

Councilmembers

Position No.

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



**Mayor Joshua Penner,
Chair**

Orting City Council

Regular Business Meeting Agenda
Virtual Meeting
Orting, WA
May 27, 2020
7 p.m.

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, 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 – then enter Meeting ID: 603 019 088.***

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

2. **PUBLIC COMMENTS:** *Comments may be sent to the City Clerk at jmontgomery@cityoforting.org by 4pm on May 27th, 2020, and will be read in to the record at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Comments that come in after the deadline will be read in to the record at the next Council meeting.*

Any Requests For Consent Agenda Items To Be Pulled For Discussion?

3. CONSENT AGENDA

- A. Regular Meeting Minutes of May 13th, 2020.
- B. Claims and Warrants.
- C. **AB20-32**-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.
- D. **AB20-43**-To approve the attached scope and budget for professional services from Parametrix as described in the attached Puyallup River Outfall Scope of Work for Preliminary Permitting in the amount of \$22,930.
- E. **AB20-44**-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.
- F. **AB20-45**-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.
- G. **AB20-46**-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.
- H. **AB20-50**-To Authorize the Mayor to contract with attorney Matt Cockrell for a 10% contingency fee.

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

4. OLD BUSINESS

- 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**

Motion: To adopt Resolution No. 2020-13, Setting Policy Pertaining to COVID-19 Pandemic and Requesting the Mayor Take Action Consistent Therewith.

5. EXECUTIVE SESSION

6. **ADJOURNMENT-Motion: Move to Adjourn.**

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL **Regular Business Meeting Minutes**

Virtual, Orting, WA
May 13th, 2020
7 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:01pm. Deputy Mayor Hogan led the pledge of allegiance. **Councilmembers Present:** Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Tony Belot, John Williams, Gregg Bradshaw, and Scott Drennen.

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

Any Requests for Additions or Corrections to the Agenda.

None.

2. PUBLIC COMMENTS- (Verbatim comments are available on the City's website)

Rich Harberg

Mr. Harberg commented on Reopening activities and businesses. He requested that Orting reopen in a safe and responsible manner.

Chris Rule

Chris Rule, Assistant Pastor of the Orting Community Baptist Church, sent a letter expressing his support of the Mayors resolution, as he sees the rights of citizens eroding. The concern of the church is that churches have been defined to be non-essential, and that religious liberties are being handled carelessly on the state level.

Any Request for Consent Agenda Item to Be Pulled For Discussion?

None.

3. CONSENT AGENDA

- A. Regular Meeting Minutes of April 29th, 2020
- B. Payroll and Claims Warrants

Councilmember Kelly made a motion to approve Consent Agenda as prepared. Second by Councilmember Gunther. Motion passed (7-0).

4. COVID19 DISCUSSION

Mayor Penner stated that according to the Governors briefings, we are somewhere in phase I. It is unclear when the Governor will issue a reopen order at this time. Staff remains healthy and in good spirits. There have been challenges which he believes staff has handled in an exemplary manner. Some employees are working virtually and some have to come in due to the nature of their tasks. There will be more discussion related to COVID19 to follow; relating to the Mayor's proposed resolution.

5. OLD BUSINESS

A. AB20-30-Orting Valley Farmers Market Sponsorship Application- Resolution No. 2020-08, Declaring a Public Purpose and Authorizing City Sponsorship of the Orting Valley Farmer's Market.

Councilmember Gunther briefed on the application from the Orting Valley Farmers Market which was reviewed by the CGA Committee and was found to be complete. The Market will take all necessary precautions to keep citizens safe. Council comments followed. It was disclosed by Administrator Bethune

that the Market will be following guidelines that were set by the Health Department and the Washington State Farmers Market association. Only vendors that are considered to be offering essential services will be able to participate. Most vendors are Farmer's with farm goods. Council received the guidelines from both agencies.

Councilmember Gunther made a motion to approve Resolution No. 2020-08 Declaring a Public Purpose and Authorizing City Sponsorship of the Orting Valley Farmer's Market. Second by Councilmember Kelly. Motion passed (7-0)

6. NEW BUSINESS

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 briefed on the intent of the proposed resolution. He clarified that the resolution is a statement of policy not law regarding the direction he will provide staff in the coming days. The proposed resolution is not opening things up, or opening up the "flood gates", but is a continuation of a discussion from a letter that the Mayor sent the Council 9 days ago. That letter asked for input from the Council that they might join with the Mayor and present a united front. The Mayor stated he agreed that the outbreak is an emergency and that it has been the majority of the focus of the City, yet it cannot and must not be the only focus. The City also needs to focus on the practicality of governing especially public safety and the community. He stated the City is obligated and entrusted to direct the City's limited resources in a way that benefits the Community. The Mayor's position is that this resolution is a policy statement about the level of infraction at which the City will engage with any one regarding their business, club or church in regard to opening. He felt this was due to ambiguous edicts from the Governor. The City will not take adverse actions against businesses, clubs or churches, as long as the thresholds in the resolution are met. The State may take another extreme stance which would be their prerogative, but the Mayor feels the State should not expect the City to be their agents until or unless the criteria's laid out in the proposed resolution are not met.

Chief Gard gave the law enforcement perspective on this issue. The Chief indicated that the community is under stress at this time. Over the last 30 days 70 calls were taken which is up 50% from the previous month. The Community is eager to get back to work safely and the Chief indicated he supports the proposed resolution. They will continue to be an education agent to the Community.

Council discussion followed with each Councilmember speaking about the proposed resolution.

Main points of discussion involved the following:

- Ambiguous messages from the Governor;
- What business is essential and what is not;
- Who decides what is essential;
- The history of the Governor's orders;
- The confusion and anger being expressed by citizens;
- Civil liberty versus the effects of the virus;
- Actual number of COVID cases in Washington State;
- Re-opening the economy;
- COVID19 cases versus Flu cases;
- Should the emergency status of the City be lifted;
- Managed emergency versus managed crisis;
- Messaging to the Community about potential state action;
- Mental health and emotional toll on citizens;
- Safety of workers and the Community;
- When to open City Hall;
- The Constitution and civil liberties;

- The choosing of winners and losers;
- Unsupported scientific data;
- Economic security of the citizens in the community;
- Freedom and the ability to mitigate hazards;
- Appearance of opposing the Governor.

City Attorney Archer briefed that the primary reason for declaring a state of emergency entitles the Mayor to circumvent the normal purchasing process, to allow for the purchase of items that are needed quickly due to the emergency, and to provide access to possible funds for the emergency.

Councilmember's Drennen and Gunther spoke about their proposed amendments to the resolution.

7. EXECUTIVE SESSION

Attorney Archer briefed that there would be an executive session per RCW 42.30.110.(1) (i) to discuss with legal counsel potential legal risks of a proposed action, Action may follow when they return to open session, and the session will be for 30 minutes.

Mayor Penner recessed the meeting at 8:12pm for a 3 minute break.

Mayor Penner recessed the meeting at 8:15pm to go in to executive session.

8:15pm-recessed to executive session for 30 minutes.

8:45pm.Extended for 10 minutes.

8:55pm Extended for 15 minutes.

9:10pm-Extended for 5 minutes.

9:15pm Extended for 5 minutes.

Mayor Penner called the meeting back to order at 9:20pm.

Councilmember Williams made a motion to move this forward to the next study session on May 20th, 2020 for further discussion. Second by Councilmember Bradshaw.

The vote was delayed as Deputy Mayor Hogan was bumped out of the virtual session and was attempting to re-enter the session. After the return of the Deputy Mayor the vote on the motion was taken.

The Motion passed (7-0)

8. ADJOURNMENT

Councilmember Gunther made a motion to adjourn. Second by Deputy Mayor Hogan. Motion passed (7-0)

Mayor Penner recessed the meeting at 9:42pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR MAY 27, 2020 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

MAY 2nd COUNCIL

CLAIMS WARRANTS #48607 THRU #48636
IN THE AMOUNT OF \$ 259,723.43
MasterCard EFT = \$12,755.66

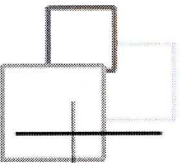
PAYROLL WARRANTS # 23656 THRU #23658 = \$ 15,808.46
EFT \$ 112,869.15
IN THE AMOUNT OF \$ 128,677.61
Carry Over \$ 25,698.97

ARE APPROVED FOR PAYMENT ON MAY 27, 2020

COUNCILPERSON _____

COUNCILPERSON _____

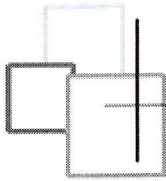
CITY CLERK _____



Fund Transaction Summary

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

Fund Number	Description	Amount
001	Current Expense	\$87,537.08
101	City Streets	\$24,101.86
104	Cemetery	\$58.62
105	Parks Department	\$1,537.31
303	Emergency Evacuation Bridge Fund	\$84,115.10
401	Water	\$15,844.66
408	Wastewater	\$34,769.20
410	Stormwater	\$11,759.60
	Count: 8	\$259,723.43

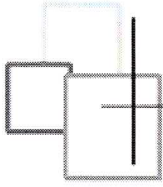


Register

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

Number	Name	Print Date	Clearing Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-MasterCard April 2020</u>	Keybank-MasterCard	5/13/2020	5/14/2020	\$12,755.66
		Total	Check	\$12,755.66
		Total	0032707010	\$12,755.66
Key Bank	2000073			
Check				
<u>48607</u>	Advanced Safety & Fire SE	5/27/2020		\$767.50
<u>48608</u>	Alpine Products Inc.	5/27/2020		\$1,828.75
<u>48609</u>	Big J'S Outdoor Store	5/27/2020		\$1,790.36
<u>48610</u>	Business Solutions Center	5/27/2020		\$43.71
<u>48611</u>	Curry & Williams, P.I.I.c	5/27/2020		\$2,063.47
<u>48612</u>	Federal Eastern International	5/27/2020		\$9,459.53
<u>48613</u>	Ford Motor Credit Company LLC	5/27/2020		\$1,103.78
<u>48614</u>	Goble Sampson Associates INC.	5/27/2020		\$532.62
<u>48615</u>	Hach Company	5/27/2020		\$544.00
<u>48616</u>	Keybank	5/27/2020		\$43.00
<u>48617</u>	Law Offices of Matthew J Rusnak	5/27/2020		\$2,041.67
<u>48618</u>	LN Curtis & Son	5/27/2020		\$40.21
<u>48619</u>	Office of State Auditor	5/27/2020		\$210.00
<u>48620</u>	Orca Pacific, Inc	5/27/2020		\$1,152.57
<u>48621</u>	P.c. Budget & Finance	5/27/2020		\$3,154.99
<u>48622</u>	Parametrix	5/27/2020		\$166,856.32
<u>48623</u>	Pitney Bowes Purchase Power	5/27/2020		\$539.00
<u>48624</u>	Puget Sound Energy	5/27/2020		\$17,379.10
<u>48625</u>	Schwab-Ellison Co, Inc	5/27/2020		\$39.54
<u>48626</u>	Scientific Supply & Equip	5/27/2020		\$219.34
<u>48627</u>	SCORE	5/27/2020		\$368.00
<u>48628</u>	SHRED-IT USA	5/27/2020		\$197.31
<u>48629</u>	South Sound 911	5/27/2020		\$29,677.50
<u>48630</u>	Sumner Lawn'n Saw	5/27/2020		\$1,424.31
<u>48631</u>	Sunnyside, City Of	5/27/2020		\$2,820.00
<u>48632</u>	UniFirst Corporation	5/27/2020		\$175.60
<u>48633</u>	Washington Tractor	5/27/2020		\$568.32
<u>48634</u>	Water Management Lab Inc.	5/27/2020		\$190.00
<u>48635</u>	Wex Bank	5/27/2020		\$1,436.64

Number	Name	Print Date	Clearing Date	Amount
48636	Whitworth Pest Solutions, INC	5/27/2020		\$300.63
		Total	Check	\$246,967.77
		Total	2000073	\$246,967.77
		Grand Total		\$259,723.43



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Advanced Safety & Fire SE	48607	280156	001-514-23-31-02	Fire Extinguisher-Service	\$521.91
			401-534-10-31-00	Fire Extinguisher-Service	\$150.01
			408-535-10-31-00	Fire Extinguisher-Service	\$95.58
			Total	\$767.50	
Alpine Products Inc.	48608	TM-193925	101-594-42-64-01	Barricades	\$609.58
			401-594-34-64-01	Barricades	\$609.58
			408-594-35-64-01	Barricades	\$609.59
			Total	\$1,828.75	
Big J'S Outdoor Store	48609	May2020-400	001-521-20-31-06	Ammunition	\$725.71
			001-594-21-64-50	Sig Sauer-Gard	\$967.31
			410-531-38-31-00	Jeans-Nail	\$97.34
			Total	\$1,790.36	
Business Solutions Center	48610	108422	001-521-20-31-03	Business Cards-PD	\$43.71
			Total	\$43.71	
Curry & Williams, P.I.I.c	48611	Court Judge-May 2020	001-512-50-10-02	Court Judge-May 2020	\$2,063.47
			Total	\$2,063.47	
Federal Eastern International	48612	515233	001-521-20-31-01	Bullet Proof Vests-Rose	\$1,797.80
		516075	001-521-20-31-01	Bullet Proof Vests	\$7,661.73
		Total	\$9,459.53		
Ford Motor Credit Company LLC	48613	1750216-Lease Payment #19 - 2018 Ford F-150- 8487902	001-591-21-70-03	1750216-Lease Payment #19 - 2018 Ford F-150- 8487902	\$888.96
			001-592-21-80-02	1750216-Lease Payment #19 - 2018 Ford F-150- 8487902	\$214.82
			Total	\$1,103.78	
Goble Sampson Associates INC.	48614	BINV0008292	401-534-50-48-04	OM3.288 PFP-Well 1 Wingate	\$532.62
			Total	\$532.62	
Hach Company	48615	11904850	408-535-10-31-04	Supplies	\$106.00
		11904852	408-535-10-31-04	Supplies	\$106.00
		11918145	408-535-10-31-04	Supplies	\$199.20

Vendor	Number	Invoice	Account Number	Notes	Amount
Hach Company	48615	11918151	408-535-10-31-04	Supplies	\$132.80
				Total	\$544.00
Keybank	48616	47310013201014	001-514-23-31-02	Safe Deposit Box Rental	\$43.00
				Total	\$43.00
Keybank-MasterCard	EFT-MasterCard April 2020	1181-Lincoln-April 2020	001-524-20-31-00	Blue Beam Maintenance Renwal	\$106.82
		1668-Finance-April 2020	001-514-23-31-02	Office Supplies	\$12.01
			001-514-23-31-02	Office Supplies	\$58.68
		1920-Gabreluk-April 2020	001-521-20-31-01	Handcuffs-Gabreluk	\$73.43
			001-521-20-31-01	Equipment for Hubbard-Handcuffs	\$198.48
			001-521-50-48-02	Car Wash Hattaway	\$10.00
		2915-Gard-April 2020	001-521-20-31-01	Officer Emergency Healthcare Items	\$47.05
			001-521-20-31-01	Officer Gas Mask Cannisters	\$1,099.78
		5423-Public Works-April 2020	105-576-80-31-00	LED Decorative Bulbs-Covid 19	\$36.66
			105-576-80-48-02	Bark-Mulch	\$138.21
			105-576-80-48-02	Bark-Mulch	\$273.25
			105-576-80-48-02	Bark-Mulch	\$409.88
			401-534-50-48-02	Hose for Hydrant Flushing	\$926.33
			408-535-50-48-03	Service Call -Main Park Restroom doors	\$202.20
			408-535-50-48-03	Service Call -Main Park Restroom doors	\$256.86
		7073-Orting PD 2-April 2020	001-521-20-31-01	Mag Holder-Cassatt	\$82.18
			001-521-40-49-00	Hotel for Training Cancelled-FTo Taylor	(\$69.24)
			001-521-50-48-02	Car Wash-Deffit	\$15.00
			001-521-50-48-02	Car Wash-Boone	\$18.00
			001-521-50-48-02	Car Wash Taylor	\$18.00
		7765-Montgomery-April 2020	001-513-10-31-00	Monthly MasterCard-Montgomery	\$13.18
		9853-Larson-April 2020	001-511-60-31-02	IPads for Council	\$3,140.21
			001-511-60-31-02	IPads for Council	\$5,220.18
			001-594-14-60-02	Finance Director-Windows 10 Pro	\$43.56
			001-594-14-60-02	IPad for Clerk	\$197.78
			401-594-34-64-58	Finance Director-Windows 10 Pro	\$21.78
			401-594-34-64-58	IPad for Clerk	\$53.95
			408-594-35-64-30	Finance Director-Windows 10 Pro	\$21.78
			408-594-35-64-30	IPad for Clerk	\$53.94
			410-594-31-64-44	Finance Director-Windows 10 Pro	\$21.78
			410-594-31-64-44	IPad for Clerk	\$53.94
				Total	\$12,755.66

Vendor	Number	invoice	Account Number	Notes	Amount
Law Offices of Matthew J Rusnak	48617	287	001-512-50-49-01	Court Appointed Attorney-May 2020	\$2,041.67
				Total	\$2,041.67
LN Curtis & Son	48618	INV386538	001-521-20-31-01	Mask for Rose	\$40.21
				Total	\$40.21
Office of State Auditor	48619	L136425	001-512-50-41-03	Accountability Audit-2018	\$8.40
			001-514-23-41-14	Accountability Audit-2018	\$23.10
			001-521-10-40-08	Accountability Audit-2018	\$25.20
			001-524-20-41-06	Accountability Audit-2018	\$14.70
			001-575-21-40-00	Accountability Audit-2018	\$12.60
			101-542-30-41-02	Accountability Audit-2018	\$23.10
			105-576-90-40-00	Accountability Audit-2018	\$12.60
			401-534-10-41-02	Accountability Audit-2018	\$33.60
			408-535-10-41-02	Accountability Audit-2018	\$39.90
			410-531-10-41-01	Accountability Audit-2018	\$16.80
				Total	\$210.00
Orca Pacific, Inc	48620	42392	401-534-10-31-01	Sodium Hypochlorite	\$1,152.57
				Total	\$1,152.57
P.c. Budget & Finance	48621	CI-287887 C-104188	001-538-40-47-00	1st QRT Peg Fees	\$1,280.08
			001-589-30-03-00	1st QRT Peg Fees	\$1,280.08
		CI-287987 C-104188	001-566-00-40-00	1st QRT Liquor Tax	\$594.83
				Total	\$3,154.99
Parametrix	48622	17135	101-595-10-64-34	Fixed Fees	\$25.60
			101-595-10-64-34	Project Management QA&QC	\$238.54
			101-595-10-64-34	Contract Land Services	\$11,057.00
		17662	001-558-60-41-01	General Consilting- Community Baptist Church	\$255.00
			001-558-60-41-01	General Consilting	\$1,782.50
			001-558-60-41-01	General Consilting	\$7,728.75
			101-542-30-41-01	General Consilting- Streets	\$940.00
			101-595-10-40-01	Emergency Evac- Project Management	\$60.00
			401-534-10-41-01	General Consilting- Water	\$897.50
			401-534-10-41-16	WSP Project Management	\$170.00
			401-534-10-41-19	Telemetry O&M	\$1,068.75

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	48622	17662	408-535-10-41-01	General Consilting-Sewer	\$935.00
			408-535-10-41-21	Telemetry O&M	\$480.00
			408-594-35-41-12	WWTP	\$190.00
			408-594-35-41-12	Improvements-Pre Design Report	\$263.75
			408-594-35-41-16	WWTP Improvements-Project	(\$100.00)
			408-594-35-63-37	Management Project	\$4,985.00
			408-594-35-63-37	Office Engineering & Doc	\$5,010.00
			410-531-39-41-01	Project Management	\$1,770.00
			410-594-31-41-30	General Consilting-Storm	\$50.46
			410-594-31-41-30	Survey	\$270.00
			410-594-31-41-30	Project Management	\$1,418.75
			410-594-31-41-30	Preliminary Plans	\$2,612.50
	17663		001-524-20-41-02	Preliminary Design	\$67.50
			001-524-20-41-02	Bridgewater Plat-DEsign Review	\$170.00
			001-524-20-41-02	Belfair Estates-Design Review	\$393.75
			001-524-20-41-02	The Meadows Design Review	\$3,195.00
	17664		303-595-10-40-01	Carbon River RV Park-Design Review	\$2,340.00
			303-595-10-40-01	Emergency Evac Bridge-90% Design	\$2,561.25
			303-595-10-40-01	Emergency Evac Bridge-Environmental Process-Permitting	\$35,125.10
			303-595-90-40-01	Emergency Evac Bridge-60% Design	\$278.75
	17762		101-595-10-64-34	Emergency Evac Bridge-Project Management	\$171.45
			101-595-10-64-34	Whitehawk BLVD Extension-Fixed Fee	\$265.74
			101-595-10-64-34	Whitehawk BLVD Extension-Geotechnical Sub HWA	\$1,597.48
			101-595-10-64-34	Whitehawk BLVD Extension-Project Management QA & QC	\$2,310.42
	18445		410-594-31-63-24	Whitehawk BLVD Extension-Contract Land Services	\$22.82
			410-594-31-63-24	Construction Admin-Project Mgmnt	\$1,222.50
	18447		001-558-60-41-01	Additional Services-Mitigation Plan	\$2,585.00
			001-558-60-41-01	Revisions General Development	\$4,306.25

Vendor	Number	Invoice	Account Number	Notes	Amount	
Parametrix	48622	18447	101-542-30-41-01	General Consulting- Streets	\$1,342.31	
			401-534-10-41-01	General Consulting- Water	\$1,870.00	
			401-534-10-41-16	WSP Project Management	\$1,105.00	
			401-534-10-41-16	WSP Production	\$3,190.00	
			408-535-10-41-01	General Consulting- Sewer	\$545.00	
			408-535-10-41-21	Telemetry O&M - Sewer	\$4,954.40	
			408-594-35-41-12	Pre Design Engineering Report	\$295.00	
			408-594-35-41-12	Project Management	\$1,570.00	
			408-594-35-63-37	Project Management	\$5,018.75	
			410-531-39-41-01	General Consulting- Storm	\$1,615.00	
			410-594-31-41-37	LAMP Support	\$170.00	
			410-594-31-41-43	Project Management QA&QC	\$120.00	
			410-594-31-41-43	Stormwater-Report & 30% Design	\$1,675.00	
			410-594-31-63-40	Project Management	\$170.00	
			18448	001-524-20-41-02	Carbon River RV Park-Design Review	\$320.00
				001-524-20-41-02	The Meadows-Design Review	\$363.75
			18449	303-595-10-40-01		\$43,466.25
				303-595-90-40-01	Emergency Evac Bridge-Project Management	\$343.75
					Total	\$166,856.32
			Pitney Bowes Purchase Power	48623	8000-9090-0050-3685- May2020	001-512-50-31-01
001-513-10-31-01	Monthly Postage	\$8.40				
001-514-23-31-01	Monthly Postage	\$170.80				
001-521-20-31-07	Monthly Postage	\$4.15				
001-521-20-31-07	Monthly Postage	\$18.40				
001-524-20-31-02	Monthly Postage	\$0.65				
001-575-50-31-02	Monthly Postage	\$37.00				
001-575-50-31-02	Monthly Postage	\$47.50				
104-536-20-31-01	Monthly Postage	\$2.50				
401-534-10-42-00	Monthly Postage	\$3.10				
401-534-10-42-00	Monthly Postage	\$39.17				
408-535-10-42-00	Monthly Postage	\$1.00				
408-535-10-42-00	Monthly Postage	\$39.17				
410-531-38-42-00	Monthly Postage	\$39.16				
	Total	\$539.00				
Puget Sound Energy	48624	200001247663-MAY2020				408-535-50-47-07
		200001248190-MAY2020	105-576-80-47-01	North Park	\$10.41	
		200001248372-MAY2020	401-534-50-47-08	Well 3	\$265.63	
		200001248539-MAY2020	001-525-50-47-01	Lahar Siren	\$10.51	
		200001427812-MAY2020	101-542-63-47-03	SR162	\$26.43	

Vendor	Number	Invoice	Account Number	Notes	Amount	
Puget Sound Energy	48624	200001532189-MAY2020	105-576-80-47-02	Main Park	\$254.10	
			105-576-80-47-03	Bell Tower	\$108.90	
		200002708986-MAY2020	408-535-50-47-05	VG Lift Station	\$279.67	
			200003766280-MAY2020	001-514-21-32-01	City Hall-City Shop	\$26.60
				001-514-21-47-01	City Hall-City Shop	\$75.36
				001-524-20-32-05	City Hall-City Shop	\$56.56
				401-534-50-47-01	City Hall-City Shop	\$75.36
				401-534-50-47-09	City Hall-City Shop	\$26.60
				408-535-50-47-01	City Hall-City Shop	\$75.37
				408-535-50-47-08	City Hall-City Shop	\$26.61
			200009717931-MAY2020	401-534-50-47-04	Well 2	\$62.59
			200010396543-MAY2020	105-576-80-47-01	North Park	\$103.86
			200010396733-MAY2020	401-534-50-47-11	Well 4 Pump Station	\$1,983.73
			200010629349-MAY2020	101-542-63-47-01	City Shop	\$10.61
				104-536-50-47-01	City Shop	\$8.49
				401-534-50-47-01	City Shop	\$10.61
				408-535-50-47-01	City Shop	\$12.73
			200013874264-MAY2020	408-535-50-47-04	WWTP	\$7,246.39
			200014994137-MAY2020	408-535-50-47-05	VG Lift Station	\$79.20
			200019613294-MAY2020	104-536-50-47-02	Cemetery Shop	\$47.63
			200021421298-MAY2020	408-535-50-47-06	Rainier Meadows	\$28.43
			200022934653-MAY2020	001-575-50-47-01	MPC	\$338.72
			200024404523-MAY2020	408-535-50-47-02	Lift Station 1	\$108.72
			220011476581-MAY2020	408-535-50-47-03	High Cedars Lift Station	\$104.01
			220015220399-MAY2020	101-542-63-47-03	Street Lights	\$50.96
			220020534461-MAY2020	101-542-63-47-01	New PW Shop	\$105.70
				401-534-50-47-01	New PW Shop	\$147.98
				408-535-50-47-01	New PW Shop	\$169.11
			220022116432-MAY2020	001-512-50-47-01	New City Hall	\$6.71
				001-514-21-47-01	New City Hall	\$33.57
				001-521-50-47-00	New City Hall	\$67.14
				001-524-20-32-05	New City Hall	\$5.04
				401-534-50-47-01	New City Hall	\$18.46
		408-535-50-47-01	New City Hall	\$18.46		
		408-535-50-47-01	New City Hall	\$18.46		
	300000002406-MAY2020	101-542-63-47-03	Street Lights	\$5,077.50		
			Total	\$17,379.10		
Schwab-Ellison Co, Inc	48625	82200451758	410-531-38-48-01	Mower Deck Tires	\$39.54	
				Total	\$39.54	
Scientific Supply & Equip	48626	31444317	408-535-10-31-00	Lab Supplies	\$219.34	
				Total	\$219.34	
SCORE	48627	4547	001-523-60-41-00	Jail Fees-April 2020	\$368.00	
				Total	\$368.00	
SHRED-IT USA	48628	8129763520	001-521-20-31-03	PD Shredding	\$103.85	
		8129763541	001-514-23-31-02		\$93.46	
		Total	\$197.31			

Vendor	Number	Invoice	Account Number	Notes	Amount	
South Sound 911	48629	00126	001-521-10-40-05	Dispatch Records Management	\$10,600.00	
			001-521-50-48-07	System-Enforcer 2nd- QRT Police Dispatch-LE Comm	\$19,077.50	
				Total	\$29,677.50	
Sumner Lawn'n Saw	48630	49211	410-531-38-35-00	Manual Backpack-Gloves	\$148.30	
			49843	401-534-50-35-00	Hand Pruner-Harness-FA1022-BR-600 #007	\$82.95
			49867	401-534-50-48-04	Harness	\$30.21
			49910	401-534-50-35-00	Replacement Generator due to Theft	\$1,126.58
			50222	410-531-38-48-00	Edger Blade	\$36.27
			Total	\$1,424.31		
Sunnyside, City Of	48631	9589	001-523-60-41-00	Jail Fees-April 2020	\$2,820.00	
				Total	\$2,820.00	
UniFirst Corporation	48632	330 1635029	408-535-10-31-03	Uniform Item-Protective Services	\$175.60	
				Total	\$175.60	
Washington Tractor	48633	2082426	101-542-30-35-00	Replacement Due to Theft	\$189.44	
			105-576-80-35-00	Replacement Due to Theft	\$189.44	
			410-531-38-35-00	Replacement Due to Theft	\$189.44	
				Total	\$568.32	
Water Management Lab Inc.	48634	184967	401-534-10-41-03	Lab Testing	\$190.00	
				Total	\$190.00	
Wex Bank	48635	65476733	001-521-20-32-00	Fuel-PD	\$1,436.64	
				Total	\$1,436.64	
Whitworth Pest Solutions, INC	48636	502242	001-575-50-48-00	Pest Control-MPC	\$191.33	
		502243	001-514-21-48-01	Pest Control-City Hall	\$109.30	
				Total	\$300.63	
Grand Total					\$259,723.43	



**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: <u>N/C</u>			
Amount Budgeted: <u>N/C</u>				
Unexpended Balance: <u>N/C</u>				
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. Council reviewed the Policy and moved it forward to the next council meeting of May 27, 2020.</p>				
<p>RECOMMENDED ACTION: 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
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> <p>Council review was done at the study session on May20,2020 and Council moved this forward to the consent agenda for the May 27, 2020 meeting.</p>				
RECOMMENDED ACTION: MOTION: To approve the attached scope and budget for professional services from Parametrix 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” (NLTA)

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 NLTA 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 oversite 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

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.

Client: City of Orting
 Project: City of Orting On-call 2014-2017
 Project No: 216-1711-020

Project Manager	John C. Hungerford
Sr. Project Controls Specialist	April D. Whittaker
Scientist / Biologist IV	Adam Merrill
Scientist / Biologist I	Amanda J. Weiss
Publications Specialist II	Becky J. Taylor
Sr. GIS Analyst	Chad L. Tinsley
Sr. Engineer	Jeffrey L. Coop
Scientist / Biologist IV	Michael L. Hall
Engineer I	Rachel S. Yonamine
Sr. Scientist / Biologist	Taya K. MacLean
Engineer I	Lenaya M. Grabowski

Rates: \$170.00 \$120.00 \$135.00 \$85.00 \$95.00 \$100.00 \$170.00 \$135.00 \$100.00 \$170.00 \$100.00

Phase	Task	Description	Labor Dollars	Labor Hours	\$170.00	\$120.00	\$135.00	\$85.00	\$95.00	\$100.00	\$170.00	\$135.00	\$100.00	\$170.00	\$100.00
5004		VG Outfall Replacement	\$22,930.00	188	4	4	60	6	12	8	2	40	40	4	8
	05	Preliminary Permitting	\$22,930.00	188	4	4	60	6	12	8	2	40	40	4	8
Labor Totals:			\$22,930.00	188	4	4	60	6	12	8	2	40	40	4	8
					\$680.00	\$480.00	\$8,100.00	\$510.00	\$1,140.00	\$800.00	\$340.00	\$5,400.00	\$4,000.00	\$680.00	\$800.00

PROJECT TOTAL \$ 22,930.00



**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	5.27.20
	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				
SUMMARY STATEMENT:				
<p>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>				
RECOMMENDED ACTION: 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.				

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SECTION 4 CONTRACT GENERATOR MAINTENANCE – 3 YEAR CONTRACT

Contractor/Vendor Name: TACOMA DIESEL
Address: 444 54th AVE E. TACOMA, WA 98424
Telephone: 253-922-9171

Project No.: PW2020-2022-01
Budget Item: 401-534-60-48-02; 405-535-50-48-07
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.

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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	5.27.20
	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: 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>				

Backflow Assembly Testing
2020-2022 Bid Response (3 year contract)

Contractor	2020 Bid Amount	2021 Bid Amount	2022 Bid Amount	Total Contract Amount
Cross Connection Services	\$10,957.33	\$10,957.33	\$10,957.33	\$32,871.99
Puget Sound Backflow	\$14,025.37	\$14,025.37	\$14,025.37	\$42,076.11
Campbells Underground	\$24,550.00	\$24,550.00	\$24,550.00	\$73,650.00
PSF Mechanical	\$31,675.43	\$32,310.96	\$32,959.63	\$96,946.02
Smith Fire Systems	\$33,864.00	\$34,694.00	\$35,331.00	\$103,889.00
Auburn Mechanical	\$36,916.17	\$38,759.48	\$40,697.79	\$116,373.44

Backflow Assembly Testing

2020-2022 Bid Response (3 year contract)

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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: 2510 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.
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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	5.27.20
	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				
SUMMARY STATEMENT:				
<p>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: 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 Average Score: Bethune,Larson, Gabreluk							
RFP: Audio Visual Installation RFP - Applicants	NeuriLink	dB Audio	Keycode	Tempest	Diversified	React-AV	CDW-G
Evaluation Criteria							
Total Price Proposal including tax at 9.4%	\$88,530	\$50,115	\$59,547	\$90,500	\$83,126	\$57,371	\$66,144
1. Total project cost to the City (60 points maximum)	30	54	45	30	32	47	41
2. Perceived quality & value of the proposed systems and services offered (15)	15	15	15	15	15	15	15
3. Prior similar experience (ie small city, city facilitates) (10)	7	10	8	8	6	5	5
4. Bidder's representatives attended the walk through (5)	5	5	5	5	5	5	5
5. Proximity To Orting Washington (10)	8	10	8	9	9	9	8
Total Points	65	94	81	67	67	81	74
Ranking Score	5	1	2	4	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 - Info not provided or Unacceptable



**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, 2020, at a Council meeting, and at the study session On May 20, 2020. The proposed resolution has been modified according to guidance from Council at the Study Session.”</p>				
<p>RECOMMENDED ACTION: MOTION: <i>To adopt Resolution No. 2020-13, Setting Policy Pertaining to COVID-19 Pandemic and Requesting the Mayor Take Action Consistent Therewith.</i></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 support equal implementation of directives to all businesses in the City of Orting; 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 Washington State Unemployment Security Department finds that the current Unemployment Rate in Washington State is 15%, and is 4.8% in Pierce County; and

WHEREAS, the Institute for Disease Modeling’s (IDM) best estimate for Covid-19’s effective reproduction rate in Western Washington has decreased from 3.0 to 1.0 near the critical threshold for the infection to slow and die out; and

WHEREAS, according to the University of Washington, the number of COVID-19 cases peaked sometime in late March 2020, and daily positives have been declining since; and

WHEREAS citizens were told that the predicate for the initial stay at home order was the need to flatten the curve of infections in order to ensure that our healthcare system was not overwhelmed, but not to wait until the number of cases and deaths are zero or to have a cure in place; and

WHEREAS, the Council believes that the businesses of Orting are equipped to meet and exceed the safety steps needed to protect the health and economic security of the City of Orting and its citizens; 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

Council-requested edits as of 5/22/20

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, and support equal implementation of directives to all businesses in the City of Orting; 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 Washington State Unemployment Security Department finds that the current Unemployment Rate in Washington State is 15%, and is 4.8% in Pierce County; and

WHEREAS, the Institute for Disease Modeling’s (IDM) best estimate for Covid-19’s effective reproduction rate in Western Washington has decreased from 3.0 to 1.0 near the critical threshold for the infection to slow and die out; and

WHEREAS, according to the University of Washington, the number of COVID-19 cases peaked sometime in late March 2020, and daily positives have been declining since; and

WHEREAS citizens were told that the predicate for the initial stay at home order was the need to flatten the curve of infections in order to ensure that our healthcare system was not overwhelmed, but not to wait until the number of cases and deaths are zero or to have a cure in place; and

WHEREAS, the Council believes that the businesses of Orting are equipped to meet and exceed the safety steps needed to protect the health and economic security of the City of Orting and its citizens; 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; and
- 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

Clean – Incorporating Council-requested edits as of 5/22/20

Approved as to form:

Charlotte A. Archer
Inslee Best, City Attorney