

COUNCILMEMBERS

Position No.

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



Deputy Mayor, Greg Hogan,
Chair

ORTING CITY COUNCIL
Study Session Meeting Agenda
Virtual, Orting, WA
May 20th, 2020
6PM.

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

The City is utilizing remote attendance for Councilmembers and City employees. Please note: OPMA rules regarding provision for the public in a space have been suspended by proclamation of the Governor. The meeting is however, available for the public to hear by a call in number. To Join the meeting call the following number and use the meeting ID below: To join the meeting on a mobile phone Dial-1.408.419.1715 and then enter the meeting ID: 318 382 846

2. COMMITTEE REPORTS

Public Works-*CM Drennen & CM Bradshaw*

Public Safety-*CM Kelly & CM Belot*

Community and Government Affairs-*CM Gunther & CM Williams*

3. STAFF REPORTS

4. AGENDA ITEMS

A. **AB20-42-** Resolution No. 2020-13, A Resolution Of The City Of Orting, Washington, Setting Policy Pertaining To Covid-19 Pandemic And Requesting Mayor To Take Action Consistent Therewith

✦ *Mayor Penner*

B. **AB20-32-**Personnel Policy-Payment of Gratuity-Resolution No. 2020-09.

✦ *CM Gunther & CM Williams*

C. **AB20-43-**Village Green Outfall Preliminary Permitting.

✦ *CM Drennen/CM Bradford/JC Hungerford*

D. **AB20-44-** Generator Maintenance Bid Results.

✦ *CM Drennen/CM Bradshaw*

E. **AB20-45-** Backflow Assembly Services Testing Bids results.

✦ *CM Drennen/CM Bradshaw*

F. **AB20-46** Audio Visual RFP Results

✦ *Mark Bethune*

G. **AB20-47-** Downtown Fountain Remodel

✦ *Mark Bethune/CM Gunther /CM Williams*

H. **AB20-48-**Tree Replacement Policy

✦ *CM Gunther/CM Williams*

I. **AB20-49-** Term Limits for Mayor

✦ *CM Gunther/CM Williams*

5. ADJOURNMENT- Motion: To Adjourn.



City Of Orting
Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Date
Subject: Resolution Setting Policy Pertaining To Covid-19 Pandemic And Requesting Mayor Take Action Consistent Therewith	AB20-42			
			5.20.20	5.13.20
				5.27.20
	Department:	Executive/Administration		
	Date Submitted:	5/8/20		
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:				
Submitted By:	Joshua Penner, Mayor			
Fiscal Note:				
Attachments: Resolution No. 2020-13				
<p>SUMMARY STATEMENT: The Mayor issued a “Memo: Request for Council Direction and Statement Regarding COVID19” on May 3, 2020, to the City Council of Orting. That Memo identified the Mayor’s concerns with the Governor’s Proclamation 20-25.1 and, in particular, the vague direction in the proclamation and issues of limited resources and enforcement. Through the Memo, the Mayor sought policy guidance from Council on these issues. By this Resolution, the City Council would provide policy direction to the Mayor regarding reasonable public health and safety measures, and requests the Mayor to take action consistent with this policy direction.</p> <p>Council reviewed the item on May 13th, and moved this to the study session for further review.</p>				
<p>RECOMMENDED ACTION: Move forward to the next meeting.</p> <p>FUTURE MOTION: To adopt Resolution No. 2020-13, Setting Policy Pertaining to COVID-19 Pandemic and Requesting the Mayor Take Action Consistent Therewith</p>				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-13

**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,
SETTING POLICY PERTAINING TO COVID-19 PANDEMIC AND
REQUESTING MAYOR TO TAKE ACTION CONSISTENT
THEREWITH**

WHEREAS, the City Council received the Mayor’s “Memo: Request for Council Direction and Statement Regarding COVID19”, dated May 3, 2020, and, in response, the Council resolves as follows; and

WHEREAS, Ordinance 2020-1060, Pertaining to Enforcement of Emergency Orders, now codified at OMC 1-8 states, “[t]he authority granted to the Mayor in this chapter is in addition to and not in limitation of other policies allowing the Mayor to declare an emergency and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW”; and

WHEREAS, the Council believes that all businesses are essential to the Orting community; and

WHEREAS, the Council believes the Governor’s specification of which businesses fall into which category or phase in his phased re-opening plan is sufficiently vague so as to cause us to expend substantial staff effort to interpret and enforce the plan; and

WHEREAS, the Council believes that making a mistake on which phase a business would fall into would cause potentially irreparable harm to that business and the livelihood of its proprietors; and

WHEREAS, the Council believes that public health and business health are not mutually exclusive ideas; and

WHEREAS, the Council believes that small businesses can do more to protect their patrons from COVID19 transmission than large box stores like Walmart, Target, Lowes, Home Depot, etc.; and

WHEREAS, the Council believes that Orting residents that can shop local are less likely to engage in “non-essential” travel as defined by the Governor through his proclamations; and

WHEREAS, the Council believes that Orting businesses, churches, and clubs are capable of rising to the measures defined by the public health experts of the State of Washington, including, but not limited to:

- Maintaining at least 6 foot separation between patrons.
- Maintaining abundant PPE for the protection of employees.

- Maintaining robust hand washing capacity.
- Creating physical barriers between patrons and employees where practical and effective.
- Taking reservations by appointment when possible to reduce queuing.
- Allowing no more than 5 patrons to queue outside of the business at any time.
- Limiting the size of non-family groups on the premise of their business.
- Closing to the public if any employees contract the virus leading to COVID19 until such time as the best available practices from the state say that opening is safe again
- Spacing tables or fixtures at sufficient distance to maximize the spacing in accordance to the best practices of the state.
- Posting on the business door front the steps the business, club, or church is using to comply with the best available public health directives for minimizing transmission of the virus leading to COVID19.
- Responding to lawful requests of Orting Police Department and Orting staff when violations of these best practices are witnessed and communicated to the proprietor or staff.

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

Section 1. The City Council requests the Mayor carry out the policy directives herein in accordance with these beliefs and facts for the remainder of the COVID19 emergency.

Section 2. 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 _____ DAY OF _____, 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

WASHINGTON

RESOLUTION NO. 2020-13

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, SETTING POLICY PERTAINING TO COVID-19 PANDEMIC AND REQUESTING MAYOR TO TAKE ACTION CONSISTENT THEREWITH

WHEREAS, the City Council received the Mayor's "Memo: Request for Council Direction and Statement Regarding COVID19", dated May 3, 2020, and, in response, the Council resolves as follows; and

WHEREAS, Ordinance 2020-1060, Pertaining to Enforcement of Emergency Orders, now codified at OMC 1-8 states, "[t]he authority granted to the Mayor in this chapter is in addition to and not in limitation of other policies allowing the Mayor to declare an emergency and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW"; and

WHEREAS, the Council believes that all businesses are essential to the Orting community **due to its limited services and financial district**; and

WHEREAS, the Council believes the Governor's specification of which businesses fall into which category or phase in his phased re-opening plan is sufficiently vague so as to cause us to expend substantial staff effort to interpret and enforce the plan; and

WHEREAS, the Council believes that making a mistake on which phase a business would fall into would cause potentially irreparable harm to that business and the livelihood of its proprietors; and

WHEREAS, the Council believes that public health and business health are not mutually exclusive ideas, **nor the differences between physical and mental health vulnerabilities**; and

WHEREAS, the Council believes that small businesses can do more to protect their patrons from COVID19 transmission than large box stores like Walmart, Target, Lowes, Home Depot, etc.; and

WHEREAS, the Council believes that Orting residents that can shop local are less likely to engage in “non-essential” travel as defined by the Governor through his proclamations; and

WHEREAS, the Council believes we need to move away from a decentralized system that promotes unequal implementation of open/closure measures across a city or region; and

WHEREAS, the Council believes that Orting businesses, churches, and clubs are capable of rising to the measures defined by the public health experts of the State of Washington, including, but not limited to:

- Maintaining at least 6 foot separation between patrons.
- Maintaining abundant PPE for the protection of employees.
- Maintaining robust hand washing capacity..
- Creating physical barriers between patrons and employees where practical and effective.
- Taking reservations by appointment when possible to reduce queuing.
- Allowing no more than 5 patrons to queue outside of the business at any time.
- Limiting the size of non-family groups on the premise of their business..
- Closing to the public if any employees contract the virus leading to COVID19 until such time as the best available practices from the state say that opening is safe again
- Spacing tables or fixtures at sufficient distance to maximize the spacing in accordance to the best practices of the state.
- Posting on the business door front the steps the business, club, or church is using to comply with the best available public health directives for minimizing transmission of the virus leading to COVID19.
- Responding to lawful requests of Orting Police Department and Orting staff when violations of these best practices are witnessed and communicated to the proprietor or staff.
- **Other protection criteria listed on the WA site: coronavirus.wa.gov.**

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

Section 1. The City Council requests the Mayor carry out the policy directives herein in accordance with these beliefs and facts for the remainder of the COVID19 emergency.

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

Section 3. Creation of Limits. It is understood that the acceptance of these measures is wholly the responsibility of each business owner and patron, knowing the medical and illness dangers possible. The City is not liable for those actions taken within any sole-proprietor or other entity of commerce except as outlined above.

A. The City adopts the following, **based** on current best-practices being implemented in the US and abroad. At such time as any of these are found, the Council will reconvene within 5 days for a cancellation or continuance of this Resolution:

1. If new East Pierce County cases rise above 50 per 100,000. The current population of EPC (which excludes Bonney Lake) at this time is XX,XXX; or
2. If case counts are doubling every three to five days; or
3. If state and local officials recommend it based on local context or an overwhelming of the health system's capacity.

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 13TH DAY OF MAY, 2020.

CITY OF ORTING

Joshua Penner, Orting

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk Approved as to form:

Charlotte A. Archer Inslee Best, City Attorney

CITY OF ORTING Joshua Penner, Mayor



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Personnel Policy-Payment of Gratuity- Resolution No. 2020-09	AB20-32	CGA		
		3.3.20	5.20.20	5.27.20
	Department: Administration			
	Date Submitted: 2.27.20			
	Cost of Item:		N/C	
Amount Budgeted:		N/C		
Unexpended Balance:		N/C		
Bars #:		N/A		
Timeline:		None		
Submitted By:		Scott Larson		
Fiscal Note: None				
Attachments: Personnel Policy				
<p>SUMMARY STATEMENT:</p> <p>The City's Personnel Policy currently prohibits the reimbursement of gratuity when employees are traveling on official business. Previously, the City followed the State Office of Financial Management's policy for travel which allows the reimbursement gratuity. There has been a request by staff to revert to the previous policy which allowed the payment of gratuity. Gratuity is a customary part of a meal payment when eating at a restaurant while traveling on City business. Allowing gratuity to be paid out of the existing per diem would not add to the costs employees who travel on City business.</p> <p>Page 26 of the Personnel Policy contains the amended language. The proposed changes were reviewed on March 3, 2020 by the CGA Committee and they recommend approving the modification to the personnel policy.</p>				
<p>RECOMMENDED ACTION: Move to the consent agenda for the next meeting.</p> <p>MOTION: <i>To Approve Resolution No. 2020-09, A Resolution Of The City Of Orting, Washington, Amending The City Of Orting Personnel Policy And Setting An Effective Date.</i></p>				

4.02 City Employees and City Officials.

Meals

All City employees and officials claiming reimbursement for meals consumed while on City business shall be entitled to reimbursement based on the following per diem schedule listed in the most Current Per Diem Travel Map produced by OFM at:
<http://www.ofm.wa.gov/resources/travel.asp>.

~~Reimbursement for gratuity is not authorized~~

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-10**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, AMENDING THE CITY OF ORTING PERSONNEL POLICY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Orting maintains a Personnel Policy, which governs conduct of Employees, generally, and the policy adopted by the Council through Resolution 2019-01; and

WHEREAS, the City Council desires to amend its Personnel Policy, and provide updates where best practices and law has changed; and

NOW, THEREFORE, the City Council of the City of Orting, Washington, does resolve as follows:

Section 1. City Council Rules of Procedure, Amended. The City Personnel Policy, as last amended in 2019, is hereby amended to read as attached hereto as Exhibit A.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 27TH DAY OF MAY 2020.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

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



**City Of Orting
Council Agenda Bill Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Council
Subject: Village Green Outfall Preliminary Permitting	AB20-43	Public Works	5.20.20	5.27.20
	Department:	Public Works		
	Date Submitted:	5.7.20		
Cost of Item:	<u>\$ 22,930</u>			
Amount Budgeted:	<u>\$50,000</u>			
Unexpended Balance:	<u>\$ 27,070</u>			
Bars #:	410-594-31-41-30			
Timeline:	Urgent			
Submitted By:	JC Hungerford, PE			
Fiscal Note: This is funded by a \$80,000 FEMA Grant for Phase I (Preliminary Engineering). To date, \$57,010.25 has been allocated to this project, leaving a balance of \$22,989.75				
Attachments: Scope and Budget from Parametrix for professional services				
SUMMARY STATEMENT:				
<p>The City of Orting (City) owns an existing outfall through the Puyallup River levee along the right bank. The existing outfall is no longer able to drain when flows in the Puyallup River are at approximately 9,500 cfs. Replacement of the outfall is needed to prevent on-going mobilization of temporary pumping equipment or construction of a permanent stormwater pump station. The City has been awarded grant funding by the State of Washington through the Hazard Mitigation Grant Program (HMGP), Project DR-418-2-R. Grant funding is for Phase I of the project, which includes preliminary engineering and permitting. Originally, FEMA was going to complete the JARPA permit, but due to resource issues, they advised the City to complete on their own to stay on schedule. Upon submittal of the JARPA, FEMA is ready to award Phase II, Final Design and Permitting, of this grant. Phase II, Construction is funded as well.</p>				
RECOMMENDED ACTION: Move to consent agenda for the next meeting.				
FUTURE MOTION: To approve the attached scope and budget for professional services as described in the attached Puyallup River Outfall Scope of Work for Preliminary Permitting in the amount of \$22,930.				

SCOPE OF WORK

City of Orting Puyallup River Outfall Replacement Project

The City of Orting (City) owns an existing outfall through the Puyallup River levee along the right bank. The existing outfall is no longer able to drain when flows in the Puyallup River are at approximately 9,500 cfs. Replacement of the outfall is needed to prevent on-going mobilization of temporary pumping equipment or construction of a permanent stormwater pump station. The City has been awarded grant funding by the State of Washington through the Hazard Mitigation Grant Program (HMGP), Project DR-418-2-R. Grant funding is for Phase I of the project, which includes preliminary engineering and permitting. Phase II of the grant is for final design and final permitting. This scope of work is to for design services associated with Phase I of the grant. Permitting will be provided by FEMA. Design services related to Phase II of the grant will be provided under a separate, future scope of work.

TASK 1 – PROJECT MANAGEMENT

PROVIDED UNDER PREVIOUSLY APPROVED SCOPE OF WORK

TASK 2 – SURVEY

PROVIDED UNDER PREVIOUSLY APPROVED SCOPE OF WORK

TASK 3 – PRELIMINARY DESIGN

PROVIDED UNDER PREVIOUSLY APPROVED SCOPE OF WORK

TASK 4 – PRELIMINARY DESIGN

PROVIDED UNDER PREVIOUSLY APPROVED SCOPE OF WORK

TASK 5 – PRELIMINARY PLANS

PROVIDED UNDER PREVIOUSLY APPROVED SCOPE OF WORK

TASK 6 – PRELIMINARY PERMITTING

Approach

Parametrix will prepare permit documentation to obtain a Nationwide Permit from the U.S. Army Corps of Engineers (USACE) for impacts to Waters of the U.S. (wetlands) and a Section 404 Water Quality Certification from the Washington State Department of Ecology (Ecology). Parametrix will also complete a State Environmental Permit Policy Act (SEPA) checklist to satisfy SEPA requirements, and a Biological Evaluation (BE) to satisfy Endangered Species Act (ESA) requirements. This estimate includes preparation of a critical areas study and conceptual mitigation plan. The critical areas study and conceptual mitigation plan will be prepared in accordance

with Title 11 (Critical Areas and Shoreline Management) of the Orting Municipal Code; Title 18E (Critical Areas) and Title 18S (Shorelines) of the Pierce County Code; and relevant state and federal requirements. Estimated agency permit coordination time is included in this estimate.

Deliverables

- JARPA for Section 404 permit from USACE (Nationwide Permit #12 Utility Line Activities) and Section 401 Water Quality Certificate from Ecology.
- City of Orting/Pierce County Critical Areas Study and Conceptual Stream and Wetland Mitigation Report/Plan, including impact analysis.
- Coastal Zone Management Certification form for Ecology.
- SEPA Checklist.
- ESA draft and final BE, anticipated to result in determination of “may affect, not likely to adversely affect” (NLTAA)

Schedule Assumption

- The USACE and Ecology will reviews take no longer than 3 months for review of all submitted documents.

Assumptions

This project will impact jurisdictional waters (a wetland and the Puyallup River), which will require a permits from USACE and Ecology. This estimate assumes that less than one half (0.50) acre of jurisdictional waters will be impacted for the project. If more than one half acre of jurisdictional waters are impacted, additional effort and budget will be necessary.

Because a federal permit will be necessary for this project, compliance with the National Environmental Policy Act (NEPA) is required. This estimate assumes that USACE will be the lead federal agency for NEPA purposes. Because NEPA compliance is required, preparation of a BE will be necessary for this project. It is anticipated the BE will result in a determination of “may affect, not likely to adversely affect” for federally listed species or critical habitat. If the Federal Services (USFWS and NMFS) do not agree with the determination of NLTAA and determine that the project will be characterized as “may affect, likely to adversely affect”, additional effort and budget will be necessary. Tribal coordination will also be required as a result of the federal nexus. This budget does not include time for tribal coordination or a cultural resources assessment. Development of the mitigation plan assumes that the outfall structures have been sited in a location to avoid and minimize wetland and stream impacts.

The final Stream and Wetland Mitigation Report/Plan will be completed under the final design efforts for this project. This scope of work only includes submittal of the JARPA and answering general project questions from the USACE, Ecology, and the Federal Services. Any revisions to the plan are not included in this scope of work.

This estimate does not include construction oversight or implementation or post-construction monitoring.

Beyond the BE, this estimate assumes that no additional special studies excepting the wetland report will be necessary for NEPA purposes. This estimate also assumes that no additional supporting studies will be necessary for completion of the SEPA checklist. Being that a portion of this project is outside of City Limits, this estimate assumes that Pierce County will be a project partner and will not require any other substantial effort. This effort is part of the Preliminary Engineering phase of the project and as such does not include local or state permits at this

SCOPE OF WORK (continued)

time, including a Shoreline Substantial Development Permit, or other required permits in compliance with the City's Shoreline Master Program, SWPPP, and Stormwater General Construction Permit.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Generator Maintenance Bid Results		Committee	Study Session	Council
	Agenda Item #: AB20-44	Public Works		
	For Agenda of:		5.20.20	
	Department:	Public Works		
	Date Submitted:	5.13.20		
Cost of Item:	<u>\$64,688</u>			
Amount Budgeted:	<u>\$21,500</u>			
Unexpended Balance:	<u>\$1,050</u>			
Bars #:	401.534.60.48.02 / 408.535.50.48.07 / 410.531.38.48.01 / 001.514.21.48.01			
Timeline:				
Submitted By:	Greg Reed			
Fiscal Note: The Cost of Item is the total cost over the three years of the contract				
Attachments: Contract and Bid sheet				
<p>SUMMARY STATEMENT: This item allows us to continue regular maintenance of our backup generators over the three years of the contract. The city currently has 11 generators that require periodic maintenance. An RFP process was completed to secure written proposals for Generator Maintenance Services utilizing MRSC Rosters and advertising in the local newspaper. We received two proposals through our advertising process.</p> <p>Tacoma Diesel is the lowest responsible bidder.</p>				
<p>RECOMMENDED ACTION: Move to the consent agenda for the next meeting.</p> <p>FUTURE MOTION: To Approve Tacoma Diesel as the low bidder and authorize the Mayor to sign a three year contract for generator maintenance services not to exceed \$64,688.</p>				

CITY OF ORTING

110 Train St SE
Orting, WA 98360

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SECTION 4 CONTRACT GENERATOR MAINTENANCE – 3 YEAR CONTRACT

Contractor/Vendor Name: TACOMA DIESEL Project No.: PW2020-2022-01
Address: 444 54th AVE E. TACOMA, WA 98424 Budget Item: 401-534-60-48-02; 405-535-50-48-07
Telephone: 253-922-9171 Project Name: Generator Maintenance – 3 Year contract

1. SCOPE OF WORK.

The Contractor shall perform those services described in the Specifications/Scope of Work included in the big package, hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

DELIVERABLES

Item No.	Specification	Yes	No	Comments
G22	Provide Owner with completed / written inspection report, include Fixed Asset # (FA), within 48 hours of scheduled maintenance date	X		
G23	Provide owner with recommended corrective action (as required) within 7-days following scheduled maintenance date.	X		
G24	Provide owner with Invoices for each generator within 7-days following scheduled maintenance date; include on invoice Serial # of generator, Make, Model and its Fixed Asset # (FA)	X		

2. TIME OF COMPLETION.

The work shall be commenced following 15-days mutual execution of this Contract or as agreed upon by the owner and contractor, and be completed no later than October 15 of each subsequent year of this contract.

3. CONTRACT SUM.

CITY OF ORTING

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2020-The City shall pay the Contractor for the performance of the work the sum of \$ 20,450.⁰³, plus applicable Washington state sales tax.

2021-The City shall pay the Contractor for the performance of the work the sum of \$ 22,119.⁰⁴, plus applicable Washington state sales tax.

2022-The City shall pay the Contractor for the performance of the work the sum of \$ 22,119.⁰⁴, plus applicable Washington state sales tax.

4. PAYMENTS.

The City shall make payment to the contractor within 30-days of completion.

5. ACCEPTANCE AND FINAL PAYMENT.

Final 5% retainage payment shall be paid once all state required documents have been approved for release of payment, provided the contract is fully performed and accepted according to bid laws and prevailing wage laws in conformance with RCW 39.12.040

6. GENERAL CONTRACT TERMS

A. Materials, Appliances, and Employees.

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Contractor warrants that all workmen and subcontractors shall be skilled and certified in their trades.

B. Surveys, Permits, and Regulations.

Where applicable, the City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

C. Protection of Work, Property, and Persons.

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

D. Access to Work.

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

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E. City's Right to Terminate Contract.

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

F. Contractor's Liability Insurance.

The CONTRACTOR shall provide insurance coverage at the contractor's cost that shall be maintained in full force and effect during the term of this contract, as follows:

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The city of Orting does not waive its right to subrogation against the contractor, and the policy shall be so endorsed. CONTRACTOR shall instruct the insurers to give the City of Orting, at least 30-days advance notice of any insurance cancellation.

1. The CONTRACTOR shall submit to the City of Orting, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.
2. The contractor shall obtain at the contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
3. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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4. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resource to any remedy available at law or in equity.
5. **Minimum Scope of Insurance** CONTRACTOR shall obtain insurance of the types described below:
 - a. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. In necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall endorsed to insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - c. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
6. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
 - a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products – completed operations aggregate limit.
 - c. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Orting will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.

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- d. **Workers Compensation** with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
7. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:
 - a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.
 8. **Contractor's Insurance for Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.
- G. Performance Bond.**
The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.
- H. Liens.**
The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.
- I. Separate Contracts.**
The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.
- J. Attorneys' Fees and Costs.**
In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

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K. Cleaning Up.

The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.

L. Indemnification.

The Contractor shall protect, indemnify, and save the City of Orting harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to City of Orting equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Orting.

- M. Independent Status of Contractor:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

N. Prevailing Wages.

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

O. Discrimination Prohibited.

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking

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the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF ORTING

By: Randy Karns

By: _____

Title: PROJECT MANAGER

Title: _____

Date: MAY 8, 2020

Date: _____

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:



**City Of Orting
Council Agenda Summary Sheet**

Subject: Backflow Assembly Testing Services Bid Results		Committee	Study Session	Council
	Agenda Item #: AB20-45	Public Works		
	For Agenda of:		5.20.20	
	Department:	Public Works		
	Date Submitted:	5.13.20		
Cost of Item:	<u>\$ 32,871.99 (3-year contract)</u>			
Amount Budgeted:	<u>\$ 14,000 (2020 Budget)</u>			
Unexpended Balance:	<u>\$ 3,042.67 (2020 Budget)</u>			
Bars #:	401-534-60-48			
Timeline:				
Submitted By:	Greg Reed			
Fiscal Note: The Cost of Item is the total cost over the three years of the contract				
Attachments: Contract and Bid sheet				
<p>SUMMARY STATEMENT: This item allows us to maintain compliance with our Cross-Connection Control Plan along with state and local regulations regarding backflow assemblies to be tested annually. An RFP process was completed to secure written proposals for Backflow Assembly Services utilizing MRSC Rosters and advertising in the local newspaper. We received six proposals through our advertising process.</p> <p>Cross-Connection Control Services was the lowest out of the six bidders that met our specifications.</p>				
<p>RECOMMENDED ACTION: Move to the consent agenda for the next meeting.</p> <p>FUTURE MOTION: To approve Cross-Connection Control Services as the low bidder and authorize the Mayor to sign a three year contract for backflow assembly testing services not to exceed \$32,871.99.</p>				

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SECTION 4 CONTRACT

Backflow Assembly Testing Services – 3 Year Contract

Contractor/Vendor Name: Cross Connection Spec Project No.: PW2020-2022-02
Address: 12510 118th St, CTE, Puyallup Budget Item: 401-534-60-48-02; 405-535-50-48-07
Telephone: 253-318-3156 Project Name: Backflow Assembly Testing
Services – 3 Year contract

1. SCOPE OF WORK.

The Contractor shall perform those services described in the Specifications/Scope of Work included in the big package, hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. TIME OF COMPLETION.

The work shall be commenced following 15-days mutual execution of this Contract or by agreement between owner and contractor, and be completed no later than October 31, 2020.

3. CONTRACT SUM.

2020-The City shall pay the Contractor for the performance of the work the sum of \$ 10,025.00, plus applicable Washington state sales tax.

2021-The City shall pay the Contractor for the performance of the work the sum of \$ 10,025.00, plus applicable Washington state sales tax.

2022-The City shall pay the Contractor for the performance of the work the sum of \$ 10,025.00, plus applicable Washington state sales tax.

4. PAYMENTS.

The City shall make payment to the contractor within 30-days of completion.

5. ACCEPTANCE AND FINAL PAYMENT.

Final 5% retainage payment shall be paid once all state required documents have been approved for release of payment, provided the contract is fully performed and accepted according to bid laws and prevailing wage laws in conformance with RCW 39.12.040

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6. GENERAL CONTRACT TERMS

A. **Materials, Appliances, and Employees.**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Contractor warrants that all workmen and subcontractors shall be skilled and certified in their trades.

B. **Surveys, Permits, and Regulations.**

Where applicable, the City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

C. **Protection of Work, Property, and Persons.**

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

D. **Access to Work.**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

E. **City's Right to Terminate Contract.**

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

F. **Contractor's Liability Insurance.**

The CONTRACTOR shall provide insurance coverage at the contractor's cost that shall be maintained in full force and effect during the term of this contract, as follows:

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The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, it's agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The city of Orting does not waive its right to subrogation against the contractor, and the policy shall be so endorsed. CONTRACTOR shall instruct the insurers to give the City of Orting, at least 30-days advance notice of any insurance cancellation.

1. The CONTRACTOR shall submit to the City of Orting, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.
2. The contractor shall obtain at the contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
3. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
4. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resource to any remedy available at law or in equity.
5. **Minimum Scope of Insurance** CONTRACTOR shall obtain insurance of the types described below:
 - a. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. In necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall endorsed to insurance for liability arising from explosion, collapse or underground property damage. The City shall

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be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- c. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

6. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products – completed operations aggregate limit.
- c. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Orting will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.
- d. **Workers Compensation** with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

7. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.

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- 8. Contractor's Insurance for Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.
- G. Performance Bond.**
The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.
- H. Liens.**
The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.
- I. Separate Contracts.**
The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.
- J. Attorneys' Fees and Costs.**
In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
- K. Cleaning Up.**
The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.
- L. Indemnification.**
The Contractor shall protect, indemnify, and save the City of Orting harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages

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sustained by his employees to City of Orting equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Orting.

- M. Independent Status of Contractor:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- N. Prevailing Wages.**
The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.
- O. Discrimination Prohibited.**
The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF ORTING

By: Nancy Pen

By: _____

Title: President

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:



**City Of Orting
Council Agenda Summary Sheet**

Subject: Audio Visual Request For Proposal Results		Committee	Study Session	Council
	Agenda Item #AB20-46			
	For Agenda of:		5.20.20	
	Department:	Administration		
	Date Submitted:	5.14.20		
Cost of Item:	<u>\$50,115.14</u>			
Amount Budgeted:	<u>\$45,000</u>			
Unexpended Balance:	<u>\$ 0</u>			
Bars #:				
Timeline:	Need decision Soon			
Submitted By:	Mark Bethune			
Fiscal Note:				
Attachments: Scoring sheet, RFP				
<p>SUMMARY STATEMENT: The City elected to purchase AV equipment and services for the new city hall rather than have them as part of the construction bid because it was likely the city could purchase for less cost. Seven vendors responded to the RFP. The best proposal and low bidder was dBAudio for \$50,115.14.</p>				
<p>RECOMMENDED ACTION: Move to the next consent agenda.</p> <p>MOTION: <i>To approve DB Audio as with the best proposal for the total amount of \$50,115 and to authorize the Mayor to enter in to a contract with dB Audio in a form approved by the City Attorney.</i></p>				

Scorer: Combined Bethune, Gabreluk, Larson 5/13/20							
RFP: Audio Visual Installation RFP - Applicants	NeuriLink	dB Audio	Keycode	Tempest	Diversified	React-AV	CDW-G
Evaluation Criteria							
1. Total project cost to the City (60 points maximum)	90	162	135	99	108	141	123
2. Perceived quality & value of the proposed systems and services offered (15)	45	45	45	45	45	45	45
3. Prior similar experience (ie small city, city facilitates) (10)	21	30	24	24	18	15	15
4. Bidder's representatives attended the walk through (5)	15	15	15	15	15	15	15
5. Proximity To Oring Washington (10)	21	30	21	24	24	24	21
Total Points	192	282	240	207	210	240	219
Ranking Score	6	1	2	5	4	2	3

Scoring Point System

- 100% of potential points - Excellent, Ideal
- 90% of potential points - Very Good
- 80% of potential points - Good, above average
- 70% of potential points - Average, no distinction
- 60% of potential points - Below Average
- 10%-50% of potential points - Unacceptable



City of Orting City Hall Audio/Visual Project

Request for Proposal to Furnish and Install Audio/Visual Solution at
Orting City Hall

PROJECT TITLE: City of Orting New City Hall A/V Project

PROPOSAL DUE DATE: April 24th, 2020, 4:00 PM

EXPECTED TIME PERIOD FOR CONTRACT: May through August 2020

SECTION ONE: BID PROCESS

ELIGIBILITY: This procurement is open to those individuals or organizations that satisfy the minimum qualifications stated herein and that are available and licensed for work in Washington State.

RFP COORDINATOR

The RFP coordinator is the sole point of contact within the City of Orting (hereafter referred to as the City) for this procurement. With the exception of registration, all communication between a Bidder and the City shall be with the RFP Coordinators identified on the cover page of this RFP.

Any other communication will be considered unofficial and non-binding on the City. Bidders are to rely only on written statements issued by the RFP Coordinators. Communication directed to parties other than the RFP Coordinators may result in disqualification.

CITY OF ORTING RFP COORDINATOR:

Mark Bethune, City
Administrator
mbethune@cityoforting.org
PO Box 489 Orting, WA 98360
360.893.2219

This RFP is available from the City of Orting and may be obtained from the City by emailing Mark Bethune and requesting a copy.

RFP OBJECTIVE

The objective of the RFP is to:

1. Determine the most qualified firm to supply and install specified turn-key audio/visual/security camera system solution for the Orting City Hall.
2. Coordinate with general contractor, city administrator, and end users of each system to complete fully functional audio system in Court/Council room including court recording software system integration.
3. Install, connect, and commission specified network security system including cameras and NVR throughout City Hall building.
4. Install a new fully operational visual solutions (flat screen displays) in all specified rooms. Include all necessary hardware and specified connections to create fully functioning and operational projection systems in the court, conference rooms, police office/s.
5. Coordinate with PCTV for specified camera mounts and wire runs.

Proposed Project Timeline			
Description	Date	Time	By
Issue Request for Proposal	4/6/2020		City
Pre Bid Conference and Site Walkthrough	4/14/2020	14:00	City
Last Day to Submit Questions	4/17/2020	16:00	Bidders
Bid Submittal Closing. Proposals must be received by City of Orting prior to noon local time.	4/24/2020	16:00	Bidders
Evaluate Proposals	4/27/2020 to 4/30/2020		City
Bids Reviewed by City Council	5/13/2020	19:00	City
Council votes to approve best bid	5/27/2020		City
Award Bid	5/28/2020		City
City review and approval and contract process	5/28/2020 to 6/5/2020		City
Commence program planning process	6/8/2020		Contractor
Complete installation and testing of all systems	8/14/2020		Contractor
System training completed	8/21/2020		City/Contractor
All project related work complete	8/21/2020		Contractor
Verification of work and testing complete	8/21/2020		City
Project Complete	8/21/2020		City/Contractor

PRE-BID CONFERENCE AND SITE WALK-THROUGH

A pre-bid conference and site walk-through will be held at:

- **Meeting Location:**
 - 102 Washington Ave S. Orting, WA 98360
- **Meeting Time:**
 - Tuesday, April 14th,2020 2:00pm

It is strongly recommended that all bidders attend this conference and the site walk-through. Additional bid selection criteria points will be awarded to firms that attend the walk through.

SUBMISSION OF PROPOSALS

Bidders shall be required to submit

- One (1) full electronic copy in PDF format via email to the RFP coordinator.

It is the bidder's responsibility to confirm delivery of proposal by requesting a confirmation via email. If a response is **not** received from the City, it is the bidder's responsibility to contact the RFP coordinator via phone or email to request confirmation.

Late proposals will not be accepted and will be disqualified from further consideration. All proposals and any accompanying documentation become the property of the City and will not be returned.

INCLUDE THE FOLLOWING IN THE PROPOSAL PACKAGE

A. PROJECT SUMMARY

- Provide a document identifying why the bidders proposed solution serves the best interest of the City. Include a detailed description of knowledge and experience with proposed products and services.
- Identify the primary team members that will be assigned to the project.
- Provide specification documents for all major equipment proposed as part of this RFP.
- Provide a document that identifies any impediments or issues that the bidder foresees related to their timely completion of the proposed project.

B. COST PROPOSAL

Provide a proposal letter that identifies and itemizes all costs and fees associated with the project, signed and dated by a corporate officer. Proposal must contain:

1. Itemized total cost of entire project

BIDDER REGISTRATION

In order to receive bid information and bid addendums prior to the bid submission date, bidders will need to register with the City. Send an email with your full contact information to the City RFP coordinator, Mark Bethune(mbethune@cityoforting.org), identifying that:

- Your firm intends to submit a bid for the project.
- A representative from your firm will attend the bidder's conference.

QUESTIONS REGARDING THIS RFP

All questions relating to the contract or technical design of this request for proposal must be submitted via **email** to the RFP coordinator. All questions and answers will be forwarded to all bidders who have provided contact information to the City. In order to make information available to all proposing bidders, no questions will be entertained after April 17th, 2020.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to everyone who has notified the City they are responding to the RFP. Bidders' questions regarding this RFP and the RFP Coordinator's answers, as well as any other pertinent information shall be provided in addenda.

The City reserves the right to cancel and/or to reissue the RFP in whole or in part, prior to execution of a decision. The City also reserves the right to change the project schedule and to reject any proposal which does not meet the requirements identified in this document.

All decisions by the City will be final.

RESPONSIVENESS

- All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP.
- The City reserves the right, at its sole discretion, to waive minor administrative irregularities.
- Any proposals received **after** the time and date of bid submittal closing will be rejected without being evaluated.

MOST FAVORABLE TERMS

The City reserves the right to make a decision without further discussion of the proposal that is submitted. Therefore, the proposal should be submitted with the most favorable terms. The City may contact the bidder for clarification, but there will not be an opportunity for bidders to present "best and final" offers. Bidders must be prepared to enter into a contract based on their proposal and the terms and conditions in this RFP.

BID EVALUATION AND CONTRACT AWARD PROCEDURE

- Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the City which will determine the ranking of the proposals.
- The City will review all proposals received prior to the proposal due date and score them based on the Initial Bid Selection Criteria listed below.

BID SELECTION CRITERIA

Bids will be scored comparatively, and the bid awarded, based on The City's scoring on the following weighting scale:

BASE BID SELECTION CRITERIA

1. Total project cost to the City	60%
2. Perceived quality & value of the proposed systems and services offered	15%
3. Prior similar experience (ie small city, city facilitates):	10%
4. Bidder's representatives attended the walk through.	5%
5. Proximity To Orting Washington:	10%
	Total 100%

REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all proposals and not to issue a decision. This RFP does not obligate the City to award a contract for the services specified herein.

SECTION TWO: PROJECT INFORMATION

The City is constructing a new City Hall that includes city administration offices, police station, court house, and city council chambers. The City is interested in obtaining an audio/visual/security system intended for the following purposes:

1. Provide, install, and commission audio system in Court/Council chambers including microphone inputs, microphones, speakers, DSP audio system for sound reinforcement and court recording system. System shall incorporate inputs and control from visual presentation sources as well. The systems installed by the contractor must be a turn-key solution.
2. Provide and install 7 flat screen monitors and local input connection points in 3 different parts of the facility.
3. Install city's existing flat screen monitor and LCD projector in conference/training room including supply all connections from monitor and projector to wall plate connectors.
4. Provide, install, and commission specified security system including NVR, software, 12 indoor, and 6 PTZ outdoor cameras (City already owns specified outdoor PTZ cameras) in specified locations.

BIDDER / CONTRACTOR SHALL PROVIDE PROPOSALS FOR A COMPLETE, FINISHED AND FULLY OPERATIONAL AUDIO, VISUAL, AND SECURITY SYSTEMS INSTALLATION.

Bidders will fully review the requirements of the RFP, bid process, and required services, prior to submitting their proposals.

All bidders will be given reasonable opportunity to fully inspect and review the facility and locations where the project work will take place prior and all system support documents.

Contractor shall provide all necessary project management, design review, coordination, tools, test equipment, shipping, labor and materials necessary for the installation and completion of fully operational systems as defined in this document. Where methods or materials are shown or described in the city's supplied documents or drawings, they are to be interpreted as intended to illustrate methods or materials the owner wants used.

It is not the intent of these specifications to be closed and any brand names shown are the desired products. The name of a certain brand, make, or manufacturer does not restrict bids to the specific brand, make or manufacturer named. All items specified must be the same item or, "an approved equal". Exceptions/alternates to any specification must be thoroughly detailed and listed in proposal. An "approved equal" is, in the sole opinion of the city, deemed to be satisfactory for the designed use. An equal will not be approved unless it meets the same warranty criteria and is constructed equally or better than the item specified. Substitutions and/or alternates must be clearly identified by manufacturer and model number.

SCOPE OF WORK

1. Supply and install a reliable, fully operational A/V, security system at Orting City Hall
 - a. Provide, program, setup and install a new A/V and security system.
 - b. Provide all required hardware and software programs for A/V and security system operation. This includes mounts, fasteners, cords, cables, and other items needed for the systems to be fully functional.
 - c. Installation must result in a finished look with all cables being labeled and bundled neatly.
 - d. Installation, configuration, and programming of all equipment to result in a turn-key, fully functioning operation
2. Provide all necessary project management resources to plan and coordinate the commissioning of the new systems.
 - a. Maintain an ongoing issues list including issue status, critical dates, and issue resolution requirements.
3. Cleanup. At the end of each shift, all areas must be returned to a safe and secure state. All refuse shall be removed from the premises by the contractor.
4. Training: Audio, Visual, and Security Systems Administration
 - a. Audio. The City will use a "train the trainer" system. Contractor will train the trainers on how to use the hardware, software, and programs of the new audiosystem.
 - b. Visual: The City will use a "train the trainer" system. Contractor will train the City trainers on how to use the new projection systems.
 - c. System Administration: City Technology Team will have all-access administration to all hardware, software, and applications. Contractor will supply these passwords and access to the City technology team prior to project completion.
 - d. Full system documentation shall also be provided to the city technology department, including system description, maps/plans, maintenance manuals, etc.

ONE YEAR MAINTENANCE WARRANTY

1. The Vendor must warrant, at a minimum, the system shall be free of all defects in equipment, material, and workmanship for a minimum period of one (1) year from the installation date. Vendor must identify any warranty periods in excess of one year.
 - a. Any costs for the Warranty service must be included in the bid price
 - b. Maintenance Services during the Warranty Period shall meet all General Specifications.

Equipment list for City of Orting City Hall A/V and Security

The following is the list of equipment required to meet the specified design and quality standards for the Orting City Hall audio, video, and security systems. The list is broken down by room and equipment type. Specified mounting locations and EC supplied connections are included in the building plans.

Security system will consist of the following equipment and locations

Room	Equipment
IDF	Exacq Technologies IP04-12T-ELPR Appropriate licensing for all system IP cameras 280 1-YR cloud DRV Subs-1 Day Ret
IDF	TQ-TPETG240G #24PRT/GIG/POE+/370WATTS/SWITCH
IDF	6- LP-2590 1 Port 90W Midsapn 802.3BT
See drawings	9- American Dynamics IFS03D1ICWTT
See drawings	5- Hanwah QND-7010R
See drawings	All camera mounts for professional and secure operation

The City of Orting has previously purchased 6 American Dynamics IFSO2P60N* and ADCIM6WAL mounts for use as external PTZ IP cameras with the above specified system. Successful winner of contract will be responsible for installation of these cameras at locations specified on drawings, as well as, integration with the entire NVR and cloud system including licensing. EC is responsible for Category 6 cable to each camera location with a color coded home run to the IDF room and a wall plate with terminated RJ45 ready for connection at each camera location. Home runs will need to be terminated by security contractor. Security contractor will be responsible for installing and connecting all security equipment in the city supplied network rack in the IDF room. The security contractor will also be responsible for the short run category cable from RJ45 to each camera. All camera positioning, software integrations, networking, and basic training of entire system operation is the responsibility of the successful winner of this contract.

Council Chamber Video system

The following is the list of equipment required to meet the specified design and quality standards for the Orting City Hall council chamber video systems. Specified mounting locations and EC supplied connections are included in the building plans.

2- Sony T7-Xbr75X80G Ultra HD HDR Smart TV with Full Motion Mounts

1-Kramer VP440H2

1-Kramer VM-2DT

2-Kramer TP-580R

1-Kramer FC-113 Scan Converter

All connection cables and HDMI input plates from EC supplied connection points

Note* Installer will also install 3 PCTV provided PTZ cameras and mounts, and connect scan converter to equipment rack via EC supplied RG6

The following is the list of equipment required to meet the specified design and quality standards for the Orting City Hall audio reinforcement and court recording systems for the council chambers. The list is broken down by room and equipment type. Specified mounting locations and EC supplied connections are included in the building plans.

Audio and Court system will consist of the following equipment and locations

Room	Equipment
123	1- 20 Space wall mount equipment rack with locking door
Equipment rack	1- Lowell UDP3 Locking rack drawer
Equipment rack	1- Biamp Tesira Forte AVB VT
Equipment rack	1- Biamp EX-AEC
Equipment rack	1- Biamp EXT-UBT
Equipment rack	1- QSC-ISA280
Equipment rack	1- Williams PPA-VP37 Value system with 4 receivers
Equipment rack	1- Furman P-8 Pro C
Equipment rack	1- Shure SLX 24/58 System
Equipment rack	All terminations and connection cables for system connection
Chambers	1- Biamp Tec 1
Chambers	1- Audix M3
Chambers	10- Shure MX412/C
Chambers	10- AT 8615RS
Chambers	6- JBL Control 23
Chambers	All termination and connection cables for equipment outside of Conduit. (EC will have mic and speaker wire pulled to locations Specified on building plans)
Chambers	FTR Gold license and support w/installation and system integration on court owned PC

TV's for Conference Rooms and Police monitoring

The following is the list of equipment required to meet the specified design and quality standards for the Orting City Hall External room TV's. The list is broken down by room and equipment type. Specified mounting locations and EC supplied connections are included in the building plans.

TV's and mounts are specified by room and TV size

Room	Equipment
147	1- 55" 4K LED w/full motion mount
148	2- 1- 55" 4K LED w/tilt mount
137	1- 55" 4K LED w/full motion mount
150	1- 55" 4K LED w/full motion mount
125	1- 55" 4K LED w/full motion mount
116	1- 55" 4K LED w/full motion mount
125	1- Custom build 2 gang wall plate containing VGA, HDMI, 3 x USB, and Cat5, and all wiring to be pulled through EC provided conduit And connected to ceiling mount projector
148	2- HDMI pass through wall plates and HDMI cable through EC Provided conduit to TV's

All TV's will be connected via cable provider and/or HDMI wall inputs where stated in building plans.

An owner provided projector and wall mount screen will need to be installed and connected to the custom wall plate containing VGA, HDMI, 3xUSB, Cat 5



**City Of Orting
Council Agenda Summary Sheet**

Subject: Downtown Fountain remodel.		Committee	Study Session	Council
	Agenda Item #: 20-47			
	For Agenda of:		5.20.20	
	Department:	Parks		
	Date Submitted:	5/13/20		
Cost of Item:	<u>\$ Unknown requires Bid</u>			
Amount Budgeted:	<u>\$8,000</u>			
Unexpended Balance:	<u>\$ 8,000</u>			
Bars #:				
Timeline:				
Submitted By:	Bethune			
Fiscal Note:				
Attachments:				
<p>SUMMARY STATEMENT: Several years ago the city had the downtown fountain built. Vandalism included the breaking of the lights in the floor and typical soap foaming. The City had to remove the river rock to allow for proper cleaning and then took them out permanently. The sprayers and lights were protected by installing plastic pipe around them. The sprayers have turned out to be difficult to keep aligned. These changes were considered to be temporary until amended designs could be developed and the Parks Advisory Board was tasked with developing a plan and design. About 2 years ago the Board recommended to Council to install column rocks and a river rock flooring that would be stamped concrete. The Council accepted this proposal with an \$8,000 budget. City Admin began looking at costs and determined that the real cost would be closer to \$20,000, so the project stalled. Last year the city attorney and Administrator were able to determine that a "Design-Build" would be legal for this type of project with the likelihood that the price of \$8,000 may be achievable. Councilmembers from the previous CGA Committee expressed concerns that the project has not moved forward.</p> <p>At the CGA Committee meeting of 5/12/20 one Councilmember recommended holding off on the project because of budget problems related to Covid-19. The City Treasurer stated that the Parks budget was not as vulnerable to COVID 19 like the general fund is. But he indicated that sales tax and REIT revenue for the Parks Fund would likely decrease to some degree due to covid 19.. Both Councilmembers recommended this topic be discussed by Council in Study Session.</p>				
RECOMMENDED ACTION: MOTION:				
<ol style="list-style-type: none"> 1) Move to delay the fountain remodel until the City's budget is better understood. 2) Move to allow Administration to go out for bids for the fountain remodel. 				









**City Of Orting
Council Agenda Summary Sheet**

Subject: Tree Policy		Committee	Study Session	Council
	Agenda Item # AB20-48	CGA		
	For Agenda of:	3.18.20	5.20.20	
	Department:	CGA Committee		
	Date Submitted:			
Cost of Item:	_ \$			
Amount Budgeted:	_ \$			
Unexpended Balance:	_ \$			
Bars #:				
Timeline:				
Submitted By:	Councilmember Gunther			
Fiscal Note:				
Attachments: Draft Resolution, Current Public Works policy				
SUMMARY STATEMENT:				
<p>The natural habitat of forestland and trees are a unique cultural and historical feature of the City of Orting.</p> <p>The City Council of the City of Orting has the responsibility under the Constitution of the State of Washington for the administration, governing, and protection of the public within the corporate limits of the City pursuant to RCW Title 35;</p> <p>The City should take every measure to preserve the forest and trees within and surrounding itself, including its throughways, parks and important shorelines, in a pro-active, sustainable, and enduring way as part of its highly valued cultural and municipal priorities.</p>				
RECOMMENDED ACTION: Move Forward for Approval.				
FUTURE MOTION: To approve Resolution 2020-xx, A Resolution Of The City Of Orting, Washington, Declaring its Natural Habitat Of Forestland And Trees A Unique Cultural And Historical Feature Of Its City.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, DECLARING IT'S NATURAL HABITAT OF FORESTLAND AND TREES A UNIQUE CULTURAL AND HISTORICAL FEATURE OF IT'S CITY.

WHEREAS, the City Council of the City of Orting has the responsibility under the Constitution of the State of Washington for the administration, governing, and protection of the public within the corporate limits of the City pursuant to RCW Title 35;

WHEREAS the WA State Dept of Natural Resources (DNR) has stated that "Washington's forests provide abundant resource benefits: ... fish and wildlife habitat, clean air and water, opportunities for outdoor recreation, and natural beauty"; and

WHEREAS the University of Washington, College of Environment, states that "Scientific studies across more than three decades confirm the environmental, social and economic benefits of having plants and quality landscape in urban communities"; and

WHEREAS the Journal of Arboriculture (2003) states that, "The public judges communities having vegetation-bordered roads more positively, with ratings of visual quality for an adjoining city or town increasing as the amount of roadside vegetation increases"; and

WHEREAS sister cities like Puyallup, Tacoma, Olympia, Kent and Enumclaw have adopted urban forestry programs to promote city beauty, recreational opportunities, protection from sun and heat, improved stormwater management, enhanced animal and plant biodiversity, increased property values, outside tourism and visitation, man's improved resident satisfaction"; and

WHEREAS the Journal of Environmental Psychology (1998) has found that, "Drivers seeing natural roadside views show lower levels of stress and frustration compared to those viewing all-built settings"; and

WHEREAS the Transportation Research Record (2003) states that, "The most recent research suggests that trees may improve driving safety. One study found a 46% decrease in crash rates across urban arterial and highway sites after landscape improvements were installed. Another study found that placing trees and planters in urban arterial roadsides reduced mid-block crashes by 5% to 20%"; and

NOW THEREFORE BE IT RESOLVED: that the City will take every measure to preserve the forest and trees within and surrounding itself, including its throughways, parks and important shorelines, in a pro-active, sustainable, and enduring way as part of its highly valued cultural and municipal priorities.

Sec. 1. Effective Date. This resolution shall take effect and be in full force fifteen (5) days after publication in accordance with law,

PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2020.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

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

PUBLIC WORKS OPERATIONS
STANDARD OPERATING PROCEDURES

4.0 SAFETY

4.2 Tree Assessment

PURPOSE: To identify Trees on City Property that may pose a danger to life or property.

4.2.1 Tree assessment procedure shall:

- A. Assessment of trees shall be completed in the month of September each year, before the winter weather hits.
- B. Assess trees within our Parks, cemetery, and facility sites and all City owned property.
- C. All Trees shall be assessed by a licensed Arborist and a report shall be written by the Arborist and submitted to the Public Works Director for review.
- D. Public Works Director will notify PW Committee of trees identified as at risk/dangerous trees.
- E.. If trees are deemed dangerous by the licensed Arborist the City may solicit bids for the take down and remove the trees identified as a danger.
- F. The City shall post on the City's website trees that are to be removed and homeowners in the vicinity of the tree or trees to be removed shall be notified.
- G. City purchasing Policy and State Bidding laws shall be followed when seeking bids for tree removal.
- H. Public Works Director will inform PW Committee of bid results and request bid move to council level if bid amounts are beyond the Purchasing Policy requirements.

4.2.2 Competent Person: An Arborist with experience in assessing trees shall be used for assessment. If the City does not have, then a consultant will be utilized through a competitive bidding process.

4.2.3 When the City is notified of possible dangerous trees on City property by the public the City will have an Arborist assess the tree as soon feasible. If found to be a danger the tree will be added to a list of trees to be removed. Unless it's deemed to be an immediate threat, at which time the tree will be removed as soon as possible.

Arborist Report Orting Cemetery

Prepared for:

City of Orting

Prepared by:

Alan Haywood

Certified Arborist, PN-0330AM

August 28, 2018

Alan Haywood – Arborist & Horticulturist, LLC

PO Box 1086

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Summary

After assessing the trees on the Orting Cemetery property behind the houses on 197th St. East, I found one to be a High Risk tree. It is a tall, 15" DBH red alder that leans to the east, towards house # 15106. I recommend this tree be removed. There are several other trees on the site that have defects or conditions that make them Moderate Risk trees and I have made recommendations for managing these trees also.

Background and History

On July 25, 2018 I was contacted by email, by the City of Orting, Washington, to bid on their request for a Certified Tree Risk Assessment at their City Cemetery property. Earlier in the year a large Bigleaf maple tree (*Acer macrophyllum*) had broken and fallen from the cemetery property into the neighbor's yard and struck their house located at 15106 197th St East Orting, WA. The City wanted to have the site inspected and any other high risk trees identified.

I contacted Greg Reed, City of Orting Public Works Director on July 26 to discuss the project. I visited the site on July 27. I looked the site over to estimate the amount of time it would take to inspect the trees. I also examined what remained of the broken maple that had fallen and the remains that had been recently taken down. The tree had a codominant trunk configuration with included bark and internal decay. It had broken at this weak point, probably in a wind event.

I submitted my bid on July 30, 2018 and was awarded the project on August 7, 2018. The award was by email and there was no contract involved.

Assignment

My assignment was to:

- Identify at risk/hazardous trees that endangered neighboring properties.
- Provide an assessment that numbers the trees, identifies their species and size, and notes their location and their defects.
- Provide a diagram showing the location of the trees with the tree numbers included.
- Identify high risk trees in red on the diagram.
- Provide recommendations for all trees identified in the report and diagram.

Limits of the Assignment

The site had not been surveyed and boundaries were not clearly marked. The understory vegetation was thick in places, with Himalayan blackberry and stinging nettle to contend with. The slope was steep and difficult to navigate in places. Because of the slope, placement of the houses and the dense forest canopy, I was not able to measure heights of the trees.

Purpose and Use of this Report

The purpose of the report is to supply the City of Orting with information on the condition of the trees within falling distance of the abutting homes. With this information they will be able to make the appropriate management decisions for this property to protect the neighbor's houses and other structures.

Observations

The site is an undeveloped, forested steep slope. The forest is a mix of conifers and deciduous trees. Species on the site include Douglas fir, western redcedar, western hemlock, red alder and bigleaf maple. Smaller trees include vine maple, beaked hazelnut, and red elder. Lower understory vegetation included western swordfern, low Oregon grape, salal, stinging nettle and salmonberry.

Most of the trees on the site were of mature size. For the conifers, whose lifespans usually exceed one hundred years in a natural forest condition, this did not present a problem. For the maples and alders, it did cause a concern. Both of these species typically live to be less than one hundred, with the alder often dying or failing around thirty to fifty years and the maple dying or failing around sixty to seventy-five years. Maples and alders of this age are often referred to as "over mature." They will often start dying back at this age, with the top dying or shedding lower limbs with decay setting in. This appears to be the case with several of the alders and maples on the site.

Discussion

Using the tree map provided, I tagged, numbered, measured and assessed the trees on site that had visible defects that increased their risk rating from Low to Moderate or High or Extreme.

The standard diameter measurement of a tree is taken at 4.5' above ground. This is known as diameter at breast height – DBH. All of the measurements were made with a diameter tape. I examined the trees using the standard visual tree assessment method, as outlined in the *Tree Risk Assessment Manual* published by the International Society of Arboriculture. This is considered a Level 2 Basic Tree Risk Assessment. All of my observations were made from ground level. I did not climb the trees or perform invasive tests or excavate any soil to examine roots. I used a rubber mallet to sound the trees.

The Tree Risk Assessment protocol classifies trees as either: Low, Moderate, High or Extreme Risk. The classification is based on three criteria: Size of tree, Condition of tree, and proximity and value of the Target. Low Risk trees are ones that are not likely to fail or are not likely to hit a target of value if they do fail. Moderate Risk trees are not very likely to fail and hit a target or are not big enough to do much harm if they did fail. They are more likely to fail and cause damage than a Low Risk tree. High Risk trees are likely to fail and cause damage to a valuable target. Extreme Risk trees are very likely to fail and cause damage and may already be in the process of failing. Trees can be very likely to fail, but unlikely to strike a target of value, so they are not High Risk trees.

I visited the site on August 15, 2018 and entered the property from the backyard of the house that had been previously damaged by the fallen maple. The owner allowed me onto their property and I used the gate in their fence that led to the cemetery property. I assessed the trees behind their property and then moved south. From the map I could see that the property line of the cemetery was straight and abutted the houses from 15106 north. The first house to the south of 15106 was 15108 and its property line veered to the southeast and did not abut the cemetery property. I did assess several trees behind 15108, but did not go any further as there were no trees close enough to pose a risk to the next houses in line.

From there I moved north to assess the trees. There was, what appeared to be, a wetland in a low area behind the next houses to the north. Their fences did not extend into the low area, but, according to the map, their property did. It was difficult to determine the property line without fences with the heavy vegetation and uneven topography. Behind houses 15108, 15106 and 15028 I assessed 18 trees that appeared to be on cemetery property.

The next two houses at the north end of the assessment area were 15024 and 15020. At least some of the trees I assessed there appeared to be on those houses private property. Since I wasn't sure where the property line was, I assessed them anyway. I decided it was better to be thorough and to not skip any potential problem trees. If the trees are on private property, the City has no obligation to deal with them. They might, however, choose to inform the homeowners of the trees' condition and let them know that they are not the City's trees.

The condition of most of the trees I assessed was "Fair". There were a few trees that I rated as "Poor" and one was "Dead". Trees whose condition was "Good" or "Excellent" were not included in the assessment, as they were of Low Risk. They were not part of the assignment. The entire assessment inventory/tree chart is in Attachment A of this report. A summary of the chart is as follows:

- 30 trees were assessed to have some level of concern.
- 18 of these trees are thought to be City trees by this assessor.
- 12 of these trees are thought to be trees owned by the abutting homes.
- 18 of these trees are Red Alders (*Alnus rubra*).
- 7 of these trees are Bigleaf Maples (*Acer macrophyllum*).
- 2 of these trees are Douglas Firs (*Pseudotsuga menziesii*).
- 1 of these trees was a Black Cottonwood (*Populus trichocarpa*).
- 1 of these trees was a Western Hemlock (*Tsuga heterophylla*).
- 1 of these trees was considered High Risk.
- 29 of these trees were considered Moderate Risk.
- 25 of these trees were in Fair condition.
- 5 of these trees were in Poor condition.
- 3 of these trees were recommended to be removed or snagged.
- 7 of these trees were recommended to be pruned.
- 27 of these trees were recommended to be monitored.
- 13 of these trees were given the option to be snagged instead of monitoring or pruning.

The risk tolerance level for the site is the responsibility of the property manager. That is why some trees are given options of monitoring or removal/snagging or of pruning or removal/snagging. It may be cost effective to snag or remove trees now, rather than deal with monitoring and future removals. My first option is monitoring or pruning if I were making the decision maker when I provide these options. If snagging or removal is my first option, I don't give monitoring or pruning as an option. The property manager can always make that choice though.

Conclusions and Recommendations

The tree that failed had an obvious defect and was well within falling distance of the house. Had it been inspected and assessed, it would have been classified as a High Risk tree. There is only one tree onsite now that I have classified as a High Risk. It is not in as bad of a condition as the one that previously failed. Nor is it as large. There are thirty other trees in the area of assessment that bear monitoring. I recommend removal of the one High Risk Tree now and pursuing the other pruning and snagging recommendations of the other trees as your budget allows.

As a disclaimer, it should be noted that there are no guarantees that any of these trees won't fail, given the right circumstances. Perfectly sound trees have been known to fail in extreme weather conditions, such as high winds, heavy rain and wind, heavy snow or heavy ice. Trees can have internal defects in large branches or trunks or roots, without any outward indication. These defects usually become apparent over time, but in their early stages they may be undetectable by a standard visual tree assessment.

What we do know is that all trees fail eventually and that a tree's condition changes over time. A tree risk assessment is intended to determine which ones are most likely to fail in the near future, due to a condition/defect, and which ones are likely to strike a target of value.

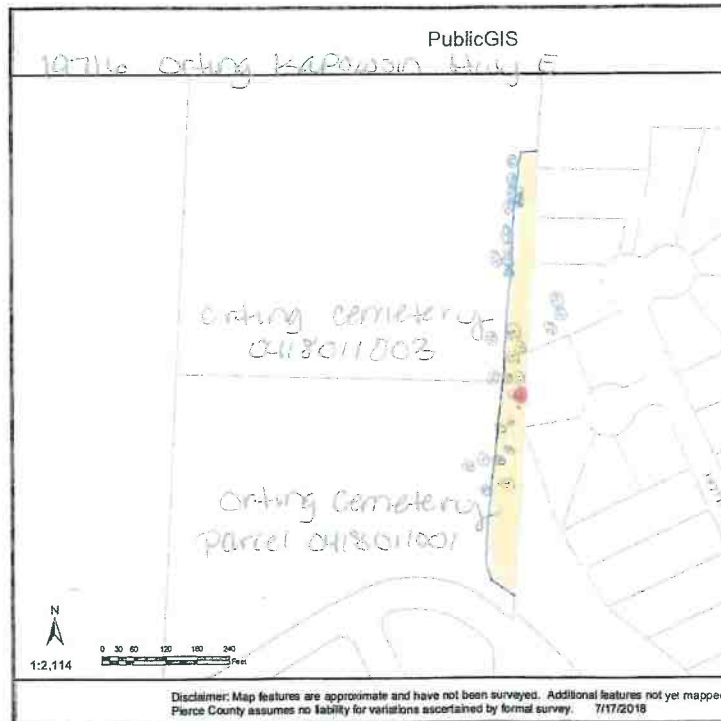
I hope this report answers your questions and is of value to you. Please don't hesitate to contact me if you have any further questions about it.

Appendix A – Tree Chart

Tree #	Species	DBH "	Risk	Comments
1	RA - Red Alder	15	High	Tree leans downhill to the east towards the house. It has low trunk taper and low Live Crown Ratio (LCR). Condition is Fair. Recommendation - Remove
2	RA	12	Moderate	Tree leans uphill to the west. It has low trunk taper and low LCR. Condition is Fair. Recommendation – Snag or Remove
3	RA	19	Moderate	Tree leans downhill. It has low trunk taper and low LCR. Condition is Fair. Recommendation - Monitor
4	RA	18	Moderate	Tree leans downhill with an angled, uneven crown. It has a fork at 7' with a 2" codominant stem. Condition is Fair. Recommendation - Monitor
5	BLM – Bigleaf Maple	21, 11, 11, 11	Moderate	Tree is regrowing with multiple trunks from an old, rotting stump. Dead branches and long, overextended branches in the crown. Some trunks lean downhill. Condition is Fair. Recommendation – Prune out dead wood and shorten long branches and Monitor
6	BLM	16	Moderate	Crown is uneven, heavy on the downhill side. Condition is Fair. Recommendation – Prune to lighten crown and Monitor
7	BLM	12	Moderate	Crown is uneven, heavy on the downhill side, with dead branches. Condition is Fair. Recommendation - Monitor
8	RA	20	Moderate	Tree leans downhill and has low LCR. Condition is Fair. Recommendation – Monitor or Snag
9	RA	25	Moderate	Tree leans downhill and has a forked top with some dead branches in the crown. Condition is Fair. Recommendation - Monitor or Snag
10	BLM	14	Moderate	Tree leans downhill with an uneven crown, heavy on the downhill side. Condition is Fair. Recommendation – Prune and Monitor
11	RA	14	Moderate	Decay pocket in trunk at 15'. Trunk doglegs towards house. Condition is Poor. Recommendation – Snag or Remove
12	RA	10	Moderate	Tree leans uphill to the northwest. Condition is Fair. Recommendation – Monitor or Snag
13	RA	20	Moderate	Tree leans downhill with a forked top – one top is broken. Condition is Fair. Recommendation – Prune or Snag
14	BLM	27	Moderate	Tree has an uneven crown and a slight lean downhill. Condition is Fair. Recommendation – Monitor or Prune to lighten crown
15	RA	23	Moderate	Trunk forks at 20' and leans to east. Crown is heavy on downhill side. Condition is Fair. Recommendation – Monitor or Snag

Tree #	Species	DBH "	Risk Level	Comments
16	BLM	28, 21 & 11	Moderate	Old stump regrowing with codominant trunks - one leans southeast, the other leans northwest. Small decay pocket. Condition is Fair. Recommendation - Monitor
17	RA	19	Moderate	Trunk forks at 17' with decay at 15'. Condition is Fair. Recommendation - Monitor
18	Douglas fir - DF	15	Moderate	Tree has low trunk taper, low LCR and low vigor. Condition is Poor. Recommendation - Monitor
19	RA	22	Moderate	Tree top is dead. Condition is Fair. Recommendation - Monitor
20	RA	23	Moderate	Top is thinning out, possibly dying. A few small cracks in the trunk could indicate internal decay. Condition is Poor. Recommendation - Monitor or Snag
21	RA	23	Moderate	Tree leans to the east towards house and fence. Condition is Fair. Recommendation – Monitor or Snag
22	RA	25	Moderate	Trunk has decay and top is broken at 30'. It is essentially a live snag. Condition is Poor. Recommendation – Monitor or Snag
23	BLM	10, 20, 8, 6, 15, 12, 10 & 14	Moderate	Multi-trunked with dead branches. Target is backyard and fence. Condition is Fair. Recommendation – Prune and Monitor
24	Willow – WL	15	Moderate	Forked trunk with lean at fork towards shed. Condition is Fair. Recommendation – Prune and Monitor
25	BCW – Black Cottonwood	16	Moderate	Tree leans towards house. Condition is Fair. Recommendation - Monitor
26	RA	8	Moderate	Tree leans towards house. Condition is Fair. Recommendation - Monitor
27	RA	14	Moderate	Tree leans to the southeast. Condition is Fair. Recommendation – Monitor or Snag
28	RA	13	Moderate	Tree leans to the south, towards the fence. Trunk has dogleg at 25' over the fence. Condition is Fair. Recommendation – Monitor or Snag
29	Western Hemlock – WH	32	Moderate	Tree appears to be declining. Foliage is dying and so are some branches. It may have Rhizoctonia fungal disease. Condition is Fair, but appears to be worsening and may be Poor next year. Recommendation – Monitor or Snag
30	DF	24	Moderate	Tree leans to the east towards house. Top is broken out. Condition is Fair. Recommendation – Monitor or Snag

Appendix B - Tree Map





To: City of Orting
Attn: Beckie Meek

Orting Park Tree Evaluation

Description of trees on site, evaluation and recommendations

75 Conifers – Firs – 16 have forked trunks

Condition of firs on west side of park: Trees are likely between 50 and 80 years old. All receive good sun and look healthy. All have a high amount of deadwood and are very dense because they receive full sun. Some have roots exposed and 16 of these trees have split tops which have a higher likelihood of failure in windstorms.

Condition of 2 Firs on West side of park south block: Both trees have dying tops. This is likely a result of root compaction as they are close to the roadway. Lower sections have dense foliage and do not show signs of stress. FYI - I would be helpful to know how long these trees have been losing upper foliage.

Recommendations: All fir should be wind sailed and have deadwood removed. Additionally and forked trees should have a cable system installed to provide stability and reduce the risk of failure. The 2 stressed firs on the west should also be wind sailed and have deadwood removed. I would also recommend nutrition for these trees (a 20/20/20 mix should be adequate.)

Benefits: Trees will be lighter and hold less water. Wind sway will be reduced lowering stress on root systems and help to preserve the lifespan of the trees. More afternoon sun will reach the grass in the park and the maples in the park. This will create a healthier lawn area but also increased light to the maples will reduce moss and fern growth and reduce moisture in decaying portions of the tree. Debris fall from the trees will be reduced and branches will be less likely to fall as wind will be able to pass through the canopy. Additionally, installing cables in the forked trees will reduce stress on the fork and reduce the potential for failure. It also helps the trees grow straighter as it matures.

10 Deciduous – Oregon Big Leaf Maples – All have been improperly pruned (topped)

Condition of Oregon Big Leaf Maples: Trees were Pollard Pruned (Topped). The Older sections of the tree show signs of decay and the trunks are growing ferns in addition to the more common moss and lichen. Sucker growth (new leads that grew from the topped sections) has matured and increased the weight the trees bear and is causing stress on the lower older growth. Although the tree needs its canopy to produce food and absorb sunlight the abnormal sucker growth as a result of pruning should be addressed by thinning and density reduction.

Recommendations: Trees should have canopies raised and crowns thinned. Matured suckers should be reduced by approximately 40 – 60 % allowing more dominant leads to strengthen. All deadwood should be removed where possible as well.

Benefits: This process will reduce the weight the trees carry and the stress it causes on older growth. It will allow more sunlight to reach the trunk which will reduce fern/moss growth and reduce moisture retention. Sunlight will also be increased for grass and shrubs. Debris fall will also be decreased for a time. Decay will be slowed where deadwood is removed.

16 Deciduous – Ornamental and Flowering smaller trees

Most of the smaller trees are in fair condition however some are dealing with age related issues. I would be happy to meet with City staff to point out the issues I observed. All could use light pruning and deadwood removal. These are not safety or critical issues but let me know if you want to meet regarding how we can help with tree health and appearance.

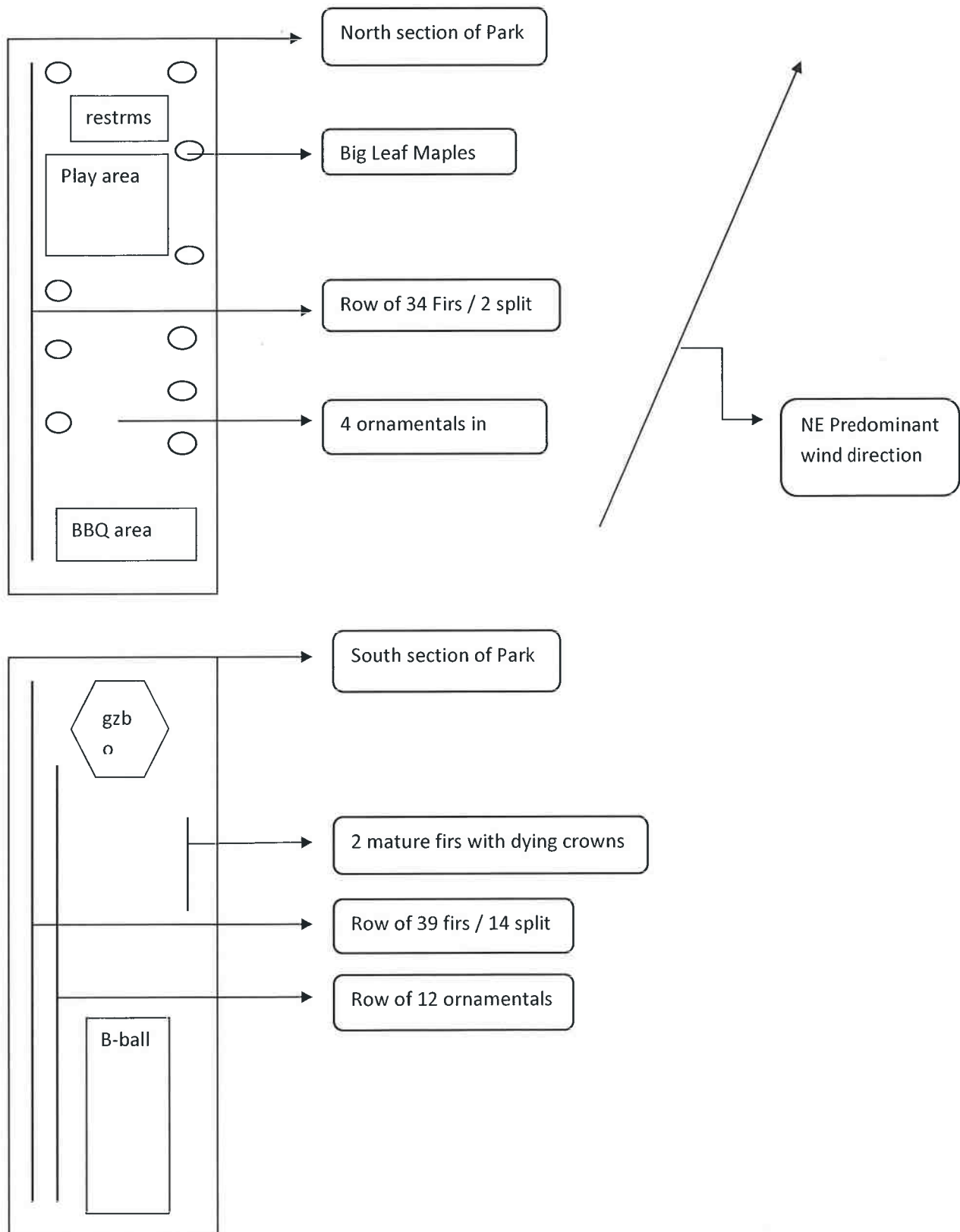
Thanks for allowing me an opportunity to evaluate the trees at the City Park. As a local resident I am happy to assist with this. Not only because I love trees but my family and I enjoy the park on a regular basis.

Please let me know if I can answer any questions or provide clarification. Our company is set up to do Municipal work; we are licensed, bonded and insured. We are an accredited member of the BBB and can provide references including, the City of Milton. I would also be happy to provide an estimate to perform this work and as a certified ISA company we will make sure your City Trees receive the best care possible. Please also note the rough drawing on the next page which I included to provide tree locations for reference.

Thanks

Joe Scholz
253-929-9959
joescholz4@msn.com

Map and details of area evaluated (Not to scale)



September 27, 2019

Greg,

Below is an assessment of trees at risk on City owned property.

1. **Condition:** Two Douglas Fir trees with height over 80' tall, located in the main park. Trees are located next to the large BBQ pit and are the fifth & seventh trees on the right side when standing from Washington Ave S and facing the BBQ pit. At about 15' from grade is the first of several conks (fungi) known as Porodaedalea pini that goes up the trunks. This type of conk causes pockets of decay behind its self. This fungi is known to decay within the tree trunks compromising structural integrity.

Recommendation: Removal is recommended to secure the health of adjacent trees and safety of park users.

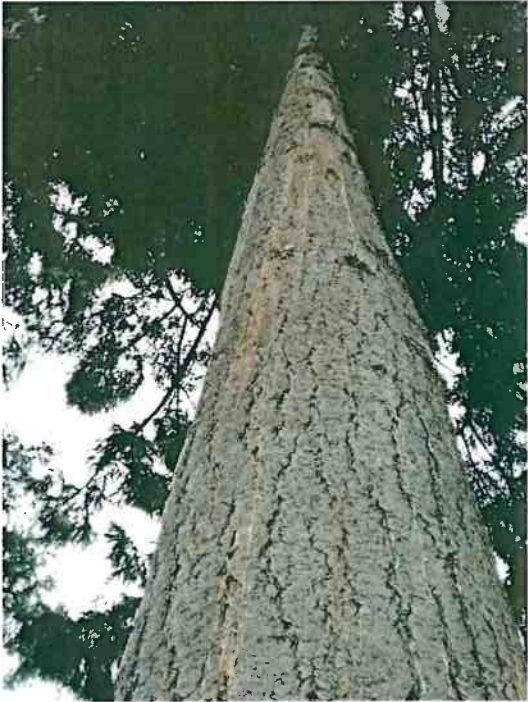


Douglas Fir Tree #5





Douglas Fir Tree #7

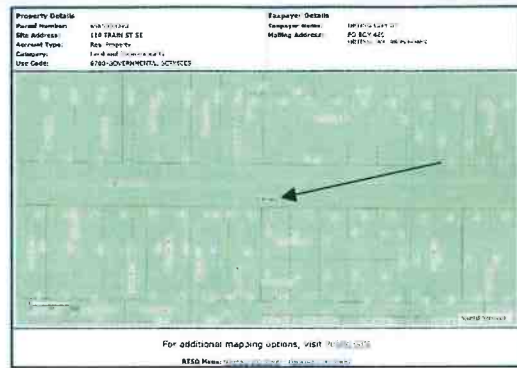






- Condition:** Cottonwood trees located at end of Calistoga St E, in City's street ROW in an area known as fisherman parking lot. A group of ten trees, identified as at risk to private property due to overhang, from the height of the trees. This type of tree has shallow roots and is known to fall or snap. Evidence of structural roots are compensating to hold the tree upright from falling over.

Recommendation: Remove targeted trees to prevent private property damage and surrounding property.



I acknowledge and agree to the provisions below. I DO NOT REPRESENT myself as a professional or as a contractor for commercial purposes. I will not be held liable for any damages or injuries resulting from the use of this information. I will not be held liable for any damages or injuries resulting from the use of this information. I will not be held liable for any damages or injuries resulting from the use of this information. I will not be held liable for any damages or injuries resulting from the use of this information.

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Issac Lolohea, City of Orting PW, MWI
ISA Certified Arborist, WE-8800A



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Date
Subject: Term Limits for Mayor	AB20-49	CGA		
		5.12.20	5.20.20	
	Department:			
	Date Submitted:		5.12.20	
	Cost of Item:		<u>\$</u>	
Amount Budgeted:		<u>\$</u>		
Unexpended Balance:		<u>\$</u>		
Bars #:				
Timeline:				
Submitted By:		CGA Committee		
Fiscal Note:				
Attachments: Proposed code				
SUMMARY STATEMENT:				
<p>The City Council is empowered to enact additional qualifications for candidates to hold elective office in the City where those qualifications do not contravene state statute and the state Constitution.</p> <p>Current City Code does not have a provision for term limits for the Mayor.</p> <p>The CGA committee recommends adopting Term Limits for the Mayor.</p>				
RECOMMENDED ACTION:				
FUTURE MOTION:				

CGA COMMITTEE PROPOSAL

Term Limit for Mayor

1. No person shall be allowed to serve as Mayor for more than two four-year terms
2. This limitation will not apply to any unexpired term to which a person is appointed to fill a vacancy in this office, if the remainder of the term is less than one-half of the full term of office.
3. This prohibition will not disqualify any person now serving as Mayor from completing the term of office that he or she has been elected to serve as of the effective date a code change.