



**CGA Committee Agenda**  
**May 4th, 2022**  
**8:15am**

**Tod Gunther, Councilmember, Chair**  
**Don Tracy, Councilmember**  
**Kim Agfalvi, City Clerk**  
**Scott Larson, City Administrator**  
**Gretchen Russo, Finance Director**

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**1. Call to Order.**

**2. Parks Report.**

**3. Public Comments.**

**4. Agenda Items**

- A. Supportive and Transitional Housing Permanent Regulations.
- B. Orting Historical Society- Clock Tower.
- C. Rental of Old City Hall Building.
- D. Purple Heart Designation.
- E. Distinguished Public Service Award.
- F. City Challenge Coin.
- G. Tunnels to Towers Sponsorship.
- H. Orting Rock Festival Sponsorship.
- I. Meeting Space Rental.

**5. Meeting Minutes.**

Meeting minutes of April 6<sup>th</sup>, 2022.

**6. Action Items/Round table review.**

Final comments

Identify Items that are ready to move forward, establish next meeting's agenda.

**7. Adjournment**

# *Orting Historical Society*

## **City Hall Clock Project**

Ed Torres/Don Tracy Update

By: Sam Colorossi

### **Index**

- E-mail dated April 12<sup>th</sup>, 2022 – 7:29 am from Sam Colorossi to Ed Torres and Don Tracy regarding their availability status.
- E-mail dated April 12<sup>th</sup>, 2022 – 7:42 am from Ed Torres that he and Don Tracy spoke of the project and will be home in a couple of weeks.
- Telephone call April 16<sup>th</sup>, 2022 from Ed Torres advising that he will be home by April 28<sup>th</sup> and work will begin on the clocks.

**Sam**

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**From:** Sam <gcolorossi@centurytel.net>  
**Sent:** Tuesday, April 12, 2022 7:29 AM  
**To:** edtorreski@gmail.com  
**Cc:** drtracy@centurytel.net  
**Subject:** City Hall Clock project

Good Morning Ed & Don ~~~~~Wherever you are..

I was wondering when both of you will be back in Orting. I'd like to get together with the both of you to begin the planning process for the clocks to be installed.

Just a quick note from each you would be wonderful.

Looking forward to hearing from you.

Sam

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**From:** Edward Torres [mailto:edtorreski@gmail.com]  
**Sent:** Tuesday, April 12, 2022 7:42 PM  
**To:** Sam <gcolorossi@centurytel.net>  
**Subject:** Re: City Hall Clock project

We happen to be back in Arizona, but we will be back in a couple of weeks. Don Tracy and his wife came to our Condo to visit and Don and I talked about the clock project and that we would get started on it just as soon as I get back. We discussed about placing the clocks all from the outside using a scissor lift in a safely manner for all concerned. Thanks for the email and we shall see you in a couple of weeks...Sincerely Edward...

Sent from my iPad

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**Subject:**

Telephone call from Ed Torres

**Note of information:**

Ed Torres called me last night (April 16<sup>th</sup>) to inquire whether or not that I had received his e-mail and the status of when he will be returning to Orting. I told him that I had. He reconfirmed that his plans are to be back in town on April 28<sup>th</sup>. Then, he said that he and Don Tracy will get together to begin the strategy for the installation of the clocks. In the meantime, I told him that I will have the city employees take all the small components of the clocks and locate them in the structure of where the clocks will be installed. The clocks themselves will remain at old city hall until they are put in place.

Sam



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b> Recovery Café Old City Hall Lease	<b>AB22-37</b>	<b>CGA</b>		
		<b>5.4.2022</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	4.29.2022		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	TBD			
<b>Timeline:</b>	Next 60 Days			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> See Summary				
<b>Attachments:</b> Draft Lease Agreement				
<b>SUMMARY STATEMENT:</b>				
<p>The Recovery Café and City have identified that it would be mutually beneficial to lease the Old City Hall building at 110 Train St. S to the Café to support their programs. The tentative terms of the lease are a short 1-year term with options to extend based on what the City decides to do with the facility. In return, the Café will pay the City \$2,000 per month, take on utility expenses and many of the basic maintenance tasks. This will save the city several hundred dollars per month since we maintain utility service and continue basic maintenance of the facility.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to May study session on May 18 <sup>th</sup> , 2022				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To authorize the Mayor to enter into a lease agreement with the Recovery Café to lease the Old City Hall Building.				

# LEASE AGREEMENT

## CITY OF ORTING

### AND

## Recovery Café Orting Valley

### I. PREAMBLE

**THIS LEASE AGREEMENT** (hereinafter "Lease"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RECOVERY CAFÉ ORTING VALLEY, a Washington State municipal corporation (hereinafter the "CAFE") and the CITY OF ORTING, a Washington municipal corporation, operating as a non-charter code city under the laws of the State of Washington (hereinafter the "City"), (collectively, the "Parties").

### II. RECITALS

**WHEREAS**, The City owns the building located at 410 Train St. S, Orting, Washington, which is commonly known as the Old City Hall (hereinafter "BUILDING");

**WHEREAS**, The City now desires to lease the building to the CAFE;

**NOW THEREFORE**, in consideration of the foregoing recitals and for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### III. DEFINITIONS

Capitalized terms used herein shall have the following meanings:

1. **Premises**. Premises refers to property owned by the City and located at 410 Bridge St. S, in the City of Orting, Washington, as depicted in **Exhibit "A"** hereto.
2. **Material Breach**. Material Breach shall mean failure, without legal excuse, to perform any promise which forms the whole or part of a contract. Material Breach also means any breach that is not cured by the CAFÉ within ninety (90) days of notice of said breach provided to the CAFE by the City in writing.
3. **Abandonment**. Abandonment shall mean the surrender, relinquishment, disclaimer, or cession of property or of rights. Abandonment shall also be defined, specific to this Lease, as: a) a period of one hundred eighty (180) consecutive days or longer the CAFE ceases to use the Premises, or; b) the CAFE's Board has determined that the BUILDING will no longer be used to deliver CAFE services.
4. **Arbitration**. The Parties agree that any dispute submitted to arbitration is limited to arbitration in accordance with the following rules and procedures, unless other rules and procedures are agreed to by the Parties:

In the event of any dispute arising out of this Lease, the Parties hereto may mutually agree to submit such dispute to binding arbitration by one arbitrator in accordance with the rules then

pertaining to Superior Court rules of Mandatory Arbitration (or its equivalent), except that the arbitration shall be conducted under the auspices of the arbitrator rather than the Superior Court and shall not be subject to the monetary limitations or restrictions on issues dealing with equitable, rather than legal considerations. The arbitration shall be commenced by delivery to the Party of a written demand for arbitration which shall include a statement of the basis of the dispute and the issues to be resolved through arbitration. Within five (5) business days of the delivery of such demand each Party shall designate a representative who is not an officer, employee or commissioner of the Parties. Those two representatives shall attempt to agree on the arbitrator. If, within ten (10) business days of the designation of the two representatives (or expiration of the time for designation of representatives, whichever occurs first), the two representatives have not reached agreement on the arbitrator, then either Party may, on five (5) business days written notice, request the presiding department of the Pierce County Superior Court to designate the arbitrator. The representatives may provide the presiding department of the Pierce County Superior Court with three (3) names each from which to select the arbitrator. The Court has the right to select an arbitrator not identified on either Parties' list. The arbitrator's fee shall be borne equally by the Parties during the course of the arbitration. However, the substantially prevailing Party, if any in the arbitrator's opinion, shall be entitled to reimbursement of such fees paid, as well as reasonable attorneys' fees incurred, as part of the arbitration award. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in Pierce County Superior Court.

5. Utility Costs. Utility Costs shall mean the Costs attributable to the CAFE for utility services provided to the Premises.
6. Capital Improvements. Capital Improvements shall mean, and include, replacement, improvement or repair of any material portion of the Building Systems, Building Structure, or Non-Structural Component required for reasons of safety, operability or performance, but shall not include routine replacement or repair of parts or components as a result of ordinary wear and tear. Replacement of appliances shall be considered a Capital Improvement.
7. Building Systems. Building Systems shall mean and refer to collectively or in part, the MPC heating and air conditioning system, the plumbing systems, the fire protection system, and the electrical system.
8. Janitorial and Cleaning Services. Janitorial services and cleaning services shall have their ordinary meaning and shall include, by way of example and not limitation, replacement of light bulbs, paper towels, and toilet paper, cleaning of carpets and floor surfaces, cleaning of windows and window coverings, and broom cleaning of floor surfaces.
9. Laws. Laws shall refer to any applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements.
10. CAFE Hours. CAFE Hours shall be defined as the hours during which the CAFE is open to the public.

#### **IV. AGREEMENT**

11. Grant. THE City hereby grants to the CAFE a lease of the Premises in the BUILDING depicted on **Exhibit "A"** and described in Paragraphs 1 and 2 above. In conjunction with this Lease, and as a condition thereof, the City grants to the CAFE a license for the term of this Lease to use the Areas and assigned parking area, upon the terms and conditions set forth herein.

12. Purpose. The CAFE will have exclusive use of the Premises during the Term of the Lease and any extension thereof as long as the CAFÉ remains a non-profit delivering mental health, housing and addition services to the Orting Community.

13. Term/Termination/Extension.

14.1 Term. This Lease shall commence on the date set forth in the first paragraph of this Lease and terminate one year from the commencement date, subject to the Parties' rights to terminate the Lease, as set forth below, and except as otherwise provided under the provisions of this Lease.

14.2 Termination. In the event of a Material Breach, or in the event CAFE abandons use of the BUILDING for the purposes specified herein, the City may terminate this Lease upon ninety (90) days written notice of termination.

14.3 New Lease/Extension. Before (120) days of lease termination as identified in 14.1 above, City shall have arranged to meet and have met with CAFE's Executive Director or responsible designee to inquire the CAFE's interests to continue as tenant in said Premises. Upon confirmation of continuance in using said Premises to provide CAFE services, CAFE and City shall enter good-faith negotiations to develop a new lease, subject to conditions contained herein. The CAFE and City, for their mutual convenience, may elect to extend the lease for up to two (2) additional years under the existing terms and conditions, and termination date in 14.1 shall be amended accordingly, and said extension shall be agreed upon sixty (60) days prior to the termination date.

14. Payment to the CAFE.

14.1 Monthly Lease Fee. CAFE agrees to pay, and the City agrees to accept, a \$24,000 annual Lease Fee to be paid in 12 monthly payments. The Lease Fee as set forth herein, is subject to annual Bureau of Labor Statistics' June-to-June CPI-U adjustments without amendment of this Lease. For the first year of this Lease, the Monthly Lease Fee shall be two thousand (\$2,000), with any annual adjustment thereto, (collectively the "Monthly Lease Fee") and shall be paid by the last day of each month for the month previous. All Monthly Lease Fees shall be paid without deduction, offset or demand. The Monthly Lease Fee **does not include utilities**. The Monthly Lease Fees and other amounts hereunder not paid within fifteen (15) days of the date when due shall bear interest from the date due at the rate of ten percent (10%) per annum.

14.2 Payment. Account statements, remittance for payment, and general accounts payable questions or instructions may be sent either to the following address.

Recovery Café Orting Valley  
Attn: Accounts Payable  
XXX  
Orting, WA 98360

Or by email to XX@XX

15. Waste. The CAFE shall not permit anything to be done on the Premises that would constitute waste or violate this Lease, or any laws, statutes, ordinances, regulations, rules, and other governmental requirements (hereinafter "Laws").



16. Condition of Premises. The CAFE has inspected the Premises, is aware of their condition, and accepts them as they are, without representation or warranty by the City.

17. Inspection and Access. The CAFE will allow the City or the City's agent free access at all reasonable times to the Exclusive Use Areas for the purpose of inspection of CAFE's performance of its obligations hereunder, and in the event the CAFE has failed to perform such obligations following any required cure period, for the purpose of taking all such action as may be reasonable, necessary or appropriate. The City agrees that it shall give reasonable advance notice of any entry upon the Premises for the purpose of taking action as set forth above. Reasonable notice is defined as a minimum of twenty-four (24) hours' notice.

18. Utilities/Services.

18.1 Utility Costs. The CAFÉ is responsible for all utility costs.

18.2 Solid Waste and Recyclables Collection. Solid Waste and Recyclable Collection fees are included in the Monthly Lease Fee. The City shall be responsible for all solid waste and recyclable fees.

18.3 Telecommunications/Internet/Cable Services. Telecommunications/Internet/Cable Services are not included under the terms of this Lease. The CAFE shall be responsible for all costs associated with providing Internet/Cable Services service to the CAFE.

18.4 Janitorial and Cleaning Services. Except as otherwise provided herein, the CAFE shall be responsible for all costs associated with providing general janitorial and cleaning services for the CAFE, common bathrooms and common use areas.

18.5 Landscape Services. The CAFÉ is responsible for providing landscape services for the premises including maintaining any street trees and keeping the sidewalks free and clear of debris and snow.

18.6 Indemnity – Utilities. Except as otherwise specifically provided in this Lease, the Parties agree that each entities' officials, officers, employees, and contractors shall not be liable for a personal injury or property damage that may be sustained by one another's employees, agents, licensees, invitees or contractors or any other person in or about the Premises, except to the extent that such injury, damage or loss is caused by either Parties' gross negligence or willful misconduct. The City makes no representations or warranties with respect to the Building Systems and the CAFE shall have no right to terminate this Lease or withhold the Monthly Lease Fee because of any defects or claims for the same.

19. Maintenance/Repair/Replacement.

19.1 CAFE Maintenance Obligations. Except as may be otherwise provided herein, the CAFE shall be responsible for the maintenance of the Premises and Building Systems and the costs thereof. The CAFE shall, at the CAFE's own expense, maintain the Premises in a clean, sanitary and safe condition and keep and maintain the integrity and quality of the Premises, including, without limitation, all walls, ceilings, lights, switches and fixtures, electrical wiring, windows, plumbing, pipes and fixtures, and floor coverings thereof in good repair (reasonable wear and tear excepted) by performing all necessary repair, maintenance and janitorial duties. Maintenance shall include any maintenance, repair, or replacement of fixtures or structural elements of the Premises, all janitorial and custodial work, periodic cleaning of carpets, minor plumbing and electrical repairs and parts replacements, window washing, interior painting, and other tasks needed to reasonably maintain the building in the condition of the Premises.

19.2 City Maintenance Obligations. The City shall be responsible for the cost to the CAFE of any repair or replacement of any part of the Building Systems, as defined in Section 8, damaged or destroyed by the negligent acts of City, its officers, officials, employees, volunteers, agents, invitees and licensees. There may be disagreement regarding repairs and whether there are negligent acts. The Parties agree to work cooperatively to resolve any such disagreements and may submit the matter to Arbitration, as defined in Section 5, if the Parties cannot mutually agree upon a resolution within ninety (90) days of such notice.

19.3 Repair or Replacement, Limitation. The CAFE shall be solely responsible for minor repairs and replacement, defined as maintenance, repair or replacement of the items identified in Paragraph 20.1 herein (inclusive of parts and labor) not to exceed one thousand dollars (\$1,000) per item of maintenance, repair or replacement (with no aggregate limitation). The City's liability for major repair work shall not exceed fifteen thousand dollars (\$15,000), annually. For any reasonably necessary repair work exceeding fifteen thousand dollars (\$15,000) the parties shall negotiate an equitable allocation of the costs in excess of fifteen thousand dollars (\$15,000), however, the City's share of said excess costs shall not exceed 60%.

19.4 Advance Notice and Authorization. The CAFE shall make no alterations or improvements to the Premises without the City's prior consent, and any request by the CAFE to make repairs to the Premises shall be made with at least thirty (30) days prior notice to the City and a written explanation of what repairs and/or additions to the Premises are contemplated.

19.5 Duty to Timely Repair. In the event that the CAFE presents a written request for repair(s) to or replacement of any part of the Building System, as defined in Section 8, that the CAFE has an obligation herein to repair, the CAFE shall begin to make said repairs within a reasonable time not to exceed thirty (30) days; provided that, if the repairs cannot reasonably be commenced and completed with such time period, the Parties may mutually agree upon a later time period. If the CAFE disputes its obligation to make repairs or the Parties dispute the timing, manner or method of making the repairs, and the Parties are unable to mutually agree upon a resolution of the dispute, either Party may submit the matter to arbitration within ninety (90) days of the notice of the dispute. Arbitration to be conducted as specified herein at Section 5.

## 20. Alterations and Improvements.

20.1 Structural Alterations. The CAFE shall make no alterations, additions, or improvements in or to the building which affect the structural integrity of the Building without the prior written approval of the City, which approval will not be unreasonably withheld or delayed. The City may impose such conditions as it deems reasonably necessary and appropriate in approving any structural alterations or improvements including, without limitation, requiring insurance against liabilities that may arise out of such work or requiring security for payment of all costs arising out of such work. All alterations, additions and improvements made by the CAFE shall be performed at the CAFE'S cost, and shall, upon the expiration or earlier termination of the Lease, become the property of the City. The CAFE agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be removed without damage to the Premises, shall remain in place and becomes the property of the City.

20.2 Non-Structural Alterations. The CAFE shall be entitled to make any and all non-structural alterations, additions or improvements in or to the Premises with the City's prior approval, which shall not be unreasonably withheld. All alterations, additions, and improvements made by the CAFE shall be performed at the CAFE's cost, and shall, upon the expiration or earlier termination of the Lease, become the property of the City. The CAFE agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be

removed without damage to the Premises, shall remain in place and becomes the property of the City.

20.3 Trade Fixtures. All trade fixtures installed by the CAFE, including but not limited to, shelving, portable partitions and portable cabinets, equipment, appliances, computers and access lines, shall remain the property of the CAFE and may be removed on or before the termination of this Lease. If not removed by the CAFE, such items shall become the property of the City upon expiration of this Lease.

21. Assignment or Sublease. The CAFE may not assign this Lease nor sublet the whole or any part of the Premises or otherwise transfer any interest in this Lease or the Premises without in each case first obtaining the City's prior written consent, which consent shall not to be unreasonably withheld or delayed. It is further provided that, this Lease may not be assigned without the Assignee filing or establishing with the City the insurance certificates as required pursuant to this Lease.

22. Taxes. The City agrees to pay and save the CAFE harmless from any tax, assessment, or other governmental charge of any kind imposed on the interest of either Party in any part of the Premises or by reason of this Lease. The City will furnish to the CAFE, within fifteen (15) days after the applicable due date, official receipt of the appropriate taxing authority or other proof satisfactory to the CAFE evidencing the payment of any tax. The City will pay, prior to delinquency, all personal property taxes assessed against personal property of the City located on the Premises. In the event it becomes necessary for the City to pay the taxes or obligations that are the obligation of the CAFE, the City retains a right to be reimbursed for all payments made within no later than thirty (30) days. In the event payment by the CAFE is not forthcoming within thirty (30) days of payment by the City, arbitration may be initiated.

23. Hold Harmless and Indemnity/Insurance.

23.1 All personal property upon the Premises shall be at the sole risk of the property's owner or the Party responsible for such property.

23.2 The CAFE, as tenant, shall indemnify and hold the City harmless against and from liability and claims of any kind for loss or damage to property of the CAFE or any other person, or for any injury to or death of any person, arising out of: (1) the CAFE'S use and occupancy of the Premises, or any work, activity or other things allowed or suffered by the CAFE to be done in, on or about the Premises; or (2) any negligent or otherwise tortuous act or omission of the CAFE, its agents, employees, invitees or contractors. The CAFE shall at the CAFE's expense, and by counsel satisfactory to the City, defend the City in any action or proceeding arising from any such claim and shall indemnify the City against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding.

The City agrees to indemnify, defend, and hold the CAFE, and its respective employees and agents, harmless from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind (including reasonable attorneys' fees) arising out of the City's use of the Premises or the conduct of its business occurring on the Premises, except to the extent such loss or damage resulting from the negligence of the CAFE or a breach of the terms of this Lease by the CAFE. The terms of this Section shall survive any expiration or termination of this Lease.

**FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISIONS ONLY, AND ONLY TO THE EXTENT OF CLAIMS UNDER SUCH INDEMNIFICATION PROVISION, THE PARTIES SPECIFICALLY WAIVE ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE**

**INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD-PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.**

**THE PARTIES EACH ACKNOWLEDGE BY ITS EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WAS SPECIFICALLY NEGOTIATED AND AGREED TO.**

**City Initials** \_\_\_\_\_

**THE CAFE Initials** \_\_\_\_\_

24. Insurance. The City shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the state of Washington and satisfactory to the CAFE, properly protecting and indemnifying THE CAFE with single limit coverage of no less than Three Million Dollars (\$3,000,000) for injury to or death of persons and for property damage. During the Term, the City shall furnish THE CAFE with a certificate or certificates of insurance, in a form acceptable to THE CAFE, covering such insurance so maintained by City and naming THE CAFE and THE CAFE's officials, employees, and **mortgagees**, if any, as additional insureds. Any deductible and/or self-insured retention shall be the sole responsibility of the City. To the extent of the City's negligence as herein assumed, the City's liability coverage shall be primary coverage as respects the THE CAFE, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by THE CAFE, its officers, officials, employees, and agents shall not contribute with the City's coverage or benefit the City in any way. The City shall furnish THE CAFE with certificates of coverage.

THE CAFE shall maintain, at all times during the term of this Lease, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the State of Washington and satisfactory to the City, properly protecting and indemnifying the City with single limit coverage of no less than **Three Million Dollars (\$3,000,000)** for injury to or death of persons and for property damage. During the Term, the CAFE shall furnish the City with a certificate or certificates of insurance, in a form acceptable to the City, covering such insurance so maintained by THE CAFE. Any deductible and/or self-insured retentions shall be the sole responsibility of THE CAFE. To the extent of THE CAFE's negligence as herein assumed, THE CAFE's liability coverage shall be primary coverage as respects the City, its officers, officials, employees, and agents. THE CAFE shall furnish the City with certificate(s) of coverage.

25. Liens. The City agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. The City shall not allow any mechanics' and materialmen's or other liens to be placed upon the leased Premises. If such a lien is placed or recorded, the City shall cause it to be discharged of record, at its own expense, within ten (10) days of THE CAFE's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

26. Management. The Parties each agree to do all things reasonably required to provide for safe and efficient management and supervision of the Premises in accordance with all Laws and encumbrances upon the property.

27. Attorneys' Fees. If either Party to this Lease brings an action before any court or arbitrator to enforce or obtain a declaration of its rights under any provision of this Lease, reasonable attorneys' fees shall be awarded to the substantially prevailing Party in such litigation or arbitration.

28. Successors-in-Interest. The terms, provision, covenants, and conditions contained in this Lease, shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective successors in interest and legal representatives except as otherwise herein expressly provided.

29. Observance of Laws and Regulations. The Parties agree to keep the Premises in a clean and safe condition and to comply with and all Laws, including, without limitation, all police, sanitary and safety laws, building codes, and all applicable regulations and ordinances of all governmental bodies having authority over the Premises or any activity conducted thereon including but not limited to those pertaining to storm water, odor and dust emission and to hold one another harmless against all costs, fees, fines, or damages which it may incur by reason of any charge that there has been a violation thereof.

30.1 Public Records Act/Confidentiality. Notwithstanding any other provision herein, both parties recognize that each is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this Lease and/or Agreement, the receiving party will promptly notify the other party of the request, whom will promptly elect whether it will at its own expense commence court action to protect the material from disclosure.

30. Damage or Destruction; Condemnation.

30.1 Damage or Destruction. In the event any part of the Premises is damaged, each Party shall give immediate written notice thereof to the other Party, and shall clear and dispose of any debris resulting from such damage or destruction. Repairs shall be made in accordance with the terms of this Agreement.

30.2 Condemnation. In the event all or any part of the Premises is taken or appropriated under the power of eminent domain during the Lease Term, this Lease shall continue with respect to any portion of the Premises not so taken, and rent shall be reduced to fairly and accurately reflect the value of the Premises so taken. If the entire building or that portion leased by the CAFE is condemned or purchased under threat of condemnation, this Lease shall automatically terminate. The City reserves all rights to the compensation awarded for any such taking and the CAFE assigns to the City all of the CAFE's right, and interest for any such compensation for the leasehold interest, if any; provided, however that the CAFE shall be entitled to submit a separate claim for its relocation expenses.

31. Signs. All signs or symbols placed on or about the Premises by the CAFE shall be in compliance with all Laws and subject to the approval of the City, which shall not be unreasonably withheld. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that the CAFE will remove the same at the termination of this Lease and repair any damage or injury to the Premises caused thereby and, if not so removed by the CAFE, then the City may have the same so removed at the CAFE's expense.

32. Invalidity of Particular Provision. It is the intention of the Parties that each term or provision of this Lease be enforceable to the fullest extent permitted by law. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease and the application of such term or provision to any

person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

33. Entire Agreement; Amendments. This Lease constitutes the complete agreement between THE CAFE and the City regarding the Premises. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid and effective unless evidenced by an agreement in writing signed by the party to be bound.
34. Waiver. The waiver by the City of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Monthly Lease Fee by the City subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Monthly Lease Fee so accepted, regardless of City's knowledge of any breach at the time of such acceptance of Rent. City shall not be deemed to have waived any term, covenant or condition unless the City gives the CAFE written notice of such waiver.
35. Waiver of Subrogation. The City and CAFE each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. CAFE shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
36. Notices. All notices required under this Lease may be given by personal delivery or by certified or registered mail at the following addresses:
  - a. THE CAFE:  
**PO BOX**  
ORTING, WA 98360
  - b. CITY: CITY OF ORTING  
PO BOX 489  
ORTING, WA 98360
37. Time of the Essence. Time is of the essence in the performance of the Parties' obligations hereunder.
38. Failure to Surrender/Holdover. Except as provided below, if the CAFE fails to surrender the Premises on the expiration or termination of the Lease Term, the CAFE shall pay the City monthly rent in an amount equal to one hundred twenty-five percent (125%) of the then rental rate hereunder, plus utilities, and shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party. Nothing contained herein shall constitute the consent of the City to the holding over of the CAFE after the expiration or

termination of this Lease. In the event that the CAFE and the City are in good faith negotiations over a new lease after expiration of the Lease without renewal, the Lease Term shall be deemed extended for so long as the Parties continue in good faith negotiations. Either Party may terminate such good faith negotiations upon thirty (30) days written notice to the other Party. Upon such termination any continued occupancy of the Premises by the CAFE shall be considered a holder-over tenancy.

39. Brokers. THE CAFE and the City each represent that it is not represented by a broker, agent or finder with respect to this Lease. Each Party agrees to indemnify and hold the other Party harmless against any liability, cost, damages, or proceedings instituted by any broker, agent or finder claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Lease.

40. No Partnership. THE CAFE is not a partner or a joint venture with the City in connection with the business carried on under this Lease and shall have no obligation with respect to the City's debts or other liabilities hereunder.

IN WITNESS WHEREOF, the Parties hereto have, caused this Lease to be executed by their proper officers thereunto authorized as of the date of this Lease.

CITY: CITY OF ORTING

By: \_\_\_\_\_

Its: Mayor JOSH PENNER

THE CAFE:

By: \_\_\_\_\_

Its:

**Exhibit "A"**

**Description of Premises**

110 Train St. SE, Orting, WA 98360; Pierce County Parcel Number 6565000090





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Tunnels to Towers 5k Sponsorship	<b>AB22-38</b>	<b>CGA</b>		
		<b>4.6.2022, 5.4.2022</b>		
	<b>Department:</b> Clerk			
	<b>Date Submitted:</b> <b>4.29.2022</b>			
	<b>Cost of Item:</b>		<u>\$N/A</u>	
<b>Amount Budgeted:</b>		<u>\$N/A</u>		
<b>Unexpended Balance:</b>		<u>\$ N/A</u>		
<b>Bars #:</b>		N/A		
<b>Timeline:</b>		Approval as soon as possible		
<b>Submitted By:</b>		Kim Agfalvi		
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application and emails.				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Tunnels to Towers Foundation. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol> <p>CGA reviewed the application on April 6<sup>th</sup>, 2022, and asked for clarification if proceeds from the race would benefit a local Orting citizen or family.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
TBD.				



## CITY OF ORTING

---

104 BRIDGE ST. S, PO BOX 489, ORTING WA 98360  
Phone: (360) 893-2219 FAX: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

April 22, 2022

Jolin Lowry  
2361 Hylan Blvd.  
Staten Island, NY 10306

Ms. Lowry,

Thank you for your interest in City Sponsorship for the Tunnels to Towers Foundation 5k Run.

Your application for sponsorship is being reviewed by the Community and Government Affairs Committee. The committee has asked me to inquire how the money raised from the event will be spent locally? Will the proceeds from the event go to a specific cause or family in the Orting area?

I look forward to hearing from you.

Sincerely,

Kim Agfalvi, City Clerk  
City of Orting  
[kagfalvi@cityoforting.org](mailto:kagfalvi@cityoforting.org)  
360-893-9008

## Kim Agfalvi

---

**From:** Jolin Lowry <jolinl061@gmail.com>  
**Sent:** Monday, April 25, 2022 11:15 AM  
**To:** Kim Agfalvi  
**Cc:** Michell Alfieri  
**Subject:** RE: Question ~ Tunnel to Towers 5k

Good morning,

Thank you for sharing this.

The letter you sent to me last was addressed to the Foundations mailing address, but I would like you and the committee to know that I reside in the Puget Sound area. This is another reason I choose to become a Volunteer Director for the T2T Puget Sound 5k run/walk.

Again, thank you for your time and consideration of this matter.

Jolin Lowry  
T2T Volunteer Director

What lies behind us and what lies before us are tiny matters...  
compared to what lies within. ~ Ralph Waldo Emerson

---

**From:** [Kim Agfalvi](#)  
**Sent:** Monday, April 25, 2022 10:46 AM  
**To:** [Jolin Lowry](#)  
**Cc:** [Michell Alfieri](#)  
**Subject:** RE: Question ~ Tunnel to Towers 5k

Hi Jolin,

Thank you for the email. I will forward it on and we will be in touch.

Kim Agfalvi  
City Clerk, City of Orting  
104 Bridge St S.  
PO Box 489  
Orting, WA 98360  
360-893-9008  
Fax 360-893-6809

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**From:** Jolin Lowry <jolinl061@gmail.com>

**Sent:** Friday, April 22, 2022 3:20 PM

**To:** Kim Agfalvi <KAgfalvi@cityoforting.org>; Michell Alfieri <MAlfieri@cityoforting.org>

**Subject:** RE: Question ~ Tunnel to Towers 5k

Good afternoon Ms. Agfalvi,

I appreciate your consideration regarding the City Sponsorship that I have submitted to the City of Orting.

I appreciate the opportunity to address the committee's questions regarding the funds raised from the Tunnel to Towers, Puget Sound 5k run/walk on September 17th.

The question of how the money will be given back to the local community does not come lightly. The funds that are raised go towards paying off mortgages of Firefighters and Police Officers who have been Killed in the Line of Duty and building homes for Disabled Veterans who meet the following criteria ~ "members of the U.S. Armed Forces whose catastrophic combat or training for deployment injuries have resulted in: Quadruple amputation; Triple amputation; Quadriplegia; Paraplegia; Double limb amputation with other injuries such as (but not limited to) severe burns, blindness, traumatic brain injury. These catastrophic injuries must have occurred on or after October 7, 2001."

At this point, I can share with you that there has been a Smart Home built for a veteran in Issaquah and one in Pasco. There have been 7 Gold Star family mortgages and 4 fallen first responder mortgages paid off statewide.

Regarding the question, "Will the proceeds from the event go to a specific cause or family in the Orting area?" Yes, it could go towards families in the Orting area if there is a Firefighter and/or Police Officer who were/are Killed in the Line of Duty and/or a Disabled Veteran who resides in the City of Orting and meets the criteria.

The Tunnel to Towers Foundation raises funds all over the country to aid these programs to continue to serve families that are left behind and/or still here trying to adjust to a new normal.

As a widow of a Fallen Police Officer, which occurred prior to the creation of the Tunnel to Towers Foundation, I personally understand the challenges of a new normal life. This is the main reason I chose to become the Volunteer Director of the Puget Sound 5k run/walk so that I could contribute to those in need.

If you or the other committees have any additional questions, please do not hesitate to contact me.

Thank you for your consideration of the Tunnel to Towers City Sponsorship.

Sincerely,

Jolin Lowry ~ T2T Volunteer Director

What lies behind us and what lies before us are tiny matters...  
compared to what lies within. ~ Ralph Waldo Emerson

---

**From:** [Kim Agfalvi](#)  
**Sent:** Friday, April 22, 2022 9:46 AM  
**To:** [Michell Alfieri](#); [Jolin Lowry](#)  
**Subject:** RE: Question ~ Tunnel to Towers 5k

Hi Jolin,

Please see the attached letter asking for clarification.

Sincerely,

Kim

Kim Agfalvi  
City Clerk, City of Orting  
[104 Bridge St S.](#)  
[PO Box 489](#)  
[Orting, WA 98360](#)  
[360-893-9008](#)  
[Fax 360-893-6809](#)

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**From:** Michell Alfieri <[MAlfieri@cityoforting.org](mailto:MAlfieri@cityoforting.org)>  
**Sent:** Thursday, April 21, 2022 3:15 PM  
**To:** 'Jolin Lowry' <[jolinl061@gmail.com](mailto:jolinl061@gmail.com)>  
**Cc:** Kim Agfalvi <[KAgfalvi@cityoforting.org](mailto:KAgfalvi@cityoforting.org)>  
**Subject:** RE: Question ~ Tunnel to Towers 5k

Hi Jolin,

Since your sponsorship application is still under review we cannot add anything to our calendar at this time. Kim Agfalvi, our city clerk will be reaching out to you soon to get a little more information about your event. If your event receives sponsorship, then we will be more than happy to promote your event through our facebook page and website.

Thanks,

Michell Alfieri  
Activities & Events Coordinator  
City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360  
(360) 893-9017 direct line  
(253) 262-7842 work cell  
[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)  
[Orting Recreation | Facebook](#)  
[Recreation | City of Orting](#)

---

**From:** Jolin Lowry <[jolin061@gmail.com](mailto:jolin061@gmail.com)>  
**Sent:** Thursday, April 21, 2022 10:29 AM  
**To:** Michell Alfieri <[MAlfiere@cityoforting.org](mailto:MAlfiere@cityoforting.org)>  
**Subject:** Question ~ Tunnel to Towers 5k

Good morning,

I am inquiring to see if the City of Orting would add the attached flyer and the following information on their Facebook page?

April 28th, registration begins for the Tunnel to Towers Puget Sound 5k run/walk.

Become one of the participants that will **Honor** and **Remember** our Fallen 1st Responders and the Disabled Veterans.

On April 28th, launches the START of registration.

The registration prices will be \$35-adult, \$30-1st responder/military, \$20-youth 13-17, \$15-youth 12 & under.

If there is anything else I do to complete this request please let me know.

Thank you,  
Jolin Lowry

What lies behind us and what lies before us are tiny matters...  
compared to what lies within. ~ Ralph Waldo Emerson

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Total Control Panel

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To: [kagfalvi@cityoforting.org](mailto:kagfalvi@cityoforting.org) [Remove](#) this sender from my allow list  
From: [jolin061@gmail.com](mailto:jolin061@gmail.com)

*You received this message because the sender is on your allow list.*

## Kim Agfalvi

---

**From:** Michell Alfieri  
**Sent:** Monday, March 28, 2022 8:37 AM  
**To:** Kim Agfalvi; Scott Larson  
**Subject:** FW: Special Events App Received ~ Tunnel to Towers 5k run/walk

**Importance:** High

FYI re: Tunnels to Towers sponsorship application review at the 4/6 CGA meeting. Jolin, their representative will not be able to make it. I can be present or call in if needed to provide any details that I might know. Let me know if you would rather push it to the May CGA meeting so she can be present.

Thanks,

Michell Alfieri  
Activities & Events Coordinator  
City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360  
(360) 893-9017 direct line  
(253) 262-7842 work cell  
[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)  
[Orting Recreation | Facebook](#)  
[Recreation | City of Orting](#)

---

**From:** Jolin Lowry <jolinl061@gmail.com>  
**Sent:** Sunday, March 27, 2022 9:37 AM  
**To:** Michell Alfieri <MALfieri@cityoforting.org>  
**Subject:** RE: Special Events App Received ~ Tunnel to Towers 5k run/walk  
**Importance:** High

Michell,

Good morning, I need to share with you that I will not be able to attend the meeting on April 6<sup>th</sup>. I am a Line of Duty Death team member with Behind the Badge Foundation, which assists families and agencies when they have a Deputy and/or Officer Killed in the Line of Duty. I just finished assisting with Deputy Calata's Celebration of Life and now preparing for Officer's Rocha from the Everett Police Department.

Could you please share with the Committee my apologies for not being able to attend the meeting? I am still seeking the Tier 2 ~ Sponsorship from the City of Orting. The only items that I am requesting are;

- Have as much involvement from the City as they would like to be involved in
- 1 maintenance person
- Police staff to be present, for two reasons 1<sup>st</sup> ~ for them to be honored and recognized and 2<sup>nd</sup> ~ since this event involves numerous 1<sup>st</sup> Responders, the safety aspect for them as well as all the participants
- 2 port-a-potties

- Dumpster

Thank you for your assistance and the consideration of the Committee to review my request.

Jolin Lowry  
Volunteer Director

What lies behind us and what lies before us are tiny matters...  
compared to what lies within. ~ Ralph Waldo Emerson

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**From:** [Michell Alfieri](#)  
**Sent:** Monday, March 7, 2022 11:40 AM  
**To:** [Jolin Lowry](#)  
**Cc:** [Kim Agfalvi](#); [Scott Larson](#)  
**Subject:** RE: Special Events App Received

The next Community Government Affairs (CGA) meeting is April 6<sup>th</sup> at 8:15am in the City Council Chambers. You can attend in-person or virtually. Let me know about a week before if you will be attending virtually. Review of your sponsorship application will be included in the agenda.

Thanks,

Michell Alfieri  
Activities & Events Coordinator  
City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360  
(360) 893-9017 direct line  
(253) 262-7842 work cell  
[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)  
[Orting Recreation | Facebook](#)  
[Recreation | City of Orting](#)

---

**From:** Jolin Lowry <[jolin061@gmail.com](mailto:jolin061@gmail.com)>  
**Sent:** Monday, February 28, 2022 2:48 PM  
**To:** Michell Alfieri <[MAlfieri@cityoforting.org](mailto:MAlfieri@cityoforting.org)>  
**Subject:** RE: Special Events App Received

Hello there,

I am checking in with you to inquire if the commission has had its meeting yet? If not, could you share with me when the meeting will occur?

Thank you for your time.



Jolin Lowry

What lies behind us and what lies before us are tiny matters...  
compared to what lies within. ~ Ralph Waldo Emerson

from [Mail](#) for Windows

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**From:** [Michell Alfieri](#)  
**Sent:** Monday, February 14, 2022 12:44 PM  
**To:** [Jolin Lowry](#)  
**Subject:** Special Events App Received

Hi Jolin,  
Just wanted to check and let you know that I received your special events application and \$200 payment. Your application will be presented at an upcoming CGA (Community & Government Affairs) meeting, then we will let you know if you have been approved for sponsorship.

I will check back in with you again soon 😊

Thanks!

Michell Alfieri  
Activities & Events Coordinator  
City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360  
(253) 262-7842  
[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)  
[Orting Recreation | Facebook](#)  
[Recreation | City of Orting](#)

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From: [jolin061@gmail.com](mailto:jolin061@gmail.com)

*You received this message because the sender is on your allow list.*



## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs/walks that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** JO

NAME OF APPLICANT: Jolin Lowry

NAME OF ORGANIZATION: Tunnel to Towers Foundation

ARE YOU NON-PROFIT:  Yes [ ] No IF YES, UBI#: EIN# 02-0554654

MAILING ADDRESS: 2361 Hylan Blvd Staten Island, NY  
10306

EMAIL ADDRESS: jolinlowry@gmail.com

NAME OF EVENT: Tunnel to Towers Puget Sound

TYPE OF EVENT (parade, festival, etc.): 5K run/walk

DATE(S) OF EVENT: September 17, 2022

TIME(S) OF EVENT: Set-Up 0500 Start of Event 0900  
 End of Event 1500 Exit Time 1700

PRIMARY CONTACT NAME: John Howry  
 PRIMARY CONTACT EMAIL: john.howry@gmail.com 253 312 6002  
 DAY OF CONTACT NAME: (Same as above) PHONE: \_\_\_\_\_  
 DAY OF CONTACT EMAIL: \_\_\_\_\_  
 ALTERNATE CONTACT: Tara Simmelink PHONE: 253 312 1320  
email for Tara: lovely.copper@hotmail.com

**FOR ALL SPECIAL EVENTS:**

**TYPE OF EVENT:**

- Festival/Carnival/Fair
- Parade
- Run/Race (If you do not require the use of City parks or facilities, you do not need to complete this application. You will need to submit a separate trail use application.)
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) \_\_\_\_\_

**FACILITIES & PARKS USAGE REQUESTED (See Appendix A for rental rates):**

- BBQ Area
- Basketball Court
- Multi-Purpose Center (MPC)
- Fountain Pavilion
- Gazebo
- City Park grass areas (south)
- Orting Station
- North Park grass area

**If the Event is providing for the following, what arrangements will be in place?**

Will you have additional garbage service and where will they be placed (show on Map)?  
I am applying for Tier 2 Sponsorship - if awarded I will leave this to the experts, if not awarded I will supply a map.

Will you have adequate restroom facilities and where will they be placed (show on Map)?  
I believe the ones that are already in place should be adequate

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?  
N/A

**ADDITIONAL SERVICES:** Will you need additional services for a Non-Sponsored event, or from the City that are not covered under Tier 1 or Tier 2 for a Sponsored Event?  Yes  No

**City Services (please mark all that apply)**

	<u>Price</u>	<u>Total Price</u>
<input type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ <u>yes, if no sponsorship</u>
<input type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ <u>yes, if no sponsorship</u>
<input type="checkbox"/> 1 Dumpster	\$20/event	\$ <u>''</u>
<input type="checkbox"/> 2 Standard Portable Restrooms (Delivery/Pick Up/Cleaning)	\$150/event	\$ <u>''</u>
<input type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ <u>''</u>
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ <u>?</u>
<input type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ <u>N/A</u>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ <u>N/A</u>
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ <u>''</u>
<input type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ <u>N/A</u>
<input type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ <u>N/A</u>
*See Appendix A for rental rates**		
<input type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>N/A</u>

Total For Special Event Services \$ \_\_\_\_\_  
 Special Event Fee \$200

TOTAL TO BE PAID \$ 200.00

**BANNER REQUEST:** Please complete the following if you would like a banner in place across Washington Ave./SR 162 before and/or during your event.

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

Requested period for the banner to be displayed: N/A through \_\_\_\_\_  
 \*The banner may only be across SR 162 for 2 weeks\*

Material Type: \_\_\_\_\_ Size: \_\_\_\_\_ X \_\_\_\_\_ Thickness: \_\_\_\_\_

How many cuts are on banner? \_\_\_\_\_ One sided or two-sided?  One  Two

**VENDORS:** Will there be any vendors?  Yes  No

If yes, vendors are required to purchase a City of Orting Business License through the State of Washington prior to the event or the Applicant (Event) must purchase a Blanket License to cover all vendors. (Resolution 2011-12)

It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting.

**PARADE INFORMATION:** Will a parade be part of this event?  Yes  No  
If yes, please answer the following:

PARADE START TIME: \_\_\_\_\_ START LOCATION (show on map): \_\_\_\_\_

STAGING AREA - WHERE/WHAT TIME (show on map): \_\_\_\_\_

PARADE ROUTE (show on map): \_\_\_\_\_

WILL HORSES OR OTHER ANIMALS BE IN PARADE?  Yes  No

If yes, approximately how many animals? \_\_\_\_\_

N/A

**\*You will be responsible for cleaning up after animals participating in the parade\***

WOULD YOU LIKE THE POLICE OR FIRE DEPARTMENT TO PARTICIPATE IN THE PARADE?

Yes  No *Due to the fact the event is to Remember and Honor*

*1st Responders and Military Personnel I will invite them to attend.*

OTHER: \_\_\_\_\_

ARE YOU PLANNING TO CLOSE SR 162 (WASHINGTON AVE.) TO TRAFFIC?  Yes  No

If Yes, you will need to coordinate with WSDOT to approve the road closure. Visit <https://wsdot.wa.gov/about/contacts> for more information.

ARE YOU PLANNING TO CLOSE ANY OTHER LOCAL STREETS?  Yes  No

If yes, which streets (show on map)? \_\_\_\_\_

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)

*No*

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)

*There will be a flyer handed out to affected businesses. The information will invite & explain why the Tunnel to Towers 5K run/walk is honoring & remembering the Fallen from September 11, 2001.*

I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. Initials:           

~~If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials:~~

I understand that in the planning of activity I must allow for ~~a 20ft~~ access for emergency vehicles and also notify adjacent homeowners and businesses. Initials:

Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer. Initials: \_\_\_\_\_

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional insurer (please attach).**

Name of Insurance Company: Lambros Insurance Services

Policy Number: PHPK2354297, ~~PHU3794736~~, PHU3794736, 7178148, 82A3FF0003349-00

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: JD

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization, and further **AGREES** to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property. Initials: JD

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: Jeanne DellaRegione DATE: 2/1/2022

PRINT NAME: Jeanne DellaRegione

Title/Role with Organization: Executive Vice President/Board Council

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

Mail to: \_\_\_\_\_  
City of Orting  
Attention: Special Events  
PO Box 489  
Orting, WA 98360

Or

Stop by:  
City Hall  
104 Bridge St S  
Orting, WA 98360

**\*If you have questions regarding the application please call (253) 262-7842\***  
**\*\*A receipt showing payment is NOT approval of the event\*\***

## City of Orting Sponsorship Application

Are you requesting City sponsorship?  Yes  No

If no, please skip to the *FOR ALL SPECIAL EVENTS*

### CITY SPONSORSHIP OF A SPECIAL EVENT:

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy. Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting to answer any questions regarding the request.

Applicants seeking City Sponsorship must meet these baseline criteria, and to qualify for City Sponsorship the event must abide by all requirements of the Policy, including:

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's history.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and the tier of sponsorship requested (Review the Special Event Sponsorship Policy for more information);
- Proof of liability insurance that compiles with the terms of Section IV of the City Special Event Sponsorship Policy (you may request a copy of the Special Event Sponsorship policy by emailing [recreation@cityoforting.org](mailto:recreation@cityoforting.org)).

There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "Tier." The City offers two "Tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community:

### Which Tier level of sponsorship are you asking for?

#### Tier 1:

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

**Gazebo, BBQ Area, or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 1~ Sponsorship includes:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**X1 Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazébo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazébo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.



**FACILITY RENTAL RATES**

**MULTI-PURPOSE CENTER (MPC)**

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day M-F</b>	\$150.00	\$200.00	\$20.00
<b>Half day (5 hours) M-F</b>	\$100.00	\$150.00	\$20.00
<b>Full day Sat/Sun</b>	\$200.00	\$250.00	\$100.00
<b>Half day (5 hours) Sat/Sun</b>	\$150.00	\$200.00	\$50.00

**ORTING STATION**

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day (any day)</b>	\$100.00	\$200.00	\$50.00
<b>Half day (5 hours)</b>	\$50.00	\$100.00	\$25.00

**COVERED BBQ AREA**

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

**\* GAZEBO**

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

Date Application Received: 2/10/22 Dept. Meeting Date: \_\_\_\_\_

Event Application Completed: [ ] Yes [ ] No Certificate of Insurance: [X] Yes [ ] No

Detailed Event Map: [ ] Yes [ ] No WSDOT Street Closure Permit: [ ] Yes [ ] No [ ] N/A

Application Approved: [ ] Yes [ ] No Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Total Fee Amt \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

**NOTES:**

\$200 App fee paid 2/10/22 receipt # 24045

## Board

Jennifer Brekke  
CEO, SCOUT Marketing

Anthony J. Buffalano III  
COO & CFO, Southpoint Capital Advisors LP

Pete Capel  
VP, Home Depot

John Carroll  
Battalion Chief, FDNY (Ret.)

Jerry Chan

Jay S. Feldman  
Chairman & CEO, Feldman Automotive Group

Kathy Cunningham  
9/11 Family Member

Joseph D. Davidson  
Colonel, USA (Retired)

Charlie Dilks  
CPO, CCA Global Partners

Peter Dunn  
President, CBS Television Stations

Steven L. Elkin  
CEO, DanABlis

Theresa Fisher  
SVP, CCA Global Partners

Bill Gadulis  
VP Sales, AlohaVik Industries, Inc.

Joel Goldberg  
SVP of Operations, WCBG

Steve Hill  
VP, US Sales & Service, General Motors

John P. Huvane  
Detective, NYPD (Ret.)

Jack Kielty  
Lieutenant, FDNY

Rich Latek  
Director of Marketing, GMC

Tony Lemma  
Regional Vice President, Home Depot

Michael Lentini  
President Champion Windows/Citiquiet Windows

Jack Oehm  
Battalion Commander, FDNY (Ret.)

Jean R. Ringhoff  
VP, Northfield Bank

John Turturro  
Actor/Writer/Director



2361 Hylan Boulevard  
Staten Island, New York, 10306  
Office: 718.987.1931  
Fax: 718.987.3909

January 25, 2022

To Whom It May Concern,

This letter is to certify that Jolin Lowry is working with the Tunnel to Towers Foundation in the capacity of a Volunteer Race Director in Puget Sound, WA. We are proud to have Jennifer working with our Foundation and the entire Stephen's Squad volunteer committee in Puget Sound, WA. Every event planned by volunteers across the country serves as the Foundation's opportunity to raise funds and honor first responders and veterans.

The Foundation was born out of one of the many tragic stories on 9/11. Stephen Siller was a NYC firefighter that sacrificed his life in order to save others on 9/11. He was heading out to golf with his brothers on that fateful day when he received a call about a plane crashing into the World Trade Center. He didn't even have time to think before he went back to his firehouse to assist his squad. They had already left to respond, so he strapped 60 pounds of gear on his back and raced, ultimately to his death, through the Brooklyn Battery Tunnel to the World Trade Center. The Foundation was created by Stephen's siblings with the hope that "doing good" would put things back into perspective after such a tragic loss. Their mission is to honor the sacrifice of their brother and all those military and first responders who continue the supreme sacrifice of life and limb for these United States.

To honor the lives lost on September 11, 2001, the Tunnel to Towers Foundation, a non-profit organization, developed the **In the Line of Duty Program**, which provides mortgage free homes to our nation's catastrophically injured veterans and first responders, and Gold Star and fallen first responder families with young children. At the end of 2020, the Foundation had delivered 250 homes.

Through the **Smart Home Program**, the Foundation builds specially adapted mortgage-free **smart homes** that help our

## EXECUTIVE BOARD

Sarah Siller President	Frank Siller Chairman/ CEO	Regina Siller Vogt Secretary	Janis Siller Hannan Vice Chair	Mary Siller Scullin Treasurer / Chief Admin Officer	George Siller Vice Chair	Russell Siller Founding Member 01-'19'	Salvatore Cassano Commissioner FDNY (Ret.)	John V. LaBarbera Battalion Commander, FDNY (Ret.)
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## Board

**Jennifer Brøkke**  
*CEO, SCOUT Marketing*

**Anthony J. Buffalano III**  
*COO & CFO, Southpoint Capital Advisors LP*

**Pete Capel**  
*VP, Home Depot*

**John Carroll**  
*Battalion Chief, FDNY (Ret.)*

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**Jay S. Feldman**  
*Chairman & CEO, Feldman Automotive Group*

**Kathy Cunningham**  
*9/11 Family Member*

**Joseph D. Davidson**  
*Colonel, USA (Retired)*

**Charlie Dilks**  
*CFO, CCA Global Partners*

**Peter Dunn**  
*President, CBS Television Stations*

**Steven L. Elkin**  
*CEO, DuraBlis*

**Theresa Fisher**  
*SVP, CCA Global Partners*

**Bill Gaddis**  
*VP Sales, Mohawk Industrials, Inc.*

**Joel Goldberg**  
*SVP of Operations, WCBS*

**Steve Hill**  
*VP, US Sales & Service, General Motors*

**John P. Kuvane**  
*Detective, NYPD (Ret.)*

**Jack Kiefty**  
*Lieutenant, FDNY*

**Rich Latek**  
*Director of Marketing, GMC*

**Tony Lemma**  
*Regional Vice President, Home Depot*

**Michael Lentini**  
*President Champion Windows/Cilliquiet Windows*

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*Battalion Commander, FDNY (Ret.)*

**Jean R. Ringhoff**  
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**John Turturro**  
*Actor/Writer/Director*



**2361 Hylan Boulevard**  
Staten Island, New York, 10306  
Office: 718.987.1931  
Fax: 718.987.3909

most catastrophically injured veterans and first responders reclaim their day-to-day independence. Through the **Fallen First Responder Program**, the Foundation pays off the mortgages for the families of law enforcement officers and firefighters who are killed in the line of duty with young children. Through the **Gold Star Family Home Program**, the Foundation honors the legacy of those who have made the ultimate sacrifice while serving our country by providing the surviving spouses and young children with mortgage-free homes.

Lastly, we at the Foundation are extremely proud of our high ranking of four stars with Charity Navigator, a third party watchdog for non-profit organizations. We can only do this because of our generous donors and our grassroots volunteer supporters.

If you have any questions about our events, our volunteer race directors or the Foundation, please do not hesitate to contact me at the number below.

Sincerely,  
*Jennifer McGurk*  
**Jennifer McGurk**  
**347-708-9391**  
[Jennifer.McGurk@tunnel2towers.org](mailto:Jennifer.McGurk@tunnel2towers.org)  
**Coordinator, National Run & Climb Series**

## EXECUTIVE BOARD

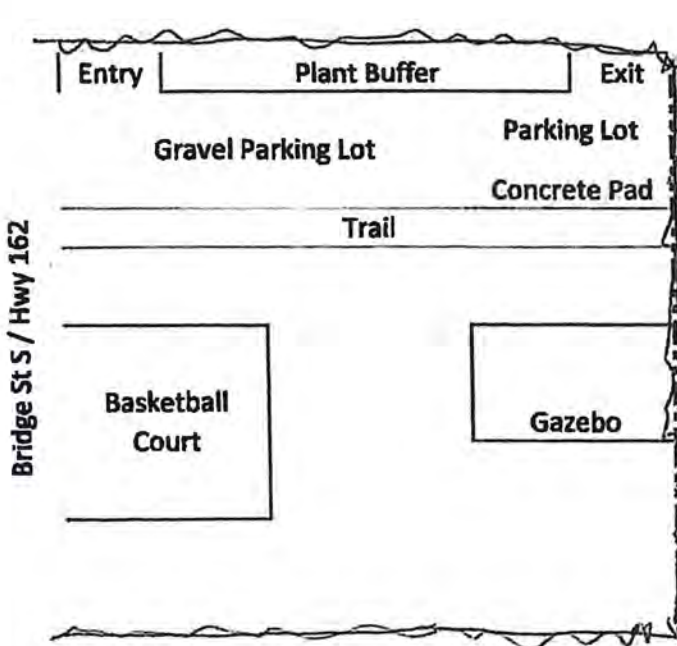
<b>Sarah Siller</b> <i>President</i>	<b>Frank Siller</b> <i>Chairman/ CEO</i>	<b>Regina Siller Vogt</b> <i>Secretary</i>	<b>Janis Siller Hannan</b> <i>Vice Chair</i>	<b>Mary Siller Scullin</b> <i>Treasurer / Chief Admin Officer</i>	<b>George Siller</b> <i>Vice Chair</i>	<b>Russell Siller</b> <i>Founding Member 01-'19'</i>	<b>Salvatore Cassano</b> <i>Commissioner FDNY (Ret.)</i>	<b>John V. LaBarbera</b> <i>Battalion Commander, FDNY (Ret.)</i>
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← Harman Way S

Corrin Ave E

Post Office

Eagles



Van Scoyoc Ave E

BARRICADES

Entry | Plant Buffer | Exit

Gravel Parking Lot

Trail

Train St SW

Tower

Train St SW

BBQ Area

Playground

Restroom

Washington Ave / Hwy 162

Bridge St SE

Train St SE

Calistoga St E

Orting City Park



← are the areas requesting to use

**Distances**

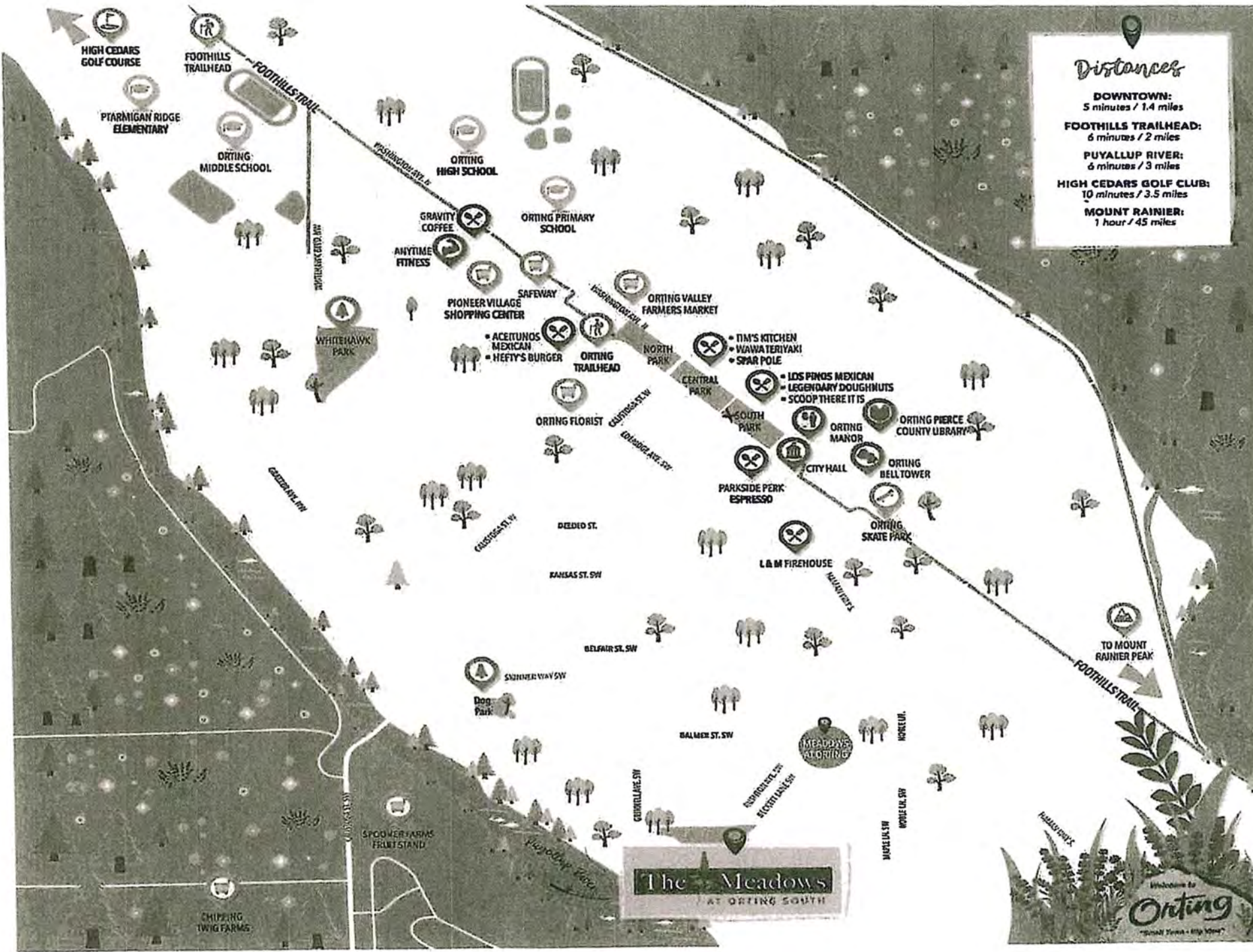
**DOWNTOWN:**  
5 minutes / 1.4 miles

**FOOTHILLS TRAILHEAD:**  
6 minutes / 2 miles

**PUYALLUP RIVER:**  
6 minutes / 3 miles

**HIGH CEDARS GOLF CLUB:**  
10 minutes / 3.5 miles

**MOUNT RAINIER:**  
1 hour / 45 miles



**The Meadows**  
AT ORTING SOUTH

Welcome to  
**Orting**  
"Small Town • Big View"



**CITY OF ORTING**  
**Policy No. 2017-1**

**Special Event Sponsorship Policy**

**Mission Statement: The City of Orting supports the development of events and activities that are vibrant and active and bring significant value to its citizens.**

**Section 1. Baseline Criteria for all Sponsored Events**

Sponsorship is extended to events that serve valid municipal purposes for which the City Council approves use of city facilities and services by a non-profit group without charge. Sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community.

To qualify for sponsorship, an approved event must:

1. Be one where all citizens can reasonably participate;
2. Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating a City's history and;
3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City.

All groups proposing events which seek sponsorship by the City of Orting must meet these baseline criteria:

1. Organizations must be a non-profit that is actively registered with the Secretary of State.
2. Organizations must fill out the Special Event Application and carry their own liability insurance that complies with the terms of Section IV of this policy.

Approved 4.26.17. 2

## **Section II. What Sponsorship May Include for Sponsored Events:**

The City offers two “tiers” of sponsorship, with differing levels of support offered by the City depending upon the City’s determination of the value added by the event to the community.

### **Tier #1:**

**The following are examples of Tier #1 type events and available locations, and any special requirements therefor:**

**Gazebo or BBQ Area or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City’s insurance and indemnification requirements (see Section IV of this Policy).

**North Park-** For Event more than 1 day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City’s insurance and indemnification requirements (see Section IV of this Policy). Organization must also purchase a City Business License Blanket Permit.

### **Tier #1~Sponsorship May Include:**

- City Logo on Event
- City Has a Booth at No Charge
- Reader Board
- Website
- Facility Usage at No Fee
- City to display banner over Washington Avenue at no fee.

### **Tier #2:**

**The following are examples of Tier #2 type events and available locations, and any special requirements therefor:**

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City’s insurance and indemnification requirements (see Section IV of this Policy). Must purchase a City Business License Blanket Permit.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City’s insurance and indemnification requirements (see Section IV of this Policy). Must purchase a City Business License Blanket Permit.

Approved 4.26.17. 2



### **Tier #2~Sponsorship May Include:**

- City Logo on Event
- City Has a Booth at No Charge
- Reader Board
- Website
- Facility Usage at No Fee
- Spider Box Usage
- 1 Maintenance Staff 8 hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones but not stay for event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to display banner over Washington Avenue at no fee

### **Section III. Process for seeking Sponsorship:**

All groups seeking sponsorship must submit a written request to the Council's Community and Governmental Affairs Committee (CGA), at least 60 days prior to the month in which they are seeking services and/or facilities. The group shall provide ten (10) copies of the written submission to the City Administrator by the aforementioned deadline, and the written submission shall comply with the following

1. The written submission can be simple, such as a brief letter along with the Special Event Application, but it must clearly define the purpose of the event, including reference to a valid municipal purpose, and who it serves. All requested services/facility use must be specified in the letter of request.
2. Any deviation at the time of the event from the use proposed in the written submission may result in the immediate termination of the City's sponsorship of the event.
3. A representative of the group must attend the CGA Committee meeting in order to answer any questions.
4. The CGA Committee will review applications prior to recommendation to the City Council for final determination by Resolution.

Approved 4.26.17. 2

5. When approved, all materials distributed by the Organization pertaining to the City Sponsored event must contain the City of Orting logo.
6. An authorized representative of the group shall execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification (described in Section IV).
7. Within sixty (60) days of the City-Sponsored Event, the Group shall provide a written report and may give an additional oral report at a City Council Meeting to the City Council about the event, including but not limited to the following topics:
  - Summarize the event.
  - Were the event's objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
  - Reference the event's budget. Provide an analysis of actual expenses and income in relation to the projected budget.
  - Provide a good faith best-estimate of actual attendance at the event.
  - Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

## **Section IV.**

### **Insurance & Indemnity Requirements for City-Sponsored Events**

All organizations selected to host City-Sponsored events pursuant to this policy shall execute an agreement with the City prior to the event, and said agreement shall include the following requirements pertaining to indemnification and insurance:

#### **1. Indemnification / Hold Harmless**

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

#### **2. 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

Approved 4.26.17. 2

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.

Jolin Lowry  
7407 53<sup>rd</sup> St. W.  
University Place, WA 98467  
253 312 6002  
[jolinl061@gmail.com](mailto:jolinl061@gmail.com)

January 31, 2022

Don Tracy  
City of Orting  
PO Box 489  
Orting, WA 98360

Dear Mr. Tracy,

My name is Jolin Lowry, and I am the Volunteer Director with Tunnel to Towers Foundation 5k run/walk for the Puget Sound area.

I am contacting you regarding the Special Event Sponsorship application for the Tunnel to Towers 5k run/walk scheduled on the Orting Trail on September 17, 2022.

The Tunnel to Towers Foundation honors the lives lost on September 11, 2001. It is a non-profit organization that has created programs such as; the Line of Duty Program, which provides mortgage-free homes, and the Smart Home Program that builds specially adapted mortgage-free homes to both catastrophically injured veterans and Fallen First Responders. There is a recipient from our area that has benefited from this program.

The Tunnel to Towers Foundation's vision is to Honor and Remember the Fallen and injured Veterans and First Responders and educate our youth. Every student attending K – 12<sup>th</sup> grades had not been born when 9/11 occurred. My goal is to involve the schools in Orting and the surrounding areas in the 5k run/walk event. Also, to involve First Responders, Military personnel, and Wreath across America organization since the Washington Old Soldiers Home Cemetery is part of Orting.

I am applying for the Tier 2 Sponsorship with the City. A few items that will not be needed are; dealing with any train blockage, hanging and removing a banner, barricades, cones, and traffic signs. Regarding the Police Department, I will not need the barricades, cones, traffic signs involving them, but I would appreciate their presence for the safety of all participants, volunteers, and citizens. Since this event is to honor

First Responders, I would like to include the Police and Fire Departments so that I may recognize and thank them for their service.

I look forward to attending the CGA meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Jolin Lowry". The signature is stylized with a large initial "J" and a long, sweeping underline.

**Tunnel to Towers Volunteer Director**

Jolin Lowry  
7407 53<sup>rd</sup> St. W.  
University Place, WA 98467  
253 312 6002  
[jolinl061@gmail.com](mailto:jolinl061@gmail.com)

January 31, 2022

Tod Gunther  
City of Orting  
PO Box 489  
Orting, WA 98360

Dear Mr. Gunther,

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First Responders, I would like to include the Police and Fire Departments so that I may recognize and thank them for their service.

I look forward to attending the CGA meeting.

Sincerely,



Colin Lowry

Tunnel to Towers Volunteer Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Lambros Insurance Services Inc, 4 West Red Oak Lane, White Plains, NY 10604
INSURED: Stephen Siller Tunnel To Towers Foundation, 2361 Hylan Boulevard, Staten Island, NY 10306
CONTACT NAME, PHONE, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Excess Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: T2T Run/Walk Puget Sound, WA 9/17/22

CERTIFICATE HOLDER

CANCELLATION

City of Orting, 104 Bridge St S, PO Box 489, Orting, WA 98360

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]





**CITY OF ORTING**  
110 TRAIN ST. SE • P.O. BOX 489  
ORTING, WA 98360-0489  
(360) 893-2219  
Small Town Big View

24045

Receipt Number:

Two Hundred and 0/100's Dollars  
Received From:  
Tunnel to Towers Foundation 5k Series  
2361 Hylan Blvd.  
Staten Island, NY 10306

Amount  
\$200.00

Date  
2/10/2022

Receipt Number  
24045

Printed By  
DCharchenko

Check  
7002

\$200.00

001.362.40.04.00 - Special Event - 5k Run - Siller - 09/17/22

DEPARTMENT COPY



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Rock Festival Sponsorship.	<b>AB22-39</b>	<b>CGA</b>		
		<b>5.4.2022</b>		
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>4.29.2022</b>		
<b>Cost of Item:</b>	<u>\$N/A</u>			
<b>Amount Budgeted:</b>	<u>\$N/A</u>			
<b>Unexpended Balance:</b>	<u>\$ N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Orting Rock Festival. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol> <p>The event organizer is requesting a City grant of funds in the amount of \$3000.00 to help with costs for the event.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
TBD.				



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-2219 or 253-262-7842  
 Fax: 360.893.6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** \_\_\_\_\_

NAME OF APPLICANT: Chris Hopfauf

NAME OF ORGANIZATION: ORTING ROCK FESTIVAL Assn.

ARE YOU NON-PROFIT: [ ] Yes  No IF YES, UBI#: \_\_\_\_\_

MAILING ADDRESS: P.O. Box 1702 Orting WA 98360

EMAIL ADDRESS: bugleboyhop@gmail.com

NAME OF EVENT: ORTING ROCK FESTIVAL

TYPE OF EVENT (parade, festival, etc.): Music FESTIVAL

DATE(S) OF EVENT: Saturday July 16<sup>th</sup> 2022

TIME(S) OF EVENT: Set-Up 7 am Start of Event 12 pm

End of Event 9 pm Exit Time 10 pm

PRIMARY CONTACT NAME: Chris Hopfaut PHONE: 253-820-3184  
PRIMARY CONTACT EMAIL: bugleboyhop@gmail.com  
DAY OF CONTACT NAME: Chris Hopfaut PHONE: 253-820-3184  
DAY OF CONTACT EMAIL: bugleboyhop@gmail.com  
ALTERNATE CONTACT: Mike Knaack PHONE: 253-370-5171

## FOR ALL SPECIAL EVENTS:

### TYPE OF EVENT:

- Festival/Carnival/Fair  
 Parade  
 Run/Race (If you do not require the use of City parks or facilities, you do not need to complete this application. You will need to submit a separate trail use application.)  
 Walk Procession/Organized Rally  
 March  
 Block Party  
 Demonstration  
 Other (Specify) \_\_\_\_\_

### FACILITIES & PARKS USAGE REQUESTED (please attached rental rates):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> BBQ Area          | <input checked="" type="checkbox"/> Gazebo                        |
| <input checked="" type="checkbox"/> Basketball Court  | <input checked="" type="checkbox"/> City Park grass areas (south) |
| <input type="checkbox"/> Multi-Purpose Center (MPC)   | <input checked="" type="checkbox"/> Orting Station                |
| <input checked="" type="checkbox"/> Fountain Pavilion | <input checked="" type="checkbox"/> North Park grass area         |

### If the Event is providing for the following, what arrangements will be in place?

Will you have additional garbage service and where will they be placed (show on Map)?

\_\_\_\_\_

Will you have adequate restroom facilities and where will they be placed (show on Map)?

Two extra Sanit cans will be provided by Drain Pros

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?

2-3 Food trucks/vendors will be on Train St.

**ADDITIONAL SERVICES:** Will you need additional services for a Non-Sponsored event, or from the City that are not covered under Tier 1 or Tier 2 for a Sponsored Event?  Yes  No

**City Services** (please mark all that apply)

<u>City Services</u>	<u>Price</u>	<u>Total Price</u>
<input type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ <u>20.00</u>
<input type="checkbox"/> 2 Standard Port-a-Potties(Delivery/Pick Up/Cleaning)	\$150/event	\$ _____
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ <u>50.00</u>
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ <u>50.00</u>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____
<input checked="" type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ <u>195.00</u>
<input checked="" type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ <u>160.00</u>
*See attached rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>100</u>

Total For Special Event Services \$ 575.00  
 Special Event Fee \$200

TOTAL TO BE PAID ~~\$775.00~~ 775.00

**BANNER REQUEST:** Please complete the following if you would like a banner in place across Washington Ave./SR 162 before and/or during your event.

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

Requested period for the banner to be displayed: 6/1/22 through 6/18/22  
 \*The banner may only be across SR 162 for 2 weeks\*

Material Type: Vinyle Size: 3' x 20' Thickness: \_\_\_\_\_  
 How many cuts are on banner? \_\_\_\_\_ One sided or two-sided?  One [ ] Two

**VENDORS:** Will there be any vendors?  Yes [ ] No

If yes, vendors are required to purchase a City of Orting Business License through the State of Washington prior to the event or the Applicant (Event) must purchase a Blanket License to cover all vendors. (Resolution 2011-12)

It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting.

**PARADE INFORMATION:** Will a parade be part of this event? [ ] Yes [X] No

If yes, please answer the following:

PARADE START TIME: \_\_\_\_\_ START LOCATION (show on map): \_\_\_\_\_

STAGING AREA – WHERE/WHAT TIME (show on map): \_\_\_\_\_

PARADE ROUTE (show on map): \_\_\_\_\_

WILL HORSES OR OTHER ANIMALS BE IN PARADE? [ ] Yes [ ] No

If yes, approximately how many animals? \_\_\_\_\_

**\*You will be responsible for cleaning up after animals participating in the parade\***

WOULD YOU LIKE THE POLICE OR FIRE DEPARTMENT TO PARTICIPATE IN THE PARADE?

[ ] Yes [ ] No

**OTHER:**

ARE YOU PLANNING TO CLOSE SR 162 (WASHINGTON AVE.) TO TRAFFIC? [ ] Yes [X] No

If Yes, you will need to coordinate with WSDOT to approve the road closure. Visit <https://wsdot.wa.gov/about/contacts> for more information.

ARE YOU PLANNING TO CLOSE ANY OTHER LOCAL STREETS? [X] Yes [ ] No

If yes, which streets (show on map)?

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)

N/D

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)

DOOR TO DOOR - Social Media

I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. Initials: CA

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials: CA

I understand that in the planning of activity I must allow for a 20ft access for emergency vehicles and also notify adjacent homeowners and businesses. Initials: CA

Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer. Initials: CA

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional Insurer (please attach).**

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: CA

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization identified in Section II of this Application, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property. Initials: CA

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: Christopher A Hoplauf DATE: \_\_\_\_\_

PRINT NAME: Chris Hoplauf

Title/Role with Organization: GM/Treasurer

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

Mail to:  
City of Orting  
Attention: Special Events  
PO Box 489  
Orting, WA 98360

Or

Stop by:  
City Hall  
104 Bridge St S  
Orting, WA 98360

\*If you have questions regarding the application please call (253) 262-7842\*

\*\*A receipt showing payment is **NOT** approval of the event\*\*

## City of Orting Sponsorship Application

Are you requesting City sponsorship?  Yes  No

If no, please skip to the *FOR ALL SPECIAL EVENTS*

### CITY SPONSORSHIP OF A SPECIAL EVENT:

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy. Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting to answer any questions regarding the request.

Applicants seeking City Sponsorship must meet these baseline criteria, and to qualify for City Sponsorship the event must abide by all requirements of the Policy, including:

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's History.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and the tier of sponsorship requested (see Section III of this Application for more information);
- Proof of liability insurance that compiles with the terms of Section IV of the City Special Event Sponsorship Policy.

There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "Tier." The City offers two "Tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community:

### Which Tier level of sponsorship are you asking for?

#### Tier 1:

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

**Gazebo, BBQ Area, or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.



**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 1~ Sponsorship includes:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

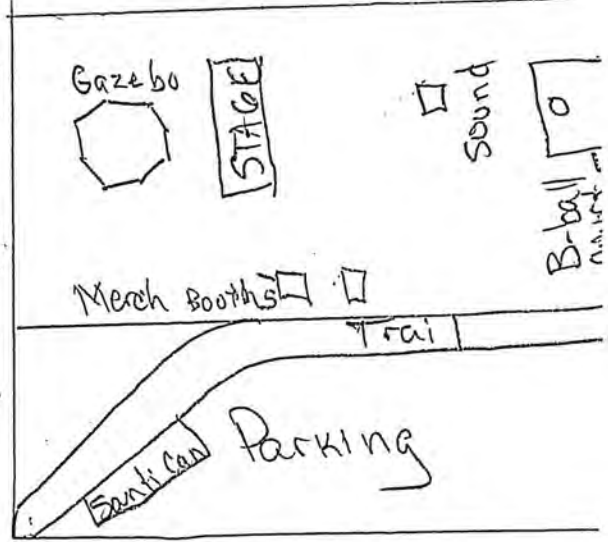
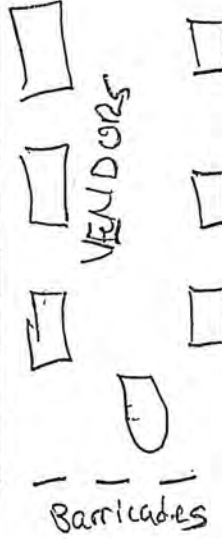
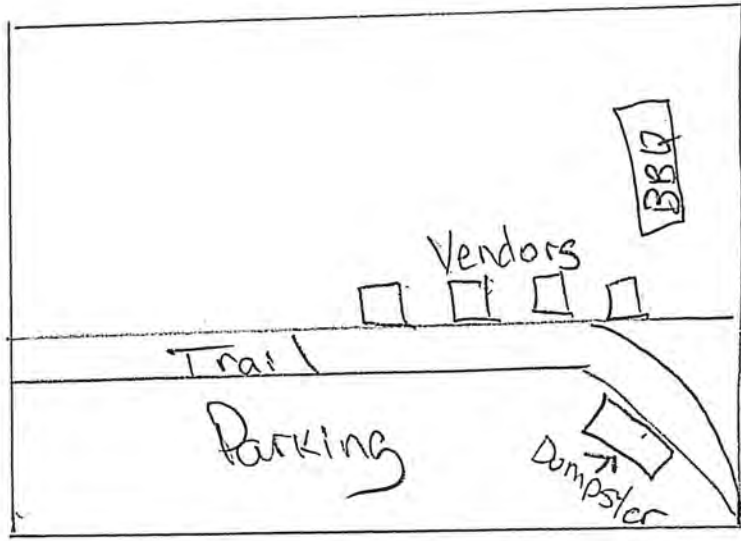
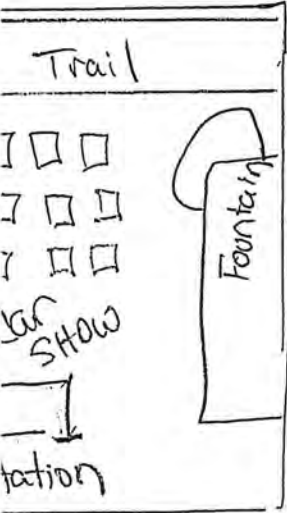
- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.

Train St.

# Washington

Barricades



B-ball  
arena

# Van Scoyoc

Train St.

## BANNER PERMIT APPLICATION

This Banner Permit Application allows the City and WSDOT to keep track of a Banner across SR 162. The Application and Payment must be submitted prior to approval of the banner. Please see the banner requirements on the back of the form prior to application and payment turned in for a banner to be placed over the road. Before the installation the City of Orting will contact WSDOT as part of the permitting process. When the Banner is approved by WSDOT the City of Orting will notify you. Please allow up to 3 weeks for approval.

**This form must be completed IN FULL each time a banner is to be installed.**

**\*\*Name, Date and Event Sponsors are ONLY allowed on the banner for it to be approved by WSDOT\*\***

Name of Applicant: Chris Hopfaut Sponsoring Unit: ORTING ROCK FESTIVAL  
 Phone: 253-820-3184 Email: bugleboyhop@gmail.com

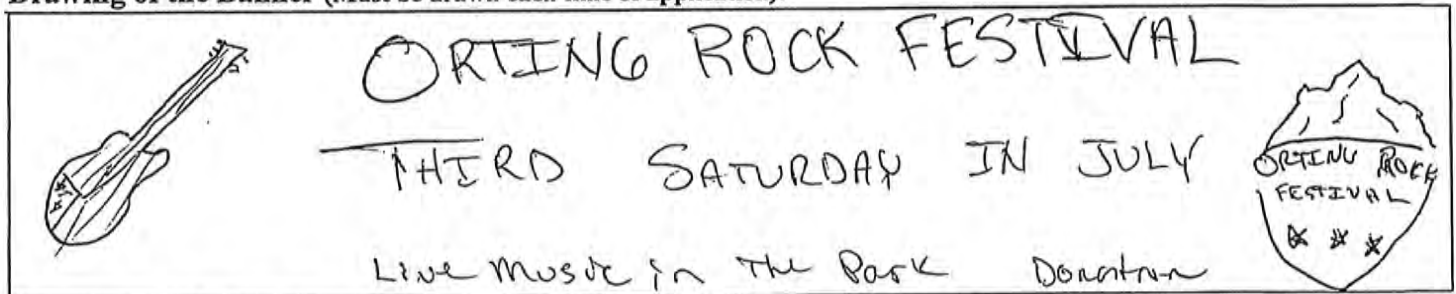
Location of Banner Preferred (MARK ONE):  
 SR162 & KeyBank Sign \$35.00  
 SR162 & Leber \$35.00

Date of Banner to be placed across: 7/1/22 to 7/16/22  
 (Please note that a banner may only be across the road for no more than 2 weeks at a time.)

Type and Purpose of Banner in Detail (Size, Writing, Colors, One/Two sided, etc.):

<u>One sided, one color (Black letters on white banner)</u>
<u>Orting Rock Festival - Promotional</u>

Drawing of the Banner (Must be drawn each time of application):



Signature: Christopher A Hopfaut Date 2/20/22

**Official Use Only:**

Received Request:	Amount Paid _____	Date ___/___/___	Intls: _____
Email to WSDOT:	Date ___/___/___	Intls: _____	(Please Attach)
Confirmation from WSDOT:	Date ___/___/___	Intls: _____	(Please Attach)
Notification to Applicant:	Date ___/___/___	Intls: _____	Point of Contact: _____



STATE OF WASHINGTON

# BUSINESS LICENSE

Association

ORTING ROCK FESTIVAL ASSOCIATION  
201 ELDREDGE AVE SW  
ORTING WA 98360-1007

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

ORTING HOME OCCUPATION BUSINESS - ACTIVE

REGISTERED TRADE NAMES:

ORTING ROCK FESTIVAL

Issue Date: Apr 08, 2022

Unified Business ID #: 604216351

Business ID #: 001

Location: 0002

Expires: Mar 31, 2023

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604216351 001 0002

Expires: Mar 31, 2023

ORTING ROCK FESTIVAL ASSOCIATION  
201 ELDREDGE AVE SW  
ORTING WA 98360-1007

TAX REGISTRATION - ACTIVE  
ORTING HOME OCCUPATION BUSINESS - ACTIVE

Director, Department of Revenue



**WASHINGTON**  
**Secretary of State**  
Corporations & Charities Division

Corporations and Charities Division

**Physical/Overnight address:**

801 Capitol Way S  
Olympia, WA 98501-1226

**Mailing address:**

PO Box 40234  
Olympia, WA 98504-0234  
Tel: 360.725.0377  
[sos.wa.gov/corps](http://sos.wa.gov/corps)

04/07/2022

ORTING ROCK FESTIVAL ASSOCIATION  
ORTING ROCK FESTIVAL ASSOCIATION  
PO BOX 1702  
ORTING WA 98360-1702

**UBI Number: 604 207 887**

**Business Name: ORTING ROCK FESTIVAL ASSOCIATION**

**Expiration Date: 01/31/2023**

Dear ORTING ROCK FESTIVAL ASSOCIATION,

Thank you for your recent submission. This letter is to confirm that the following documents have been received and successfully filed:

**REINSTATEMENT**

You can view and download your filed document(s) for no charge at our website, [www.sos.wa.gov/ccfs](http://www.sos.wa.gov/ccfs)

If you haven't already, please sign up for a user account on our website, [www.sos.wa.gov/ccfs](http://www.sos.wa.gov/ccfs) to file online, conduct searches, and receive status updates.

Please contact our office at [corps@sos.wa.gov](mailto:corps@sos.wa.gov) or (360) 725-0377 if you have any questions.

Sincerely,

Corporations and Charities Division  
Office of the Secretary of State  
[www.sos.wa.gov/corps](http://www.sos.wa.gov/corps)

# **Orting Rock Festival 2022**



## **Budget**

- **Stage Rental - \$2,000.00**
- **Event Insurance - \$700.00**
- **Orting City Permit/Fees - \$800.00**
- **Sound /Crew - \$500.00**
- **501-C3 Renewal - \$125.00**
- **Business License Renewal - \$90.00**
- **Raffle Items - \$500.00**
- **T-Shirts - \$325.00**
- **Vinyl Decals For Shirts - \$100.00**
- **Wristbands - \$100.00**
- **Guitar Picks - \$45.00**
- **Total \$5,285.00**

For City Use Only

Date Application Received: \_\_\_\_\_ Dept. Meeting Date: \_\_\_\_\_

Event Application Completed:  Yes  No Certificate of Insurance:  Yes  No

Detailed Event Map:  Yes  No WSDOT Street Closure Permit:  Yes  No  N/A

Application Approved:  Yes  No Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Total Fee Amt \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

NOTES:

## FACILITY RENTAL RATES

### MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	Resident	Non-Resident	Non-Profit Organization
Full day M-F	\$150.00	\$200.00	\$20.00
Half day (5 hours) M-F	\$100.00	\$150.00	\$20.00
Full day Sat/Sun	\$200.00	\$250.00	\$100.00
Half day (5 hours) Sat/Sun	\$150.00	\$200.00	\$50.00

### ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

	Resident	Non-Resident	Non-Profit Organization
Full day (any day)	\$100.00	\$200.00	\$50.00
Half day (5 hours)	\$50.00	\$100.00	\$25.00

### COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$30.00	\$60.00	\$20.00

### GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$30.00	\$60.00	\$20.00





# Orting Rock Festival

Hello Orting business owners and supporters of the Orting Rock Festival. We are once again seeking sponsorship for our Original Artist charity event that takes place on the third Saturday in July. Our charities are The Orting Food Bank and The Haven Teen Center. July 16th is the date of our annual event, and this will be our 6th year of bringing live music to our beautiful City Park. We are slated to host 8 bands in one day which will require permits, stage rental with deposit, sound crew, insurance and other expenses equaling over \$5,000.00 which is nearly double what it has cost us in the past.

Will you Help us Help Orting and at the same time support our local Original Artists?

Those who sponsor \$200.00 or more will have their banner/flag displayed at the event and will be mentioned during intermission.

Thank You for your support!

Sincerely, The Orting Rock Festival Association

501c3 UBI 604 207 887

# **Orting Rock Festival 2022**



## **Budget**

- **Stage Rental - \$2,000.00**
- **Event Insurance - \$700.00**
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- **Guitar Picks - \$45.00**
- **Total \$5,285.00**



**WASHINGTON**  
**Secretary of State**  
Corporations & Charities Division

Corporations and Charities Division

**Physical/Overnight address:**

801 Capitol Way S  
Olympia, WA 98501-1226

**Mailing address:**

PO Box 40234  
Olympia, WA 98504-0234  
Tel: 360.725.0377  
[sos.wa.gov/corps](http://sos.wa.gov/corps)

04/07/2022

ORTING ROCK FESTIVAL ASSOCIATION  
ORTING ROCK FESTIVAL ASSOCIATION  
PO BOX 1702  
ORTING WA 98360-1702

**UBI Number: 604 207 887**

**Business Name: ORTING ROCK FESTIVAL ASSOCIATION**

**Expiration Date: 01/31/2023**

Dear ORTING ROCK FESTIVAL ASSOCIATION,

Thank you for your recent submission. This letter is to confirm that the following documents have been received and successfully filed:

REINSTATEMENT

You can view and download your filed document(s) for no charge at our website, [www.sos.wa.gov/ccfs](http://www.sos.wa.gov/ccfs)

If you haven't already, please sign up for a user account on our website, [www.sos.wa.gov/ccfs](http://www.sos.wa.gov/ccfs) to file online, conduct searches, and receive status updates.

Please contact our office at [corps@sos.wa.gov](mailto:corps@sos.wa.gov) or (360) 725-0377 if you have any questions.

Sincerely,

Corporations and Charities Division  
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STATE OF WASHINGTON

# BUSINESS LICENSE

**Association**

ORTING ROCK FESTIVAL ASSOCIATION  
201 ELDREDGE AVE SW  
ORTING WA 98360-1007

TAX REGISTRATION - ACTIVE

**CITY ENDORSEMENTS:**

ORTING HOME OCCUPATION BUSINESS - ACTIVE

**REGISTERED TRADE NAMES:**

ORTING ROCK FESTIVAL

Issue Date: Apr 08, 2022

Unified Business ID #: 604216351

Business ID #: 001

Location: 0002

Expires: Mar 31, 2023

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 604216351 001 0002

STATE OF WASHINGTON

Expires: Mar 31, 2023

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Sincerely,

Corporations and Charities Division  
Office of the Secretary of State

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# **Orting Rock Festival 2022**



## **Budget**

- **Stage Rental - \$2,000.00**
- **Event Insurance - \$700.00**
- **Orting City Permit/Fees - \$800.00**
- **Sound /Crew - \$500.00**
- **501-C3 Renewal - \$125.00**
- **Business License Renewal - \$90.00**
- **Raffle Items - \$500.00**
- **T-Shirts - \$325.00**
- **Vinyl Decals For Shirts - \$100.00**
- **Wristbands - \$100.00**
- **Guitar Picks - \$45.00**
- **Total \$5,285.00**



## CITY OF ORTING

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104 BRIDGE ST. S, PO BOX 489, ORTING WA 98360  
Phone: (360) 893-2219 FAX: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

### **Orting City Hall Public Meeting Room Policies and Application**

Thank you for selecting the City of Orting's meeting room for your meeting site.

Our facilities are available for citizens and organizations to conduct non-profit, civic, community and cultural or educational related activities.

Guidelines have been established to ensure a successful rental for community members, organizations and the city. Please review the attached Public Meeting Room Guidelines and Policies **and Public Meeting Room Application**. Applications should be submitted to the Orting City Hall, City Clerk's Office, 104 Bridge Street South, or by e-mail to [clerk@cityoforting.org](mailto:clerk@cityoforting.org).

- Reservations are tentative until confirmed by City staff and paid in full. Payment may be made by cash, check and credit cards. Please make checks payable to the City of Orting.
- Rental times must include set-up and clean-up.
- For use of Audio/Visual equipment, training must be arranged prior to the reservation date.
- Tables and additional chairs are available in the Council Chambers, by request and based on what the city has available.
- All audio equipment (microphones and podium/microphone) must be moved and/or disconnected by City staff only.

If you have any questions please contact the City Clerk at (360) 893-9002.



## **Orting City Hall Public Meeting Room Guidelines and Policies**

Thank you for selecting the City of Orting's meeting room for your meeting site. Guidelines and procedures have been established to ensure a successful rental for community members, organizations and the city. To ensure a successful rental for all, the following guidelines have been prepared for use of the meeting rooms.

### **Hours of Use**

- Rooms will be available during City Business hours of 8:00 am to 5:00 pm

### **The City of Orting has priority for meeting rooms for city business.**

- City of Orting activities, including programs presented by city staff or other organizations affiliated with the city have priority. During public use hours, when meeting rooms are not being used by the city, they are available for use by citizens and organizations gathering to conduct non-profit, civic, community and cultural, educational related activities or professional meetings. By opening up the City's meeting rooms to public use, the City intends to create a limited public forum in which public uses are restricted in a manner consistent with the City's civic mission and that does not allow uses that would interfere with the governmental functions of the City. The City reserves the right to close the meeting rooms to public use and terminate the limited public forum at any time.
- Although the City will make every attempt to find alternative facilities, the City reserves the right, with the City Administrator's approval, to cancel a reservation and use the facility for City purposes.

### **Available Rooms and Room Capacity**

- City Council Chambers: Capacity: 80 chairs
- Training Room: Capacity: 20 chairs

Room assignment will be based on occupancy of such room and the applicant's needs.

The City reserves the right to refuse reservations to any individual, organization or event.

**Fees for Use (minimum 1-hour fee charge)**

- Meeting rooms are not considered reserved until the fees are paid. Cash, check and credit cards may be used for payment. Please make checks payable to the City of Orting and pay City Hall (or mail to: PO Box 489, Orting, WA 98360).

	Conference Room	Council Chambers
City Purposes	\$0	\$0
Non profit & other government 501(c)3 or 501(c)6	\$5/hr	\$5/hr
Private	\$25/hr	\$40/hr
<b>Other Fees</b>		
A cleaning fee may be billed at the rate of \$50.00 per hour if meeting space is not left in order.		
A damage fee may be billed, for any damage to the rooms/furniture.		
Lost key fee - \$100		

**To Reserve a Meeting Room**

- A Public Meeting Room Application must be completed at least five (5) days in advance by contacting 360-893-2219 or emailing the city at [clerk@cityoforting.org](mailto:clerk@cityoforting.org).
- Meeting rooms will not be used for religious worship or other religious purposes, political fundraisers, political advocacy or other partisan campaign events; classrooms as a regular part of any school's curriculum, or the sale of goods or services. Candidate or ballot issue forums that present all opposing viewpoints are acceptable.
- Meeting rooms may not be scheduled more than six months in advance (current month + 5 months). Special events may be approved by the mayor up to one year in advance.
- There is a limit of one meeting per applicant or organization per week, excluding the City of Orting. Exceptions may be granted with the City Administrator's approval for special circumstances.

- The City Clerk's Office will review all reservation requests for completeness and consistency. Approved reservations will be accepted on a first-come, first-served basis. A room is not considered reserved until payment has been processed by the city cashier.
- If a meeting has been cancelled, applicants shall notify the City Clerk's Office at least five (5) business days in advance of the scheduled meeting. Repeated cancellations may result in loss of use.
- Fees are non-refundable if given less than 5 days notification or with the City of Orting's approval for extenuating circumstances beyond the applicant's control.
- The City of Orting reserves the right to deny or cancel the use of its facilities when it is deemed by the City Administrator that persons or property might be endangered, that City business operations might be disrupted, that the activity is illegal under federal, state or local law, or when the activity is likely to incite illegal, violent, or otherwise uncivil behavior.
- Although the City will make every reasonable attempt to find alternative facilities, the City reserves the right, with the City Administrator's approval, to cancel a reservation and use the facility for City purposes.

### **Appeal**

- Any person whose request for a room reservation is denied or revoked may appeal the denial or revocation to the City Council. In order to prevail in any such appeal, the appellant must demonstrate that the denial or revocation is contrary to the guidelines and procedures set forth above.

### **User Responsibilities**

- A responsible adult over the age of 21 shall be present at all times. If children are present, they must be supervised at all times.
- The noise level in the lobby area during business hours shall be kept to a minimum.
- Meeting room doors must be closed while conducting meetings during normal business hours.
- The conduct of the meeting will be respectable and well governed.
- The sponsoring group/organization will be responsible for the provision of any specific non-facility ADA required accommodations.

- No group may consider the Orting City Hall its permanent meeting place, use storage or use the city hall as its mailing address.
- Set-up and clean-up are the responsibility of the user. Meeting rooms must be returned to their original condition to avoid cleaning fees.

### **Prohibited Activities**

- Alcoholic beverages are not permitted in this facility or on this property.
- The use of tobacco products are not permitted on City Hall property.
- No animals/pets are allowed in the meeting room except for guide or service dogs.
- Use of hazardous materials is prohibited.

### **Food and Beverages**

- Prior approval of food and drink in the meeting rooms must be granted by the City Clerk's Office and must be indicated on the application. All refreshments and drinks shall be consumed inside the meeting room. Applicants are expected to clean the room and leave it as they found it; an additional cleaning fee may be required for the city council chambers if food is served.

### **Office Equipment**

- Office equipment such as conference room phones, copiers, printers, etc. is off limits for public use. Groups wishing to bring audio visual or electronic equipment in from another source must have prior approval.
- Use of personal laptops for video conferences purposes is acceptable.

### **Public Parking**

- Public parking is available in the parking lot in the Parks north of City Hall. Please do not park in the spaces along Washington Avenue unless you need to utilize the wheelchair parking.

### **Room Configuration/Cleaning**

- Tables and chairs in each room are available for your use. Furniture must remain in its appropriate room. You are responsible for returning the meeting room to the form you found it in. The room shall be vacated by the ending time indicated on the room application.

- No decorations or application of materials to walls or floors are allowed. Corkboards and white boards may be used with the appropriate markers.
- Applicants are required to remove, at their expense, any equipment or furnishings not included with the Public Meeting Room Application. All garbage must be put in the proper trash bins.
- Counter tops and tables shall be cleaned. Debris shall be removed from the carpet.



**CGA Committee Agenda**  
***April 6th, 2022***  
**8:15am**

**Tod Gunther, Councilmember, Chair**  
**Don Tracy, Councilmember**  
**Kim Agfalvi, City Clerk**  
**Scott Larson, City Administrator**  
**Gretchen Russo, Finance Director**

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**1. Call to Order.**

The meeting was called to order at 8:16am.

**2. Parks Report.**

City Clerk Kim Agfalvi updated on the upcoming Daffodil parade on April 9<sup>th</sup>, 2022 and briefed on parade day specifics.

**3. Public Comments.**

No public comments.

**4. Agenda Items**

**A. Comprehensive Plan Amendments.**

City Planner Emily Adams updated on the annual comprehensive plan cycle. She stated that two applications were received, one from staff at the City of Orting (text amendment) and the other from the Orting School District (Engfer Gratzner property) to change the property from Mixed Use Town Center (MUTC) zoning to public facility zoning. She stated that if the City wanted to move forward with the proposals, a resolution would need to be passed.

**Action:** Move forward to Study Session in April to continue work on the items.

**B. Supportive and Transitional Housing Permanent Regulations.**

City Planner Emily Adams stated that the Planning Commission had a public hearing on the topic and no action was taken. She briefed on the proposed regulations, and stated the Supportive and Transitional Housing Permanent Regulations would be going back to Planning Commission at their May meeting for approval or further revision.

**Action:** Bring back to May CGA meeting.

**C. Orting Historical Society- Clock Tower.**

City Administrator Scott Larson stated that the clocks had been delivered and Councilmember Tracy briefed that Ed Torres and himself will work on a timeline to install the clocks. He stated that installation should happen sometime in April.

**Action:** Informational only.

#### **D. Kingsmen Car Show Sponsorship.**

City Clerk Kim Agfalvi briefed that the City received a sponsorship application for the Kingsmen Car Show which will be held on June 18<sup>th</sup>, 2022.

**Action:** Move forward to study session in April.

#### **E. Key Bank Credit Limit Increase**

Finance Director Gretchen Russo stated that the City is asking to increase the Key Bank credit limit from \$25,000.00 to \$40,000, as the City currently spends approximately \$19,000 each month. She briefed the City has delayed purchases twice in the past year because the current credit limit was too low. Finance Director Gretchen Russo briefed that this increase will enable the City to fund daily operations in a timely manner and will ensure that we have the purchasing capacity for operational and emergency purchases.

**Action:** Move forward to study session in April.

#### **F. Tunnels to Towers 5k Run Sponsorship**

City Clerk Kim Agfalvi briefed that the City received a sponsorship application for a 5k Tunnels to Towers run. She stated that City staff wanted to clarify the intent of the sponsorship policy, as it was unclear whether the intent was to support local non-profit organizations registered in WA state, or non-profit organizations registered anywhere in the United States. Committee discussion followed.

**Action:** Move forward to study session in April.

#### **G. WATC (Wheeled All-Terrain Vehicles) Tourism.**

City Administrator Scott Larson briefed that staff received a request to update Orting Municipal Code to allow for wheeled all terrain vehicles to operate on public roads designated at 35MPH or less. He stated that staff would work on updating the Orting Municipal Code to allow the Wheeled All-Terrain Vehicles to operate on City streets.

**Action:** Draft an ordinance that would allow ATV vehicles to operate on City streets and bring back to next CGA meeting in May.

#### **H. Purple Heart Designation.**

No update. Bring back to next CGA meeting in May.

#### **I. Distinguished Public Service Award.**

No update. Bring back to next CGA meeting in May.

#### **J. City Challenge Coin.**

No update. Bring back to next CGA meeting in May.

#### **K. Interlocal Agreements.**

The CGA committee reviewed the interlocal agreement with Washington Cities Insurance Authority.

**Action:** Information only.

### **5. Meeting Minutes - February 2<sup>nd</sup>, 2022 and March 2<sup>nd</sup>, 2022.**

Councilmember Gunther and Councilmember Tracy stated that the meeting minutes were approved.

**6. Action Items/Round table review.**

Finance Director Gretchen Russo briefed that the City of Orting would like to join other cities in an Arizona state cooperative agreement to purchase police cars. She briefed that cooperative purchasing saves time and purchasing costs through ready to use, competitively solicited contracts. This specific purchasing cooperative agreement would provide access to multiple contracts to include a contract for the purchase of police cars.

**Action:** Move forward to study session in April.

**7. Adjournment – 8:39am.**

ATTEST:

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Kimberly Agfalvi, City Clerk