

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

Study Session Agenda

Virtual, Orting, WA
September 16th, 2020
6pm

Deputy Mayor Greg Hogan, Chair

1. CALL MEETING TO ORDER, ROLL CALL AND PLEDGE

***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 join the meeting use the information below: To join the meeting on a computer or mobile phone: <https://bluejeans.com/603863470?src=calendarLink> Phone Dial-in- +1.408.419.1715 – Then use Meeting ID: 603 863 470**

2. PARKS BOARD

A. AB20-71-ADA Level III Spinner.

✚ Jason Linkem/ CM Gunther/CM Williams/ Mark Bethune

3. COMMITTEE REPORTS

Public Works

✚ CM Drennen & CM Bradshaw

Public Safety

✚ CM Kelly & CM Belot

Community and Government Affairs

✚ CM Gunther & CM Williams

4. STAFF REPORTS

✚ Engineering

✚ Planning

✚ Public Works

✚ City Clerk

✚ Court

✚ Police

✚ Assistant City Administrator/Treasurer

5. CONSENT AGENDA

A. Study Session Meeting Minutes of August 19th, 2020.

B. Payroll and Claims Warrants.

Motion: Move to approve Consent Agenda as prepared. **OR**

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

6. AGENDA ITEMS

A. AB20-72-Discussion- 20 Year Population Allocation.

✚ Emily Adams

B. AB20-69-2021 Grant Requests.

+ CM Gunther & CM Williams

- Chamber of Commerce/Orting Community Float
- Farmers Market
- Food Bank
- Opportunity Center, DBA The Haven
- Senior Center
- Tacoma/Orting Recovery Café

C. AB20-76-CARES Grant Funds Update.

+ Scott Larson

D. AB20-73- Resolution No 2020-30, Declaring Personal Property of the City Surplus and Authorizing the City Administrator to Dispose of it in a Commercial Reasonable Manner.

+ Mark Bethune / City Attorney

E. AB20-74 Emergency Evacuation Bridge- Amendment #1 Scope and Budget

JC Hungerford

F. Discussion- City Reader Board.

+ CM Gunther / CM Williams

G. Discussion- City Engagement Ring.

+ CM Gunther / CM Williams

H. AB20-75- Council Rule Changes-Selection of Deputy Mayor, 8.5 and 3.9B, & 4.1 Order of Business & Agenda.

+ CM Gunther / CM Williams

7. ADJOURNMENT- Motion: To Adjourn.

B. AB20-69-2021 Grant Requests.

+ CM Gunther & CM Williams

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+ CM Gunther / CM Williams

6. ADJOURNMENT- Motion: To Adjourn.



**City Of Orting
Council Agenda Summary Sheet**

Subject: ADA Level III Spinner		Committee	Study Session	Council
	Agenda Item #:	CGA & Park Board		
	AB20-71	September 2020	9.16.20	
	Department:	Administration/Parks		
Date Submitted:	9.1.20			

Cost of Item:	<u>\$30,000</u>
Amount Budgeted:	<u>\$35,000</u>
Unexpended Balance:	<u>\$5,000</u>
Bars #:	TBD
Timeline:	October 2020
Submitted By:	Mark Bethune

Fiscal Note: The price quoted includes installation with site-prep conducted by city staff.

Attachments: ADA Spinner picture, Quote

SUMMARY STATEMENT: City of Orting parks lack experiential toys for children with disability. The current ADA spinner at Calistoga Park is a level 1 ADA spinner. In 2019 the CGA Committee moved this forward to Council in August of 2019 with a recommendation to approve. The Council decided to approve it for the 2020 budget instead. The CGA Committee and the Parks Board asked for a revised quote from playground NW which was provided and is included. The price increase from 2019 is approximately \$1,400.

This purchase supports the policy and direction that administration, the CGA Committee and Parks Board would like to take. The Parks Board made a recommendation to locate the spinner at the Main Park. If approved to move forward the build would take place at the end of October of 2020. The Parks Board and the CGA committee moved this forward with a recommendation to approve the increase in price purchase but is seeking consensus from the whole Council.

RECOMMENDED ACTION: Move to consent agenda

FUTURE MOTION: To authorize the Mayor to enter into a contract with Northwest Playground, Equipment Inc., for purchase and installation of a level 3 ADA spinner in the _____ Park, and authorize the expenditure of up to \$30,765.87.



Memo

To: Parks Spinner File

From: Scott Larson, Finance Director

Date: September 10, 2020

Re: ADA Level III Spinner

The City reviewed contracts on the Washington State Department of Enterprise Services (DES) website for spinners that have decks that are flush with the surrounding ground so that a wheel chair can roll directly onto the play toy. Northwest Playground Equipment provided a quote for a toy meeting these criteria and the quote including the toy, ground cover, installation but not site prep and sales tax is \$30,765.87. The only other vendor that has a toy on the DES website that meets our criteria is Landscape Structures. Their cost for only the toy and tax but not including ground cover and installation is \$28,331.65. Groundcover based on the Northwest Playground Equipment quote is approximately \$12,000 and installation is an additional \$4,000 not including tax on either of the additional items.

Accessible Whirl



Features

Put kids of all abilities on the same level to enjoy the dizzying action.

This modified traditional whirl provides a more accessible motion activity for kids of all ages and ability levels. Built flush with the ground, it allows up to two people with wheelchairs to board quickly and easily without having to transfer from their seat. The surface-level design and bright yellow contrast band around the edge also aids those with visual disabilities in safely boarding. A small seat offers extra physical support for kids or caregivers who prefer to sit, while sloping handrails enable users of different heights to hold on tight. With room for up to nine people in total, this spinner brings everyone together to experience a thrilling centripetal sensation.

Materials:

Hand Rail - 1.66 Dia. 14 gauge powder coated steel

Decking - 14 gauge perf steel coated

Seat - 3/4" slip resistant HDPE

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Accessible Whirl	ZZX1158	2-12	24' 8" Diameter (7.5m Diameter)	6' 8" x 2' 8" 2,0m x 0,8m	ASTM (15") CSA (31.9")	1	9	10	617 lbs (280 kg)
Accessible Whirl - surface mount	ZZX1158S	2-12	24' 8" Diameter (7.5m Diameter)	6' 8" x 2' 8" 2,0m x 0,8m	ASTM (15") CSA (31.9")	1	9	10	617 lbs (280 kg)

*CSA and EN compliant versions available. See your Playworld representative for more information.

55 - Accessible Whirl • U.221Z • © 2016 Playworld Systems, Inc.



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 313-9194
Email: sales@nwplayground.com

Quote

This Quote is Only Valid for 10 Days

Quote # 08252020MET02

Date: 8/25/2020

To: City of Orting
Re: Calistoga Park
802 Calistoga St W
Orting WA 98360

Contact Name: Beckie Meek
Email: bmeek@cityoforting.org

Phone: 360-893-2219 X120
Fax/Cell:

Item #	Qty	Description	Price	Total Price
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EQUIPMENT
Playworld Systems

ZZXX1158	1	Accessible Whirl		\$ 11,319.00
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ForeverLawn

1		750 Square Feet of Forever Lawn Playground Grass Academy with a 1" safety pad and good for an 5' Critical Fall Height. Price includes: Envirofill Infill, Edging in Composite Board, Seaming Tape, Delivery and Installation.		\$ 12,800.00
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Playworld
Forever Lawn

Equipment Subtotal		\$ 24,119.00
Northwest Playground Equipment Discount: NPEI 10.00%		\$ (1,131.90)
Northwest Playground Equipment Discount: NPEI 8.00%		\$ (1,024.00)
Playworld Freight:		\$ 2,285.00
Equipment Total (less tax)		\$ 24,248.10

CERTIFIED INSTALLATION

1		Standard Installation of Listed Playworld Systems Accessible Whirl. Customer RESPONSIBLE for Offloading Deliveries, Dispose of Packaging, and Debris from Install. Site Prep Not Included.		\$ 3,900.00
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Prevailing Wage Job

Installation Total: **\$ 3,900.00**

Bond or Credit Card Fee:
Location Code: 2710

Performance Bond (If Required):	3.0%	\$ -
Resale Certificate Required for Tax Exemption:	Tax: 9.3%	\$ 2,617.77

ORDER TOTAL: \$ 30,765.87

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Bri Robinson

Sales Assistant

Customer Signature

Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

Project Name: Calistoga Park

Quote # 08252020MET02

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

Orders placed or requested for delivery after 30 days are subject to price increases.

*** _____ (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

*** _____ (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

*** _____ (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Bri Robinson
Sales Assistant

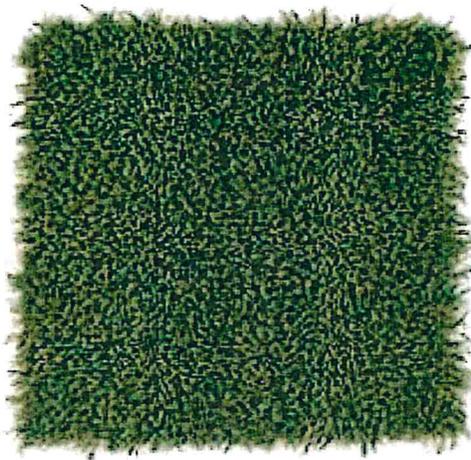
Customer Signature

Date

Thank you for choosing Northwest Playground Equipment

Playground Grass ACADEMY

Playground Grass Academy combines several different features to move it to the front of the class in playground surfacing. Taller XP blades mixed with the natural appearing tan thatch provide the ultimate in realism with a highly durable construction. The tan thatch also provides for the “hide and hold” feature related to infill.







DOOR STO

WARNING

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ORTING CITY COUNCIL
Study Session Meeting Minutes
Virtual Meeting
Orting, WA
August 19, 2020
6PM.

DEPUTY MAYOR GREG HOGAN, CHAIR

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

The City utilized remote attendance for Councilmembers and City employees. OPMA rules regarding provision for the public in a space were suspended by proclamation of the Governor. The meeting was available for the public to hear by a call in number.

Deputy Mayor Hogan called the meeting to order at 6:00pm. Councilmember Kelly led the Pledge of Allegiance.

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

Absent: Councilmember Williams (arrived just after roll call).

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer/Assistant City Administrator, JC Hungerford, Engineer, Greg Reed, Public Works Director, Chris Gard, Chief of Police.

2. PRESENTATION

A. Presentation- Pierce County -Carbon River near Bridge St Setback Levee Feasibility Study.-(Verbatim discussion is available on the City website).

JC Hungerford introduced this agenda item which was briefed at the Public Works Committee in July.

Project Team:

Randy Brake, Project Manager (randy.brake@piercecountywa.gov)

Todd Essman, Capital Improvement Program Manager (todd.essman@piercecountywa.gov)

Rob Wenman, Senior Planner (rob.wenman@piercecountywa.gov)

Hui Ng, Design Engineer (hui.ng@piercecountywa.gov)

Josh Benton, Fish Biologist (joshua.benton@piercecountywa.gov)

Randy Brake was joined by his team, Josh Benton, and Rob Wenman and Hu NG. A power point was presented on the Carbon River near Bridge Street Setback Levee. The goal of the study is to:

- Improve Flood Protection
- Fish Habitat,
- Water Quality,
- Reconnect Floodplain,
- Improve Flood Storage

At risk are:

- Existing Levee
- Foothills Trail
- Flooding Impacts to Improved Property
- Fish Habitat

They discussed four possible Alternatives and their ratings. Moving forward steps are:

- Continued Communications and Coordination with Stakeholders and Community
- Identify a Recommended Alternative
- Complete Feasibility Study and Final Report

They are planning an open house and a survey in the Orting Community. They will be putting together mailers for any possible affected properties. Completion of the project is 6 to 8 years off.

Mayor Penner stated that a group came out about two years ago and gave a presentation. The City is highly invested in flood control and has invested millions of dollars for the current Levy and the Jones Levy with Pierce County as a partner. He expressed his surprise in the Matrix that only gave a weight of 1.0 to the cost factor and hopes that as the study moves forward that the affordability of the project would be given more weight. He also expressed his desire to maintain the recreation viability of each alternative. Alternatives 1-3 have a drastic impact on recreation. He feels that alternative 4 is the least objectionable. Citizens are very invested in the foothills trail, and will lose recreation in each alternative. He hopes that they will reevaluate the affordability of the project and weight it more, and strongly consider outreach relating to the recreation piece, and give that more weight as well. Council comments and discussion followed.

(Entire discussion available on the City's website)

3. COMMITTEE REPORTS

Public Works- CM Drennen & CM Bradshaw

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

- SR 162 Bridge
- Whitehawk SW Connector
- WWTP Solids Handling Upgrade- in plan review with Ecology
- Ken Wolfe Setback Levee- Jones Levee Update
- Puyallup and Rainier Lift Stations
- Maintenance of Parking Strip in the Commercial areas- Notify business owners who are not maintaining this properly
- Tree Removal
- Dedication of the new City Hall

Public Safety- CM Kelly & CM Belot

Councilmember Kelly /Belot briefed that the following was discussed at the last meeting;

- Updates on reserve Officer
- New Process on Concealed Pistol licensing

Community and Government Affairs-CM Gunther & CM Williams

Councilmember Gunther briefed that the following was discussed at the last meeting:

- Challenge coins -on the agenda
- City Reader board- PC has approved an electronic reader board
- ADA Park play equipment plan language change to Parks Plan
- Cemetery- possibility of City selling headstones
- Fireworks discussion- Modification to current Ordinance
- Farmers Market asked to extend to Sep 18th- approved by CGA

Councilmember Drennen briefed that he would like to see the cemetery to become more self-reliant, and have all in one services. He would like to create more revenue sources. He will speak with Treasurer Larson and get staff perspective on selling headstones.

4. STAFF REPORTS

Engineering

JC Hungerford reported on the following:

- Puyallup River and Meadows Lift station Bids out and due Sep 3rd
- Submitted grant application to Pierce County for a Vactor Truck
- Three active construction developments- Meadows IV, Belfair and short plat off Bolin
- Ecology Report for WWTP – City next in line for review

Public Works

Greg Reed reported on the following:

- Stripping Completed
- Storm water assessment
- Tree Assessments done by arborist
- Grading out alleyways and parking lots
- Vactor Rental possibility if we don't get grant
- Dragging the ballfields
- Supported employment is back
- Crack Sealing soon
- Cleaning storm easements
- Electrical work at WWTP
- Grounds work going well
- One sewer backup on Eldridge that was cleared up quickly
- Staff handing out otter pops on hot days when playground has to be sprayed

Court

Scott Larson briefed for the Court. The Court will remain modified through November. 80% did not appear at the last court calendar. They have advertised for a half time court clerk and are in the process of interviewing candidates. The Judge will make a decision by the end of August.

Police

Chief Gard briefed on the following:

- In the process of discussions with Premedium to process Concealed Pistol Licenses for Orting citizens
- Evidence Rome audit by consultant
- Recent police activity- positive outcomes
- Ford Fusions delivered to dealer
- Lateral oral boards on Friday the 21st
- Possibility of getting an AFIS fingerprint scanner

Assistant City Administrator/Treasurer

Scott Larson provided the Council the Financial report through July 31st, 2020. The focus was on the General fund. He is working on the budget. His goal is a draft budget to the Mayor by the end of September.

City Administrator

Mark Bethune stated that he is working on the New City Hall. The outside is substantially complete, and the project is scheduled to complete by the end of August. Century Link may delay the timetable as they are behind in their schedule. Hoping for mid-September move but could be October. He also briefed on the memorial plaque which will be placed at City Hall. Councilmember Drennen would like the plaque to say dedicated to “the past, present, and future citizens of Orting”. Administrator Bethune is also working with Sam Colorossi to create a historical display related to the history of the City.

Mayor's Report

Mayor Penner reported that he would like to get things back to as normal as possible, while still maintaining, a safe City. He wants to do more; to do the work of the citizens. He is working towards reengaging/ restarting up some of the items that have been on hold due to COVID19. One item will be staff recognition. He told the Council that September will be an incredibly busy month, due to the move to the next City Hall. He said that staff may ask to push ideas out that are not critical at this time. He wants to balance the move with the ability of the staff to accomplish the move and critical job duties.

5. AGENDA ITEMS

A. AB20-64- CARES Fund Allocations.

Councilmember Gunther briefed as a member of the ADHOC Committee that was formed to bring recommendations to the whole Council. The City has used about \$50,000 of the \$100,000 allocated to the City to distribute. He spoke to the charities in the City and businesses. The single need reported was mental health needs. Some businesses are booming and some are not. Councilmember Drennen stated that they had come up with four categories:

1. Small Business relief
2. Food security
3. Mental Health Services
4. Youth Services

The Mayor encouraged the Council to continue to work with the agencies in the community that already have expertise. He would like to work with the agencies already in place who can deliver the funds more efficiently. The Mayor wants to make sure that staff has time to come to an agreement with specific agencies, and then they can determine specific amounts at a future meeting. The ADHOC Committee recommended the following.

Funds Breakdown:

100k Internally for City costs

150k externally to agencies set up to deliver services

Town Costs:

110k for business assistance

40k for citizen assistance

Citizen Assistance:

10k for seniors- Senior Center

10k for mental health- Recovery Cafe

10k for low income assistance- St. Vincent DePaul

10k for youth assistance- Teen Haven

Mayor Penner requested that staff come up with a resolution for the items that are agreeable. The ADHOC Committee will meet again with Treasurer Larson and will determine how to implement this. This will be on the next meeting agenda for Council to take action on. Items will likely be distributed before the meeting and may not be completed when the packet goes out on Friday.

B. AB20-65- Challenge Coins.

Councilmember Gunther stated that these coins have a long tradition in America and have been used by fire chiefs, government officials, police, and the military going back to WWI. Coins are used to recognize special achievement and are valued by their recipients. Prices depend on the metal used, type of plating and enamel, and other options. Their initial order often involves a design fee and molding charge. A design has been chosen by CGA using the city's seal, along

with an inscription on its back. Contained in the packet were images of coins with different fronts, and a list of quotes/words to choose from. Council discussion followed.

Action: By consensus discuss at budget time for 2021 budget, no action right now.

C. AB20-66-Discussion- Utility Rates.

Scott Larson briefed that the City engaged Baker Tilly in 2019 to review the city's utility rates and structure. The consultant reviewed operating and capital expenses, adopted Capital Improvement plans, incorporated input from staff, made recommendations on required revenue, and recommended rates for the next several years. In December 2020 after a public hearing the Council adopted the utility rates that the consultant recommended for 2020, 2021, 2022, 2023 and 2024. He briefed on revenue details for all the funds; water, sewer and storm water rates for the next four years.

Action: No action necessary, there will be a hearing on August 26th.

D. AB20-67- City Administrator Vacancy.

Mayor Penner briefed that the City has historically adopted the job descriptions of the City Administrator, Treasurer, and City Clerk, by ordinance so they are actually imbedded in City code 1-7-3. Due to the fluid nature of staff changes and duties; he feels it would be better to have all Officer level job descriptions approved by resolution.

Scott Larson briefed that the City Attorney recommended that we update the "City Treasurer" title to Finance Director which is the standard title for code cities. City Treasurer is a term that is typically used with "Towns.". As the City has grown, roles have changed, and looking at other City job descriptions, these positions are less about doing day to day clerical work, to one of oversight and management roles. The job description for City Administrator and Finance Director were modified and were presented along with the City Clerk job description. Council discussion followed.

The Mayor stated that the current City Administrator has announced his retirement effective October 31, 2020. The Mayor recommended that they implement a competitive process to identify a new City Administrator. He felt that a good interview panel would be composed of the Mayor, City administrator, City Clerk and two Councilmembers. Mark Bethune stated that the best option is to look regionally. Cost will be minimal since the City will use in house staff.

Action: Administration will start a formal application process for the position of City Administrator. with the recommendation to only look regionally. Councilmember Belot, and Kelly, Jane Montgomery, City Clerk, Mayor Penner, and Mark Bethune, City Administrator will be on the interview panel.

6. ADJOURNMENT

Deputy Mayor Hogan adjourned the meeting at 10:08pm

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR SEPTEMBER 9, 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.

SEPTEMBER 1st COUNCIL

CLAIMS WARRANTS #48944 THRU #48996
IN THE AMOUNT OF \$ 122,433.65

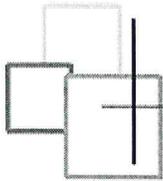
PAYROLL WARRANTS # 23690 THRU #23696 = \$ 41,033.34
EFT \$ 166,117.69
IN THE AMOUNT OF \$ 207,151.03
Carry Over \$ 3,489.03

ARE APPROVED FOR PAYMENT ON SEPTEMBER 9, 2020

COUNCILPERSON _____

COUNCILPERSON _____

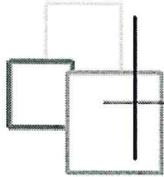
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2020 - September 2020 - 1st Council

Fund Number	Description	Amount
001	Current Expense	\$26,307.48
101	City Streets	\$4,845.12
104	Cemetery	\$135.00
105	Parks Department	\$140.74
304	City Hall Construction	\$61,690.62
401	Water	\$8,180.79
408	Wastewater	\$18,832.70
410	Stormwater	\$2,301.20
	Count: 8	\$122,433.65

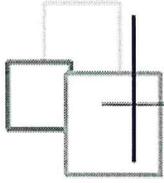


Register

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

Number	Name	Print Date	Clearing Date	Amount
Key Bank	2000073			
Check				
<u>48944</u>	Visionary Office Furniture	8/25/2020		\$7,578.86
<u>48945</u>	Actual Assistant	9/9/2020		\$300.00
<u>48946</u>	Alpine Products Inc.	9/9/2020		\$570.96
<u>48947</u>	Arrow Lumber	9/9/2020		\$758.81
<u>48948</u>	Associated Petroleum Products INC	9/9/2020		\$2,415.39
<u>48949</u>	Big J'S Outdoor Store	9/9/2020		\$2,429.07
<u>48950</u>	Brisco Inc.	9/9/2020		\$103.95
<u>48951</u>	Business Solutions Center	9/9/2020		\$88.53
<u>48952</u>	Centurylink	9/9/2020		\$2,315.91
<u>48953</u>	CenturyLink/Qwest	9/9/2020		\$274.99
<u>48954</u>	Cintas Corporation #461	9/9/2020		\$220.08
<u>48955</u>	Comcast	9/9/2020		\$502.48
<u>48956</u>	Core & Main LP	9/9/2020		\$163.95
<u>48957</u>	Crystal & Sierra Springs	9/9/2020		\$240.23
<u>48958</u>	Cummins Northwest	9/9/2020		\$54,111.76
<u>48959</u>	Fastenal Company	9/9/2020		\$71.32
<u>48960</u>	Hach Company	9/9/2020		\$607.66
<u>48961</u>	Insta-Pipe INC	9/9/2020		\$10,443.45
<u>48962</u>	Javelina Trading Company	9/9/2020		\$112.85
<u>48963</u>	Kyocera Document Solutions Northwest INC	9/9/2020		\$264.69
<u>48964</u>	Logan Enterprises INC	9/9/2020		\$445.00
<u>48965</u>	Mitel Leasing	9/9/2020		\$251.16
<u>48966</u>	Nale, Justin	9/9/2020		\$23.72
<u>48967</u>	National Barricade Co., Llc	9/9/2020		\$3,522.20
<u>48968</u>	Opportunity Center Of Orting	9/9/2020		\$625.00
<u>48969</u>	Orca Pacific, Inc	9/9/2020		\$1,702.18
<u>48970</u>	Orting Valley Fire & Rescue	9/9/2020		\$2,979.17
<u>48971</u>	Orting Valley Senior Cent	9/9/2020		\$1,250.00
<u>48972</u>	P.c. Budget & Finance	9/9/2020		\$2,274.20
<u>48973</u>	Popular Networks, Llc	9/9/2020		\$4,752.91
<u>48974</u>	Puget Sound Energy	9/9/2020		\$967.72
<u>48975</u>	Pumptech Inc	9/9/2020		\$505.51
<u>48976</u>	Recovery Cafe	9/9/2020		\$833.33
<u>48977</u>	Rose, Ashleigh	9/9/2020		\$233.28
<u>48978</u>	Sarco Supply	9/9/2020		\$386.79
<u>48979</u>	Schwab, Erica	9/9/2020		\$300.00

Number	Name	Print Date	Clearing Date	Amount
<u>48980</u>	Scientific Supply & Equip	9/9/2020		\$53.95
<u>48981</u>	SCORE	9/9/2020		\$2,024.00
<u>48982</u>	SHRED-IT, C/O Stericycle INC	9/9/2020		\$183.62
<u>48983</u>	Sonsray Machinery LLC	9/9/2020		\$266.62
<u>48984</u>	Special Asphalt Products	9/9/2020		\$3,268.07
<u>48985</u>	Spectral Laboratories	9/9/2020		\$252.00
<u>48986</u>	Sunnyside, City Of	9/9/2020		\$1,457.00
<u>48987</u>	Tacoma News INC	9/9/2020		\$939.91
<u>48988</u>	The Walls Law Firm	9/9/2020		\$1,875.00
<u>48989</u>	UniFirst Corporation	9/9/2020		\$650.40
<u>48990</u>	United Laboratories	9/9/2020		\$1,781.11
<u>48991</u>	Usabluebook	9/9/2020		\$60.01
<u>48992</u>	Verizon Wireless	9/9/2020		\$2,345.13
<u>48993</u>	Vision Forms LLC	9/9/2020		\$1,965.30
<u>48994</u>	Water Management Lab Inc.	9/9/2020		\$382.00
<u>48995</u>	Whitworth Pest Solutions, INC	9/9/2020		\$163.95
<u>48996</u>	Zumar Industries Inc	9/9/2020		\$138.47
		Total	Check	\$122,433.65
		Total	2000073	\$122,433.65
		Grand Total		\$122,433.65



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Actual Assistant	48945	767	001-514-23-41-12	Website Maintenance/Hosting	\$132.00
			105-576-80-41-05	Website Maintenance/Hosting	\$9.00
			401-534-10-41-34	Website Maintenance/Hosting	\$45.00
			408-535-10-41-36	Website Maintenance/Hosting	\$78.00
			410-531-38-41-05	Website Maintenance/Hosting	\$36.00
			Total		
Alpine Products Inc. 48946		TM196643	101-542-64-49-01	Traffic Paint	\$271.10
		TM196658	101-542-64-49-01	Traffic Paint	\$299.86
		Total			
Arrow Lumber	48947	600186-SEPT2020	001-514-21-48-01	Spray Glue	\$10.92
			001-514-21-48-01	Screwdriver Set	\$17.48
			001-521-21-31-01	Evidence Room Supplies	\$44.79
			001-524-20-31-00	Clamp-Putty Knife	\$10.80
			001-524-20-31-00	Gorilla Glue	\$15.72
			101-542-30-48-02	Hillman Fasteners	\$6.82
			104-536-50-48-00	Supplies for Watering Cemetery	\$101.89
			105-576-80-31-02	PVC Slip-PVC Coupling	\$2.14
			105-576-80-31-02	Hot Glue	\$14.20
			105-576-80-48-00	Garbage Can & Chain	\$30.34
			401-534-50-48-03	Hose Clamp	(\$0.86)
			401-534-50-48-03	Nut Setter-Hex Tool	\$5.00
			401-534-50-48-03	Hillman Fasteners	\$11.86
			401-534-50-48-03	Measuring Cup-Paint Brush-Rags-Wingate	\$18.33
			401-534-50-48-03	Hose Clamp	\$19.00
			401-534-50-48-03	Mask-Masking Paper	\$23.03
			401-534-50-48-03	Nut Setter-Utility	\$33.84
			401-534-50-48-03	Magnetic Mini Sweep	\$39.34
			401-534-50-48-03	Blade	\$81.85
			401-534-50-48-03	Painting Supplies for Harmon Springs	\$92.95
401-534-50-48-04	Hillman Fasteners	\$11.12			
408-535-50-48-02	Water Heater Blanket	\$18.57			

Vendor	Number	Invoice	Account Number	Notes	Amount		
Arrow Lumber	48947	600186-SEPT2020	408-535-50-48-02	Gloves-PVC Slip-PVC Coupling	\$20.91		
			408-535-50-48-04	Light Bulbs-Heat Tape	\$80.39		
			408-535-60-48-04	Rivet-Honey Bucket	\$26.20		
			410-531-38-31-00	1/2" PVC Pipe-Safety Glasses	\$22.18		
				Total	\$758.81		
Associated Petroleum Products INC	48948	0237980-IN	101-542-30-32-00	Fuel	\$129.14		
			401-534-80-32-00	Fuel	\$516.54		
			401-534-80-32-01	Fuel	\$49.90		
			408-535-80-32-00	Fuel	\$516.54		
			408-535-80-32-01	Fuel	\$11.09		
			410-531-38-32-01	Fuel	\$129.13		
		0238112-IN	410-531-38-32-02	Fuel	\$49.91		
			001-514-21-32-01	Diesel	\$354.61		
			001-521-20-32-00	Diesel	\$354.60		
			401-534-80-32-01	Diesel	\$101.31		
			408-535-80-32-01	Diesel	\$101.31		
			410-531-38-32-02	Diesel	\$101.31		
				Total	\$2,415.39		
Big J'S Outdoor Store	48949	SEPT2020-203	001-521-20-31-01	Mag Light	\$196.73		
			001-521-20-31-01	Streamlights for Firearms	\$1,092.96		
			001-521-20-31-06	Ammunition	\$58.99		
			001-594-21-64-49	Firearm & Ammo	\$1,080.39		
				Total	\$2,429.07		
Brisco Inc.	48950	SEPT200-2020	410-531-38-32-02	Fuel Storm	\$103.95		
				Total	\$103.95		
Business Solutions Center	48951	108795	001-571-20-44-00	Parking Permits-Fisherman Parking	\$88.53		
				Total	\$88.53		
Centurylink	48952	300549640-SEPT2020	408-535-10-42-01	Sewer Phones	\$43.54		
			300549818-SEPT2020	001-514-23-42-00	City Phones	\$547.71	
				001-524-20-42-00	City Phones	\$27.77	
				101-542-63-47-03	City Phones	\$61.85	
				401-534-10-42-01	City Phones	\$321.05	
				408-535-10-42-01	City Phones	\$362.86	
				410-531-38-42-01	City Phones	\$72.50	
				300549906-SEPT2020	401-534-50-47-02	Harman Springs	\$61.27
				300550216-SEPT2020	408-535-10-42-01	Sewer Phones	\$185.85
				300550553-SEPT2020	001-521-50-42-00	PD Phones`	\$428.62
				300550592-SEPT2020	001-512-50-42-00	Court Phones	\$132.00
				409178327-SEPT2020	001-521-50-42-00	PD Repeater	\$70.89
						Total	\$2,315.91
CenturyLink/Qwest	48953	464B-SEPT2020	001-521-20-45-02	Cell Connection	\$116.86		
		465B-SEPT2020	001-521-20-45-02	Cell Connection	\$81.86		

Vendor	Number	Invoice	Account Number	Notes	Amount
CenturyLink/Qwest	48953	492B-SEPT2020	001-521-20-45-02	Cell Connection	\$76.27
				Total	\$274.99
Cintas Corporation #461	48954	4058885183	408-535-60-48-04	Cleaning of City Park Restrooms	\$220.08
				Total	\$220.08
Comcast	48955	0221105-SEPT2020	001-514-23-42-00	City Hall Internet	\$75.37
			001-524-20-31-00	City Hall Internet	\$25.12
			401-534-10-42-01	City Hall Internet	\$75.38
			408-535-10-42-01	City Hall Internet	\$75.37
		0221113-SEPT2020	001-512-50-42-00	PSB Internet	\$25.12
			001-521-50-42-00	PSB Internet	\$226.12
				Total	\$502.48
Core & Main LP	48956	M788645	401-534-50-48-02	Battery	\$163.95
				Total	\$163.95
Crystal & Sierra Springs	48957	16789927 081520	001-514-23-31-02	Water for City Hall	\$25.52
		5225720 011520	105-576-80-31-00	Water Public Works	\$67.30
			401-534-10-31-00	Water Public Works	\$67.30
			408-535-10-31-00	Water Public Works	\$80.11
				Total	\$240.23
Cummins Northwest	48958	07-3333	304-594-18-60-01	Generator for New City Hall	\$32,467.06
			304-594-31-60-01	Generator for New City Hall	\$4,870.05
			304-594-34-60-01	Generator for New City Hall	\$4,870.06
			304-594-35-60-01	Generator for New City Hall	\$9,740.12
			304-594-44-60-01	Generator for New City Hall	\$1,082.23
			304-594-76-60-01	Generator for New City Hall	\$1,082.24
				Total	\$54,111.76
Fastenal Company	48959	WASUM68248	105-576-80-31-00	Face Mask	\$17.76
			401-534-10-31-00	Face Mask	\$17.76
			410-531-38-31-00	Face Mask	\$17.77
		WASUM68398	401-534-50-48-02	Supplies	\$18.03
				Total	\$71.32
Hach Company	48960	12073813	408-535-10-31-00	Supplies	\$607.66
				Total	\$607.66
Insta-Pipe INC	48961	19-5070R-Sanitary Sewer CIPP Rehabilitation-Retainage	408-594-35-63-16	Sanitary Sewer CIPP Rehabilitation-Retainage	\$10,443.45
				Total	\$10,443.45

Vendor	Number	Invoice	Account Number	Notes	Amount
Javelina Trading Company	48962	2008016	408-535-10-31-00	Gear Wrench	\$112.85
				Total	\$112.85
Kyocera Document Solutions Northwest INC	48963	Invoice - 9/2/2020 11:03:33 AM	001-514-23-31-02	City Hall Copier Lease	\$264.69
				Total	\$264.69
Logan Enterprises INC	48964	17471-Monthly Janitorial-Sept 2020	001-514-21-41-01	Monthly Janitorial-Sept 2020	\$111.25
			001-524-20-49-02	Monthly Janitorial-Sept 2020	\$22.25
			001-575-50-41-01	Monthly Janitorial-Sept 2020	\$89.00
			401-534-10-31-00	Monthly Janitorial-Sept 2020	\$89.00
			408-535-10-31-00	Monthly Janitorial-Sept 2020	\$89.00
			410-531-38-31-00	Monthly Janitorial-Sept 2020	\$44.50
				Total	\$445.00
Mitel Leasing	48965	902813278	001-594-12-41-02	PSB Phone Lease	\$15.07
			001-594-21-41-03	PSB Phone Lease	\$236.09
				Total	\$251.16
Nale, Justin	48966	2893	401-534-50-35-00	Painted Roof Screws	\$23.72
				Total	\$23.72
National Barricade Co., Llc	48967	288099	101-594-42-64-01	Road Signs	\$587.04
			401-594-34-64-01	Road Signs	\$1,761.10
			408-594-35-64-01	Road Signs	\$587.03
			410-594-31-64-06	Road Signs	\$587.03
				Total	\$3,522.20
Opportunity Center Of Orting	48968	3508-Orting Opportunity Center Grant-SEPT 2020	001-571-20-31-14	Orting Opportunity Center Grant-SEPT 2020	\$625.00
				Total	\$625.00
Orca Pacific, Inc	48969	43337	401-534-10-31-01	Sodium Hypochlorite	\$851.39
		43495	401-534-10-31-01	Sodium Hypochlorite	\$850.79
				Total	\$1,702.18
Orting Valley Fire & Rescue	48970	Payment #9 Lease for PSB-2020	001-512-50-41-04	Payment #9 Lease for PSB-Court	\$297.92
			001-521-50-41-07	Payment #9 Lease for PSB-Police	\$2,681.25
				Total	\$2,979.17

Vendor	Number	Invoice	Account Number	Notes	Amount
Orting Valley Senior Cent	48971	208-Monthly Support-SEPT 2020	001-571-20-31-06	Monthly Support-SEPT 2020	\$1,250.00
				Total	\$1,250.00
P.c. Budget & Finance	48972	CI-292920 C-104188	001-554-30-40-00	PC Animal Control-July 2020	\$2,274.20
				Total	\$2,274.20
Popular Networks, Llc	48973	35964	001-513-23-41-01	Computer Maintenance-Aug 2020	\$99.32
			001-514-23-41-04	Computer Maintenance-Aug 2020	\$215.20
			001-524-20-41-01	Computer Maintenance-Aug 2020	\$165.54
			001-525-60-41-03	Disaster Recovery Backup-Server	\$1,018.13
			001-575-50-41-03	Computer Maintenance-Aug 2020	\$148.98
			101-542-30-41-04	Computer Maintenance-Aug 2020	\$82.77
			104-536-20-41-01	Computer Maintenance-Aug 2020	\$33.11
			401-534-10-41-05	Computer Maintenance-Aug 2020	\$347.61
			408-535-10-41-05	Computer Maintenance-Aug 2020	\$347.62
			410-531-38-41-04	Computer Maintenance-Aug 2020	\$215.20
		35970	001-512-50-41-01	Computer Maintenance-Aug 2020	\$177.07
			001-521-50-41-01	Computer Maintenance-Aug 2020	\$1,266.78
			001-525-60-41-03	Disaster Recovery Backup-Server	\$635.58
				Total	\$4,752.91
Puget Sound Energy	48974	200005438367-SEPT2020	401-534-50-47-05	Wingate Pump Station	\$537.66
		200015669910-SEPT2020	401-534-50-47-02	Chlorinator	\$77.40
		200021064239-SEPT2020	401-534-50-47-03	Well 1	\$335.43
		200021119249-SEPT2020	401-534-50-47-02	Chlorinator	\$17.23
				Total	\$967.72
Pumptech Inc	48975	0159926-IN	408-535-50-48-02	Panel Issues	\$505.51
				Total	\$505.51

Vendor	Number	Invoice	Account Number	Notes	Amount
Recovery Cafe	48976	009-Grant Recovery Cafe- SEPT 2020	001-571-20-31-39	Grant Recovery Cafe-SEPT 2020	\$833.33
				Total	\$833.33
Rose, Ashleigh	48977	Milage-8/24-8/31	001-521-40-49-00	Mileage-Police Academy-8/24/2020 -8/31/2020	\$233.28
				Total	\$233.28
Sarco Supply	48978	1131925 1131926	408-535-10-31-00 408-535-10-31-00	Paper Towels Bathroom Supplies	\$163.82 \$222.97
				Total	\$386.79
Schwab, Erica	48979	0000007-Civil Service- Consultant-AUG 2020	001-521-10-10-04	Civil Service- Consultant-AUG 2020	\$300.00
				Total	\$300.00
Scientific Supply & Equip	48980	31445771	408-535-10-31-00	Lab Supplies	\$53.95
				Total	\$53.95
SCORE	48981	4709-Jail Fees August 2020	001-523-60-41-00	Jail Fees-August 2020	\$2,024.00
				Total	\$2,024.00
SHRED-IT, C/O Stericycle INC	48982	8180294537 8180294569	001-521-20-31-03 001-514-23-31-02	PD Shredding City Hall Shredding	\$96.64 \$86.98
				Total	\$183.62
Sonsray Machinery LLC	48983	P41155-08	410-531-38-48-01	Knife Boom-Bolt FA1004	\$266.62
				Total	\$266.62
Special Asphalt Products	48984	2889-SEPT 2020	101-542-30-48-04	50' Hose Kit Assembly-Ignition System-Electric Push Button	\$3,268.07
				Total	\$3,268.07
Spectral Laboratories	48985	151652	408-535-10-41-03	Lab Testing	\$252.00
				Total	\$252.00
Sunnyside, City Of	48986	9974-Jail Fees - July 2020	001-523-60-41-00	Jail Fees - July 2020	\$1,457.00
				Total	\$1,457.00
Tacoma News INC	48987	257635-SEPT2020 257635-SEPT2020-2	001-511-60-49-03 001-558-60-31-03 001-511-60-49-03	City Council Hearing RFQ Kansas Design & Permitting ORD-2020-1064	\$279.71 \$541.29 \$118.91
				Total	\$939.91

Vendor	Number	Invoice	Account Number	Notes	Amount
The Walls Law Firm	48988	61-Prosecuting Attorney-August 2020	001-515-41-41-03	Prosecuting Attorney-August 2020	\$1,875.00
				Total	\$1,875.00
UniFirst Corporation	48989	330 1662575	408-535-10-31-03	Uniform Item-Protective Services	\$183.82
		330 1664656	408-535-10-31-03	Uniform Item-Protective Services	\$197.11
		330-1666762	408-535-10-31-03	Uniform Item-Protective Services	\$269.47
				Total	\$650.40
United Laboratories	48990	INV296090	408-535-10-31-01	Liberator Bacterial Treatment	\$1,781.11
				Total	\$1,781.11
Usabluebook	48991	327860	408-535-50-48-02	Stir Paddles	\$60.01
				Total	\$60.01
Verizon Wireless	48992	9860839316	001-512-50-42-00	Cell Phones-Court	\$41.65
			001-514-23-42-00	Cell Phones	\$233.95
			001-524-20-42-00	Cell Phones	\$41.92
			401-534-10-42-01	Cell Phones	\$459.40
			408-535-10-42-01	Cell Phones	\$459.40
		9860839317	001-512-50-42-00	Cell Phones-Court	\$44.42
			001-521-20-45-01	Cell Phones-PD	\$583.93
			001-521-20-45-02	Cell Connection Data-PD	\$440.45
			401-534-10-42-01	Data	\$20.01
			408-535-10-42-01	Data	\$20.00
				Total	\$2,345.13
Vision Forms LLC	48993	6121	401-534-10-31-00	Utility Bill Processing & Mailing	\$217.69
			401-534-10-42-00	Utility Bill Processing & Mailing	\$437.41
			408-535-10-31-00	Utility Bill Processing & Mailing	\$217.69
			408-535-10-42-00	Utility Bill Processing & Mailing	\$437.41
			410-531-38-31-00	Utility Bill Processing & Mailing	\$217.69
			410-531-38-42-00	Utility Bill Processing & Mailing	\$437.41
				Total	\$1,965.30
Visionary Office Furniture	48944	200730	304-594-18-60-01	Office Furniture for New City Hall	\$4,547.32
			304-594-31-60-01	Office Furniture for New City Hall	\$682.10

Vendor	Number	Invoice	Account Number	Notes	Amount
Visionary Office Furniture	48944	200730	304-594-34-60-01	Office Furniture for New City Hall	\$682.10
			304-594-35-60-01	Office Furniture for New City Hall	\$1,364.19
			304-594-44-60-01	Office Furniture for New City Hall	\$151.58
			304-594-76-60-01	Office Furniture for New City Hall	\$151.57
			Total	\$7,578.86	
Water Management Lab Inc.	48994	187184	401-534-10-41-03	Lab Testing	\$190.00
		187632	401-534-10-41-03	Lab Testing	\$192.00
		Total	\$382.00		
Whitworth Pest Solutions, INC	48995	516563	001-514-21-48-01	Rodent Exclusion	\$163.95
				Total	\$163.95
Zumar Industries Inc	48996	33463	101-542-64-49-00	Sign-Nelson ST E	\$138.47
				Total	\$138.47
				Grand Total	\$122,433.65



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 20-year Population Allocation	AB20-72			
		N/A	9.16.20	N/A
	Department:	Planning		
	Date Submitted:	9.9.20		
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:				
Submitted By:	Emily Adams (Planner)			
Fiscal Note:				
Attachments:	Staff memo			
SUMMARY STATEMENT:				
<p>Pierce County has initiated the population allocation process to set the 2044 population targets that will be used by cities in Pierce County for the next 8-year periodic comprehensive plan update (Orting's is due 2024).</p> <p>Each City is returning to the next meeting with a proposed number that represents the City's anticipated population growth over the next 20 years. The attached memo discusses the process and the recommended number for Orting.</p>				
RECOMMENDED ACTION: No action needed.				



TO: Mayor Penner and City Councilmembers **DATE:** September 16, 2020
FROM: Emily Adams, AICP **MEETING TYPE:** Study Session
City Planner
SUBJECT: 20-year Population Allocation

Background

The Growth Management Act requires that counties allocate planned population growth to its cities and unincorporated areas. Pierce County is currently engaged in its allocation/ target setting process. The County relies on data from the Washington State Office of Financial Management (OFM) and the Puget Sound Regional Council (PSRC) to set the 2044 population targets. 2044 is the 20-year planning horizon that will be used in Pierce County and its cities, when Orting is scheduled to complete its next 8-year, periodic Comprehensive Plan update in 2024.

The PSRC recommends counties rely on its Regional Macroeconomic Forecast (RMF) for establishing 2044 population targets. The total population growth for the four-county (Pierce, King, Kitsap, and Snohomish) region is forecast to be 1,260,874, of which Pierce County has been allocated 21 percent. This equates to an increase of 264,784 residents in the County by 2044. PSRC then requires that Pierce County’s growth allocation be disaggregated into regional geographies shown in Table 1 below.

Table 1: Regional Geographies and Population Allocation Share

VISION 2050 Regional Geography Category	DRAFT PRSC VISION 2050 Growth Percentage	2020-2044 Pierce County Population Growth Share
Metropolitan Cities	38%	100,618
Core Cities	23%	60,900
High Capacity Transit Communities	21%	55,605
Cities & Towns	7%	18,535
Urban Unincorporated Areas	8%	21,183
Rural	3%	7,944
Total	100%	264,784

Orting falls into the Cities and Towns regional geography along with Bonney Lake, Buckley, Carbonado, Eatonville, Edgewood, Gig Harbor, Milton, Pacific, Roy, Ruston, South Prairie, Steilacoom, and Wilkerson. The Cities and Towns regional geography will be allocated 7 percent of Pierce County’s population growth, or 18,535 people.

Cities and Towns Allocation Meetings

On August 17, 2020, I attended the first Growth Management Coordinating Committee (GMCC) meeting regarding population allocation of the additional 18,535 residents among the Cities and Towns regional geography members. The purpose of the meeting was to initiate the process of allocating the 18,535 new residents amongst the 14 communities that comprise the Cities and Towns regional geography. At the meeting, each City was asked to return to the next meeting with a proposed number that represents

the City's anticipated population growth over the next 20 years and that considers its Comprehensive Plan, buildable lands capacity, etc.

Over the course of the next few meetings, the population growth number that each community proposes will be considered collectively and refined as necessary. At the culmination of the allocation process, the City will have a growth target that it will use as its population growth allocation for comprehensive planning purposes over the next twenty years.

Recommendation

Given Orting's urban growth area boundary, current build out, proposed projects, code amendments, and previous population allocation, I recommend that the City use **450** as its target growth number. Calculations are shown in Table 2.

Table 2: Calculations

City of Orting 20-Year Population Allocation					
Current Population	8,635				
2030 Projected Population	8,000				
MUTCN Parcel Development					
	<i>Median Density (du/ac)</i>	<i>Developable Acres Used¹</i>	<i>Units</i>	<i>PPH²</i>	<i>Population</i>
Non-senior housing	8	10	80	2.65 ³	212
Senior Housing	12	10	120	1.4 ⁴	168
<i>Total projected population</i>					380
Subdivisions (Pipeline and Projected)					
	<i>Units</i>	<i>PPH</i>	<i>Population</i>		
Meadows 4	20	3.08 ⁵	61.6		
Tahoma Meadows	35	3.08	107.8		
<i>Total projected additional population</i>			169		
Code Amendments					
	<i>Potential New Units</i>	<i>PPH</i>	<i>Population</i>		
Duplexes	150	2.45 ⁶	367.5		
ADUs	125	1.5 ⁷	187.5		
<i>Total projected population</i>			555		
<i>Total</i>	1,104	<i>(380+169+555)</i>			
Population over 2030 projection (already accepted population)	635	<i>(8,635-8,000)</i>			
Projected total - early growth	469	<i>(1,104-635)</i>			

¹ There are 20 residential developable acres in the MUTC zone. This splits those 50/50 into the two uses: senior and non-senior

² Persons per household

³ 2.65 comes from census.gov Pierce County average household size. It is assumed the actual number will be slightly less given that all non-senior housing in the zone must be attached or cottage housing.

⁴ 1.4 comes from BLS study on household spending habits for population 55+

⁵ 3.08 is the OFM small area estimate of PPH for Orting, provided by Pierce County

⁶ 2.45 is Pierce County PPH for rental housing according to census reporter

⁷ No real data could be found on ADU persons per household, this number is based on general observations and knowledge

The calculations returned a value of 469. A lower number, 450, is recommended rather than pursuing a larger number such as 500 (or more). It is important that the growth target be attainable. Under the auspices of the Growth Management Act, the State Department of Commerce may require that the City adopt code amendments including upzones or other efforts to encourage greater density, also known as “reasonable measures” in the GMA, if the growth targets are not met.

This recommendation is not the final population allocation for Orting. It is the number I would return to the next meeting with as the suggested growth target for Orting. Orting’s growth target will subsequently be evaluated in concert with others in the Cities and Towns regional geography. As Orting’s planner I will do my best to keep our allocation as close to this number as possible. Should this number need to change for any reason, I will bring it to a City Council Study Session for review.

Pierce County does not require a City Council resolution to confirm the number.



**City Of Orting
Council Agenda Summary Sheet**

Subject: 2021 Grant Requests	Agenda Item#	Committee	Study Session	Council
	AB20-69	CGA		
	For Agenda of:	9.1.20	9.16.20	9.30.20
	Department:	Administration		
	Date Submitted:	9.1.20		
Cost of Item:	\$			
Amount Budgeted:	\$			
Unexpended Balance:	\$			
Bars #:	001.571.20.31.09			
Timeline:				
Submitted By:	City Clerk			
Fiscal Note:				
Attachments:	Resolution No's. 2020-22-25, 26, 27, 28, AND 29, Grant table			
SUMMARY STATEMENT:				
<p>The City received applications for grants from the Orting Chamber of Commerce, Orting Farmers Market, Orting food bank, Opportunity Center, (DBA the Haven), Orting Senior Center, and the Orting Valley Recovery Café. All have either non-profit corporation or 501C3 status. City Policy requires that the City Council review and approve all applications for a grants, and determine whether an applicant qualifies for a grant (after review and approval of the application by the Community & Government Affairs Committee). The enclosed proposed Resolution reflect findings by the CGA Committee that the proposed applicants qualify for grants, and authorizes the issuance of a grants, pursuant to a contract entered into between the Mayor and each of the applicants.</p>				
RECOMMENDED ACTION: Move forward to the study session for 9.16.20. Then discuss at budget time.				
FUTURE MOTION: To approve Resolution No's 2020-22, 25, 26, 27, 28, and 29, for Grant applicants as prepared, for a total of \$_____.				



Grant Application-2021

City of Orting - Office of the City Clerk
PO Box 489-110 Train St., Orting, WA 98360
Phone: (360) 893-2219 ext.133 - Fax: (360) 893-6809
www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: Orting Chamber of Commerce UBI #: 20-8140176

Contact Person's Name and Title: Dr. Troy Munson-President OCOC & Steve Rodrigues-Treasurer OCOC

Mailing Address: PO Box 1418 * Orting, WA 98360

Phone: 253.988.8769/253.312.6144 Email Address: chiroman@dr.com/steve.rodrigues@baxtermfg.com

Amount Requested: \$ 15,000

How the grant will be used (This information can be provided in a letter, attached to this application):

The Orting Chamber of Commerce acquired a new float in 2019. In the Daffodil parade, we won the main "Grand Sweepstakes" award and in the Seafair parade we won the Boeing-Innovation and Technology Award. With the help of the City Grant we will be able to build/decorate the float and represent Orting in the Daffodil Parade for 2021.

Who does the grant serve (This information can be provided in a letter, attached to this application):

This grant will serve the Orting Community as it travels in the parades representing Orting. We like to include the Orting High School students and Orting community members to be involved to help build it and ride the float.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

We are asking for a space to store the float in a covered area if the city has one available. The grant will help secure a cover to protect the float and storage shed for all the purchased materials. If a storage area is supplied, then \$10,000 of this grant would not be necessary.

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the following attachments to the City by no later than August 21st, at 3:00pm, (for grants to be issued in the following year). Grants will be approved and distributed at the City's discretion.
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
The attachments that shall be included with the application include:
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Steve Rodrigues
Signature of Authorized Representative of Applicant

8/21/2020
Date

Please return completed form and any additional information to: City of Orting - Attn: City Clerk 110 Train St. SE, PO Box 489, Orting, WA 98360 For more information, please call (360)893-2219.

2019 Daffodil financial report	
Beginning Balance	\$ 2,504.89
Fundraiser	\$ 3,110.87
Donations	\$ 1,566.40
Decorations	\$(3,980.79)
DOL	\$ (205.50)
Daffodils	\$(1,800.00)
Insurance	\$ (210.00)
Maintenance	\$ (985.87)
BALANCE	\$ -

2020 budget		
Income	Expenses	
	\$ 42.92	Fuel
	\$ 105.50	DOL
	\$ 65.00	Insurance
	\$ -	Flowers (\$2,100)
	\$ 1,135.70	Supplies
\$ 2,990.00		Fundraiser
\$2,990.00	\$1,349.12	TOTALS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 25 2007**

PORTING CHAMBER OF COMMERCE
PO BOX 1418 214 WASHINGTON AVE S
PORTING, WA 98360-1418

Employer Identification Number:
20-8140176

DLN:

17053052005037

Contact Person:

PAULA J MOLL-MALONE

ID# 31262

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Form 990 Required:
Yes

Effective Date of Exemption:
December 29, 2006

Contribution Deductibility:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Information for Organizations Exempt Under Sections Other Than 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)

Letter 948 (DO/CG)

501(c)(6)

A 501(c)(6) organization is a business league, chambers of commerce like the U.S. Chamber of Commerce, a real estate board, a board of trade, a professional football league or an organization like the Edison Electric Institute and the Security Industry Association, that are not organized for profit and no part of the net earnings goes to the benefit of any private shareholder or individual.

Qualifications for exemption

A business league may qualify if it is an association of persons having a common business interest, whose purpose is to promote the common business interest and whose activities improve business conditions rather than actually conduct the business itself. Members of the organization must be of the same trade, business, occupation, or profession in order to qualify. A chamber of commerce or board of trade could qualify for similar reasons except that they may promote the common economic interests of all the commercial enterprises in a given trade or community.

An association would not qualify if its principal activities consist of securing benefits and performing particular services for members.

An association that promotes the common interests of certain hobbyists would not qualify because the Internal Revenue Service does not consider hobbies to be activities conducted as businesses.

An organization whose primary activity is advertising the products or services of its members does not qualify because the organization is performing a service for its members rather than promoting common interests. If an organization's primary activity is advertising the products or services of its members' industry as a whole, however, the organization will generally qualify if it also performs other services for its members.

Contributions and activities

Much like 501(c)(4) and 501(c)(5) organizations, 501(c)(6) organizations may also perform some political activities. 501(c)(6) organizations are allowed to attempt to influence legislation that is related to the common business interests of its members.

501(c)(6) organizations can receive unlimited contributions from corporations, individuals, and labor unions. The names and addresses of contributors are not required to be made available for public inspection. All other information, including the amount of contributions, the description of noncash contributions, and any other information, is required to be made available for public inspection unless it clearly identifies the contributor. The U.S. Chamber of Commerce is a large political spender, and Freedom Partners used its status as a 501(c)(6) organization to raise and distribute over \$250 million during the 2012 election campaigns without disclosing its donors. The group's existence was not publicly known until nearly a year after the election.

A business' membership dues paid to a 501(c)(6) organization are generally an ordinary and necessary business expense. The membership dues are tax-deductible in full unless a substantial part of the 501(c)(6) organization's activities consists of political activity, in which case a tax deduction is allowed only for the portion of membership dues that are for other activities.

History

The predecessor of IRC 501(c)(6) was enacted as part of the Revenue Act of 1913 likely due to a U.S. Chamber of Commerce request for an exemption for nonprofit "civic" and "commercial" organizations, which resulted in IRC 501(c)(4) for nonprofit "civic" organizations and IRC 501(c)(6) for nonprofit "commercially-oriented" organizations. The Revenue Act of 1928 amended the statute to include real estate boards. In 1966, professional football leagues were added to the described organizations.

The Revenue Act of 1913 related to professional football leagues had both antitrust and tax provisions: The antitrust provision was enacted to permit the merger of the National and American Football Leagues to go forward without fear of an antitrust challenge under either the 1914 Clayton Antitrust Act or the 1914 Federal Trade Commission Act. IRC 501(c)(6) amendment was enacted in 1966 to ensure that a professional football league's exemption would not be jeopardized because it administered a players' pension fund. Additionally, a professional sports league's exemption is not to be jeopardized because its primary source of revenue is the sale of television broadcasting rights to its games because the broadcasting of games increases public awareness of the sport.

In 2013, Senator Tom Coburn introduced legislation to disallow a tax exemption for the National Football League, the Professional Golfers' Association, and other professional sports organizations. Coburn estimated the tax exemption cost \$100 million, but he said he could not get other members of Congress to support the legislation.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-25**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO THE
ORTING CHAMBER OF COMMERCE.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Chamber of Commerce, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on September 1st, 2020, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Chamber of Commerce sponsors the Orting Community Float which is a volunteer community group that puts together an Orting Daffodil Float for the Daffodil Festival every year; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant to help purchase a new float chassis, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and providing an opportunity for strengthening the City’s sense of community; and

WHEREAS, the City Council finds that the Orting Chamber of Commerce’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Chamber of Commerce serves the valid municipal purposes described herein, and that the

described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Chamber of Commerce, pursuant to the City's Policy, in the amount of \$5,000. The Mayor is authorized to enter into a contract with the Orting Chamber of Commerce to memorialize the City's grant funding described herein.

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

**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, CMC

Approved as to form:

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

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this “Agreement”) is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the “City”) and Chamber of Commerce (the “Recipient”).

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the “Application”); and

WHEREAS, upon recommendation of the City Council’s Community and Government Affairs Committee on September 1st, 2020, and then approval by City Council at their _____, 2020 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31st, 2020, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2021.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient Five Thousand Dollars (\$5,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in ONE LUMP SUM.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoices]. The written report shall be submitted no later than August 1st, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.

- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in

the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31st, 2021, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date:

RECIPIENT: _____

By: _____

Title: _____

Date:



Request for Funding for Orting Valley Farmers' Market (OVFM)

To: City Administrator, City Council Members, and Mayor

On behalf of the OVFM, I am submitting a request for funding for 2021.

The total dollar amount requested is \$4,500. Funds would be used to operate the OVFM in 2021. I'm including a good faith budget projection in this package, though it has not yet gone through the budget adoption process with the board of directors. (This application is due prior to OVFM fiscal budget adoption).

The OVFM has been good for Orting. We continue our promotion throughout the state of not only the market, but this entire area, with both our Ag-Tourism brochure and map in the annual farm guide. A good number of participants respond that they've had great results from this promotion. Many new faces are coming to visit our market, farms, and events in town and throughout Pierce County because of this.

- As in previous years, we are growing the farmers market. With this year's Covid-19 pandemic the market is smaller in number of vendors, due to Health Department mandates. Yet, our consumer participation is close to previous years number. Vendor sales are strong, as a result. Despite all the difficulties of operating in a pandemic environment, we were still able to draw shoppers, increase foot traffic in the downtown core, and support many local small businesses.
- OVFM proudly offers matching dollars this year for EBT-SNAP beneficiaries (formerly food stamp program), which increased the consumption of and improved access to fresh local foods. This program has helped expand the draw for use of EBT benefits at the market. \$700 in matching funds were made possible by the USDA. While the market doesn't gain financially from this program, the benefits to the community are substantial- including the benefits to our local farmers and producers. We are confident that this program will continue for years to come.
- We are also working to roll out a privately funded program to provide "Fresh Bucks" to the Orting Food Bank allowing food bank patrons to spend vouchers for good and healthy food products at the Orting Valley Farmers Market.
- Due to Covid-19 regulations by the Department of Health, we were not able to offer the educational opportunities to children and adults- cooking classes and demos, children's story and activity times, fun games, and entertainment at the market in 2020.

I thank you for your consideration of this request, and also thank you again for your prior support.

Please contact me if you have questions.

Doug Graves

Orting Valley Farmers Market - Manager

(253) 509-3609 Personal cell

(360) 872-6836 OVFM line

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 26 2015

ORTING VALLEY FARMERS MARKET
19220 196 ST E
ORTING, WA 98360-0000

Employer Identification Number:
47 1671216
DLN:
26053482003435
Contact Person: ID# 31954
CUSTOMER SERVICE
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 28, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

Orting Valley Farmers Market- 2021 Budget

2021 Projected Income

Vendor Fees	\$13,500
Fundraiser (TBD)	\$3,000
Donations	\$3,000
Specified Donations	\$500
Pierce County Grant	\$1,000
City of Orting grant	\$4,500
Other Grants/Sponsorships	<u>\$2,500</u>
Total	\$28,000

2021 Projected Income Notes

Vendor Fees estimated at 40 Vendors @\$275 for full season attendance & 100 Vendor days @ \$25 for single day attendance.

2021 Projected Expenses

Unpaid Token Reimbursements	\$ 300
Permits & Fees- County/State	\$ 750
Permits City of Orting	\$ 100
WSFMA membership&seminar	\$1,000
Supplies/Storage	\$1,600
Promotion/Marketing	\$3,500
EBT (SNAP) program exp.	\$ 100
Webpage expenses	\$ 180
Activities & Entertainment	\$2,000
Event Expenses	\$1,260
Manager Stipend	\$12,500
Insurance	\$ 500
Telephone & Hot Spot service	\$ 360
Covid Health Supplies	\$ 1,500
Post Office Box fee	\$ 100
Misc Stipend&assistance fees	\$2,000
Eat Fresh Orting fees	<u>\$250</u>
Total	\$28,000

2021 Projected Expenses Notes

Promo expenses include ongoing market rebranding, and expansion of advertising and signage to surrounding communities outside of Orting to expand customer base.

Event expenses include costs to run events during regularly scheduled market day to grow customer base. Events include Garlic Festival, Aloha Friday, BBQ Pitmaster Cook off, and Blues and Fiddle Fest.

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-26**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
VALLEY FARMERS MARKET.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Valley Famers Market, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on September 1ST, 2020, and recommended approval of the application, and the City Council approved the application at their Council meeting on _____, 2020; and

WHEREAS, the City Council finds that the Orting Valley Farmers Market operates the Orting Famers Market in Orting, which provide an annual, every Friday Event for farmers and crafters to be able to share their goods, produce and wares with the Orting Community and visiting tourists; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant for the running of these events, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s citizens and their families, and serves the valid municipal purposes of attracting business to the community, promoting volunteerism, and community participation; and

WHEREAS, the City Council finds that the Orting Valley Famers Market’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Valley Famers Market serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Valley Famers Market, pursuant to the City's Policy, in the amount of \$3,000. The Mayor is authorized to enter into a contract with the Orting Valley Famers Market to memorialize the City's grant funding described herein.

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

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, CMC

Approved as to form:

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

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this “Agreement”) is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the “City”) and Orting Valley Farmers Market (the “Recipient”).

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the “Application”); and

WHEREAS, upon recommendation of the City Council’s Community and Government Affairs Committee at their September 1st, 2020 meeting, and at the City Council Meeting on _____, 2020, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31st, 2020, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2021.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient Three Thousand Dollars (\$3,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in ONE LUMP SUM.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1st, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.

- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in

the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31st, 2021, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date:

RECIPIENT: _____

By: _____

Title: _____

Date:



Grant Application-2021

City of Orting - Office of the City Clerk
PO Box 489-110 Train St., Orting, WA 98360
Phone: (360) 893-2219 ext.133 - Fax: (360)893-6809
www.cityoforting.org

FOR CITY CLERK USE ONLY:

EIN 20-8562623
UBI #: 602-701-449

Name of Organization: Orting Food Bank
Contact Person's Name and Title: Stephanie Lathrop, President
Mailing Address: PO Box 1877, Orting WA, 98360-1877
Phone: 360-561-0069 Email Address: stephanic.lathrop@msn.com
360-893-0095 ortingfoodbank@yahoo.com
Amount Requested: \$ 3000.00

How the grant will be used (This information can be provided in a letter, attached to this application):

Please see attached letter.

Who does the grant serve (This information can be provided in a letter, attached to this application):

Please see attached letter.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

None

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the following attachments to the City by no later than August 21st, at 3:00pm, (for grants to be issued in the following year). Grants will be approved and distributed at the City's discretion.

1. Previous year's annual financial statement
2. Current year's budget
3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).

2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.

The attachments that shall be included with the application include:

3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Stephanie Lathrop 8/17/20
Signature of Authorized Representative of Applicant Date

Please return completed form and any additional information to: City of Orting - Attn: City Clerk 110 Train St. SE, PO Box 489, Orting, WA 98360 For more information, please call (360)893-2219.



Orting Food Bank
224 Washington Ave S
PO Box 1877
Orting, WA 98360-1877

August 17, 2020

We are requesting a grant of \$3000.00 from the City of Orting for the 2021 fiscal year.

This grant is divided into two parts. Up to \$1,500 will be used to provide assistance with paying utility bills to restore water service to customers of the City of Orting. What is not used of this \$1,500 can be used by the food bank to pay for day to day expenses. The remaining \$1,500 will be used for day to day expenses. The following is the policy for utility assistance payments:

- Customers will be referred by the Orting Food Bank to the City of Orting. The City of Orting will make the determination to accept or deny referrals.
- When a referral is accepted for grant assistance, the Orting Food Bank will pay the customer's outstanding bill with the City of Orting, up to the amount approved by the City.
- Customers can receive grant assistance once per year.
- The Orting Food Bank will maintain records of customers whose bills have been paid out of this grant.

The Orting Food Bank serves over 400 families a month in our community with emergency food assistance. We accept anyone in the community that needs assistance. We also provide referral services to other agencies to assist community members with receiving needed services.

Respectfully submitted,

A handwritten signature in black ink that reads "Stephanie Lathrop".

Stephanie Lathrop
President, Orting Food Bank

"Putting an end to hunger in Orting!"
The Orting Food Bank is a registered 501(c)3 charity.



Financial Statements

December 31, 2019 and 2018

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BATTERSHELL & NICHOLS
A PROFESSIONAL SERVICE CORPORATION

To the Board of Trustees of
Orting Food Bank
Orting, Washington

Management is responsible for the accompanying financial statements of Orting Food Bank (the Organization) which comprise the statements of financial position as of December 31, 2019 and 2018, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Battershell & Nichols

Puyallup, Washington
March 13, 2020

Orting Food Bank
Statements of Financial Position
December 31, 2019 and 2018

	2019	2018
Assets		
Current Assets		
Cash	\$ 76,779	\$ 83,970
Food inventory	90,617	72,007
Total Current Assets	167,396	155,977
Property and Equipment		
Furniture and equipment	110,492	110,492
Buildings	388,890	388,890
Land	68,378	68,378
	567,760	567,760
Accumulated depreciation	(152,905)	(125,527)
Total Property and Equipment	414,855	442,233
Total Assets	\$ 582,251	\$ 598,210
Liabilities and Net Assets		
Current Liabilities		
Accrued payroll and taxes	\$ 657	\$ 2,457
Amounts held on behalf of others	0	131
Total Current Liabilities	657	2,588
Net Assets		
Without Donor Restrictions:		
Undesignated	581,594	595,622
Total Net Assets	581,594	595,622
Total Liabilities and Net Assets	\$ 582,251	\$ 598,210

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statements of Activities
For the Years Ended December 31, 2019 and 2018

	2019	2018
Changes in Net Assets Without Donor Restrictions		
Revenue and Support		
General contributions	\$ 45,856	\$ 48,379
Noncash contributions of food	880,390	893,580
Fundraising income	47,583	35,373
Interest income	<u>835</u>	<u>40</u>
Total Revenue and Support	974,664	977,372
Net assets released from restrictions	<u>15,255</u>	<u>18,525</u>
Total Revenue, Gains, and Other Support Without Donor Restrictions	<u>989,919</u>	<u>995,897</u>
Expenses		
Program	946,382	1,018,437
General and Administration	30,324	25,901
Facilities	14,793	15,880
Fundraising	<u>12,448</u>	<u>9,564</u>
Total Expenses	<u>1,003,947</u>	<u>1,069,782</u>
(Decrease) in Net Assets Without Donor Restrictions	<u>(14,028)</u>	<u>(73,885)</u>
Changes in Net Assets With Donor Restrictions		
Temporarily restricted contributions	15,255	18,525
Net assets released from restrictions	<u>(15,255)</u>	<u>(18,525)</u>
(Decrease) in Net Assets	(14,028)	(73,885)
Net Assets, Beginning of Year	<u>595,622</u>	<u>669,507</u>
Net Assets, End of Year	<u>\$ 581,594</u>	<u>\$ 595,622</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statement of Functional Expenses

For the Year Ended December 31, 2019

	TOTAL	Program Services	Support Services			Total Support Services
		Total Program Services	General and Administration	Facilities	Fundraising	
Food	\$ 878,789	\$ 878,789	\$	\$	\$	\$
Personnel	51,051	40,841	10,210			10,210
General expenses	42,399	1,644	16,905	11,402	12,448	40,755
Depreciation	27,378	24,640	2,738			2,738
Repairs and maintenance	1,951			1,951		1,951
Equipment, technology, and communication costs	1,440			1,440		1,440
Supplies	939	468	471			471
	<u>\$ 1,003,947</u>	<u>\$ 946,382</u>	<u>\$ 30,324</u>	<u>\$ 14,793</u>	<u>\$ 12,448</u>	<u>\$ 57,565</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statement of Functional Expenses
For the Year Ended December 31, 2018

	TOTAL	Program	Support Services			Total Support Services
		Total Program Services	General and Administration	Facilities	Fundraising	
Food	\$ 949,668	\$ 949,668	\$	\$	\$	\$
Personnel	49,653	39,722	9,931			9,931
General expenses	36,494	2,826	13,078	11,147	9,443	33,668
Depreciation	27,840	25,056	2,784			2,784
Repairs and maintenance	3,241			3,241		3,241
Equipment, technology, and communication costs	1,492			1,492		1,492
Supplies	1,273	1,165	108			108
Printing, promotion, copying, and postage	121				121	121
	<u>\$ 1,069,782</u>	<u>\$ 1,018,437</u>	<u>\$ 25,901</u>	<u>\$ 15,880</u>	<u>\$ 9,564</u>	<u>\$ 51,345</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statements of Cash Flows
For the Years Ended December 31, 2019 and 2018

	2019	2018
Cash Flows Provided (Used) by Operating Activities:		
Cash received from general contributions	\$ 45,856	\$ 48,379
Cash received from restricted contributions	15,255	18,525
Cash received from fundraising income	47,583	35,373
Cash received from interest and other income	835	40
Cash disbursed for program expenses	(61,762)	(2,402)
Cash disbursed for general supporting expenses	(27,586)	(87,895)
Cash disbursed for facility expenses	(14,793)	(15,880)
Cash disbursed for fundraising expenses	(12,448)	(9,564)
Net Cash Flows (Used) by Operating Activities	<u>(7,060)</u>	<u>(13,424)</u>
Cash Flows Provided (Used) by Investing Activities		
(Decrease) in amounts held on behalf of others	<u>(131)</u>	<u>(1,083)</u>
Net Cash Flows (Used) by Investing Activities	<u>(131)</u>	<u>(1,083)</u>
Net (Decrease) in Cash not restricted by donors	(7,191)	(14,507)
Cash not restricted by donors - January 1, 2019 and 2018	<u>83,970</u>	<u>98,477</u>
Cash not restricted by donors - December 31, 2019 and 2018	<u>\$ 76,779</u>	<u>\$ 83,970</u>

Reconciliation of Changes in Net Assets to Net Cash Provided by Operating Activities

Cash Flows Provided (Used) by Operating Activities:		
(Decrease) in Total Net Assets	\$ (14,028)	\$ (73,885)
Adjustments to Reconcile (Decrease) in Total Net Assets to Cash Provided by Operating Activities:		
Depreciation	27,378	27,840
Changes in Assets and Liabilities:		
(Increase) Decrease in Food inventory	(18,610)	32,578
(Decrease) Increase in Accrued payroll and taxes	<u>(1,800)</u>	<u>43</u>
Total Adjustments	<u>6,968</u>	<u>60,461</u>
Net Cash Flows (Used) by Operating Activities	<u>\$ (7,060)</u>	<u>\$ (13,424)</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2019 and 2018

Note 1 - Nature of Activities and Summary of Significant Accounting Policies

Nature of Activities

Orting Food Bank is located in Orting, Washington and is organized for the purposes of collecting food donations and distributing them to those in need. The Organization also provides referral services as available to help people. The Organization was incorporated as a non-profit corporation under the laws of the State of Washington in 2007 as a 501(c)(3) charity.

Basis of Accounting

The Organization presents financial statements in accordance with accounting principles generally accepted in the United States of America. This basis of accounting involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations. The only limits on the use of this type of assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. It is the policy of the Board of Directors of the Organization to review its plans for future property improvements and acquisitions from time to time and to designate appropriate sums of net assets without donor restrictions to assure adequate financing of such improvements and acquisitions.

Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. The Organization's unspent contributions are reported in this class if the donor limited their use.

Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. If donors specify a length of time over which the property or equipment must be used, the restrictions expire evenly over the required period. Absent that type of restriction for use, the Organization considers the restriction met when the assets are placed in service.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets with donor restrictions to net assets without donor restrictions.

Net assets with permanent donor restrictions that do not expire are resources whose use is limited by donor-imposed restrictions that neither expire by being used in accordance with a

See accountants' compilation report.

**Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2019 and 2018**

donor's restriction nor by the passage of time.

The Organization had no net assets with permanent donor restrictions at December 31, 2019 and 2018.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates include useful lives of property and equipment and allocation of expenses to programs.

Cash

For purposes of the statements of cash flows, cash includes time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less which are not restricted by donors for capital or long-term purposes.

Buildings, Equipment, Improvements, and Depreciation

Buildings, equipment, and improvements purchased are stated at cost. Donated assets are stated at fair market value at date of receipt. Donated services that enhance non-financial assets are capitalized at fair market value at the date the services are provided. Depreciation is provided by use of the straight-line method over the estimated useful lives of the related assets ranging from three to fifteen years for equipment and thirty nine years for buildings and improvements. All acquisitions of property and equipment in excess of \$5,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Depreciation expense for the years ended December 31, 2019 and 2018 was \$27,378 and \$27,840, respectively.

Food Inventory

Inventory consists of donated food and is stated at \$1.75 per pound and \$1.67 per pound as of December 31, 2019 and 2018, respectively, as determined by the Washington State Department of Agriculture. The price per pound is determined by the average price of food listed in the consumer price index and is revalued every two years.

Allocation of Costs to Programs and Supporting Activities

The Organization allocates personnel and facilities costs including depreciation to programs based upon time spent directly on program activities as well as the square footage of facilities used for program activities.

Federal Income Tax

The Organization is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) except to the extent of unrelated business taxable income, if any.

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2019 and 2018

Contributions Received

Contributions received are recorded as without donor restrictions or with donor restrictions depending on the existence and/or nature of any donor restrictions. Gifts received of long-lived assets, in the absence of donor-imposed use restrictions, are reported as without donor restrictions.

Contributions and donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Donated Services and Materials

The Organization recognizes donated services that create or enhance nonfinancial assets. Donated services that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation are also recognized.

A large number of people have contributed significant amounts of time to the activities of the Organization without compensation. The financial statements do not reflect the value of those contributed services because, although clearly substantial, the services do not meet the recognition criteria required by generally accepted accounting principles and no reliable basis exists for determining an appropriate value for those services. Donated materials are included in the financial statements at their estimated fair market values as of the date of their receipt.

Note 2 - Change in Accounting Principle

On August 18, 2016, the FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958)—Presentation of Financial Statements of Not-for-Profit Entities. The Organization has adjusted the presentation of its financial statements accordingly. The new standards change the following aspects of the Organization's financial statements:

- The temporarily restricted and permanently restricted net asset classes have been combined into a single net asset class called net assets with donor restrictions.
- The unrestricted net asset class has been renamed net assets without donor restrictions.
- The financial statements include a new disclosure about liquidity and availability of resources (Note 4).

Note 3 - Concentration of Credit Risk

The Organization maintains cash balances at financial institutions located in Washington. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000 per institution. The organization did not have any balances on deposit in excess of

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2019 and 2018

insurance limits as of the years ended December 31, 2019 and 2018.

Note 4 - Liquidity and Funds Available

The following reflects Orting Food Bank's financial assets as of the statement of financial position date. The balance would be reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date, if such restrictions were in place. Examples of amounts not available include amounts set aside for long term purposes that could be drawn upon if the governing board approved that action. As of the date of the financial statements, no funds were designated by the board as not available for current operating purposes.

Financial assets:	2019	2018
Cash	\$ 76,779	\$ 83,970
Financial assets, at year end	\$ 76,779	\$ 83,970
Less those unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
None	0	0
Board designations:		
None	0	0
Financial assets available to meet cash needs for general expenditures within one year	\$ 76,779	\$ 83,970

The Organization is partially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Organization must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization may invest cash in excess of daily requirements in short-term investments. Occasionally, the board may designate a portion of any operating surplus to a liquidity reserve, which was \$0 as of December 31, 2019. In the event of an unanticipated liquidity need, the Organization could draw upon \$10,000 of its available line of credit (as further discussed in Note 5).

Note 5 - Line of Credit

The Organization has a line of credit for \$10,000 with a bank which is due on demand. As of December 31, 2019 and 2018, the balance was \$0 and \$0, respectively. The line of credit bears interest at an adjustable rate of the Wall Street Journal Prime Rate (4.75% and 5.50% per annum as of December 31, 2019 and 2018, respectively) plus 2% and is secured by equipment and fixtures.

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2019 and 2018

Note 6 - Contingency

On May 5, 2015 the Organization entered into an agreement with Pierce County, Washington, through its Department of Community Connections to renovate and expand the property, which currently houses the food bank facility, for \$120,450. The Organization gave a promissory note to Pierce County for the full amount and is not required to make payments on this note provided that it complies with the following terms: the property must be used as a food bank for the benefit of low income individuals, households, or areas of Pierce County, it will maintain safe and sanitary facilities and will comply with all state and local building codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located, and it will keep any records and make any reports relating to compliance with this covenant that the County may reasonably require. If the covenant agreement is followed, the amount owed will be forgiven in full on June 30, 2045. As security for the note, the Organization granted Pierce County a deed of trust on its building, including improvements, and land located in Orting, Washington. The deed of trust and secured promissory note are subject to the restrictions previously described for a period of thirty years, beginning June 30, 2015. If the real property is sold, transferred, or otherwise conveyed or disposed of without Pierce County's prior written consent, the County may declare the principal amount of the note due immediately. After the improvements were completed in 2015, the land and building improvements have a book value of \$457,268 and are recorded on the Statement of Financial Position.

Note 7 - Subsequent Events

Management considered and found no subsequent events requiring disclosure in the financial statements occurring after the balance sheet date until March 13, 2020, the date the financials were available to be issued.

See accountants' compilation report.

2020 Budget

Description	Budget	Budget	Budget	Change From
	2018	2019	2020	2019
Revenues				
Beginning Net Cash & Investments				
Individual Donations	\$90,000	\$80,000	\$80,000	0.0%
Corporate/Agency Donations/Grants				
Non-Cash Food Contributions	\$850,000	\$850,000	\$850,000	0.00%
Total Fund Raising Income	\$35,000	\$40,000	\$40,000	0.00%
Interest Income	\$50	\$50	\$800	1500.00%
Total Income	\$975,050	\$970,050	\$970,800	0.08%
Total Cash Income	\$125,050	\$120,050	\$120,800	0.62%
Expenses				
Ending Fund Balance				
Food Taken In and Delivered	\$850,000	\$850,000	\$850,000	0.00%
Liability Insurance	\$6,000	\$6,000	\$6,000	0.00%
Facility Repair and Maintenance	\$7,000	\$5,000	\$3,500	-30.00%
Fund Raisers	\$12,000	\$14,000	\$14,000	0.00%
Dues/Licenses	\$10	\$20	\$20	0.00%
Office Expenses	\$2,000	\$2,000	\$2,000	0.00%
Non-Food Supplies	\$500	\$700	\$500	-28.57%
Fuel (Van)	\$1,600	\$1,700	\$1,700	0.00%
Van Maint & Repairs	\$500	\$1,000	\$700	-30.00%
Volunteer Recognition	\$1,400	\$1,400	\$1,400	0.00%
Director Salary	\$52,800	\$49,600	\$49,600	0.00%
Payroll Taxes	\$3,500	\$3,472	\$3,472	0.00%
Youth Food Programming (backpacks/Lunches)	\$12,000	\$13,000	\$13,000	0.00%
Travel & Meetings	\$1,000	\$1,000	\$1,000	0.00%
Utilities	\$11,000	\$12,600	\$12,000	-4.76%
Accounting Expense	\$4,000	\$6,000	\$6,000	0.00%
Miscellaneous	\$300	\$0	\$0	0.00%
City of Orting Utility Assistance	\$1,500	\$1,500	\$1,500	0.00%
Total Expense	\$967,110	\$968,992	\$966,392	-0.27%
Total Cash Expense	\$117,110	\$118,992	\$116,392	-2.19%
Cash Surplus/(Deficit)	\$7,940	\$1,058	\$4,408	



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248351232
Mar. 13, 2013 LTR 4168C EO
20-8562623 000000 00

00034233
BODC: TE

ORTING FOOD BANK
% PAT C WILSON
PO BOX 1877
ORTING WA 98360-1877



836173

Employer Identification Number: 20-8562623
Person to Contact: Mr. Kelley
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 04, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-22

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
FOOD BANK.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Food Bank, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on September 1st, 2020 and recommended approval of the application and the City Council approved the application at their meeting on _____, 2020; and

WHEREAS, the City Council finds that the Orting Food Bank operates the Orting Food Bank in Orting, which provides food, necessities and funds to help out low-income members of the Orting Community at their hardest time of need; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant as follows: (1) \$_____ to provide assistance with paying utility bills to restore water service with the City of Orting and; (2) \$_____ will be used for day to day operations of the Food Bank, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and the health, safety and welfare of the community’s most vulnerable citizens and their families; and

WHEREAS, the City Council finds that the Orting Food Bank’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Food Bank serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Food Bank, pursuant to the City's Policy, in the amount of \$3,000. The Mayor is authorized to enter into a contract with the Orting Food Bank to memorialize the City's grant funding described herein.

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

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, CMC

Approved as to form:

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

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this “Agreement”) is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the “City”) and **Food Bank** (the “Recipient”).

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the “Application”); and

WHEREAS, upon recommendation of the City Council’s Community and Government Affairs Committee and approval by City Council at their September 1st, 2020, meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31st, 2020, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2021.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient THREE THOUSAND Dollars (\$3,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in ONE LUMP SUM.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1st, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?

- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, which will usually take place during the month of September. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the

services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31st, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360
360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date:

RECIPIENT: _____

By: _____

Title: _____

Date:

Grant Application-2021

City of Orting Office of the City Clerk
PO Box 489, Orting, WA 98360 Phone: (360) 893-2219
ext.133 - Fax: (360) 893-2219



www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: Opportunity Center of Orting UBI #: 602 069 623
Contact Person's Name and Title: Jennifer Slaughter, Exec. Dir.
Mailing Address: PO Box 1423, Orting WA 98360
Phone: 253-740-6098 Email Address: Orting Haven@gmail.com
Amount Requested: \$ 10,000.00

How the grant will be used (This information can be provided in a letter, attached to this application):

See attached

Who does the grant serve (This information can be provided in a letter, attached to this application): The youth of Orting

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising): None

All groups seeking grants from the City of Orting must:

- Submit one (1) original and one (1) electronic copy of this application, along with the following attachments to the City by no later than August 21st, at 3:00pm, (for grants to be issued in the following year). Grants will be approved and distributed at the City's discretion.
 - Previous year's annual financial statement
 - Current year's budget
 - Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 - Copy of Liability Insurance with rider for the City (rider may be provided after approval).
- A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
The attachments that shall be included with the application include:
- If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Jenny Slaughter 8/21/2020

Signature of Authorized Representative of Applicant

Date

Please return completed form and any additional information to: City of Orting - Attn: City Clerk 110 Train St. SE, PO Box 489, Orting, WA 98360 For more information, please call (360)893-2219.



8/21/2020

How the grant will be used.

The Grant for 2021 will be used for general operating expenses such as the program director wage and supplies. Physical supplies would include such things as first aid kits, sports equipment, karate supplies, video games, tabletop games, art & paint supplies, garden supplies, kitchen & cooking supplies, event day programming supplies and cleaning/bathroom supplies. We also provide high speed internet to the youth for online learning, music/video streaming, and online gaming. We often have repair expenses as well because the teens can be rough on the walls, bathrooms, floors and sports equipment in general. Due to the increase in community support for food, snacks and drinks we had to upgrade our garbage bin size as well. Extra water consumption is also needed to produce the fruit and vegetables in the garden. Everything in the garden is important because we use the fresh produce to cook with the teens (when we're allowed to) and it also supplies the food bank and senior center as well. Primarily though we need to keep our only paid staff person paid. The job of the program director is vital for the Haven's success. This year our facility rental revenue has been non-existent due to COVID19 we aren't allowed to rent the building. This is normally 27% of all our revenue and has always been a solid source much like fundraising, which has also been extremely hard to do in 2020.

Who does the grant serve?

This grant would directly serve the youth of our beloved small town.

Opportunity Center of Orting, Inc
Balance Sheet
As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
10000 · Keybank Checking	14,794.75
Total Checking/Savings	14,794.75
Other Current Assets	
12000 · Undeposited Funds	490.00
Total Other Current Assets	490.00
Total Current Assets	15,284.75
Fixed Assets	
15000 · Furniture and Equipment	
15005 · Karate Equipment	2,418.32
15000 · Furniture and Equipment - Other	3,335.18
Total 15000 · Furniture and Equipment	5,753.50
Total Fixed Assets	5,753.50
Other Assets	
18100 · In-Kind Donated (Asset)	23,371.59
Total Other Assets	23,371.59
TOTAL ASSETS	44,409.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	713.22
Total Other Current Liabilities	713.22
Total Current Liabilities	713.22
Total Liabilities	713.22
Equity	
30000 · Opening Balance Equity	-21.01
32000 · Retained Earnings	28,378.91
Net Income	15,338.72
Total Equity	43,696.62
TOTAL LIABILITIES & EQUITY	44,409.84

Opportunity Center of Orting, Inc
Profit & Loss
January through December 2020

	Actual JAN-JUL	Forecast AUG-DEC	TOTAL
Ordinary Income/Expense			
Income			
43400 · Direct Public Support			
43410 · Corporate / Org Contributions	1,345.32	4,000.00	5,345.32
43450 · Individual Donations	6,349.52	3,000.00	9,349.52
43460 · Holiday Giving			
43461 · Holiday Giving Donations	456.26	0.00	456.26
Total 43460 · Holiday Giving	<u>456.26</u>	<u>0.00</u>	<u>456.26</u>
Total 43400 · Direct Public Support	<u>8,151.10</u>	<u>0.00</u>	<u>8,151.10</u>
43600 · Fundraising	906.00	500.00	1,406.00
47200 · Program / Event / Rental Income			
47250 · Rental Income	3,107.27	0.00	3,107.27
47251 · Rental Deposits	50.00	0.00	50.00
47254 · Karate Program Donations	961.00	0.00	961.00
Total 47200 · Program / Event / Rental Income	<u>4,118.27</u>	<u>0.00</u>	<u>4,118.27</u>
47300 · Grants			
47320 · Violence Prevention Grant	4,673.64	5,526.36	10,200.00
47350 · City of Orting Grant	1,875.00	5,000.00	6,875.00
47375 · Amazon Smile	12.05	0.00	12.05
47385 · Census 2020	3,000.00	0.00	3,000.00
47390 · Anti-Tobacco Grant	1,599.23	0.00	1,599.23
Total 47300 · Grants	<u>11,159.92</u>	<u>10,526.36</u>	<u>21,686.28</u>
Total Income	<u>24,335.29</u>	<u>11,026.36</u>	<u>35,361.65</u>
Cost of Goods Sold			
19000 · Card Service Fees	149.86	0.00	149.86
Total COGS	<u>149.86</u>	<u>0.00</u>	<u>149.86</u>
Gross Profit	<u>24,185.43</u>	<u>11,026.36</u>	<u>35,211.79</u>
Expense			
60900 · Business Expenses			
60910 · Licenses & Permits	185.72	0.00	185.72
60925 · Dues & Subscriptions	502.95	201.65	704.60
60930 · Software	508.09	0.00	508.09
Total 60900 · Business Expenses	<u>1,196.76</u>	<u>201.65</u>	<u>1,398.41</u>
62100 · Contract Services			
62115 · Tax Prep	350.00	0.00	350.00
Total 62100 · Contract Services	<u>350.00</u>	<u>0.00</u>	<u>350.00</u>
62800 · Facilities and Equipment			
62850 · Facilities Maintenance	1,217.15	500.00	1,717.15
62870 · Property Insurance	1,334.66	953.35	2,288.01
62875 · Rent	14,000.00	10,000.00	24,000.00
62876 · Storage Unit Rent	180.00	225.00	405.00
62880 · Garbage	951.79	679.85	1,631.64
62885 · Internet / Phone	1,741.43	1,243.85	2,985.28

Opportunity Center of Orting, Inc
Profit & Loss
January through December 2020

62890 · Utilities	1,577.31	1,126.65	2,703.96
62895 · Water	1,070.99	764.95	1,835.94
Total 62800 · Facilities and Equipment	22,073.33	15,493.65	37,566.98
64000 · Program / Event Expenses			
64010 · Prizes/ Souvenir / Favors	29.97	100.00	129.97
64015 · Food (Prog/Event)	111.18	100.00	211.18
64020 · Snack Bar	18.58	0.00	18.58
64040 · Event Supplies	199.69	100.00	299.69
64041 · Holiday Giving Program	269.47	0.00	269.47
64046 · Karate Program	481.48	0.00	481.48
65070 · Program Equipment	198.61	0.00	198.61
65075 · Equipment Maintenance	184.07	0.00	184.07
65080 · Census 2020 Campaign	175.00	0.00	175.00
Total 64000 · Program / Event Expenses	1,668.05	300.00	1,968.05
64050 · Fundraising Supplies	874.44	0.00	874.44
65000 · Operations			
65005 · Facility Staff Wages	10,198.69	5,651.30	15,849.99
65040 · Supplies	1,836.99	250.00	2,086.99
65060 · Marketing & Advertising	645.51	125.00	770.51
65065 · Auto Expenses	0.00	0.00	0.00
Total 65000 · Operations	12,681.19	6,026.30	18,707.49
65100 · Other Types of Expenses			
65125 · Business License/ Fees	10.00	0.00	10.00
65126 · Late / Penalty Fees	25.00	0.00	25.00
65130 · Bank Charges	2.40	0.00	2.40
65140 · Sales Tax	1,476.03	0.00	1,476.03
Total 65100 · Other Types of Expenses	1,513.43	0.00	1,513.43
66000 · Payroll Expenses	1,059.40	2,118.80	3,178.20
66900 · Reconciliation Discrepancies	-0.01	0.00	-0.01
Total Expense	41,416.59	24,140.40	65,556.99
Net Ordinary Income	-17,231.16	-13,114.04	-30,345.20
Net Income	-17,231.16	-13,114.04	-30,345.20

Opportunity Center of Orting, Inc
Profit & Loss
 January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	
43410 · Corporate / Org Contributions	5,323.71
43440 · In-Kind Donated (Income)	10,600.00
43450 · Individual Donations	2,738.03
43460 · Holiday Giving	
43461 · Holiday Giving Donations	1,500.00
43462 · In-Kind Holiday Giving Donation	2,500.00
	4,000.00
Total 43460 · Holiday Giving	4,000.00
43470 · Summer Camp Donations	1,996.41
	24,658.15
Total 43400 · Direct Public Support	24,658.15
43600 · Fundraising	4,860.58
47200 · Program / Event / Rental Income	
47250 · Rental Income	17,479.00
47251 · Rental Deposits	100.00
47252 · Snack Bar Donations	812.71
47254 · Karate Program Donations	2,428.00
	20,819.71
Total 47200 · Program / Event / Rental Income	20,819.71
47300 · Grants	
47301 · Great Tac Comm	15,000.00
47320 · Violence Prevention Grant	16,400.00
47350 · City of Orting Grant	10,000.00
47370 · Korum Foundation	2,500.00
47380 · STARS Survey Grant	500.00
47385 · Census 2020	2,000.00
47390 · Anti-Tobacco Grant	3,000.00
	49,400.00
Total 47300 · Grants	49,400.00
Total Income	99,738.44
Cost of Goods Sold	
19000 · Card Service Fees	256.83
	256.83
Total COGS	256.83
Gross Profit	99,481.61
Expense	
60900 · Business Expenses	
60910 · Licenses & Permits	177.00
60925 · Dues & Subscriptions	576.76
60930 · Software	507.38
	1,261.14
Total 60900 · Business Expenses	1,261.14
62100 · Contract Services	
62115 · Tax Prep	409.00
	409.00
Total 62100 · Contract Services	409.00
62800 · Facilities and Equipment	
62850 · Facilities Maintenance	382.95
62851 · Building Improvements	1,294.56
62870 · Property Insurance	2,212.15
62875 · Rent	24,000.00
62880 · Garbage	1,439.09
62885 · Internet / Phone	2,322.14
62890 · Utilities	2,055.87
62895 · Water	2,172.11
	35,878.87
Total 62800 · Facilities and Equipment	35,878.87

Opportunity Center of Orting, Inc

Profit & Loss

January through December 2019

08/20/20

Cash Basis

	<u>Jan - Dec 19</u>
64000 · Program / Event Expenses	
64010 · Prizes/ Souvenir / Favors	2,595.71
64015 · Food (Prog/Event)	1,375.23
64020 · Snack Bar	467.83
64030 · Prog/Event Staff	50.00
64040 · Event Supplies	2,142.55
64041 · Holiday Giving Program	4,208.40
64042 · Care Closet Program	839.39
64045 · Youth Garden Program	510.46
64046 · Karate Program	3,054.12
64047 · Summer Camp Program	455.71
65070 · Program Equipment	934.26
65075 · Equipment Maintenance	104.41
Total 64000 · Program / Event Expenses	16,738.07
64050 · Fundraising Supplies	1,314.58
65000 · Operations	
65005 · Facility Staff Wages	19,217.03
65040 · Supplies	3,964.32
65060 · Marketing & Advertising	1,230.38
65065 · Auto Expenses	0.00
65066 · Parking/Tolls	4.00
Total 65000 · Operations	24,415.73
65100 · Other Types of Expenses	
65125 · Business License/ Fees	20.00
Total 65100 · Other Types of Expenses	20.00
65175 · Gift / Donation	166.81
66000 · Payroll Expenses	3,938.69
Total Expense	84,142.89
Net Ordinary Income	15,338.72
Net Income	15,338.72

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-27

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO
OPPORTUNITY CENTER OF ORTING.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from Opportunity Center of Orting, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on September 1st, 2020, and recommended approval of the application, and the City Council approved the application at their meeting on _____, 2020; and

WHEREAS, the City Council finds that the Opportunity Center of Orting operates the Haven Teen Center in Orting, whose mission is “To empower Orting’s to become independent, successful, contributing members of the community,” and who offers teens in the community a variety of activities and events, free classes and volunteer opportunities; and

WHEREAS, applicant has represented that this grant shall be used by the applicant for the salary of a program director at the Haven Teen Center, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s teens and their families, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to teens and their families, and the applicant seeks to engage the entire community by promoting volunteerism, charity, and community participation; and

WHEREAS, the City Council finds that the Opportunity Center of Orting’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization

serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Opportunity Center of Orting's Haven Teen Center serves the valid municipal purposes described herein, and a program director is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Opportunity Center of Orting, pursuant to the City's Policy, in the amount of \$ 9,000. The Mayor is authorized to enter into a contract with the Opportunity Center of Orting to memorialize the City's grant funding described herein.

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

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, CMC

Approved as to form:

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

ORIGINAL

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this "Agreement") is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the "City") and Opportunity Center (the "Recipient").

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the "Application"); and

WHEREAS, upon recommendation of the City Council's Community and Government Affairs Committee and approval by City Council at their September 1st, 2020 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31st, 2020, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2021.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient NINE THOUSAND Dollars (\$9,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in TWELVE MONTHLY PAYMENTS.

B. The Recipient shall submit MONTHLY invoices for services performed in a format acceptable to the City. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted at a time set by the City Clerk. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting. Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies

any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31st, 2021, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished

documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date: _____

RECIPIENT: _____

BY: _____

TITLE

DATE _____



Grant Application-2021

City of Orting - Office of the City Clerk
PO Box 489-110 Train St., Orting, WA 98360
Phone: (360) 893-2219 ext.133 - Fax: (360) 893-6809
www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: Orting Senior Center Organization UBI #: 601178872

Contact Person's Name and Title: Staci Guirsch - Director

Mailing Address: P.O. Box 104 Orting, Washington 98338

Phone: (360) 893-5827 Email Address: seniorcenter@orting.wednet.edu

Amount Requested: \$ 10,000.00

How the grant will be used (This information can be provided in a letter, attached to this application):

If received, the funds awarded will be used to pay for the lease of our Pierce Transit van that allows us to deliver hot cooked meals to the seniors of Orting who can no longer drive. The lease fee covers gas, maintenance and insurance. Delivery just began and our 3 certified drivers deliver approximately 40 meals weekly. With the increase in meal demands rising we anticipate the delivery count to increase as the seniors of Orting become more aware of this service. Delivery keeps those seniors who are most vulnerable at home avoiding the risk of contracting Covid. We are in the process of planning shopping trips for those seniors who cannot drive to get needed groceries and prescriptions filled.

Who does the grant serve (This information can be provided in a letter, attached to this application):

This grant will serve any senior or disabled individual in need within the Orting Community.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

None at this time

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the following attachments to the City by no later than August 21st, at 3:00pm, (for grants to be issued in the following year). Grants will be approved and distributed at the City's discretion.

- 1. Previous year's annual financial statement
- 2. Current year's budget
- 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
- 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).

2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
The attachments that shall be included with the application include:

3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Staci Guirsch

8,25,2020

Signature of Authorized Representative of Applicant

Date

Please return completed form and any additional information to: City of Orting – Attn: City Clerk 110 Train St. SE, PO Box 489, Orting, WA 98360 For more information, please call (360)893-2219.

Orting Senior Center
Profit & Loss
 January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
Holiday Bazaar Vendor Table	525.00
Donations	
SAIL Exercise	6.00
FredMeyerRewards	30.06
Van Rider Fee	222.00
HCPC	1,000.00
Thanksgiving Feast	135.00
Christmas Dinner	866.00
Food Bank	11,863.00
AA	721.50
mens coffee group	1,507.99
Coffee	385.86
Ctr. Use-Donations	3,213.00
United Way	1,552.00
Total Donations	21,502.41
Fundraisers	
Holiday Greenery	450.00
Newsletter Advertising	100.00
pancake breakfast	1,390.25
Bake Shop	3,460.90
Easter Bunnys	9.00
Easter Raffle	99.00
Valentine Raffle	294.00
ValentineHearts	175.04
Thanksgiving Raffle	122.00
Fall Dinner Raffle	1,626.25
Spring Bazaar Plants	3,168.00
Christmas Dinner	90.00
Christmas Santa Photos	253.00
Christmas Bazaar Raffle	510.01
Sponsorships for Fall Dinner En	2,475.00
Fall Dinner	2,453.48
Honey	216.00
License Plates	80.00
Birthday Raffle	296.00
Plant/Spring Bazaar	140.00
Total Fundraisers	17,407.93
Grants	
AmazonSmile	359.79
Puyallup Tribe	6,500.00
City of Orting	13,000.00
Pierce County ALT	100,115.61
Total Grants	119,975.40
Other Activities	
costco	27.56
PAYPAL	2,925.28
Hall Rental Income	150.00
Center Activities/Crafts	-35.05
Lunches	22,796.63
Member Dues	3,319.00
Total Other Activities	29,183.42
Total Income	188,594.16
Gross Profit	188,594.16

Orting Senior Center
Profit & Loss
 January through December 2019

	Jan - Dec 19
Expense	
Fundraiser Expense	
Growing Smiles Fundraising	693.55
Pancake Breakfast	168.56
Bake Shop	309.69
Christmas Bazaar	271.95
Fall Dinner	1,751.47
Easter Contest	4.97
Plant Sale	235.97
Fundraiser Expense - Other	70.24
Total Fundraiser Expense	3,506.40
Operating Expenses	
Nutritionist	550.00
nutritionist ed	676.44
Paypal	1.15
open house	87.29
SAIL	2,866.82
Operating Expenses bake shop	42.53
BakeSale	240.24
Transportation	7,067.13
Food Bank	2,294.14
Party Supplies	1,052.85
Postage	260.65
Repair & Maintenance	561.61
Equipment	6,133.39
Fall Dinner	980.77
Background Checks	33.00
Food Card	4,031.60
Honey	276.00
Advertising & Promotion	100.00
Printing	481.31
Donations	144.57
Bookkeeper	1,398.00
Center Ins. 1 yr.	952.82
Fed. Payroll Tax Qtr.	17,704.35
Mealsite Expense	
Food	8,309.83
Supplies	322.92
Mealsite Expense - Other	8,529.18
Total Mealsite Expense	17,161.93
Ind. Contractor	60.00
Misc. Center	542.17
Non-Profit License	137.47
Office Expense	7,075.15
PC Exercise	3,525.00
Plant/Craft Sale	32.00
Salaries & Wages	65,259.45
State Payroll Tax	70.19
Supplies	9,102.48
Telephone	1,753.97
Thanksgiving/Christmas Dinner	147.95
Rent	4,080.00
Operating Expenses - Other	3,479.25
Total Operating Expenses	160,363.67
Total Expense	163,870.07
Net Ordinary Income	24,724.09

Orting Senior Center
Profit & Loss
January through December 2019

	Jan - Dec 19
Other Income/Expense	
Other Income	
Interest Income	13.37
Total Other Income	13.37
Other Expense	
Voided checks	0.00
Total Other Expense	0.00
Net Other Income	13.37
Net Income	<u>24,737.46</u>

2020 Budget
Orting Valley Senior Center
8/20/2020

Expenses:

Rent	\$4,080.00
Phone/Wifi	\$ 1,920.00
Salaries	\$131,000.00
Senior Meal Program Food	\$55,000.00
Senior Meal Program (Covid supplies)	23,000.00
Office/Center Supplies	\$5,000.00
Equipment Repair/Replacement	\$10,000.00
Insurance	\$1,200.00
Professional Services	\$1,900.00
Nutritionist	\$2,000.00
Licenses/Registrations	\$300.00
SAIL Instructor	\$6,500.00
Payroll Taxes	\$25,000.00
Advertising/Communication/Newsletter	\$3,000.00
Speakers/Instructors	\$5,500.00
Misc. Expenses	\$5,000.00
Senior Food Pantry Foods	\$8,000.00
Pierce Transit Van	\$10,00.00

Total Projected Expenses \$295,400.00

Income:

Pierce County	\$293,431.00
City of Orting	\$15,000.00
Health Care Providers Council	\$850.00
Meal Donations	\$20,000.00
Men's Coffee Group (no meetings after Feb 1 st)	\$1,500.00
AA Group (no meetings after Feb 1 st)	\$800.00
Amazon Smiles	\$500.00
Member Dues	\$2,000.00
Misc. Donations	\$10,000.00
Fundraisers (adjusted Mar 1 st Covid affected)	\$5,000.00
Puyallup Tribe Grant	\$0.00
Muckleshoot Tribe Grant	\$10,000.00
Medina Foundation	\$0.00
Walmart	\$0.00
United Way	\$0.00
Tulalip Tribe	\$0.00

Total Projected Income \$359,081.00



STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

PORTING SENIOR CENTER ORGANIZATION

a Washington NonProfit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

U. B. I. Number: 601 178 872

Date: May 5, 1989



Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

2-412923-1

OGDEN UT 84201-0029

In reply refer to: 4077967774
Sep. 06, 2017 LTR 4168C 0
94-3101716 000000 00

00022388

BODC: TE

ORTING SENIOR CENTER ORGANIZATION
SENIOR CENTER
PO BOX 104
ORTING WA 98360-0104

Employer ID Number: 94-3101716
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Aug. 07, 2017, regarding your tax-exempt status.

We issued you a determination letter in June 1993, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

25941

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2019-29**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
SENIOR CENTER ORGANIZATION.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Orting Senior Center Organization, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on September 1st, 2020, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Senior Center Organization operates the Orting Senior Center in Orting, which offers events, activities, luncheons, and other services for the Orting Senior Citizens in the Orting Community; and

WHEREAS, applicant has represented that this grant shall be used by the applicant for the maintenance and updating of programs and services so as to ensure they run smoothly and efficiently, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity promotes community participation and the health, safety and welfare of the community’s senior citizens and their families, and serves the valid municipal purposes of providing an opportunity to strengthen the City’s commitment to seniors and their families, and the applicant seeks to engage the entire community by promoting volunteerism, charity, and community participation; and

WHEREAS, the City Council finds that the Orting Senior Center Organization’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Senior Center Organization and its Orting Senior Center serve the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Orting Senior Center Organization, pursuant to the City's Policy, in the amount of \$_____. The Mayor is authorized to enter into a contract with the Orting Senior Center Organization to memorialize the City's grant funding described herein.

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

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, CMC

Approved as to form:

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

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this “Agreement”) is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the “City”) and Senior Center (the “Recipient”).

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the “Application”); and

WHEREAS, upon recommendation of the City Council’s Community and Government Affairs Committee and approval by City Council at their _____, 2020 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31st, 2020, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2021.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient TEN THOUSAND Dollars (\$10,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in TWELVE MONTHLY PAYMENTS.

B. The Recipient shall submit monthly invoices for services performed, in a format acceptable to the City. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted no later than August 1st, 2020. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies

any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31st, 2021, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished

documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360

360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date:

RECIPIENT: _____

By: _____

Title: _____

Date:



Grant Application-2021

City of Orting - Office of the City Clerk
PO Box 489-110 Train St., Orting, WA 98360
Phone: (360) 893-2219 ext.133 - Fax: (360) 893-6809
www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: Recovery Café Orting Valley UBI #: 60

Contact Person's Name and Title: Rena Thompson

Mailing Address: PO Box 1867, Orting, WA 98360

Phone: 360-208-8018 Email Address: rena@recoverycafeorting.org

Amount Requested: \$ 15,000

How the grant will be used (This information can be provided in a letter, attached to this application):

Recovery Café Orting Valley will use the funding from this grant to provide recovery-based peer services to individuals in the Orting community. We strive to create a healing community for the individuals impacted by life challenges, such as homelessness, substance use, addiction, and mental health concerns. We offer Recovery Coaching, a peer-based form of support, action planning, and referral service; Recovery Circles, a small group of individual that comes together to offer support and understanding as each share their challenges and celebrations each week (the heart of all Recovery Cafes); Referrals for other services and providers that can help meet the needs of food, clothing, shelter, medical care, and more; and a place of welcoming acceptance for all seeking support and referrals.

Who does the grant serve (This information can be provided in a letter, attached to this application):

Recovery Café Orting Valley serves all individuals who are seeking support or referrals for support. Our focus is with persons 18 and older who have been impacted by substance use, mental health concerns, homelessness, or other trials that life may bring. We are here to support the individual seeking recovery, the family member or friend seeking resources or support for themselves or their loved one who is in active addiction or other struggle in life.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

We do not anticipate needing to use any City facilities at this time.

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the following attachments to the City by no later than August 21st, at 3:00pm, (for grants to be issued in the following year). Grants will be approved and distributed at the City's discretion.

1. Previous year's annual financial statement
2. Current year's budget
3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).

2. A representative of the applicant shall attend the City Council's Community and Government Affairs

Committee Meeting to discuss the contents of the application.
The attachments that shall be included with the application include:

3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Rena Thompson

Signature of Authorized Representative of Applicant

08 /20 /2020

Date

Please return completed form and any additional information to: City of Orting – Attn: City Clerk 110 Train St. SE, PO Box 489, Orting, WA 98360 For more information, please call (360)893-2219.

Recovery Cafe Orting Valley

PROFIT AND LOSS

January - December 2019

	TOTAL
Income	
Donations	19,650.00
Grants	20,000.00
Interest Income	26.37
Pierce County Contracts/Grants	27,190.19
Recovery Cafe Network Grants/Funding	40,000.00
Uncategorized Income	3,000.00
Total Income	\$109,866.56
GROSS PROFIT	\$109,866.56
Expenses	
Advertising & Marketing (deleted)	869.59
Ask My Accountant	25.00
Bank Charges & Fees	14.75
Contractors	28,000.00
Internet	1,704.26
IRS - Regulatory (deleted)	600.00
Legal & Professional Services (deleted)	218.98
Maintenance	1,585.85
Network Fee (deleted)	2,500.00
Office Supplies & Software	580.18
Office/General Administrative Expenses	517.19
Other Business Expenses	2,851.91
Payroll Expenses	23,298.79
Taxes	2,361.35
Wages	18,056.60
Total Payroll Expenses	43,716.74
Recruiting Cost	95.00
Reimbursable Expenses	6,492.54
Rent & Lease	1,000.00
Rent or Lease of Buildings (deleted)	200.00
Security	60.00
Supplies	2,369.85
Taxes & Licenses	9,791.83
Telephone	1,404.34
Uncategorized Expense	1,350.22
Utilities and Rent	3,612.58
Website	267.03
Total Expenses	\$109,827.84
NET OPERATING INCOME	\$38.72
NET INCOME	\$38.72

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy No. NPP2573372

Effective Date: 01/08/2020

12:01 AM STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	113 Varner Avenue Se, Orting, WA 98360	002	0702
		Description: Non-Profit Management Liability		
		Covered Causes of Loss: Special	Protection Class	6
		Construction: Frame	Square Footage:	1624
		Special Deductible: None	Special Deductible Type:	

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	Business Personal Property	\$25,000	\$1,000	80%	RC	\$106
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:							\$150
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:							\$150 MP
MP - minimum premium							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NPP2573372

Effective Date: 01/08/2020
12:01 AM STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Professional E&O Liability Each Incident	\$1,000,000
Professional E&O Liability Aggregate	\$2,000,000
Abuse And Molestation Each Claim	\$100,000
Abuse And Molestation Aggregate	\$200,000

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	113 Varner Avenue Se, Orting, WA 98360	002

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Professional Liability - Social Services - Not-for-Profit	72990	4 Flat	Included	797.500	Included		\$798
1	Abuse and Molestation Liability - Social Services	41799	Flat	Included	0.000	Included	Included	
1	Counseling Services - NPP Social Services	61227	1,624 Per 1,000 Total Area	Included	147.932	Included		\$240
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	Included	100.000	Included		\$100
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:								\$735
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:								\$1,138
(This Premium may be subject to adjustment.) MP - minimum premium								

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NPP2573372

Effective Date: **01/08/2020**

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**RECOVERY CAFE ORTING VALLEY
PO BOX 1867
ORTING, WA 98360**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 01/08/2020 To: 01/08/2021

Non Profit Directors and Officers Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$930

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION 01/08/2020

Employment Practices Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$394

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION 01/08/2020

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Recovery Café 2020		
Income	2020	2021(commited)
City of Orting	\$ 10,000.00	
Pierce County	\$ 25,000.00	\$ 25,000.00
PC Housing Grant	\$ 73,000.00	
Beacon Health SABG	\$ 30,000.00	\$ 30,000.00
HCA SABG	\$ 20,000.00	\$ 20,000.00
Community Giving	\$ 10,000.00	
Foundation Giving/Grants	\$ 80,000.00	
RCN	\$ 35,000.00	
Total	\$ 283,000.00	
Operating Expenses	Total	
Wages	\$ 110,500.00	
Benefits	\$9,300.00	
Payroll Taxes	\$9,800.00	
RCN Licence Fee	\$2,500.00	
Board & Liability Insurance	\$2,800.00	
Rent	\$6,000.00	
Telephone (Vonage)	\$720.00	
Internet - Comcast	\$1,500.00	
Supplies (Office and Kitchen)	\$2,000.00	
Software - QuickBooks	\$960.00	
Utilities (PSE, Gas)	\$2,400.00	
School of Recovery	\$6,000.00	
Housing Support	\$63,000.00	
Food	\$4,200.00	
Training/travel/resources	\$2,700.00	
Maintenance	\$4,000.00	
Member Needs	\$6,000.00	
Accounting Costs	\$1,000.00	
Website	\$820.00	
TOTAL		
Capital Needs	\$236,200.00	
Total		

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 25 2019

RECOVERY CAFE ORTING
C/O DENNIS PASCHKE
PO BOX 1867 113 VARNER AVE SE
ORTING, WA 98360

Employer Identification Number:
83-2459466
DLN:
17053079301009
Contact Person:
CYNTHIA A CLARK ID# 17264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 1, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2020-28**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO ORTING
VALLEY RECOVERY CAFE.**

WHEREAS, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

WHEREAS, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

WHEREAS, the City received an application for grant funding from the Recovery Café, Orting Valley, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on September 1st, 2020, recommended approval of the application, and the City Council approved the application at their Council meeting on _____, 2020; and

WHEREAS, the City Council finds that the Orting Valley, Recovery Café opened its doors on November 17th, 2018, to operate a Recovery Café in Orting, which provides a safe caring environment where folks who truly want to break the lifestyle of addiction can find the support the Orting Valley Community needs; and

WHEREAS, the applicant has represented that this grant shall be used by the applicant to fund programs and for purchases of office equipment, website start up fees, and a contract between the City and the applicant shall be executed to that effect prior to the applicant’s receipt of the grant funding described herein; and

WHEREAS, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and the health, safety and welfare of the community’s citizens and their families; and

WHEREAS, the City Council finds that the Orting Valley Recovery Café’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

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

Section 1. Declaration of Public Purpose. The City Council declares that the Orting Valley Recovery Café serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

Section 2. Authorization for Sponsorship of Event. The City Council authorizes the City's grant funding Tacoma Recovery Café, pursuant to the City's Policy, in the amount of \$10,000. The Mayor is authorized to enter into a contract with the Tacoma Recovery Café to memorialize the City's grant funding described herein.

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

**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, CMC

Approved as to form:

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

AGREEMENT FOR GRANT FUNDS

THIS AGREEMENT FOR GRANT (CIVIC IMPROVEMENT) FUNDS (this “Agreement”) is entered into the date last below written between the City of Orting, a Washington state municipal corporation (the “City”) and Recovery Café (the “Recipient”).

WHEREAS, the Recipient submitted a proposal for Grant funds (Civic Improvement Fund) for services as described in Attachment A (the “Application”); and

WHEREAS, upon recommendation of the City Council’s Community and Government Affairs Committee and approval by City Council at their September 1st, 2020 meeting, the City has awarded a contract for the services as described in the Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES BY RECIPIENT

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Application. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by, December 31st, 2020, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2021.

Recipient shall identify all activities in promotional and other business materials as having been funded by the City of Orting.

2. PAYMENT

A. The City shall pay the Recipient TEN THOUSAND Dollars (\$10,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Application, to be billed in TWELVE MONTHLY PAYMENTS.

B. The Recipient shall submit monthly invoices for services performed, in a format acceptable to the City. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. [All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.]

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

3. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit an oral report to the City Council and a written report on services [provided with the final invoice]. The written report shall be submitted at a council meeting in 2020.. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the proposal.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

The oral component of the report shall discuss the aforementioned items as well, and shall be made by the Recipient at a Regular or Special City Council Meeting, Recipients will be informed of the date by the City Clerk.

Completion of the aforementioned reporting requirement does not excuse the Recipient from completing the services required pursuant to this Agreement.

4. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies

any discrepancy in such financial records, the Recipient shall provide the city with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

6. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31st, 2021, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished

documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Administrator of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Recipient, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Recipient. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

13. ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City Clerk
City of Orting
110 Train Street SE
PO Box 489
Orting, WA 98360

360.893.2219 Ext. 133

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF ORTING

By: _____

Date:

RECIPIENT: _____

By: _____

Title: _____

Date:



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: CARES Grant Funds Update	AB20-76	N/A	9.16.20	
	Department:	Administration		
	Date Submitted:	September 10, 2020		
Cost of Item:		<u>N/A</u>		
Amount Budgeted:		<u>N/A</u>		
Unexpended Balance:		<u>N/A</u>		
Bars #:		N/A		
Timeline:		Discussion		
Submitted By:		Scott Larson		
Fiscal Note: N/A				
Attachments: List of applicants to be provided on September 15				
SUMMARY STATEMENT:				
<p>Staff have been receiving applications for both the business and non-profit grants. Staff will provide an updated list of applicants to Council based on applications received through September 15th.</p>				
RECOMMENDED ACTION: None				



**City Of Orting
Council Agenda Summary Sheet**

Subject: Resolution No 2020-30, Declaring Personal Property of the City Surplus and authorizing the City Administrator to Dispose of it in a Commercial Reasonable Manner		Committee	Study Session	Council
	Agenda Item #:			
	AB20-73		9/16/20	
	Department:	City Administrator/City Clerk		
	Date Submitted:	9/11/20		
Cost of Item:	Unknown			
Amount Budgeted:				
Unexpended Balance:				
Bars #:				
Timeline:				
Submitted By:	City Administrator/City Attorney			
Fiscal Note:				
Attachments:	Resolution No. 2020-30			
SUMMARY STATEMENT: The City is in the process of preparing for the move to the new City Hall Building, estimated for October/November 2020. The new building will be partially furnished with new furnishings, as the existing furnishings are worn and damaged to such a degree as they have no commercial value and are, in many cases, unusable. The City desires to declare as surplus certain furnishings that are being replaced, and to authorize the City Administrator to dispose of them in a commercially reasonable manner. This Resolution declares those items surplus and authorizes their disposal.				
RECOMMENDED ACTION: Move to the consent agenda on 9.30.20				
FUTURE MOTION: To Adopt Resolution No. 2020-30, declaring City personal property surplus and authorizing the City Administrator to dispose of it in a commercially reasonable manner.				

**CITY OF ORTING
WASHINGTON**

RESOLUTION NO. 2020-30

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING CERTAIN CITY
PERSONAL PROPERTY SURPLUS; AND
AUTHORIZING THE CITY ADMINISTRATOR TO
DISPOSE OF IT IN A COMMERCIALY
REASONABLE MANNER**

WHEREAS, the City of Orting, owns certain personal property as further described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the City is authorized under RCW 35A.11.010 to dispose of personal property for the common benefit; and

WHEREAS, City staff have advised and recommended to the City Council that the City does not and will not need the Property for City purposes or otherwise, and that it is in the public interest to dispose of the Property in accordance with RCW 35A.11.010, in a commercially reasonable manner;

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

Section 1. Recitals. The recitals set forth above are incorporated herein in full by this reference.

Section 2. Surplus Property Declaration. The Property as described on **Exhibit A** attached hereto and incorporated herein by this reference is not and will not be needed for City purposes and is declared surplus.

Section 3. Authorization to Dispose of Surplus Property. The City Administrator is authorized and directed to remove the Property from the City's list of fixed assets, and to dispose of such Property in a commercially reasonable manner.

Section 4. Effective Date. This resolution shall be effective upon passage.

**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, CMC

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

EXHIBIT A

Item, Quantity, and Estimated Value

Drafting table -1 – No Resale Value, Old and Damaged/Worn

Book Cases- 15 - No Resale Value, Old and Damaged/Worn

Desks – 21 - No Resale Value, Old and Damaged/Worn

Wood Laterals – 11 - No Resale Value, Old and Damaged/Worn

Chairs – 7 - No Resale Value, Old and Damaged/Worn

Credenzas – 3 - No Resale Value, Old and Damaged/Worn

Tables – 4 - No Resale Value, Old and Damaged/Worn

Room Dividers – 4 - No Resale Value, Old and Damaged/Worn

Steel Laterals and drawer files – 20 - No Resale Value, Old and Damaged/Worn



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

	Agenda Bill #	Recommending Committee	Study Session Dates	Council
Subject: Orting Emergency Evacuation Bridge System 90% Design– Amendment No. 1.	AB20-74	PW. 9.2.20	9.16.20	9.30.20
	Department:	Public Works		
	Date Submitted:	9/9/2020		
Cost of Item:	<u>\$ 142,245</u>			
Amount Budgeted:	<u>\$441,000</u>			
Unexpended Balance:	<u>\$ 0* (see fiscal note)</u>			
Bars #:	303-595-10-40-01			
Timeline:				
Submitted By:	JC Hungerford, PE			
Fiscal Note: The current City budget is fully allocated to the current design contract. However, the City currently has a WSDOT design grant with an unallocated balance of \$190,279.80.				
Attachments: Scope and budget for professional services				
<p>SUMMARY STATEMENT: Early in design it became clear that several major elements were conceptual rather than fully developed. As a result, Parametrix needed to develop new design concepts and completely redesign major portions of the bridge including the main span over SR 162, and piers for the main span. The redesign took a considerable amount of time and effort to develop solutions that met the City’s aesthetic desires while also conforming to the challenging structural and seismic conditions. As a result, much of the design and detailing is original and different than the original BergerABAM Design.</p>				
<p>RECOMMENDED ACTION: Move to consent agenda</p> <p>FUTURE MOTION: To approve the scope and budget for Orting Emergency Evacuation Bridge System, Amendment No. 1, provided by Parametrix in the amount of \$142,245.</p>				

City of Orting Orting Emergency Evacuation Bridge System SR 162 Pedestrian Overcrossing Plans, Specifications, and Estimate (PS&E)

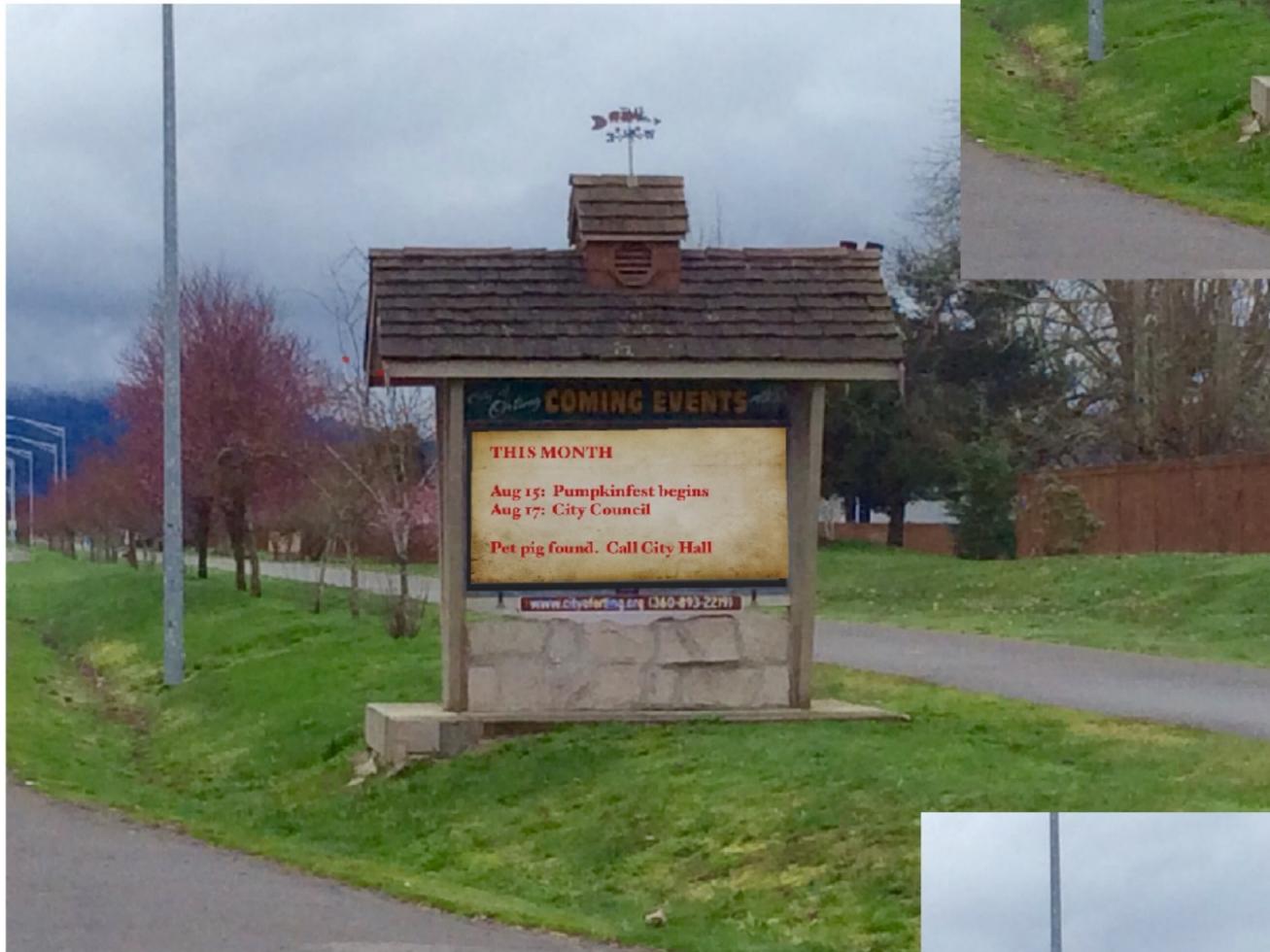
Amendment 1

The purpose of this amendment is to complete the 90% plans, specifications and estimate for the SR 162 Pedestrian Overcrossing Bridge. Parametrix began design at the 30% level which was based on a preferred alternative from work by a previous consultant. However, early in design it became clear that several major elements were conceptual rather than fully developed. As a result, Parametrix needed to develop new design concepts and completely redesign major portions of the bridge including the main span over SR 162, and piers for the main span. The redesign took a considerable amount of time and effort to develop solutions that met the City's aesthetic desires while also conforming to the challenging structural and seismic conditions. As a result, much of the design and detailing is original and different than the original BergerABAM Design.

Currently the design of all major elements has been advanced. However, various portions design and plans still need to be completed as summarized below:

- Main span details
- Main span railings
- Lower walled ramp pier sections
- Elevated ramp foundations
- West Elevated ramp landing
- Upper stair details
- Lower stair details
- Stair and elevated ramp Connection details to pier landings
- Bar list
- Complete plans
- Quality Control of plans and calculations
- 90% Contract Specifications
- 90% Construction Estimate

CITY READER BOARD



DISCUSSION
ENGAGEMENT RING
SCULPTURE

Dear Team:

For several years I have held an idea for Orting for the right moment.

That time may be now, with CM Williams (a head for business) as Co-chair, and a new Council of fresh leaders.

When I was a young Navy man there use to be a series of books called, "Best Places to Kiss." They featured the most romantic views, restaurants, and hideaways for each State. Those popular books always stuck with me. And then I moved to Orting. And I saw the beautiful view we had from our river. And finally the town's wedding manor formerly owned by the Inge's. Then the idea hit me.

How wonderful would it be if on our Puyallup River, near Bernie's Rock, we had a giant sculpture of an engagement ring? I have attached two photos. What would happen if suitors from around the region came to Orting to propose to their partner under that ring with its beautiful backdrop of Mt Rainier? It is possible we could become known as one of the the most romantic destinations in Washington. Just like that series of travel books. Not only would our restaurants benefit from the dinner reservations made by the couples afterwards (especially if they used the ring in their marketing), but it would also be a boom to our town's wedding business and manor.

On our last road trip to the State Convention, the Mayor and I gazed up at the Wild horse Monument sculptures on the cliffs above the Columbia River. Attractions win — they have always brought visitation and economic interest wherever there is vision by leaders. In Spokane they built America's largest Red Ryder wagon as a slide. It has now become a star (and monetary boon) for their city. Other examples abound. Look at what one little new ice cream shop can do.

I have received a quote from a distinguished metal sculptor for a ring like the attached photos for between \$25,000 and \$35,000. A small price for the potential goods it might bring. It is possible that art grants or financial supporters (like what Mayor Colorossi did with our town clock) could also be sought.

Shortly after I came aboard I read an old 1990's usenet message from a town citizen saying that one day they hoped a fresh idea would come along that might finally add more revenue to our city. Perhaps this is one of those. It is my heart's desire to make Orting the most wonderful, special and happiest place to live as we possibly can. This idea may be an out of the box one, but so was Spokane's and the Columbia River's sculpture at the time — now shown to be among their best visions.

For our next meeting,

Tod

PS. The new trail routing conversation adds a big question mark now, but this proposal here could also be beneficial, as it's engineers seem willing to offer other concessions and advantages to the city in lieu of possible changes. It's a thought.







**City Of Orting
Council Agenda Summary Sheet**

Subject: Council Rule Changes-Selection of Deputy Mayor, 8.5 and 3.9B, & 4.1 Order of Business & Agenda		Committee	Study Session	Council
	Agenda Item #:	N/A		
	AB20-75		9.16.20	9.30.20
	Department:	Council		
	Date Submitted:	9.1.20		
Cost of Item:		<u>\$</u>		
Amount Budgeted:		<u>\$</u>		
Unexpended Balance:		<u>\$</u>		
Bars #:				
Timeline:		Per Council Rule 8.5 process starts in September and Concludes in October.		
Submitted By:		CGA Committee/City Clerk		
Fiscal Note:				
Attachments: Council Rule 8.5 and 3.9.B, &- Proposed Process and 4.1 adding comment time				
<p>SUMMARY STATEMENT: The CGA Committee met on September 1st, 2020. And they discussed a proposal to change the process for the appointment of the Deputy Mayor, and to add a Council comment time at the end of the regular meeting agenda.</p> <p>The proposed process is attached, and change to rule 4.1.</p>				
RECOMMENDED ACTION: Move Forward to the last meeting in September.				
FUTURE MOTION: To be determined				

Election of Deputy Mayor. At the first meeting of October, or as prescribed by Council Rules, the Council shall elect a Deputy Mayor (DM) for a term of one year. The election process shall be as follows:

1. The Mayor shall serve as the Chair for the nomination process for the position of DM. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary.
2. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Second nominations will then be accepted.
3. Nominations may be made by another Councilmember, or by self.
4. Nominations may include brief supporting comments by the Councilmember.
5. A Councilor may withdraw their nomination from consideration.
6. Nominations do not require a second.
7. After nominations have been closed, each nominee will have an opportunity to speak, either at their seat or at the podium. If the nominee chooses to speak, it may not be for longer than three minutes, with a fifteen second wrap-up period. Then voting for DM will take place according to alphabetic order of nominations made. Councilmembers will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote of the entire membership (four votes), then the Chair will declare that individual elected. No votes will be taken on the remaining nominees.
8. If none of the nominees receives a majority vote of the entire membership, the Chair will call for nominations again and repeat the process until a single candidate receives a majority vote of the entire membership.
9. A tie vote results in a failed nomination.
10. If there is only one nominee for the position, the Chair will declare the nominee elected.

ATTACHMENT /EXERPTS FROM COUNCIL RULES

3.9 Deputy Mayor -- Duties:

(A) Term of the Deputy Mayor shall be one year.
(January 01 through December 31st).

(B) Annually, in September, the outgoing Deputy Mayor, with the help of two councilmembers, will solicit and recommend a candidate for Deputy Mayor with confirmation from the entire council for his/her replacement in January.

8.5 Selecting Deputy Mayor:

The Deputy Mayor will be selected by a majority of the Councilmembers annually beginning in September and concluding in October. Outgoing Deputy Mayor will solicit two other councilmembers to nominate a candidate for his/her replacement for a full council vote.—See 3.9 B.

4. Order of Business and Agenda

4.1 Order of Business

...

11. Council Comments. At the end of each Council meeting, every Councilmember will be allowed up to 3 minutes to be used at their discretion for the following: Comments, reports, or questions on the activities, meetings, or issues arising from their service as a designated City representative. Councilmembers should exercise discretion in raising complex or detailed issues which are more appropriate for presentation at Committees or Study Sessions. This time may not be used for political/campaign purposes.

12. Executive Session

13. Adjournment