other documents, funds and agreements consistent with the terms of this Agreement as required by Escrow Agent or the Title Company to close this transaction.

7.3 Seller's Closing Costs. In connection with and at the Closing, Seller shall pay the premium for the Title Policy, to the extent of the standard owner's coverage, the real estate excise tax, one-half of the Escrow Agent's fee, and Seller's own attorneys' fees.

7.4 Buyer's Closing Costs. In connection with and at the Closing, Buyer shall pay the premium for the Title Policy to the extent in excess of the premium for standard coverage (including the cost of any special endorsements requested by Buyer and the incremental cost for extended coverage), the cost of any survey required for extended title coverage (if not previously paid), one-half of the Escrow Agent's fee, the costs of recording the Deed, and Buyer's own attorneys' and consultants' fees.

7.5 Prorations. All prorations shall be made as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs. Seller shall be responsible for all expenses of the Property applicable to the period prior to the Closing Date and Buyer shall be responsible for all expenses of the Property applicable to the period from and after the Closing Date. If any expenses are not determinable on the Closing Date, at the earliest possible opportunity following the Closing Date, Seller and Buyer shall make any final adjustments. The following prorations shall apply:

7.5.1 Taxes. Escrow Agent shall prorate real property taxes and assessments on the Property as of the Closing Date for the current fiscal year based on the most current official real property tax information available from the office of the Pierce County Assessor or other assessing authorities.

7.5.2 Utility Costs and Deposits. To the extent applicable, Seller shall notify all water, gas, electric and other utility companies servicing the Property (collectively, "Utility Companies") of the sale of the Property to Buyer and shall request that all Utility Companies send Seller a final bill for the period ending on the last day prior to the Closing Date. Buyer shall notify all Utility Companies servicing the Property that as of the Closing Date, Buyer shall own the Property and that all utility bills for the period commencing on the Closing Date are to be sent to Buyer. If any of the Utility Companies sends Seller or Buyer a bill for a period in which the Closing occurs, Buyer and Seller shall prorate such bills outside of Escrow. In connection with such proration, it shall be presumed that utility charges were uniformly incurred during the billing period.

7.6 Closing. "Closing" shall be deemed to have occurred when the Deed has been recorded, the Purchase Price (adjusted for credits and debits to Seller's account made in accordance with this Agreement) has been delivered to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business.

7.7 Escrow Instructions. Each of the parties may provide Escrow Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Escrow Agent set forth in paragraph 3.1.

ARTICLE VIII.
POSSESSION

Buyer shall have possession of the Property upon Closing.

ARTICLE IX.
REPRESENTATIONS AND WARRANTIES OF SELLER

9.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, that:

9.1.1 Authority. Seller has the full right, title, authority and capacity to execute and perform this Agreement and to consummate the transactions contemplated herein.

9.1.2 Non-Foreign. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

9.1.3 Litigation. There is no litigation pending, or, to Seller's knowledge, threatened, against Seller before any court or administrative agency which relates to the Property or which might result in Seller's being unable to consummate this transaction.

9.1.4 No Conflict. Neither the execution of this Agreement nor the consummation by Seller of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Seller is aware.

9.1.5 Hazardous Substances. Except as disclosed in any environmental reports or studies included in the Property Information, Seller has no knowledge of any generation, storage, transportation, release, deposits, spill, use, placement or disposal on, in, under or from the Property or any properties adjacent thereto of any Hazardous Substances in violation of any applicable law or legal requirement, and there is not currently, nor has there been in the past, any proceeding or inquiry by any governmental body with respect thereto. For purposes hereof, "Hazardous Substances" shall mean any substance or material which is defined as hazardous, toxic or radioactive in any federal, state or local statute, regulation, ordinance or law applicable to the Property, or which is otherwise publicly regulated for reasons of human health or the environment, including, without limitation, asbestos and petrochemicals. Except as disclosed in any environmental reports or studies included in the

Property Information, Seller has no knowledge of the Property now nor in the past having or containing any underground storage tanks or Hazardous Substances.

9.1.6 Assessments. Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the Preliminary Commitment.

As used herein, the term, “to Seller’s knowledge,” or similar terms referring to “Seller’s knowledge,” means the actual present knowledge of Seller, based on Seller’s reasonable review of Seller’s books and records related to the Property.

9.2 Survival. All of the representations and warranties of Seller contained herein shall survive the Closing Date.

ARTICLE X.
REPRESENTATIONS AND WARRANTIES OF BUYER

10.1 Representations and Warranties of Buyer. Buyer hereby represents and warrants, as of the Effective Date and as of the Closing Date, that:

10.1.1 Authority. Buyer has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein.

10.1.2 Litigation. There is no litigation pending or, to Buyer’s knowledge, threatened, against Buyer before any court or administrative agency which might result in Buyer’s being unable to consummate this transaction.

10.1.3 No Conflict. Neither the execution of this Agreement nor the consummation by Buyer of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Buyer is a party; (ii) violate any restriction to which Buyer is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Buyer is aware.

As used herein, the term, “to Buyer’s knowledge,” or similar terms referring to “Buyer’s knowledge,” means the actual present knowledge of Buyer, based on Buyer’s reasonable review of Buyer’s books and records.

10.2 Survival. All of the representations and warranties of Buyer contained herein shall survive the Closing Date.

ARTICLE XI.
NOTICES

All notices, approvals, or other communications required or permitted hereunder to be given shall be in writing, and shall be personally delivered, delivered by nationally recognized overnight courier, mailed by first class mail, postage prepaid, or delivered or sent by fax or email to the Parties as set forth below. Notices shall be deemed effective (i) if delivered by overnight courier or by personal delivery, on the date of delivery; (ii) if mailed, on the earlier of actual delivery or on the

third business day after posting in the United States mail, postage prepaid, or (iii) if given by fax or email, when sent. At the request of either Party, or the Closing Agent, the Parties will confirm facsimile or email transmitted documents by signing an original document.

If to Seller: City of Orting, Mayor Joshua Penner
110 Train St. SE
PO Box 489
Orting, WA 98360
(360) 893-221

If to Buyer: Mike McMahon & Jacque McMahon
Wolf River, LLC
PO Box 1870
Orting, WA 98360
Phone: 253-905-9616 and/or 360-970-7776
Fax: (360) 893-4073
Email: cwreath@comcast.net and jacquemcmahon4@aol.com

ARTICLE XIV BROKERAGE COMMISSIONS

Each Party represents to the other that no brokerage commission, finder's fee, acquisition fee or like payment arises through such Party with regard to the sale or lease of the Property. Each Party shall defend and indemnify the other party and hold the other Party harmless from and against any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against the indemnified party arising out of any agreement entered into by the indemnifying party in connection with this Agreement, or otherwise arising through the indemnifying party. The obligations of the Parties under this Section shall survive Closing.

ARTICLE XII. DEFAULT AND REMEDIES

12.1 Buyer's Remedies. If Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to Seller written notice of such breach, which notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach and the Closing Date shall be extended accordingly to permit Seller to cure such breach, if necessary. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole and exclusive remedy shall be either: (i) to cancel this Agreement, in which event the Deposit shall be returned to Buyer, and Seller shall reimburse Buyer for its out-of-pocket expenses incurred pursuant to Section 5.3 of this Agreement, or, in the alternative, (ii) to seek specific performance of this Agreement.

12.2 SELLER'S REMEDIES – LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS

ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER'S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE PARTIES HAVE ENTERED THEIR INITIALS IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.

Buyer's Initials

Seller's Initials

ARTICLE XIII.
MISCELLANEOUS

13.1 Attorneys' Fees. In the event of any litigation, brought to enforce or interpret or otherwise arising out of this Agreement, the substantially prevailing party therein shall be entitled to an award of its attorneys' fees incurred therein, in the preparation therefor and on any appeal or rehearing thereof.

13.2 Counterparts. This Agreement and any amendments hereto may be executed in one or more identical counterparts, and counterparts, when taken together, shall constitute one and the same instrument, binding upon both Parties hereto, notwithstanding that both Parties are not signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the Party that executed it.

13.3 Time. Unless otherwise specified in this Agreement, any period of time measured in days in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified time period. If the last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday at 9:00 p.m.. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Time is of the essence of each provision of this Agreement.

13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Agreement shall be in Pierce County, Washington.

13.5 Binding Effect. This Agreement shall be binding upon and to inure to the benefit of each of the Parties hereto and each Party's respective successors and assigns.

13.6 Survival of Provisions. The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Deed.

13.7 Exhibits. Subject to the limitations set forth in Exhibit D hereto, the Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

13.8 Further Acts. The parties shall execute and deliver such further instruments and documents, and take such other further actions, as may be reasonably necessary to carry out the intent and provisions of this Agreement.

13.9 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

14.10 Assignment: We have omitted this provision.

14.11 Recording. This Agreement shall not be recorded.

EXECUTED by each Party as of the date next to that Party's signature.

SELLER:

BUYER:

Date: _____

Date: _____

EXHIBITS

- Exhibit A Legal Description
- Exhibit B Form of Seller's Disclosure Statement

EXHIBIT A

LEGAL DESCRIPTION

Pierce County Tax Parcel No. 0418011003

THIS DESCRIPTION BELOW IS THE PIERCE COUNTY TAX DESCRIPTION. IT IS NOT THE LEGAL DESCRIPTION. TRUE LEGAL DESCRIPTION WILL BE OBTAINED WHEN TITLE DOCUMENTS ARE ORDERED.

Section 01, Township 18, Range 04 Quarter 11: NE of Lot 1 NE of NE of NE (back acres— Cemetery) (DCWJES8-5-83)

This legal description is subject to verification by Title. If this legal description is incorrect, the parties agree to cooperate in setting forth the correct legal description for the Property.

EXHIBIT B
FORM OF SELLER'S DISCLOSURE STATEMENT

(See attached)

**SELLER'S DISCLOSURE STATEMENT
PURSUANT TO RCW 64.06.013
[ATTACHED]**

SELLER DISCLOSURE STATEMENT†
UNIMPROVED PROPERTY

SELLER: City of Orting

† To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 197th St. E. Parcel # 0418011003

CITY Orting Area, COUNTY Pierce, ("THE PROPERTY")

OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is/ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

	YES	NO	DON'T KNOW
1. TITLE			
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?			
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right of way?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*K. Are there any covenants, conditions, or restrictions recorded against title to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

SELLER'S INITIALS: MB DATE: 3/4/20 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
2. WATER				60
A. Household Water				61
(1) Does the property have potable water supply?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	62
(2) If yes, the source of water for the property is:				63
<input type="checkbox"/> Private or publicly owned water system				64
<input type="checkbox"/> Private well serving only the property				65
* <input type="checkbox"/> Other water system				66
*If shared, are there any written agreements?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	67
* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68
* (4) Are there any problems or repairs needed?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	69
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	70
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	71
(7) Is there a water right permit, certificate , or claim associated with household water supply for the property? (If yes, please attach a copy.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	72
(a) If yes, has the water right permit, certificate , or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	73
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	75
* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	76
B. Irrigation Water				77
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	78
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	79
(b) If yes, has the water right permit, certificate , or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	81
C. Outdoor Sprinkler System				82
(1) Is there an outdoor sprinkler system for the property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	83
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	84
* (3) If yes, is the sprinkler system connected to irrigation water?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	85
3. SEWER/SEPTIC SYSTEM				86
A. The property is served by:				87
<input type="checkbox"/> Public sewer system				88
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				89
<input type="checkbox"/> Other disposal system				90
Please describe: <u>NO sewer system</u>				91
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92

SELLER'S INITIALS: AWB DATE: 3/4/20 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
C. If the property is connected to an on-site sewage system:				106
				107
				108
*NA (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	109
*NA (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	110
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112
*NA (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	113
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	114
If no, please explain: _____				115
*NA (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
				117
				118
4. ELECTRICAL/GAS				119
A. Is the property served by natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	120
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	121
C. Is the property served by electricity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	122
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	123
*E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	124
5. FLOODING				125
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	126
6. SOIL STABILITY				127
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	128
7. ENVIRONMENTAL				129
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	130
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	131
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	132
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	133
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	134
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	135
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	136
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	137
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	138
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	139
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	140
				141
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SELLER'S INITIALS: NAB DATE: 3/21/20 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				146
A. Is there a homeowners' association ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	147
Name of association and contact information for an officer, director, employee, or other authorized agent , if any, who may provide the association's financial statements , minutes, bylaws, fining policy , and other information that is not publicly available:				148
_____				149
_____				150
_____				151
_____				152
B. Are there regular periodic assessments ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> years				154
<input type="checkbox"/> Other _____				155
*C. Are there any pending special assessments ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	156
*D. Are there any shared " common areas " or any joint maintenance agreements (facilities) such as walls, fences, landscaping , pools, tennis courts, walkways , or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
_____				158
_____				159
9. OTHER FACTS				160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern , or listed as threatened or endangered by the government ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	162
_____				163
*C. Is the property classified or designated as forest land or open space ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
D. Do you have a forest management plan ? If yes, attach _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
*E. Have any development-related permit applications been submitted to any government agencies ? If the answer to E is "yes," what is the status or outcome of those applications ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
_____				167
_____				168
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	169
_____				170
10. FULL DISCLOSURE BY SELLERS				171
A. Other conditions or defects:				172
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	173
_____				174
B. Verification				175
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate . Seller authorizes real estate licensees , if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.				176
_____				177
_____				178
_____				179
Date: <u>3/4/20</u> _____ Date: _____				180
Seller: <u>Moh Be</u> _____ Seller: _____				181

NOTICES TO THE BUYER

SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.49.305, THE WASHINGTON RIGHT TO FARM ACT.

SELLER'S INITIALS: MSB DATE: 3/4/20 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

(Continued)

- II. **BUYER'S ACKNOWLEDGEMENT** 191
- Buyer hereby **acknowledges** that: 192
- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 193
194
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 195
196
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 197
198
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 199
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 200
201

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 202
203
204
205
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207

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 208
209
210

DATE: _____ DATE: _____ 211
BUYER: _____ BUYER: _____ 212

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 213

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 214
215

DATE: _____ DATE: _____ 216
BUYER: _____ BUYER: _____ 217

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 218

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 219
220
221

DATE: _____ DATE: _____ 222
BUYER: _____ BUYER: _____ 223

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 224
225

_____ 226

_____ 227

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SELLER'S INITIALS: MS DATE: 3/4/20 SELLER'S INITIALS: _____ DATE: _____