

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
May 18th, 2022  
6:00 p.m.

**REVISED**

Deputy Mayor Hogan, Chair

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

This meeting is being held in person and through the platform zoom. A link for virtual participation can be found on the agenda or on the City's website.

Zoom: <https://us06web.zoom.us/j/89531045803?pwd=Vyt4Rys4NnJPZVFpckhUNnFnbEVKQT09>

Telephone: 1-253-215-8782 - Meeting ID: 895 3104 5803 and the passcode 146133.

### **2. COMMITTEE REPORTS.**

- A. Public Works.  
**CM Bradshaw & CM Williams**
- B. Public Safety.  
**CM Moore & CM Koenig**
- C. Community and Government Affairs.  
**CM Gunther & CM Tracy**

### **3. STAFF REPORTS.**

### **4. PRESENTATION.**

- A. Bat (Animal) Boxes Project – Eagle Scout Presentation by Kyler Rydeen.
- B. Water Resource Recovery Facility Presentation.

### **5. AGENDA ITEMS.**

- A. **AB22-42** – Supportive and Transitional Housing Amendments.  
**Stefanie Hindmarch**
- B. **AB22-41** – Bridge Designs Scope of Work.  
**JC Hungerford**
- C. **AB22-40** – Kansas Outfall Bids.  
**JC Hungerford**
- D. **AB22-43** – Orting School District Interlocal Agreement.  
**Scott Larson**
- E. **AB22-44** – Meeting Space Rental.  
**Scott Larson**
- F. **AB22-46** – Police Chief Hiring Process.  
**Scott Larson**
- G. **Ab22-37** – Recovery Café Old City Hall Lease.  
**Scott Larson**
- H. **AB22-39** – Orting Rock Festival Sponsorship.  
**Kim Agfalvi**
- I. **AB22-47** – 2021 Annual Financial Report.  
**Gretchen Russo**

### **5. EXECUTIVE SESSION.**

### **6. ADJOURNMENT.**

*Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219*  
**Next Regular Meeting: May 25th, 2022 7:00pm**



**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> E2SHB 1220 – Supportive, Emergency, and Transitional Housing Code Amendments Permanent Regulations.	<b>AB22-42</b>			
			<b>5.18.2022</b>	
	<b>Department:</b>	Planning		
	<b>Date Submitted:</b>	<b>5.4.2022</b>		
<b>Cost of Item:</b>	<u>\$NA</u>			
<b>Amount Budgeted:</b>	<u>\$NA</u>			
<b>Unexpended Balance:</b>	<u>\$NA</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Stefanie Hindmarch (Planner)</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Staff Report and Exhibits, Ordinance			
<b>SUMMARY STATEMENT:</b>				
<p>E2SHB 1220 was signed into law, it states: “A city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed” and “a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.” The bill does allow for reasonable occupancy, spacing and intensity of use requirements to be imposed.</p> <p>Interim regulations are currently in place regarding emergency shelters, emergency housing, transitional housing, and permanent supportive housing. The permanent regulations would add hotel/motel back in as a permitted use, thus requiring emergency shelters and emergency housing be permitted in the same zone. All four uses are proposed as conditional uses with further stipulations. See ordinance and staff report for specifics.</p> <p>Planning Commission’s recommendation to council is to allow permanent supportive housing and transitional housing with the stipulation that these facilities can’t be closer than one mile from another similar property and these facilities can’t be within a quarter mile of a school or park. For emergency housing and emergency shelters the commission is recommending that no more than one emergency shelter and one emergency housing facility within the city. Further, the emergency housing facility can’t be within a half mile of the emergency shelter facility, and neither can be within a quarter mile of a park or school. Finally, the commission is recommending that no person under court supervision or under sex offender registration requirements can receive services from permanent, transitional or emergency housing facilities.</p> <p>Staff recommends approval of the amendments as proposed with one revision. Staff recommends removing the distance requirement from parks and schools. The park requirement effectively prohibits transitional and supportive housing in the MUTC and RMF zones, which may be a desired place for these uses to locate. The school buffer, as proposed, increase the distance between these facilities and schools. This may unwittingly</p>				

impact families without cars who would be placed further from schools. Footnote 28 on the table effectively prevents undesirable people from being within a certain distance of the City parks and schools which staff understands is the intent behind the buffer.

This is proposed as a discussion item. Staff have provided both the planning commission's recommended ordinance as well as a staff recommended ordinance. If there is consensus on the ordinance it can move forward for a decision with or without a public hearing. If revisions to an ordinance are requested by Council, staff will revise the ordinance and bring it back through CGA and a subsequent study session prior to going to a regular meeting for action.

**RECOMMENDED ACTION: Action:**

**RECOMMENDED MOTION: Motion:**



## City Council Staff Report

<b>Project Name:</b>	Supportive and Transitional Housing Code Amendments (E2SHB 1220)
<b>Applicant:</b>	City of Orting
<b>Date of Staff Report:</b>	May 3, 2022
<b>Date of Meeting:</b>	May 18, 2022 (Study Session)
<b>Staff Recommendation:</b>	Approval
<b>City Staff Contact:</b>	Stefanie Hindmarch, AICP Candidate Contract City Planner
<b>Public Comment Period:</b>	March 25 – April 4, 2022 following notice of public hearing for the permanent regulations.
<b>Public Notice:</b>	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a public hearing was published in the newspaper and on the City's website on March 25, 2022 in accordance with OMC 15-7-3.

### Exhibits:

1. Proposed Ordinance
2. Proposed School Buffer Map
3. Proposed Parks Buffer Map
4. Proposed School, Parks, and Supportive/Transitional Housing Buffer Map

### Findings of Fact

E2SHB 1220 was signed into law in May 2021. Its purpose is to encourage cities to take active steps to accommodate transitional housing, emergency shelters, and similar homelessness-related facilities through local planning and changes to local development regulations. This signed bill contains new requirements related to:

- Comprehensive plan housing element updates;
- Adoption of moratoria or interim zoning controls; and
- Zoning and development regulations regarding indoor shelters, permanent supportive housing, and transitional housing.

The bill states: "A city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed" and "a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed." The bill does allow for reasonable occupancy, spacing and intensity of use requirements to be imposed on the uses.

When the bill was signed, the City's current code had no regulations related to the development and operation of transitional housing or permanent supportive housing or shelters; and hotels/motels were permitted in the MUTC and MUTCN zones. Without changes under the new law, emergency shelters, emergency housing, transitional housing, and permanent supportive housing would have been required to be permitted in the MUTC and MTUCN zones.

### **Interim Regulations**

Interim regulations, which expire after 6 months, addressing the new law were adopted on September 29, 2021 and were extended another six months on March 30, 2022. Interim regulations were done as city staff did not had sufficient time to evaluate the needs to transitional housing or permanent supportive housing and develop regulations between the time that E2SHB 1220 was signed by the Governor and became law. The interim regulations were extended for another six months, to give staff time to work further on the permanent regulations and go through the appropriate process with the Planning Commission and City Council. These regulations adopted definitions for emergency shelters, emergency housing, transitional housing, and permanent supportive housing. Transitional housing and permanent supportive housing were added to the use table as conditional uses with the stipulations that the number of units allowed on any given property shall be no more than the number of standard dwelling units that would be allowed under the zoning of the property and that neither may be located within half a mile of another property than contains permanent supportive housing or transitional housing. Hotel and motel were removed as a permitted use as part of the interim regulations to give staff time to research and create permanent regulations for each of the uses.

### **Proposed Permanent Regulations**

*For clarity purposes the attached ordinance indicates amendments to the code passed as part of the interim regulations in blue, and new proposed amendments in red. This will be revised to just show the amendments to the existing (interim) code prior to adoption.*

The main change from the interim regulations to the proposed permanent regulation is the permitting of emergency shelters and emergency housing. In order to allow hotels and motels within the City, as they were prior to the interim regulations, emergency shelters and emergency housing must be allowed in any zone that hotels and motels are.

Emergency shelters and emergency housing facilities are therefore proposed to be permitted as conditional uses, which means they must go through the conditional use permit process. Further stipulations attached to the list require that they be indoors, that only one of each use can be operating in the City at a time except in the case of disasters/emergencies (such as natural disaster, heating/cooling centers), must be at least 0.5 miles apart and 0.25 miles from a school, and that an operations plan must be submitted for the use. The limit on the number of people is based on Pierce County's point in-time count of homeless individuals in the County in January 2021 which counted 1,005 homeless individuals in the County and three homeless individuals in Orting. According to the 2020 decennial Census Pierce County has a population of 921,130 and Orting has a population of 9,041 accounting for approximately 1% (rounded up) of the County's population. 1% of the County's homeless would be 10 individuals. The proposal therefore is to permit 10 individuals in an emergency shelter and 10 in emergency housing. This ensures that Orting's homeless population is provided for no matter which emergency facility is established.

**Public Hearing(s)**

A public hearing was held by the Planning Commission on September 9, 2021 on the interim regulations. No comments were received.

A public hearing on the permanent regulations was held at the April 4, 2022 Planning Commission meeting. No comments were received.

**Planning Commission**

Following further discussion at the May 2 meeting, the planning commission recommended approval of the ordinance as proposed to City Council 4-1.

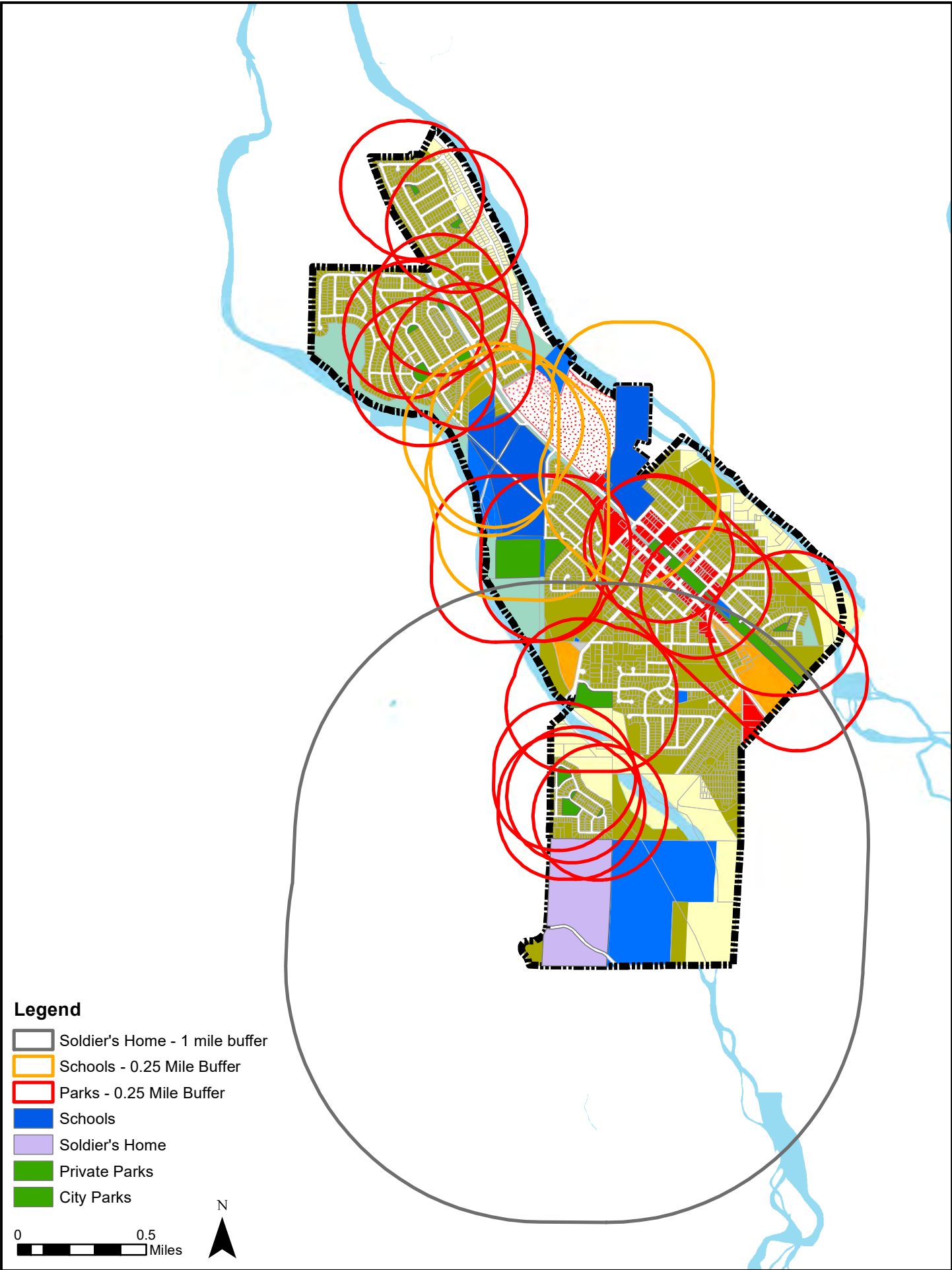
**Staff Recommendation**

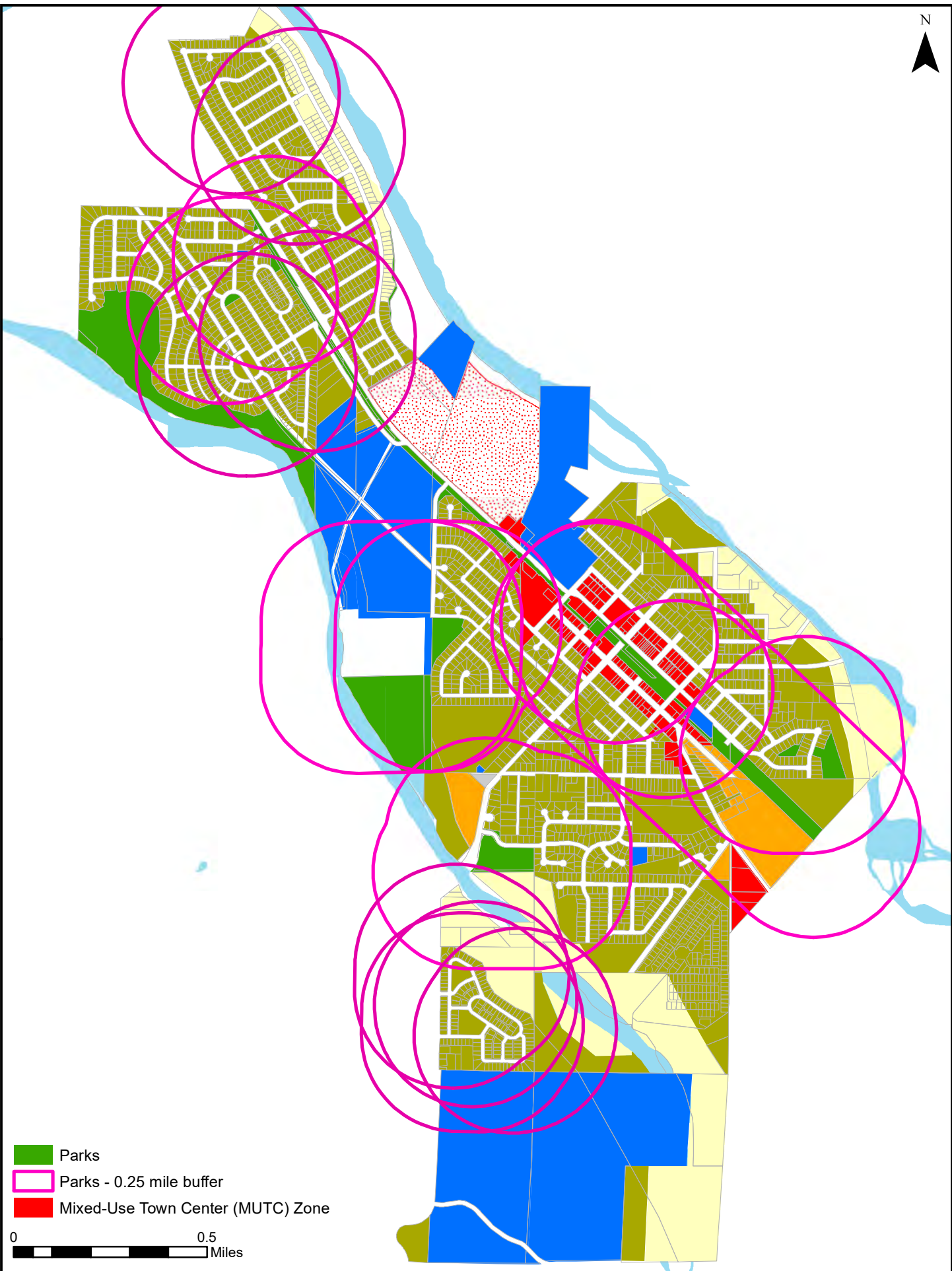
The ordinance and amendments as proposed meet the state requirements and include the revisions requested by the Planning Commission at its March 7 and April 4, 2022 meeting.

Staff recommends approval of the amendments as proposed with one revision. Staff recommends removing the distance requirement from parks and schools. The park requirement effectively prohibits transitional and supportive housing in the MUTC and RMF zones, which may be a desired place for these uses to locate. The school buffer, as proposed, increase the distance between these facilities and schools. This may unwittingly impact families without cars who would be placed further from schools. Footnote 28 on the table effectively prevents undesirable people from being within a certain distance of the City parks and schools which staff understands is the intent behind the buffer.

**Reconsideration and Appeal**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the administrator within five (5) days of the oral announcement of the final decision. The request shall comply with OMC 15-10-4B.





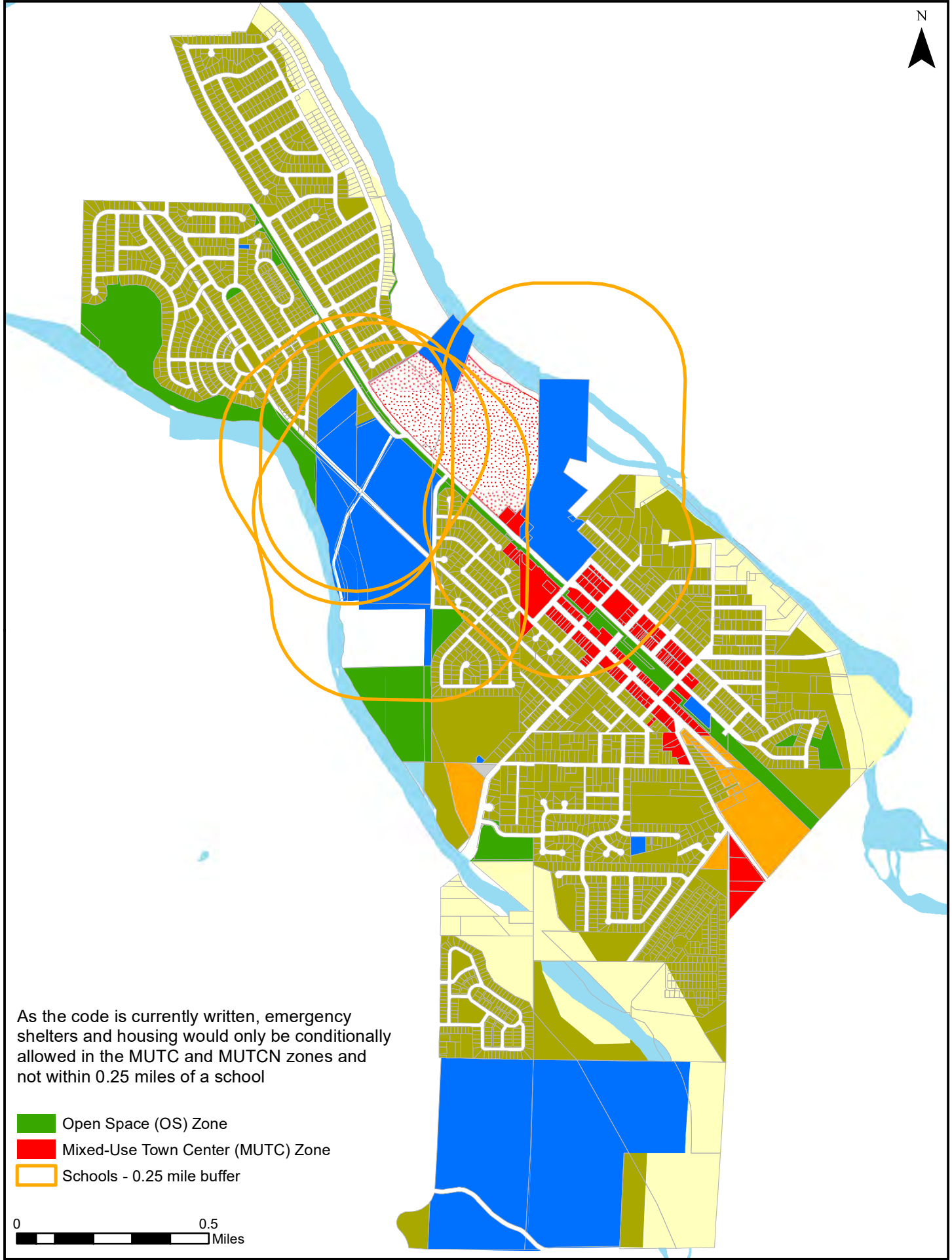
Parks

Parks - 0.25 mile buffer




Mixed-Use Town Center (MUTC) Zone

0 0.5 Miles





As the code is currently written, emergency shelters and housing would only be conditionally allowed in the MUTC and MUTCN zones and not within 0.25 miles of a school

-  Open Space (OS) Zone
-  Mixed-Use Town Center (MUTC) Zone
-  Schools - 0.25 mile buffer

0  0.5 Miles

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2022-1095**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO ZONING CONTROLS  
PERTAINING TO PERMANENT SUPPORTIVE HOUSING,  
TRANSITIONAL HOUSING, EMERGENCY HOUSING AND  
EMERGENCY SHELTERS IN RESPONSE TO E2SHB 1220;  
AMENDING ORTING MUNICIPAL CODE SECTIONS 13-2,  
13-3-3 and 13-5-3; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, in 2021 the state legislature enacted Engrossed Second Substitute House Bill (E2SHB) 1220 signed by Governor Inslee on May 12, 2021, became Chapter 254, Laws of 2021 and will take effect on partially on July 25, 2021 and partially on September 30, 2021; and

**WHEREAS**, Section 3 of E2SHB 1220 contains the following preemption of local zoning authority:

A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.; and

**WHEREAS**, the City of Orting had no regulations related to the development and operation of transitional housing or permanent supportive housing needed to protect the community and residents of these units; and

**WHEREAS**, the City had not had sufficient time to evaluate the needs associated with transitional housing or permanent supportive housing and develop regulations between the time that E2SHB 1220 was signed by the Governor and became law and enacted interim regulations; and

**WHEREAS**, Pierce County conducted an annual point in-time count of homeless individuals in the County in January 2021; and

**WHEREAS**, the homeless census counted 1,005 homeless individuals in the County; and

**WHEREAS**, the homeless census counted three homeless individuals in Orting; and

**WHEREAS**, according to the 2020 decennial Census Pierce County has a population of 921,130 and Orting has a population of 9,041 accounting for approximately 1% of the County's population; and

**WHEREAS**, the City of Orting is planning to accommodate its share of the homeless population which is calculated at 10 individuals; and

**WHEREAS**, the City of Orting wishes to implement E2SHB1220 with restrictions that fit the small-town context of the City, which has no public transit and limited resources; and

**WHEREAS**, in accordance with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance for its 60-day review and comment period on March 8, 2022; and

**WHEREAS**, the City's Planning Commission considered the amendments on March 8, 2022 and held a public hearing on the proposed amendments on April 4, 2022 and forwarded a recommendation to the City Council to adopt the proposed OMC amendments; and

**WHEREAS**, the City Council, on May 11, 2022, considered the proposed code amendments and the entire record, including recommendations from the Planning Commission and had a closed record final decision; and

**WHEREAS**, in response to E2SHB 1220 the Orting City Council would like to make certain changes to its development regulations;

**WHEREAS**, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

**Section 1. Recitals.** The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

**Section 2. OMC Section 13-2, Amended.** Orting Municipal Code Section 13-2 is hereby amended as follows:

**13-2: DEFINITIONS**

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**13-2-6: E**

[EMERGENCY HOUSING: Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.](#)

EMERGENCY SHELTER: a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

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**13-2-17: P**

PERMANENT SUPPORTIVE HOUSING: One or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in the Residential Landlord Tenant Act, chapter 59.18 RCW.

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**13-2-21: T**

TRANSITIONAL HOUSING: A facility that is owner, operated, or managed by a nonprofit organization or governmental entity that provides housing and supportive services to homeless individuals or families for up to two (2) years and whose primary purpose is to enable homeless individuals or families to move into independent living and permanent housing.

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**Section 3. OMC Section 13-3-3, Amended.** Orting Municipal Code Section 13-3-3 is hereby amended as follows:

**13-3-3: USES**

**TABLE 1  
CITY OF ORTING LAND USE**

	Zones							
	RC	RU	RMF	MUTC	MUTCN <sup>2</sup>	LM	OS	PF
Residential Uses <sup>1</sup> :								
Cottage	P	P	P		P			
Cottage development		P <sup>3,4</sup>	P <sup>3,4</sup>		P			
Duplex		P <sup>10</sup>	P	P	P <sup>25</sup>			
Group residences:		C	C <sup>3</sup>	C <sup>3</sup>				C <sup>22</sup>

Adult family homes	P	P	P	P	P			
Attached ground related residences					P			
Emergency Housing				C <sup>27,28</sup>	C <sup>27,28</sup>			
Emergency Shelter				C <sup>27,28</sup>	C <sup>27,28</sup>			
Permanent Supportive Housing	C <sup>26,28</sup>	C <sup>26,28</sup>	C <sup>26,28</sup>	C <sup>3,26,28</sup>	C <sup>3,26,28</sup>			
Single room occupancy sleeping units								C
Transitional Housing	C <sup>26, 28</sup>	C <sup>26, 28</sup>	C <sup>26, 28</sup>	C <sup>3,26, 28</sup>	C <sup>3,26, 28</sup>			
Other <sup>6</sup>		C	P	C				
Manufactured home park	C	C	C					
Mobile/ manufactured home	P <sup>7</sup>	P <sup>7</sup>	P <sup>7</sup>					
Multiple-family			P	P <sup>3</sup>	P			
Single-family detached	P	P	P		P <sup>25</sup>			
Temporary Lodging								
Bed and breakfast	C	C	C	P <sup>3</sup>				
Hotel/motel				P <sup>3</sup> P <sup>3</sup>	P P			
Rooming house			C	C <sup>3</sup>				

Notes:

1. Residential planned unit developments (PUD) may allow increases in underlying density except in the MUTCN.
2. All development subject to Master Development Plan and MUTCN Bulk and Dimensional Requirements. See sections 13-3-2 E2 and E5 of this code.
3. Subject to architectural design review.
4. As a binding site plan.
5. Not located along retail street frontages.
6. Housing more than 12 unrelated individuals.
7. On a legal lot with permanent foundation.
8. On upper floors above ground floor commercial only.
9. On upper floors above ground floor commercial, or in freestanding residential buildings.
10. Duplexes and townhouses are not allowed on flag lots in the RU zone.
11. In planned retail centers when building area is less than 10,000 square feet.
12. See section 13-5-4 of this title.
13. On site sales of agricultural products allowed.
14. Food stores only.
15. On upper floors above ground floor retail.
16. Including outdoor display or sales yards.
17. Not including overnight kennels or treatment facilities.
18. Machine shops, incinerators, wrecking yards, and feedlots may be permitted subject to appropriate mitigation of impacts on surrounding nonindustrial areas. Significant adverse noise, air quality, or other impacts caused by manufacturing processes shall be contained within buildings.
19. When entirely located in a building, not producing adverse noise or air quality impacts, and not located along retail street frontage. Ground floor area limited to 10,000 square feet maximum.

20. Private facilities.
21. Subject to all other City regulations regarding livestock.
22. Redevelopment of the Orting Soldiers' Home subject to site plan and architectural design review approval.
23. Three or more units per building.
24. May not have frontage along SR 162/Washington Avenue N. Must be screened from all adjacent residences with sight obscuring landscaping, 6-foot tall solid fencing.
25. For Senior Housing (aged 55+) only.
26. The number of permanent supportive housing units and transitional housing units allowed on any given property shall be no more than the number of standard dwelling units that would be allowed under the applicable zoning of the property. No permanent supportive housing or transitional housing may be located within one (1) mile of another property than contains permanent supportive housing or transitional housing or a quarter (0.25) mile of any school or park.
27. Emergency housing and emergency shelters are required to be indoors. There shall be no more than one emergency shelter and one emergency housing facility in the city. This does not include indoor emergency shelter facilities that are needed to respond temporarily to a natural disaster or other similarly acute emergency (ex: heating and cooling centers). No permitted indoor emergency shelter may be located within a half (0.5) mile of a permitted indoor emergency housing facility or a quarter (0.25) mile of any school. An operations and security plan shall be required that addresses site management and neighborhood impacts. Each facility shall be limited to a total of 10 individuals.
28. No person under court supervision or under sex offender registration requirements can receive services from a provider, unless providing such services are consistent with the laws, regulations, and/or supervisory requirements related to such persons.

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**Section 4. OMC Section 13-5-3, Amended.** Orting Municipal Code Section 13-5-3 is hereby amended as follows:

H. Uses Not Specified: In the case of a use not specifically mentioned in subsection I of this section, the requirements for off street parking facilities shall be determined by the Administrator. Such determination shall be based upon the requirements for the most comparable use specified in subsection I of this section and/or through a parking study as required by the Administrator or their designee.

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**Section 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Codification.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

**Section 7. Effective Date.** This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25<sup>th</sup> DAY OF May, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

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

Filed with the City Clerk:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

**CITY OF ORTING  
WASHINGTON  
ORDINANCE NO. 2022-1095**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO ZONING CONTROLS  
PERTAINING TO PERMANENT SUPPORTIVE HOUSING,  
TRANSITIONAL HOUSING, EMERGENCY HOUSING AND  
EMERGENCY SHELTERS IN RESPONSE TO E2SHB 1220;  
AMENDING ORTING MUNICIPAL CODE SECTIONS 13-2,  
13-3-3 and 13-5-3; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

---

**WHEREAS**, in 2021 the state legislature enacted Engrossed Second Substitute House Bill (E2SHB) 1220 signed by Governor Inslee on May 12, 2021, became Chapter 254, Laws of 2021 and will take effect on partially on July 25, 2021 and partially on September 30, 2021; and

**WHEREAS**, Section 3 of E2SHB 1220 contains the following preemption of local zoning authority:

A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.; and

**WHEREAS**, the City of Orting had no regulations related to the development and operation of transitional housing or permanent supportive housing needed to protect the community and residents of these units; and

**WHEREAS**, the City had not had sufficient time to evaluate the needs associated with transitional housing or permanent supportive housing and develop regulations between the time that E2SHB 1220 was signed by the Governor and became law and enacted interim regulations; and

**WHEREAS**, Pierce County conducted an annual point in-time count of homeless individuals in the County in January 2021; and

**WHEREAS**, the homeless census counted 1,005 homeless individuals in the County; and

**WHEREAS**, the homeless census counted three homeless individuals in Orting; and



**WHEREAS**, according to the 2020 decennial Census Pierce County has a population of 921,130 and Orting has a population of 9,041 accounting for approximately 1% of the County's population; and

**WHEREAS**, the City of Orting is planning to accommodate its share of the homeless population which is calculated at 10 individuals; and

**WHEREAS**, the City of Orting wishes to implement E2SHB1220 with restrictions that fit the small-town context of the City, which has no public transit and limited resources; and

**WHEREAS**, in accordance with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance for its 60-day review and comment period on March 8, 2022; and

**WHEREAS**, the City's Planning Commission considered the amendments on March 8, 2022 and held a public hearing on the proposed amendments on April 4, 2022 and forwarded a recommendation to the City Council to adopt the proposed OMC amendments; and

**WHEREAS**, the City Council, on May 11, 2022, considered the proposed code amendments and the entire record, including recommendations from the Planning Commission and had a closed record final decision; and

**WHEREAS**, in response to E2SHB 1220 the Orting City Council would like to make certain changes to its development regulations;

**WHEREAS**, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

**Section 1. Recitals.** The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

**Section 2. OMC Section 13-2, Amended.** Orting Municipal Code Section 13-2 is hereby amended as follows:

**13-2: DEFINITIONS**

\*\*\*

**13-2-6: E**

[EMERGENCY HOUSING: Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.](#)

EMERGENCY SHELTER: a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

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**13-2-17: P**

PERMANENT SUPPORTIVE HOUSING: One or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in the Residential Landlord Tenant Act, chapter 59.18 RCW.

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**13-2-21: T**

TRANSITIONAL HOUSING: A facility that is owner, operated, or managed by a nonprofit organization or governmental entity that provides housing and supportive services to homeless individuals or families for up to two (2) years and whose primary purpose is to enable homeless individuals or families to move into independent living and permanent housing.

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**Section 3. OMC Section 13-3-3, Amended.** Orting Municipal Code Section 13-3-3 is hereby amended as follows:

**13-3-3: USES**

**TABLE 1  
CITY OF ORTING LAND USE**

	Zones							
	RC	RU	RMF	MUTC	MUTCN <sup>2</sup>	LM	OS	PF
Residential Uses <sup>1</sup> :								
Cottage	P	P	P		P			
Cottage development		P <sup>3,4</sup>	P <sup>3,4</sup>		P			
Duplex		P <sup>10</sup>	P	P	P <sup>25</sup>			
Group residences:		C	C <sup>3</sup>	C <sup>3</sup>				C <sup>22</sup>

Adult family homes	P	P	P	P	P			
Attached ground related residences					P			
Emergency Housing				C <sup>27,28</sup>	C <sup>27,28</sup>			
Emergency Shelter				C <sup>27,28</sup>	C <sup>27,28</sup>			
Permanent Supportive Housing	C <sup>26,28</sup>	C <sup>26,28</sup>	C <sup>26,28</sup>	C <sup>3,26,28</sup>	C <sup>3,26,28</sup>			
Single room occupancy sleeping units								C
Transitional Housing	C <sup>26, 28</sup>	C <sup>26, 28</sup>	C <sup>26, 28</sup>	C <sup>3,26, 28</sup>	C <sup>3,26, 28</sup>			
Other <sup>6</sup>		C	P	C				
Manufactured home park	C	C	C					
Mobile/ manufactured home	P <sup>7</sup>	P <sup>7</sup>	P <sup>7</sup>					
Multiple-family			P	P <sup>3</sup>	P			
Single-family detached	P	P	P		P <sup>25</sup>			
Temporary Lodging								
Bed and breakfast	C	C	C	P <sup>3</sup>				
Hotel/motel				P <sup>3</sup> P <sup>3</sup>	P P			
Rooming house			C	C <sup>3</sup>				

Notes:

1. Residential planned unit developments (PUD) may allow increases in underlying density except in the MUTCN.
2. All development subject to Master Development Plan and MUTCN Bulk and Dimensional Requirements. See sections 13-3-2 E2 and E5 of this code.
3. Subject to architectural design review.
4. As a binding site plan.
5. Not located along retail street frontages.
6. Housing more than 12 unrelated individuals.
7. On a legal lot with permanent foundation.
8. On upper floors above ground floor commercial only.
9. On upper floors above ground floor commercial, or in freestanding residential buildings.
10. Duplexes and townhouses are not allowed on flag lots in the RU zone.
11. In planned retail centers when building area is less than 10,000 square feet.
12. See section 13-5-4 of this title.
13. On site sales of agricultural products allowed.
14. Food stores only.
15. On upper floors above ground floor retail.
16. Including outdoor display or sales yards.
17. Not including overnight kennels or treatment facilities.
18. Machine shops, incinerators, wrecking yards, and feedlots may be permitted subject to appropriate mitigation of impacts on surrounding nonindustrial areas. Significant adverse noise, air quality, or other impacts caused by manufacturing processes shall be contained within buildings.
19. When entirely located in a building, not producing adverse noise or air quality impacts, and not located along retail street frontage. Ground floor area limited to 10,000 square feet maximum.

20. Private facilities.
21. Subject to all other City regulations regarding livestock.
22. Redevelopment of the Orting Soldiers' Home subject to site plan and architectural design review approval.
23. Three or more units per building.
24. May not have frontage along SR 162/Washington Avenue N. Must be screened from all adjacent residences with sight obscuring landscaping, 6-foot tall solid fencing.
25. For Senior Housing (aged 55+) only.
26. The number of permanent supportive housing units and transitional housing units allowed on any given property shall be no more than the number of standard dwelling units that would be allowed under the applicable zoning of the property. No permanent supportive housing or transitional housing may be located within one (1) mile of another property than contains permanent supportive housing or transitional housing or a quarter (0.25) mile of any school or park.
27. Emergency housing and emergency shelters are required to be indoors. There shall be no more than one emergency shelter and one emergency housing facility in the city. This does not include indoor emergency shelter facilities that are needed to respond temporarily to a natural disaster or other similarly acute emergency (ex: heating and cooling centers). No permitted indoor emergency shelter may be located within a half (0.5) mile of a permitted indoor emergency housing facility or a quarter (0.25) mile of any school. An operations and security plan shall be required that addresses site management and neighborhood impacts. Each facility shall be limited to a total of 10 individuals.
28. No person under court supervision or under sex offender registration requirements can receive services from a provider, unless providing such services are consistent with the laws, regulations, and/or supervisory requirements related to such persons.

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**Section 4. OMC Section 13-5-3, Amended.** Orting Municipal Code Section 13-5-3 is hereby amended as follows:

H. Uses Not Specified: In the case of a use not specifically mentioned in subsection I of this section, the requirements for off street parking facilities shall be determined by the Administrator. Such determination shall be based upon the requirements for the most comparable use specified in subsection I of this section and/or through a parking study as required by the Administrator or their designee.

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**Section 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Codification.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

**Section 7. Effective Date.** This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25<sup>th</sup> DAY OF May, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

---

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

Filed with the City Clerk:  
Passed by the City Council:  
Date of Publication:  
Effective Date:



**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>	<b>AB22-41</b>	<b>Public Works</b>	<b>5.18.2022</b>	
HWY 162 Pedestrian Bridge System – Final Design				
	<b>Department:</b>	Engineering/Public Works		
	<b>Date Submitted:</b>	5.12.2022		
<b>Cost of Item:</b>	<u>\$210,630.00</u>			
<b>Amount Budgeted:</b>	₪			
<b>Unexpended Balance:</b>	₪			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	JC Hungerford, PE			
<b>Fiscal Note:</b> Additional budget for design				
<b>Attachments:</b> Certified bid tab				
<b>SUMMARY STATEMENT:</b>				
<p>Staff are requesting approval for “Final Design” of the HWY 162 Pedestrian Bridge. Parametrix has completed 90% design plans of the SR 162 Pedestrian Overcrossing to date. It is customary to finish final design when you have a construction funding package available so that you can incorporate any final changes and update the plans to include new or changed structural regulations. The timeline to complete this work is the end of July/August when we anticipate going out to bid the project. The attached scope and budget will allow 100% completion of design plans and coordination with City and WSDOT.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on May 25 <sup>th</sup> , 2022 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the attached scope and budget for professional services as described in the attached Scope of Work for Final Design on the SR 162 Pedestrian Bridge in the amount of \$210,630.00.				

# SCOPE OF WORK

## City of Orting

### Emergency Evacuation Pedestrian Bridge System/SR 162 Pedestrian Overcrossing

The purpose of this Scope of Work is to complete the design, specifications, and estimate for the Orting Emergency Evacuation Bridge System SR 162 Pedestrian Overcrossing in preparation for Advertisement. The plans are currently at approximately the 90% level completion requiring a final thorough review of all work. Once the plans QA/QC process is complete the plans will be submitted to the City and WSDOT for review. Following the review period, the plans will be updated based on comments received.

## PHASE 1 – AD READY PS&E

### TASK 1– Project Management and Support

#### Task Objectives

Parametrix (Consultant) will monitor the progress of the work tasks, staff workloads, and milestones/deliverables with the project schedule, and will adjust as necessary to keep the project on track.

Our approach to the Engineering Services will include the following:

- Prepare a schedule showing a specific deliverable date.
- Prepare progress report and billings.

#### Assumptions:

- The duration of this task will be 4 months

#### Deliverables

- Four monthly progress letters and invoices.

### TASK 2 – Prepare 100% Design Plans

#### Task Objectives

Parametrix will prepare the 100% design plans in preparation for submittal to the City and WSDOT for review and comment.

The 100% design elements will include:

- Structural Plans
- Drainage Plans

- Civil Plans

Parametrix will conduct QA/QC on the 100% design plans prior to delivery. QA/QC will be performed in accordance with the Parametrix quality standards.

### Assumptions

- Plans will be based on the 90% plans. Any revisions to the structure are not included.
- Barlists will be included in the 100% structural plans.
- No additional design guidance will be provided from the City.

### Deliverables

- 100% design plans in PDF format.

## TASK 3 – Prepare 100% Specifications and Engineer's Estimate

### Task Objectives

Parametrix will prepare the 100% general special provisions, special provisions, and engineer's estimate based on the 100% plans, completed in Task 2. These items will be submitted to the City and WSDOT for review and comment.

Special provisions will be based on the 2022 WSDOT Standard Specifications.

Parametrix will conduct QA/QC on the 100% general special provisions, special provisions, and engineer's estimate prior to delivery. QA/QC will be performed in accordance with the Parametrix quality standards.

### Assumptions

- Special provisions will be based on the 2022 WSDOT Standard Specifications.
- Unit costs for quantities will be based on available recent WSDOT Unit Bid Analysis.
- Unit costs may be escalated based on current market conditions.

### Deliverables

- 100% general special provisions in Word and PDF formats.
- Engineer's Estimate in PDF format.

## TASK 4 – Finalize 100% Structural Calculations

### Approach

Complete the 100% structural calculations for the bridge, piers, ramps, and stairs.

Parametrix will conduct QA/QC on the 100% structural calculations. QA/QC will be performed in accordance with the Parametrix quality standards.

The 100% calculations will be submitted to the City and WSDOT for review and comment.



### Assumptions

- Calculations will be for the structure submitted in the 90% plans. Any revisions to the structure are not included.
- No additional design guidance will be provided from the City.

### Deliverables

- 100% structural calculations in PDF format.

## TASK 5 – Ad Ready Plans, Specifications, and Estimate

### Task Objectives

Parametrix will provide written responses to one set of consolidated comments from WSDOT and the City. Following acceptance and/or resolution of all comments submitted, Parametrix will incorporate the agreed upon revisions.

Parametrix will prepare ad-ready general special provisions, special provisions, engineer's estimate, and plans. A final set of record structural calculations will also be prepared. The contract package will incorporate the utility relocation plans prepared by Parametrix in 2015 as well as traffic control plans as needed for this project. Plans and structural calculations will be electronically sealed by the engineers in responsible charge.

### Assumptions

- Comments received will be editorial in nature and not require redesign of any elements.
- No comments will be made on the structural calculations requiring revision.

### Deliverables

- Written comment responses with final disposition in PDF format.
- Electronically sealed design drawings in PDF format.
- Electronically sealed structural calculations in PDF format.
- Ad-ready general special provisions in Word and PDF formats.
- Ad-ready engineer's Estimate in PDF format.

Client: City of Orting  
 Project: OEEBS Amend 01  
 Project No: P1711\_OEEBSamend

	Alvin R. Valencia	Ben Schlachter	Nina C. Cable	Timothy D. Severson	Jingjing Lu	Hiba A. Farag	Brandy Rogers	Dan McIntier	Jeff Coop	Kathy Taylor	Amanda B. Lucas	April Whitaker
	Designer IV	Sr. Consultant	Engineer IV	CADD Operator III	Engineer IV	Jr Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Designer IV	Word-processing	Sr Project Controls Specialist
<b>Rates:</b>	\$180.00	\$160.00	\$180.00	\$150.00	\$165.00	\$105.00	\$205.00	\$220.00	\$225.00	\$185.00	\$130.00	\$145.00

Task	Description	Labor Dollars										
01	Project Management	\$1,160.00										8
02	100% Plans	\$135,100.00	260		400		40		40	60		
03	100% Specifications/Estimate	\$20,470.00		40			40			30		24
04	100% Calculations W/QA/QC	\$41,800.00		120	40		40		40			
05	Ad-Ready Set	\$12,100.00	20	40			20					

<b>Labor Totals:</b>	\$210,630.00	280	200	40	400	40	60	40	40	70	60	24	8
<b>Totals:</b>	\$210,630.00	\$50,400.00	\$32,000.00	\$7,200.00	\$60,000.00	\$6,600.00	\$6,300.00	\$8,200.00	\$8,800.00	\$15,750.00	\$11,100.00	\$3,120.00	\$1,160.00

Subconsultants  
Subconsultants Total: \$0.00

Other Direct Expenses  
Other Direct Expenses Total: \$0.00

**Project Total \$210,630.00**



**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>	<b>AB22- 40</b>	<b>Public Works</b>	<b>5.18.2022</b>	<b>5.25.2022</b>
Kansas Street SW Outfall Replacement & Calistoga Street W Improvements Notice of Award	<b>Department:</b>	Engineering/Public Works		
	<b>Date Submitted:</b>	5.5.2022		
<b>Cost of Item:</b>	<u>\$451,654.91</u>			
<b>Amount Budgeted:</b>	<u>\$1,500,000</u>			
<b>Unexpended Balance:</b>	<u>\$1,048,345.09</u>			
<b>Bars #:</b>	410.594.31.63.40			
<b>Timeline:</b>	ASAP			
<b>Submitted By:</b>	JC Hungerford, PE			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Certified bid tab				
<b>SUMMARY STATEMENT:</b>				
<p>The City of Orting (City) opened bids for the Kansas Street SW Outfall Replacement &amp; Calistoga Street W Improvements Project on May 3 at 11 am. The results are attached. The bids came back quite a bit higher than expected. The lowest responsible bid for the overall project was 1,881,559, 24% above the engineers estimate of \$1,520,507. At this point, the Public Works Committee is recommending award of the Base Bid, which includes only the outfall portion between Calistoga St. and the levee to Sound Pacific Construction in the amount of \$451,564.91.</p> <p>Staff will include an updated estimate for the Calistoga St. conveyance phase of the project in the 2023 project with anticipated construction in the summer of 2023.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to May 25, 2022 meeting as a consent agenda item.				
<b>Recommended Motion: <u>Motion:</u></b>				
To authorize the Mayor to sign an agreement with Sound Pacific Construction as the lowest responsive bidder for the Kansas Street SW Outfall Replacement & Calistoga Street W Improvements Project, Base Bid, in the amount of \$451,654.91.				

Parametrix, Inc.  
1019 39th Ave SE, Ste. 100  
Puyallup, WA 98374

**Project Name: Kansas Street SW Outfall Replacement & Calistoga Street W Improvements**  
**ENGINEERS ESTIMATE**

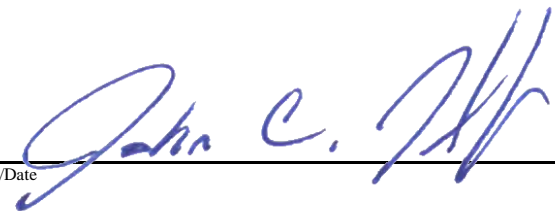
							Bidder #1 Sound Pacific Construction		Bidder #2 Active Construction		Bidder #3 Northwest Cascade	
<b>BASE BID - Kansas Street SW Outfall Replacement</b>												
Item No.	Spec. Section	Description	Unit	Qty	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	SS 1-04.4(1)	MINOR CHANGES	FA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	SP 1-05.18	RECORD DRAWINGS (MIN BID \$1000)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
3	SP 1-05.4	ROADWAY SURVEYING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,600.00	\$ 6,600.00
4	SP 1-07.24	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5	SS 1-07.15(1)	SPCC PLAN	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00
6	SS 1-09.7	MOBILIZATION (NOT TO EXCEED 10%)	LS	1	\$ 27,125.00	\$ 27,125.00	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 43,000.00	\$ 43,000.00
7	SP 1-10.4(3)	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00
8	SS 1-10.5 (2)	PEDESTRIAN TRAFFIC CONTROL	LS	1	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00
9	SS 1-10.5 (2)	FLAGGERS	HR	16	\$ 60.00	\$ 960.00	\$ 85.00	\$ 1,360.00	\$ 110.00	\$ 1,760.00	\$ 98.00	\$ 1,568.00
10	SS 2-01.5	CLEARING AND GRUBBING	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 37,000.00	\$ 37,000.00	\$ 72,000.00	\$ 72,000.00
11	SP 2-02.5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00
12	SS 2-09.5	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00
13	SP 4-04.5	GRAVEL BORROW	TON	15	\$ 40.00	\$ 600.00	\$ 45.00	\$ 675.00	\$ 85.00	\$ 1,275.00	\$ 93.00	\$ 1,395.00
14	SP 4-04.5	CRUSHED SURFACING TOP COURSE	TON	5	\$ 45.00	\$ 225.00	\$ 120.00	\$ 600.00	\$ 85.00	\$ 425.00	\$ 100.00	\$ 500.00
15	SS 7-04.5	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM. INCL. TRENCH	LF	13	\$ 90.00	\$ 1,170.00	\$ 130.00	\$ 1,690.00	\$ 220.00	\$ 2,860.00	\$ 202.00	\$ 2,626.00
16	SP 7-04.5	CL. V REINF. CONC. STORM SEWER PIPE 36 IN. DIAM. INCL TRENCH	LF	628	\$ 170.00	\$ 106,760.00	\$ 250.00	\$ 157,000.00	\$ 300.00	\$ 188,400.00	\$ 282.00	\$ 177,096.00
17	SP 7-05.5	CATCH BASIN TYPE 2 84 IN. DIAM. OUTLET STRUCTURE	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ 27,000.00	\$ 20,000.00	\$ 20,000.00
18	SS 7-05.5	CATCH BASIN TYPE 2 60 IN. DIAM.	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 9,500.00	\$ 38,000.00	\$ 12,500.00	\$ 50,000.00	\$ 14,000.00	\$ 56,000.00
19	SS 7-08.5	PLUGGING EXISTING PIPE	EA	2	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00
20	SP 7-08.5	UNSUITABLE PIPE FOUNDATION EXCAVATION INCL. HAUL	CY	72	\$ 30.00	\$ 2,160.00	\$ 45.00	\$ 3,240.00	\$ 101.50	\$ 7,308.00	\$ 112.00	\$ 8,064.00
21	SP 8-01.5	TESC/SWPPP	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00
22	SS 8-01.5(1)	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 28,000.00	\$ 28,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
23	SP 8-02.5	SEEDING, FERTILIZING, AND MULCHING	SY	380	\$ 12.00	\$ 4,560.00	\$ 4.00	\$ 1,520.00	\$ 12.00	\$ 4,560.00	\$ 4.00	\$ 1,520.00
24	SS 8-02	WOOD CHIP MULCH	CY	27	\$ 50.00	\$ 1,350.00	\$ 70.00	\$ 1,890.00	\$ 100.00	\$ 2,700.00	\$ 105.00	\$ 2,835.00
25	SS 8-02	FINE COMPOST	CY	20	\$ 50.00	\$ 1,000.00	\$ 70.00	\$ 1,400.00	\$ 100.00	\$ 2,000.00	\$ 105.00	\$ 2,100.00
26	SS 8-02	PSIPE MAHONIA AQUIFOLIUM 1 GAL.	EA	45	\$ 20.00	\$ 900.00	\$ 27.00	\$ 1,215.00	\$ 26.00	\$ 1,170.00	\$ 44.00	\$ 1,980.00
27	SS 8-02	PSIPE ROSA NUTKANA 1 GAL.	EA	45	\$ 20.00	\$ 900.00	\$ 27.00	\$ 1,215.00	\$ 26.00	\$ 1,170.00	\$ 44.00	\$ 1,980.00
28	SS 8-02	PSIPE SYMPHORICARPOS ALBUS 1 GAL.	EA	45	\$ 20.00	\$ 900.00	\$ 27.00	\$ 1,215.00	\$ 26.00	\$ 1,170.00	\$ 44.00	\$ 1,980.00
29	SS 8-15.5	QUARRY SPALLS	TON	101	\$ 65.00	\$ 6,565.00	\$ 45.00	\$ 4,545.00	\$ 95.00	\$ 9,595.00	\$ 64.00	\$ 6,464.00
30	SP 8-24.5	ECOLOGY BLOCK WALL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
<b>Subtotal Bid Schedule</b>						<b>\$ 298,375.00</b>	<b>\$ 412,765.00</b>	<b>\$ 455,693.00</b>	<b>\$ 451,108.00</b>			
<b>Sales Tax (9.4 percent)</b>						<b>\$ 28,047.25</b>	<b>\$ 38,799.91</b>	<b>\$ 42,835.14</b>	<b>\$ 42,404.15</b>			
<b>TOTAL BID SCHEDULE (subtotal plus sales tax)</b>						<b>\$ 326,422.25</b>	<b>\$ 451,564.91</b>	<b>\$ 498,528.14</b>	<b>\$ 493,512.15</b>			

<b>SCHEDULE 1 - CALISTOGA ST W IMPROVEMENTS</b>												
Item No.	Spec. Section	Description	Unit	Qty	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	SS 1-04	MINOR CHANGES	FA	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	SP 1-05	RECORD DRAWINGS (MIN BID \$1000)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
3	SP 1-05	ROADWAY SURVEYING	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,500.00	\$ 10,500.00
4	SP 1-07	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
5	SS 1-07	SPCC PLAN	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00
6	SS 1-09	MOBILIZATION (NOT TO EXCEED 10%)	LS	1	\$ 99,220.21	\$ 99,220.21	\$ 100,000.00	\$ 100,000.00	\$ 114,381.19	\$ 114,381.19	\$ 141,000.00	\$ 141,000.00
7	SP 1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 47,000.00	\$ 47,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
8	SS 1-10	PEDESTRIAN TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
9	SS 1-10	FLAGGERS	HR	720	\$ 60.00	\$ 43,200.00	\$ 85.00	\$ 61,200.00	\$ 110.00	\$ 79,200.00	\$ 98.00	\$ 70,560.00
10	SS 1-10	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,850.00	\$ 7,700.00
11	SS 2-01	CLEARING AND GRUBBING	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
12	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00
13	SP 2-02	REMOVAL OF ASPHALT PAVEMENT	SY	1,250	\$ 25.00	\$ 31,250.00	\$ 48.00	\$ 60,000.00	\$ 17.00	\$ 21,250.00	\$ 9.00	\$ 11,250.00
14	SP 2-02	REMOVAL OF CONCRETE PAVEMENT	SY	220	\$ 75.00	\$ 16,500.00	\$ 90.00	\$ 19,800.00	\$ 20.00	\$ 4,400.00	\$ 16.00	\$ 3,520.00
15	SP 2-02	REMOVAL OF DRAINAGE STRUCTURE	EA	20	\$ 500.00	\$ 10,000.00	\$ 1,200.00	\$ 24,000.00	\$ 400.00	\$ 8,000.00	\$ 675.00	\$ 13,500.00
16	SP 2-02	REMOVAL OF EXISTING STORM SEWER PIPE	LF	815	\$ 20.00	\$ 16,300.00	\$ 26.00	\$ 21,190.00	\$ 18.00	\$ 14,670.00	\$ 15.00	\$ 12,225.00
17	SP 2-02	POTHOLE EXISTING UTILITY	EA	5	\$ 700.00	\$ 3,500.00	\$ 600.00	\$ 3,000.00	\$ 700.00	\$ 3,500.00	\$ 725.00	\$ 3,625.00
18	SS 2-09	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1,500.00	\$ 1,500.00	\$ 14,000.00	\$ 14,000.00
19	SP 4-04	GRAVEL BORROW	TON	364	\$ 40.00	\$ 14,560.00	\$ 38.00	\$ 13,832.00	\$ 48.00	\$ 17,472.00	\$ 80.00	\$ 29,120.00
20	SP 4-04	CRUSHED SURFACING BASE COURSE	TON	354	\$ 50.00	\$ 17,700.00	\$ 55.00	\$ 19,470.00	\$ 48.00	\$ 16,992.00	\$ 87.00	\$ 30,798.00
21	SP 4-04	CRUSHED SURFACING TOP COURSE	TON	222	\$ 50.00	\$ 11,100.00	\$ 65.00	\$ 14,430.00	\$ 55.00	\$ 12,210.00	\$ 87.00	\$ 19,314.00
22	SS 5-04	HMA CL 1/2 IN. PG 58H-22	TON	265	\$ 250.00	\$ 66,250.00	\$ 190.00	\$ 50,350.00	\$ 220.00	\$ 58,300.00	\$ 296.00	\$ 78,440.00
23	SS 5-04	TEMPORARY PAVEMENT	TON	25	\$ 250.00	\$ 6,250.00	\$ 400.00	\$ 10,000.00	\$ 300.00	\$ 7,500.00	\$ 306.00	\$ 7,650.00
24	SS 5-05	CEMENT CONC. PAVEMENT	CY	30	\$ 350.00	\$ 10,500.00	\$ 750.00	\$ 22,500.00	\$ 900.00	\$ 27,000.00	\$ 885.00	\$ 26,550.00
25	SS 7-01	DRAIN PIPE 4 IN. DIAM.	LF	24	\$ 40.00	\$ 960.00	\$ 70.00	\$ 1,680.00	\$ 75.00	\$ 1,800.00	\$ 84.00	\$ 2,016.00
26	SS 7-04	CORRUGATED POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM. INCL. TRENCH	LF	259	\$ 75.00	\$ 19,425.00	\$ 75.00	\$ 19,425.00	\$ 62.00	\$ 16,058.00	\$ 127.00	\$ 32,893.00

SCHEDULE 1 - CALISTOGA ST W IMPROVEMENTS													
Item No.	Spec.	Section	Description	Unit	Qty	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
27	SS	7-04	CORRUGATED POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM. INCL. TRENCH	LF	333	\$ 90.00	\$ 29,970.00	\$ 110.00	\$36,630.00	\$ 185.00	\$ 61,605.00	\$ 162.00	\$ 53,946.00
28	SS	7-04	CORRUGATED POLYPROPYLENE STORM SEWER PIPE 24 IN. DIAM. INCL. TRENCH	LF	1,042	\$ 120.00	\$ 125,040.00	\$ 148.00	\$154,216.00	\$ 220.00	\$ 229,240.00	\$ 185.00	\$ 192,770.00
29	SS	7-04	CORRUGATED POLYPROPYLENE STORM SEWER PIPE 30 IN. DIAM. INCL. TRENCH	LF	238	\$ 145.00	\$ 34,510.00	\$ 230.00	\$54,740.00	\$ 325.00	\$ 77,350.00	\$ 250.00	\$ 59,500.00
30	SS	7-04	CORRUGATED POLYPROPYLENE STORM SEWER PIPE 36 IN. DIAM. INCL. TRENCH	LF	128	\$ 175.00	\$ 22,400.00	\$ 260.00	\$33,280.00	\$ 395.00	\$ 50,560.00	\$ 297.00	\$ 38,016.00
31	SS	7-04	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM. INCL. TRENCH	LF	276	\$ 60.00	\$ 16,560.00	\$ 60.00	\$16,560.00	\$ 110.00	\$ 30,360.00	\$ 207.00	\$ 57,132.00
32	SS	7-04	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM. INCL. TRENCH	LF	63	\$ 90.00	\$ 5,670.00	\$ 120.00	\$7,560.00	\$ 140.00	\$ 8,820.00	\$ 229.00	\$ 14,427.00
33	SS	7-04	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM. INCL. TRENCH	LF	32	\$ 120.00	\$ 3,840.00	\$ 180.00	\$5,760.00	\$ 75.00	\$ 2,400.00	\$ 235.00	\$ 7,520.00
34	SS	7-04	DUCTILE IRON STORM SEWER PIPE 24 IN. DIAM. INCL. TRENCH	LF	88	\$ 140.00	\$ 12,320.00	\$ 220.00	\$19,360.00	\$ 225.00	\$ 19,800.00	\$ 360.00	\$ 31,680.00
35	SS	7-04	DUCTILE IRON STORM SEWER PIPE 30 IN. DIAM. INCL. TRENCH	LF	178	\$ 175.00	\$ 31,150.00	\$ 400.00	\$71,200.00	\$ 395.00	\$ 70,310.00	\$ 450.00	\$ 80,100.00
36	SS	7-05	CATCH BASIN TYPE 1	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,800.00	\$ 5,600.00
37	SS	7-05	CATCH BASIN TYPE 1L	EA	6	\$ 3,500.00	\$ 21,000.00	\$ 3,200.00	\$19,200.00	\$ 2,200.00	\$ 13,200.00	\$ 2,500.00	\$ 15,000.00
38	SS	7-05	CATCH BASIN TYPE 2 48 IN. DIAM.	EA	14	\$ 4,500.00	\$ 63,000.00	\$ 4,700.00	\$65,800.00	\$ 5,000.00	\$ 70,000.00	\$ 6,750.00	\$ 94,500.00
39	SS	7-05	CATCH BASIN TYPE 2 60 IN. DIAM.	EA	4	\$ 10,000.00	\$ 40,000.00	\$ 8,000.00	\$32,000.00	\$ 10,000.00	\$ 40,000.00	\$ 10,100.00	\$ 40,400.00
40	SS	7-08	PLUGGING EXISTING PIPE	EA	14	\$ 100.00	\$ 1,400.00	\$ 400.00	\$5,600.00	\$ 550.00	\$ 7,700.00	\$ 1,250.00	\$ 17,500.00
41	SP	7-08	UNSUITABLE PIPE FOUNDATION EXCAVATION INCL. HAUL	CY	106	\$ 45.00	\$ 4,770.00	\$ 55.00	\$5,830.00	\$ 99.00	\$ 10,494.00	\$ 112.00	\$ 11,872.00
42	SP	7-09	DUCTILE IRON WATER MAIN, CLASS 52, 8 IN. DIAM.	LF	170	\$ 140.00	\$ 23,800.00	\$ 260.00	\$44,200.00	\$ 350.00	\$ 59,500.00	\$ 375.00	\$ 63,750.00
43	SP	7-09	ADDITIONAL DUCTILE IRON WATER MAIN FITTINGS AND RESTRAINED JOINTS	LB	750	\$ 5.00	\$ 3,750.00	\$ 12.00	\$9,000.00	\$ 7.00	\$ 5,250.00	\$ 6.50	\$ 4,875.00
44	SP	7-09	CONNECTION TO EXISTING WATER SYSTEM	EA	6	\$ 4,000.00	\$ 24,000.00	\$ 4,000.00	\$24,000.00	\$ 4,000.00	\$ 24,000.00	\$ 5,600.00	\$ 33,600.00
45	SP	7-12	GATE VALVE 8 IN.	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,600.00	\$5,200.00	\$ 2,500.00	\$ 5,000.00	\$ 2,750.00	\$ 5,500.00
46	SP	7-15	SERVICE CONNECTION, 3/4 IN. DIAM.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,450.00	\$ 2,450.00
47	SP	8-01	TESC/SWPPP	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$1,000.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00
48	SS	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 34,000.00	\$34,000.00	\$ 12,000.00	\$ 12,000.00	\$ 19,000.00	\$ 19,000.00
49	SP	8-02	SEEDING, FERTILIZING, AND MULCHING	SY	420	\$ 12.00	\$ 5,040.00	\$ 3.00	\$1,260.00	\$ 10.00	\$ 4,200.00	\$ 4.00	\$ 1,680.00
50	SS	8-14	CEMENT CONC. SIDEWALK	SY	30	\$ 90.00	\$ 2,700.00	\$ 155.00	\$4,650.00	\$ 207.00	\$ 6,210.00	\$ 120.00	\$ 3,600.00
51	SS	8-14	DETECTABLE WARNING SURFACE	SF	24	\$ 12.00	\$ 240.00	\$ 50.00	\$1,200.00	\$ 64.00	\$ 1,536.00	\$ 125.00	\$ 3,000.00
52	SS	8-15	QUARRY SPALLS	TON	180	\$ 65.00	\$ 11,700.00	\$ 45.00	\$8,100.00	\$ 111.00	\$ 19,980.00	\$ 63.00	\$ 11,340.00
53	SS	8-21	PERMANENT SIGNING	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00
54	SS	8-22	PAINT LINE	LF	1,501	\$ 10.00	\$ 15,010.00	\$ 1.40	\$2,101.40	\$ 1.50	\$ 2,251.50	\$ 2.00	\$ 3,002.00
55	SS	8-22	PLASTIC CROSSWALK LINE	SF	200	\$ 12.00	\$ 2,400.00	\$ 9.00	\$1,800.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00
						Subtotal Bid Schedule	\$ 1,091,485.21	\$	1,307,124.40	\$	1,368,799.69	\$	1,504,921.00
						Sales Tax (9.4 percent)	\$ 102,599.61	\$	122,869.69	\$	128,667.17	\$	141,462.57
						<b>TOTAL BID SCHEDULE (subtotal plus sales tax)</b>	<b>\$ 1,194,084.82</b>	<b>\$</b>	<b>1,429,994.09</b>	<b>\$</b>	<b>1,497,466.86</b>	<b>\$</b>	<b>1,646,383.57</b>
<b>BID SUMMARY</b>													
						TOTAL BASE BID:	\$ 326,422.25	\$	451,564.91	\$	498,528.14	\$	493,512.15
						TOTAL SCHEDULE A:	\$ 1,194,084.82	\$	1,429,994.09	\$	1,497,466.86	\$	1,646,383.57
						TOTAL COMBINED:	\$ 1,520,507.07	\$	1,881,559.00	\$	1,995,995.00	\$	2,139,895.73

Sealed bids were opened at the City of Orting, City Hall  
110 Train Street SE, Orting, WA at 11:00 AM May 3, 2022

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcription of the unit prices and total amount bid.

Signature/Date 

\*\*\*Apparent Low Bidder



2022/05/04



**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>	<b>AB22-42</b>		<b>5.18.2022</b>	
Orting School District Transportation Interlocal Agreement.				
	<b>Department:</b>	Administration/Parks and Recreation		
	<b>Date Submitted:</b>	<b>5.12.2022</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>	ASAP			
<b>Submitted By:</b>	Kim Agfalvi, City Clerk			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Interlocal Agreement			
<b>SUMMARY STATEMENT:</b>	<p>The City of Orting and the Orting School District interlocal agreement will allow the City to utilize district transportation services, to transport participants of the summer Youth Outdoor Adventure Program (YOAP) to the various activity locations. The duration of the interlocal agreement will be from July 1, 2022 – August 31, 2022.</p>			
<b>RECOMMENDED ACTION: <u>Action:</u></b>	<p>Move forward to the May 25<sup>th</sup> meeting as a consent agenda item.</p>			
<b>FUTURE MOTION: <u>Motion:</u></b>	<p>To authorize the City to sign an interlocal agreement with the Orting School District from July 1, 2022 through August 31, 2022 for transportation services for the summer youth program.</p>			



# ORTING

School District #344

121 Whitesell Street NE; Orting, WA 98360  
360-872-4036

## Interlocal Agreement Transportation Services for Summer Programs

This interlocal agreement is made on May 19, 2022, between Orting School District No. 344, City of Orting, State of Washington, herein referred to as District, and the City of Orting, herein referred to as City.

### SECTION ONE PURPOSE OF AGREEMENT

1. City provides summer recreational programming for school aged Orting youth, and seeks to utilize District transportation services, billable at prevailing rates, to transport participants and City staff to local sites.
2. District agrees to perform these services for City under the terms and conditions set forth in this interlocal agreement.
3. The City and District are authorized by RCW 39.34.080 to enter into this Agreement, and it is the intent of the parties that no separate entity nor jointly owned property result from this agreement.

### SECTION TWO DESCRIPTION OF WORK

The work to be performed by District includes all services generally performed by District transportation services including, but not limited to:

1. Transport participants of City sponsored summer youth programming to and from local sites of educational and recreational interest as selected by City staff.

### SECTION THREE PAYMENT

District will perform the work described above as requested by the City for the summer 2022 youth recreational programming offerings. Payment of services will be charged at the following rates:

1. \$32.82/hour for a driver; and
2. *\$2.61/mile*

The district will Invoice City Monthly for prior months services.

## SECTION FOUR RELATIONSHIP OF PARTIES

For the purposes of this agreement, the District is an independent contractor of the City. The City is interested in the results to be achieved, and the conduct and control of the work will lie solely with District. The District or its employees or agents tasked with providing the requested services under this agreement are not to agents or employee of City for any purpose, and the employees of District are not entitled to any of the benefits that City provides for City's employees.

This is a nonexclusive agreement. It is understood that City reserves the right to utilize other transportation services from other vendors for the purposes stated herein and this agreement does not entitle the District to the services described herein. .

At all times the District shall have sole control over the manner and means of executing this interlocal agreement and shall complete it according to District's own means and methods of work.

The District will be solely for and will superintend the execution of all works covered by this agreement.

## SECTION FIVE LIABILITY

District is directly accountable and responsible to the City and its students and families for the services it renders.

The work to be performed under this Agreement will be performed entirely at District's risk, and District assumes all responsibility for its employees and agents, the services, and for the condition of equipment used in the performance of this Agreement.

Prior to commencement of services under this interlocal agreement, District shall procure and maintain in force for the life of this interlocal agreement, the insurance coverage required in this Paragraph. Insurance is to be placed with insurers authorized to conduct business in the State of Washington and with an A.M. Best Co. rating of no less than A-.

- Commercial General Liability issued on form CG 00 01:
  - \$1,000,000 Per occurrence for bodily injury and property damage.
  - \$1,000,000 Personal injury
  - \$3,000,000 Annual aggregate limit.
  - An endorsement shall be issued on the general liability policy naming Orting School District; its directors, officers, representatives, employees and agents as additional insureds. Additional insured includes ongoing and completed operations.
  - The policy shall include a waiver of subrogation clause and be primary and non-contributory. Orting School District coverage shall be considered excess over any other available coverage.
  
- A certificate of insurance and additional insured endorsement shall be submitted to the Orting School District prior to commencing work.



- Certificate Holder:
  - Orting School District  
121 Whitesell Street NE  
Orting, WA 98360
- Notification shall be submitted to the District as soon as possible of any cancellation or material changes in coverage.

## SECTION SIX DURATION

Either party may cancel this contract on 30 days written notice; otherwise, the interlocal agreement shall remain in force for July 1, 2022 through August 31, 2022.

## SECTION SEVEN SUSPENSION AND DEBARMENT

As an irrevocable prerequisite to conducting business pursuant to this agreement, the City and District hereby ensure full compliance with all suspension and debarment regulations. Discovery of any deficiency, regarding such compliance, will provide grounds for nullification of this interlocal agreement.

## SECTION EIGHT INDEMNIFICATION

Consistent with Section Five herein, the District shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees and agents in performing this agreement. District shall also indemnify City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to District's employees engaged in performance of the contract.

The City shall indemnify District against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or resulting from the City's negligent performance of the contract. City shall also indemnify District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to City's employees engaged in performance of the contract.

In the event the parties are determined jointly liable to any claimant or litigant, each party shall bear responsibility for its own defense, including the payment of attorney fees and costs associated therewith, and shall satisfy any judgment or settlement to the extent fault is allocated to such party.

SECTION NINE  
MODIFICATION OF CONTRACT

Procedures hereunder may be revised from time to time as mutually agreed to in writing by the District and the City.

SECTION ELEVEN  
MISCELLANIOUS

Applicable Laws – This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any dispute resulting from this Agreement may recover its attorneys’ fees and costs related to the dispute. Any legal dispute related to this Agreement shall have sole jurisdiction in the Superior Court for Pierce County, Washington.

The parties agree to comply with all applicable state, federal and local laws, ordinances, regulations and codes in performance of this agreement.

Notice given pursuant to this contract shall be given in writing by directing it to the representatives identified in the signature block below.

The City and District acknowledge that they are public agencies subject to the Washington Public Records Act, Ch. 42.56 RCW. In accordance with the parties obligations under the PRA, the parties shall retain their own records regarding the performance of this agreement and independently respond to requests from the public for those records.

The parties agree that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possibly by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age, except minimum age and retirement provisions, marital status, sexual orientation, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a disabled person.

The parties shall publish this agreement on the parties’ websites by title, or file a copy with the Pierce County Auditor’s office prior to its effective date.

Signature block on following page.

**ORTING SCHOOL DISTRICT NO. 344**

By: Marcine Bannan

Its: Director of Business Services

\_\_\_\_\_  
District Signature

Date: \_\_\_\_\_

**PROVAIL**

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**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>  Meeting Space Rental.	<b>AB22-44</b>		<b>5.18.2022</b>	
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>5.12.2022</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>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> N/A				
<b>Attachments:</b> Meeting Space Rental Policy				
<b>SUMMARY STATEMENT:</b>				
<p>The City has established guidelines to ensure successful rental of meeting space by community members and organizations. The priority of the meeting rooms would be reserved for City business, but the City will open up the meeting rooms to the public for use citizens and organizations gathering to conduct non-profit, civic, community and cultural, educational related activities of professional meetings.</p>				
<b>Available Rooms and Room Capacity</b>				
<ul style="list-style-type: none"> <li>• City Council Chambers: Capacity: 80 chairs</li> <li>• Training Room: Capacity: 20 chairs</li> </ul>				
<b>Fees for Use (minimum 1-hour fee charge)</b>				
	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				

- 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.

**RECOMMENDED ACTION: Action:**

Move forward to meeting on May 25<sup>th</sup>, 2022 as a consent agenda item.

**FUTURE MOTION: Motion:**

To authorize the City to allow for rental of meeting spaces for the proposed amount(s) per hour, within the established public meeting room policies as adopted.



## 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) 893-9008.

## **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 360-893-9008 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.



**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>  Police Chief Hiring Process.	<b>AB22-46</b>			
			<b>5.18.2022</b>	
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>5.12.2022</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>	ASAP			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> See Summary				
<b>Attachments:</b> Memorandum Outlining Chief Hiring Process				
<b>SUMMARY STATEMENT:</b>				
<p>Chief Gard has announced his retirement effective May 27, 2022. To select a new Chief, staff have outlined a recruitment process that includes the assistance of a Washington Association of Sheriff and Police Chiefs Executive Recruitment and Selection consultant. The consultant will help develop recruitment materials, advertise and advise on the selection process. Staff will have to engage an outside investigator to complete background on the final candidate. The process to recruit a new chief will likely take several months and we will not likely have a new chief until late fall or early winter.</p> <p>That attached memorandum outlines the process to complete a hiring process and includes a number of steps where council input will be required.</p>				
<b>RECOMMENDED ACTION:</b>				
Informational Only.				



# Memo

To: Council Members

From: Scott Larson, City Administrator

cc: Mayor Penner

Date: May 13, 2022

Re: Chief of Police Recruitment Process

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## Recommended Chief of Police Recruitment Process

We are recommending that we utilize WASPC's executive recruitment services to assist the city through its Chief of Police recruitment process. The WASPC Executive Recruitment and Selection Process is designed to assist clients who need to identify and select a police department chief executive officer or senior commander.

Areas of this service that the WASPC team can assist with include:

- Profile development of the ideal candidate
- Advertisement and recruitment
- Applicant screening
- Interview process development and coordination
- Facilitation of community or stakeholder forums
- Final interview with the appointing authority

The scope of WASPC's service only includes recruitment and selection and does not cover background investigations, polygraph or psychological evaluations. Staff recommend the following general outline:

1. Preliminary Steps
  - a. Update Job Description – Review the existing Chief job description to make sure it meets the current and expected needs of the city.
  - b. Candidate Profile Development – What are we looking for in our next Chief
  - c. Salary Review – Review salary and benefits of comparable city's to make sure we have a competitive offer package.

- d. Scope of Recruitment – Are we looking for local candidates, out of state candidates (Oregon, California) or nationwide?
  - i. If we want to look at out of state candidates we will likely have to pay travel expenses for the interview process.
- e. Develop Written Questions for Candidates to respond to.
- 2. Advertise/Review initial applications
  - a. Utilize WASPC, AWC and other organizations to contact potential candidates.
  - b. WASPC receives applications and provides initial review of interested candidates and weeds out individuals that don't meet the city's minimum qualifications.
  - c. Mayor and City Administrator complete review of qualified candidates to determine who to interview.
  - d. Ask candidates who we want to interview to respond to written questions.
- 3. Interview Process
  - a. Community Stakeholder Panel – Mayor will appoint a panel of approximately 5 community members to interview candidate.
  - b. Community Reception – All candidates, council and the community will be invited to reception to meet with candidates and provide written feedback on candidates.
  - c. WASPC will assist Mayor and City Administrator review information gathered thus far in interview process and select candidates for final Mayor/Council Member/City Administrator Interview.
- 4. Background
  - a. City will hire a third-party investigator to conduct a background check on Mayor's preferred candidate.
  - b. City will conduct polygraph and psychological assessment if candidate passes background.
- 5. Appointment/Council Confirmation
  - a. Mayor and City Administrator will negotiate a wage and benefit package and appoint candidate to Chief of Police.
  - b. Council will have an opportunity to confirm the Mayor's appointment for Chief of Police.



**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 Non-profit 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 110 Train 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 addiction treatment 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>  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. <b>Final approval of the event would be contingent on the purchase of event insurance and submitting proof of insurance to the City.</b></p>				
<b>RECOMMENDED MOTION: <u>Action:</u></b>				
Move forward to meeting on May 25 <sup>th</sup> , 2022 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve Resolution No. 2022-12, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Rock Festival; and to approve Resolution No. 2022-13; a resolution of the City of Orting, authorizing a grant of funds in the amount of \$3,000.00 to the Orting Rock Festival.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2022-12**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF THE ORTING  
ROCK FESTIVAL.**

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**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, 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; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from the Orting Rock Festival; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on May 5th, 2022, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Rock Festival has been an institution of public service for many years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the agricultural assets that are fundamental to the City; and

**WHEREAS**, the City Council finds that the Orting Rock Festival’s application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

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

**Section 1. Declaration of Public Purpose.** The City Council declares that the Orting Rock Festival is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s sponsorship of the Orting Rock Festival, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Orting Rock Festival’s

application for sponsorship, on Saturday, July 16th, 2022 from 7:00am– 10:00pm. The Mayor is authorized to enter into a contract with the Orting Rock Festival to memorialize the City’s sponsorship described herein.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25<sup>th</sup>, DAY OF MAY, 2022.**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Kimberly Agfalvi, City Clerk

Approved as to form:

---

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

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2022-12**

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

---

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

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

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

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on May 5<sup>th</sup>, 2022, and recommended approval of the application; and

**WHEREAS**, the applicant has represented that this grant shall be used by the applicant to help purchase event insurance and a stage rental; and

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

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

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

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

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s grant funding Orting Rock Festival, pursuant to the City’s Policy, in the amount of

\$3,000.00. The Mayor is authorized to enter into a contract with the Orting Rock Festival to memorialize the City's grant funding described herein.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th DAY OF May, 2022.**

CITY OF ORTING

\_\_\_\_\_  
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kimberly Agfalvi, City Clerk

Approved as to form:

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



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 Hoplauf

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:

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

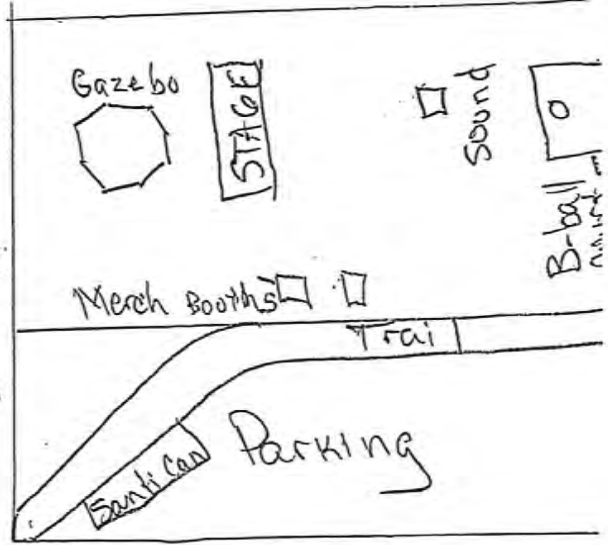
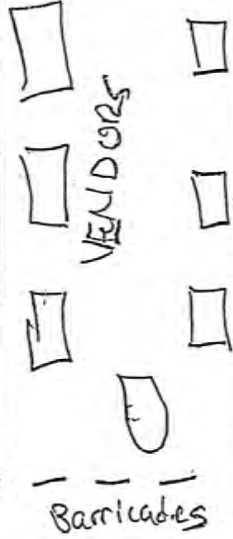
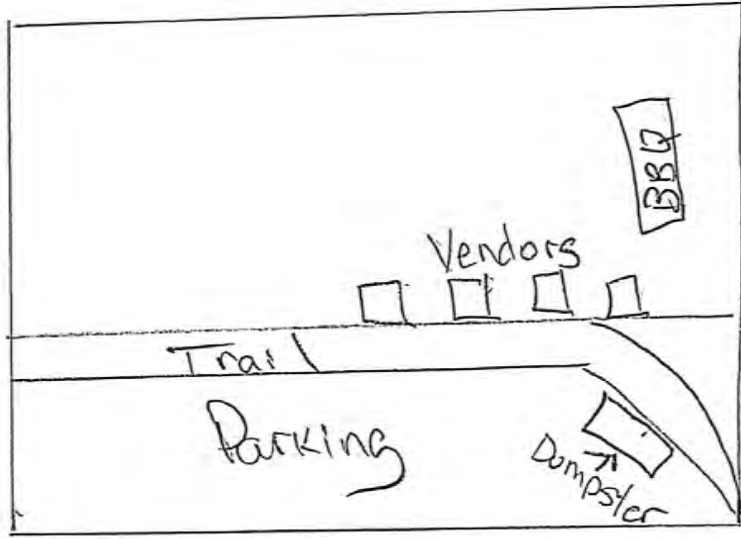
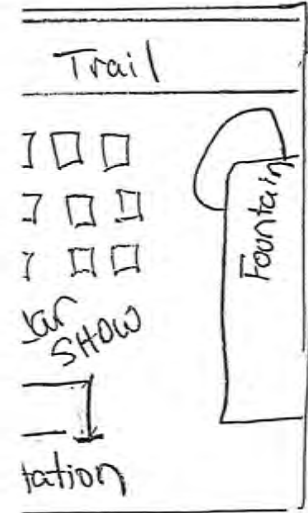
- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down 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



# 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

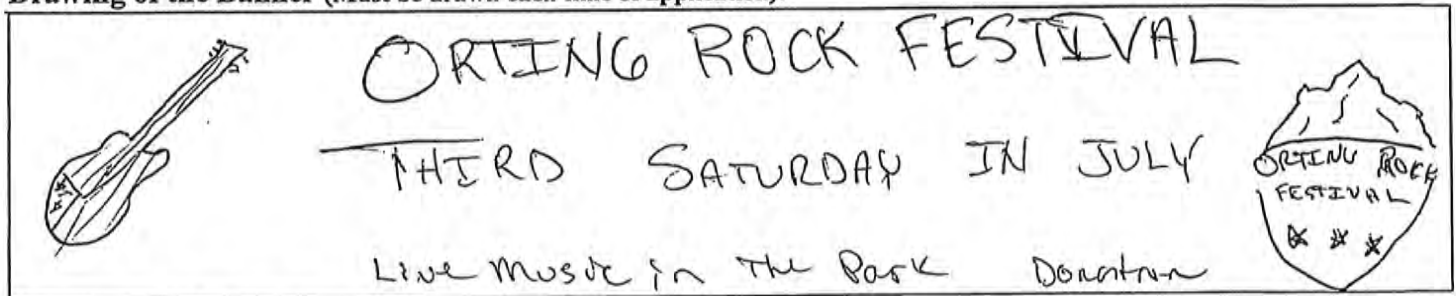
Location of Banner Preferred (MARK ONE):  
 SR162 & KeyBank Sign \$35.00  
 SR162 & Leber \$35.00

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**



# 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



**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>  2021 Annual Financial Report	<b>AB22-47</b>		<b>5.18.2022</b>	<b>N/A</b>
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	<b>5.16.2022</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>	None			
<b>Timeline:</b>	Council Review			
<b>Submitted By:</b>	Gretchen Russo			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> 2021 Annual Financial Report				
<b>SUMMARY STATEMENT:</b>				
<p>City staff compile an annual that is due to the State Auditor at the end of May. The fiscal year 2021 report is complete and ready for submission to the State Auditor. This report will be audited, probably in the fall based on Auditor availability along with the fiscal year 2020 report which is still awaiting an audit. When the audit is complete staff will bring back an audit report.</p>				
<b>RECOMMENDED ACTION:</b> Review only.				

**City of Orting**  
**Notes to the Financial Statements**  
**For the year ended December 31, 2021**

**Note 1 - Summary of Significant Accounting Policies**

The City of Orting was incorporated on April 22, 1889 and operates under the laws of the state of Washington applicable to an optional code city with a Mayor-Council form of government. The City of Orting is a general purpose local government and provides public safety, street improvement, parks and recreation, and general administrative services. In addition, the City owns and operates a water, sewer and stormwater system.

The City of Orting reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements. (see note to the financial statements)
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances are not presented using the classifications defined in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

#### Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the government.

#### Debt Service Funds

These funds account for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

#### Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

#### Permanent Funds

These funds account for financial resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support programs for the benefit of the government or its citizenry.

#### PROPRIETARY FUND TYPES:

##### Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges.

#### FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as an agent on behalf of others.

##### Private-Purpose Trust Funds

These funds report all trust arrangements under which principal and income benefit individuals, private organizations or other governments.

##### Custodial Funds

These funds are used to account assets that the government holds on behalf of others in a custodial capacity.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid.

In accordance with state law the City of Orting also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

C. Cash and Investments

See Note 4, *Deposits and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of 5 years. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Compensated Absences

Vacation leave may be accumulated up to thirty days and is payable upon separation or retirement. Sick leave may be accumulated up to 960 hours. Upon separation or retirement non-management employees receive payment for unused sick leave depending on their tenure. Upon separation or retirement managers receive 25% of a maximum accumulation of 960 hours of sick leave. Payments are recognized as expenditures when paid.

F. Long-Term Debt

See Note 5, Long-term Debt

G. Reserved Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments is reported as committed when it is subject to restrictions on use imposed by the budget established by the city's legislative body. Beginning and Ending Cash Investments are reported as restricted or nonspendable when restrictions on use are imposed by external parties. When expenditures that meet restrictions are incurred, the city intends to use reserved resources first before using unreserved amounts.



Reservations of Ending Cash and Investments consist of:

Fund	Ending Cash & Investments	Reserved Type
Current Expense	\$1,657,641.42	Committed
City Streets	\$486,296.96	Committed
Cemetery	\$90,871.50	Committed
Parks Department	\$26,202.91	Restricted
Parks Department	\$315,911.66	Committed
Tourism Fund	\$5,085.07	Committed
TBD	\$280,434.27	Committed
ARPA - Coronavirus	\$1,203,529.18	Committed
Police Department Drug	\$126.72	Committed
Transportation Impact	\$349,547.77	Committed
Water	\$2,475,399.42	Committed
Wastewater	\$9,168,661.47	Committed
Stormwater	\$2,497,246.12	Committed
Treasurer's Trust	\$1,419.43	Nonspendable
Evidence/Property	\$5,283.11	Nonspendable
Cemetery Perpetual Fund	\$2,134.74	Restricted
Cemetery Perpetual Fund	\$523,380.40	Nonspendable
Skinner Estate Fund	\$23,476.17	Assigned
Skinner Estate Fund	\$457,337.02	Nonspendable

**Note 2 – Budget Compliance**

A. Budgets

The City of Orting adopts annual appropriated budgets. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

Fund	Final Appropriated Amounts	Actual Expenditures	Variance
Current Expense	3,821,339.00	3,703,998.71	117,340.29
City Streets	969,655.00	902,413.86	67,241.14
Cemetery	101,565.00	83,218.67	18,346.33
Parks Department	942,746.00	793,755.09	148,990.91
Tourism Fund	5,720.00	0.00	5,720.00
TBD	43,353.00	42,152.79	1,200.21
ARPA - Coronavirus	0.00	0.00	0.00
Police Department Drug	3,300.00	0.00	3,300.00
Vehicle Purchase 2016	100,423.11	100,306.60	116.51
Backhoe Purchase 2017	24,058.10	24,030.18	27.92
Emergency Evacuation Bridge	260,000.00	210,683.15	49,316.85
City Hall Construction	3,758.00	3,757.58	0.42
Transportation Impact	250,000.00	48,177.17	201,822.83
Water	2,072,192.64	1,838,667.69	233,524.95
Wastewater	14,149,646.33	2,025,780.97	12,123,865.36
Stormwater	2,870,892.53	896,344.04	1,974,548.49
Utility Land Acquisition	65,000.00	44,837.84	20,162.16
Cemetery Perpetual Fund	0.00	0.00	0.00
Skinner Estate Fund	2,000.00	0.00	2,000.00

Budgeted amounts are authorized to be transferred between departments within any fund/object classes within departments, however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, salary ranges, hours, or other conditions of employment must be approved by the city's legislative body.

**Note 3 – COVID-19 Pandemic**

In February 2020, the Governor of the State of Washington declared a state of emergency in response to the spread of the deadly new virus known as COVID-19. In the months following the declaration, precautionary measures to slow the spread of the virus were ordered. The measures included closing schools, cancelling public events, limiting public and private gatherings, and restricting business operations, travel and non-essential activities. This impacted the Parks fund revenue and expenditures as the activities had to be cancelled.

In 2021 most city facilities were reopened to the public. While some activities have been limited or temporarily curtailed, the City continues to operate all major functions and meet its public mandates. The City has remained economically stable and continues to adapt to the changing conditions.

#### **Note 4 – Deposits and Investments**

Investments are reported at original cost. Investments by type at December 31, 2021 are as follows:

<u>Type Deposit or Investment</u>	<u>City's own investments</u>	<u>Investments held by city as an agent for other local governments, individuals or private organizations.</u>	<u>Total</u>
Bank deposits	\$ 2,947,915.58	\$0.00	\$ 2,947,915.58
L.G.I.P.	\$14,469,766.51	\$0.00	\$14,469,766.51
U.S. Government & Agency Securities	\$ 3,534,837.00	\$0.00	\$ 3,534,837.00
Total	\$20,952,519.09	\$0.00	\$20,952,519.09

It is the city's policy to invest all temporary cash surpluses. The interest on these investments is prorated to the various funds.

#### **Investments in the State Local Government Investment Pool (LGIP)**

The city is a voluntary participant in the Local Government Investment Pool, an external investment pool operated by the Washington State Treasurer. The pool is not rated and not registered with the SEC. Rather, oversight is provided by the State Finance Committee in accordance with Chapter 43.250 RCW. Investments in the LGIP are reported at amortized cost, which is the same as the value of the pool per share. The LGIP does not impose any restrictions on participant withdrawals.

The Office of the State Treasurer prepares a stand-alone financial report for the pool. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, online at [www.tre.wa.gov](http://www.tre.wa.gov).

#### **Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the city would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The city's deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered or held by the city or its agent in the government's name.

## **Note 5 – Long Term Debt**

### **Debt Service**

The accompanying Schedule of Liabilities provides more details of the outstanding debt and liabilities of the city and summarizes the city's debt transactions for year ended December 31, 2020.

The debt service requirements for general obligation bonds, revenue bonds and loans are as follows:

	Interest	Principal	Total
2021	\$32,113.92	\$357,495.56	\$389,609.48
2022	\$23,484.89	\$209,013.26	\$232,498.15
2023	\$18,335.02	\$204,639.96	\$222,974.98
2024	\$14,743.96	\$163,821.81	\$178,565.77
2025	\$12,286.64	\$163,821.81	\$176,108.45
2026-2029	\$24,573.27	\$655,287.28	\$679,860.55
TOTALS	\$125,537.70	\$1,754,079.68	\$1,879,617.38

## **Note 6 -Pension Plans**

### **A. State Sponsored Pension Plans**

Substantially all city's full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans.

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available comprehensive annual financial report (CAFR) that includes financial statements and required supplementary information for each plan. The DRS CAFR may be obtained by writing to:

Department of Retirement Systems  
Communications Unit  
P.O. Box 48380  
Olympia, WA 98540-8380

Also, the DRS CAFR may be downloaded from the DRS website at [www.drs.wa.gov](http://www.drs.wa.gov).

At June 30, 2021 (the measurement date of the plans), the city's proportionate share of the collective net pension liabilities, as reported on the Schedule 09, was as follows:

	Employer Contributions	Allocation %	Liability (Asset)
PERS 1	\$85,715	.0011507%	\$406,259.24
PERS 2/3	\$140,169	.014797%	\$189,245.20
LEOFF 2	51,450.20	.025810%	(\$526,486.32)

#### LEOFF Plan 2

The city also participates in the LEOFF Plan 2. The Legislature, by means of a special funding arrangement, appropriates money from the state general fund to supplement the current service liability and fund the prior service costs of Plan 2 in accordance with the recommendations of the Pension Funding Council and the LEOFF Plan 2 Retirement Board. This special funding situation is not mandated by the state constitution and could be changed by statute.

#### **Note 7 - Property Tax**

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the city. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The city's regular levy for the year 2021 was \$1.39049 per \$1,000 on an assessed valuation of \$961,158,709 for a total regular levy of \$1,336,485.

#### **Note 8 – Risk Management**

The City of Orting is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and / or jointly contracting for risk management services. WCIA has a total of 166 members.

New members initially contract for a three-year term, and thereafter automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, with a \$1,000 deductible for auto physical damage and \$25,000 deductible for property damages. Coverage includes general, automobile, police, errors or

omissions, stop gap, employment practices, prior wrongful acts, and employee benefits liability. Limits are \$4 million per occurrence in the self-insured layer, and \$16 million in limits above the self-insured layer is provided by reinsurance. Total limits are \$20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually.

Insurance for property, automobile physical damage, fidelity, inland marine, and boiler and machinery coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$750,000, for all perils other than flood and earthquake, and insured above that to \$400 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance and other administrative expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with all State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day to day operations of WCIA.

### **Note 9 – Health & Welfare**

The City of Orting is a member of the Association of Washington Cities Employee Benefit Trust Health Care Program (AWC Trust HCP). Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, form together or join a pool or organization for the joint purchasing of insurance, and/or joint self-insurance, to the same extent that they may individually purchase insurance or self-insure.

An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The AWC Trust HCP was formed on January 1, 2014, when participating cities, towns, and non-city entities of the AWC Employee Benefit Trust in the State of Washington joined together by signing an Interlocal Governmental Agreement to jointly self-insure certain health benefit plans and programs for participating employees, their covered dependents and other beneficiaries through a designated account within the Trust.

As of December 31, 2021, 262 cities/towns/non-city entities participate in the AWC Trust HCP. The AWC Trust HCP allows members to establish a program of joint insurance and provides health and welfare services to all participating members.

In April 2020, the Board of Trustees adopted a large employer policy, requiring newly enrolling groups with 600 or more employees to submit medical claims experience data in order to receive a quote for medical coverage. Outside of this, the AWC Trust HCP pools claims without regard to individual member experience. The pool is actuarially rated each year with the assumption of projected claims run out for all current members.

The AWC Trust HCP includes medical, dental and vision insurance through the following carriers: Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc., Regence BlueShield, Asuris Northwest Health, Delta Dental of Washington, and Vision Service Plan. Eligible members are cities and towns within the state of Washington. Non-City Entities (public agency, public corporation, intergovernmental agency, or political subdivision within the state of Washington) are eligible to apply for coverage into the AWC Trust HCP, submitting application to the Board of Trustees for review as required in the Trust Agreement.

Participating employers pay monthly premiums to the AWC Trust HCP. The AWC Trust HCP is responsible for payment of all covered claims. In 2020, the AWC Trust HCP purchased stop loss insurance for Regence/Asuris plans at an Individual Stop Loss (ISL) of \$1.5 million through Commencement Bay Risk Management, and Kaiser ISL at \$1 million with Companion Life through Intermediary Insurance Services. The aggregate policy is for 200% of expected medical claims.

Participating employers' contract to remain in the AWC Trust HCP for a minimum of three years. Participating employers with over 250 employees must provide written notice of termination of all coverage a minimum of 12 months in advance of the termination date, and participating employers with under 250 employees must provide written notice of termination of all coverage a minimum of 6 months in advance of termination date. When all coverage is being terminated, termination will only occur on December 31. Participating employers terminating a group or line of coverage must notify the AWC Trust HCP a minimum of 60 days prior to termination. A participating employer's termination will not obligate that member to past debts, or further contributions to the AWC Trust HCP. Similarly, the terminating member forfeits all rights and interest to the AWC Trust HCP Account.

The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Board of Trustees is comprised of four regionally elected officials from Trust member cities or towns, the Employee Benefit Advisory Committee Chair and Vice Chair, and two appointed individuals from the AWC Board of Directors, who are from Trust member cities or towns. The Trustees or its appointed delegates review and analyze Health Care Program related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW. The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110-WAC.

The accounting records of the AWC Trust HCP are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The AWC Trust HCP also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). In 2018, the retiree medical plan subsidy was eliminated, and is noted as such in the report for the fiscal year ending December 31, 2018. Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. The audit report for the AWC Trust HCP is available from the Washington State Auditor's office.

**City of Orting**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2021**

		<u>Total for All Funds (Memo Only)</u>	<u>001 Current Expense</u>	<u>101 City Streets</u>	<u>104 Cemetery</u>
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	16,330,112	1,056,824	436,383	103,851
388 / 588	Net Adjustments	409	409	-	-
<b>Revenues</b>					
310	Taxes	3,941,067	3,139,280	344,701	-
320	Licenses and Permits	374,987	374,987	-	-
330	Intergovernmental Revenues	2,388,931	400,813	555,451	-
340	Charges for Goods and Services	6,776,383	223,104	-	48,134
350	Fines and Penalties	88,914	88,789	-	-
360	Miscellaneous Revenues	145,317	62,789	32,858	104
Total Revenues:		<u>13,715,599</u>	<u>4,289,762</u>	<u>933,010</u>	<u>48,238</u>
<b>Expenditures</b>					
510	General Government	979,783	979,783	-	-
520	Public Safety	2,158,216	2,158,216	-	-
530	Utilities	3,403,739	113	17	60,983
540	Transportation	254,364	1,553	252,811	-
550	Natural/Economic Environment	204,432	204,432	-	-
560	Social Services	2,581	2,581	-	-
570	Culture and Recreation	329,699	63,297	-	-
Total Expenditures:		<u>7,332,814</u>	<u>3,409,975</u>	<u>252,828</u>	<u>60,983</u>
Excess (Deficiency) Revenues over Expenditures:		<u>6,382,785</u>	<u>879,787</u>	<u>680,182</u>	<u>(12,745)</u>
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	231,115	11,962	19,318	22,002
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	4,185	2,685	-	-
Total Other Increases in Fund Resources:		<u>235,300</u>	<u>14,647</u>	<u>19,318</u>	<u>22,002</u>
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	2,763,644	194,014	618,764	9,399
591-593, 599	Debt Service	389,579	47,914	-	-
597	Transfers-Out	231,116	51,853	30,825	12,836
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	988	250	-	-
Total Other Decreases in Fund Resources:		<u>3,385,327</u>	<u>294,031</u>	<u>649,589</u>	<u>22,235</u>
<b>Increase (Decrease) in Cash and Investments:</b>		<b><u>3,232,758</u></b>	<b><u>600,403</u></b>	<b><u>49,911</u></b>	<b><u>(12,978)</u></b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	546,856	-	-	-
50831	Restricted	485,675	-	-	-
50841	Committed	18,530,751	1,657,641	486,297	90,872
50851	Assigned	-	-	-	-
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		<u>19,563,282</u>	<u>1,657,641</u>	<u>486,297</u>	<u>90,872</u>



**City of Orting**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2021**

		109 ARPA - Coronavirus	120 Police Department Drug	202 LOCAL Vehicle Purchase 2016	203 LOCAL Backhoe Purchase 2017
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	-	127	-	-
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	1,202,906	-	-	-
340	Charges for Goods and Services	-	-	-	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	623	-	-	-
Total Revenues:		1,203,529	-	-	-
<b>Expenditures</b>					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	-	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		-	-	-	-
Excess (Deficiency) Revenues over Expenditures:		1,203,529	-	-	-
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	-	100,309	24,032
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	-	100,309	24,032
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	-	-	-	-
591-593, 599	Debt Service	-	-	100,281	24,025
597	Transfers-Out	-	-	27	5
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		-	-	100,308	24,030
Increase (Decrease) in Cash and Investments:		1,203,529	-	1	2
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	-	-	-
50841	Committed	1,203,529	127	-	-
50851	Assigned	-	-	-	-
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		1,203,529	127	-	-

**City of Orting**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2021**

		<u>401 Water</u>	<u>408 Wastewater</u>	<u>410 Stormwater</u>	<u>412 Utility Land Acquisition</u>
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	1,884,458	8,192,437	2,334,994	44,797
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	35,979	-
340	Charges for Goods and Services	2,407,574	2,967,949	1,015,306	-
350	Fines and Penalties	125	-	-	-
360	Miscellaneous Revenues	8,926	18,745	5,398	41
Total Revenues:		<u>2,416,625</u>	<u>2,986,694</u>	<u>1,056,683</u>	<u>41</u>
<b>Expenditures</b>					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	1,302,733	1,396,957	642,936	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		<u>1,302,733</u>	<u>1,396,957</u>	<u>642,936</u>	<u>-</u>
Excess (Deficiency) Revenues over Expenditures:		<u>1,113,892</u>	<u>1,589,737</u>	<u>413,747</u>	<u>41</u>
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	11,485	15,311	1,916	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	1,500	-	-	-
Total Other Increases in Fund Resources:		<u>12,985</u>	<u>15,311</u>	<u>1,916</u>	<u>-</u>
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	293,258	603,603	239,872	12,952
591-593, 599	Debt Service	217,359	-	-	-
597	Transfers-Out	25,319	24,819	13,203	31,886
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	406	332	-
Total Other Decreases in Fund Resources:		<u>535,936</u>	<u>628,828</u>	<u>253,407</u>	<u>44,838</u>
<b>Increase (Decrease) in Cash and Investments:</b>		<u>590,941</u>	<u>976,220</u>	<u>162,256</u>	<u>(44,797)</u>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	-	-	-
50841	Committed	2,475,399	9,168,661	2,497,246	-
50851	Assigned	-	-	-	-
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		<u>2,475,399</u>	<u>9,168,661</u>	<u>2,497,246</u>	<u>-</u>

**City of Orting**  
**Fiduciary Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2021**

		<u>Total for All Funds (Memo Only)</u>	<u>Custodial</u>
308	Beginning Cash and Investments	12,054	12,054
388 & 588	Net Adjustments	(409)	(409)
310-390	Additions	83,743	83,743
510-590	Deductions	88,682	88,682
	Net Increase (Decrease) in Cash and Investments:	(4,939)	(4,939)
508	Ending Cash and Investments	6,702	6,702

*The accompanying notes are an integral part of this statement.*

Name	Type	County	BARS Account	BARS Name	Amount
Orting	City	Pierce	311	Property Tax	0
Orting	City	Pierce	3131	Sales and Use Taxes	0
Orting	City	Pierce	3164	Business and Occupation Taxes on Utilities	0
Orting	City	Pierce	3176	Transportation Benefit District Vehicle Fees	178
Orting	City	Pierce	3183	Real Estate Excise Tax	344743
Orting	City	Pierce	321	Business Licenses and Permits	0
Orting	City	Pierce	322	Non-Business Licenses and Permits	0
Orting	City	Pierce	332	Federal Revenues	0
Orting	City	Pierce	333	Federal Grants - Indirect	0
Orting	City	Pierce	3332	Federal Indirect Grant from Department of Transportation	377642
Orting	City	Pierce	33397	Federal Indirect Grant from Department of Homeland Security	0
Orting	City	Pierce	334	State Grants Other	0
Orting	City	Pierce	334031	State Grant from Department of Ecology	0
Orting	City	Pierce	335	State Shared Revenues Entitlements and Impact Payments	0
Orting	City	Pierce	336	Other State Shared/Entitlement Revenue	0
Orting	City	Pierce	3360071	Multimodal Transportation - Cities	11695
Orting	City	Pierce	3360087	Motor Vehicle Fuel Tax - City Streets	166114
Orting	City	Pierce	34	Charges for Services	0
Orting	City	Pierce	35	Fines and Penalties	0
Orting	City	Pierce	36	Other Miscellaneous (Transfer)	19317
Orting	City	Pierce	36	Other Miscellaneous	32486
Orting	City	Pierce	361	Interest and Other Earnings	372
Orting	City	Pierce	395	Disposition of Capital Assets	0
Orting	City	Pierce	398	Insurance Recoveries	0
Orting	City	Pierce	52170	Traffic Policing	0
Orting	City	Pierce	54230	Roadway	139905
Orting	City	Pierce	54263	Street Lighting	62274
Orting	City	Pierce	54264	Traffic Control Devices	10716
Orting	City	Pierce	54290	Maintenance Administration and Overhead	39916
Orting	City	Pierce	54420	Engineering	1553
Orting	City	Pierce	59195	Debt Repayment - Roads/Streets and Other Infrastructure	10836
Orting	City	Pierce	59295	Interest and Other Debt Service Cost - Roads/Streets and Related Infrastructure	268
Orting	City	Pierce	59442	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	537
Orting	City	Pierce	59444	Capital Expenditures/Expenses - Roads/Streets Operations	4983
Orting	City	Pierce	59510	Capital Expenditures/Expenses - Engineering	639634
Orting	City	Pierce	59520	Capital Expenditures/Expenses - Right-Of-Way	48177
Orting	City	Pierce	59530	Capital Expenditures/Expenses - Roadway	42153
Orting	City	Pierce	59590	Capital Expenditures/Expenses - Construction Administration and Overhead	166892

**City of Orting**  
**Schedule of Liabilities**  
**For the Year Ended December 31, 2021**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
<b>General Obligation Debt/Liabilities</b>						
251.11	Backhoe	6/1/2021	23,444	-	23,444	-
251.11	Vehicle	6/1/2021	97,860	-	97,860	-
263.51	2018 Police Vehicle	11/7/2023	127,725	-	41,715	86,010
<b>Total General Obligation Debt/Liabilities:</b>			<b>249,029</b>	<b>-</b>	<b>163,019</b>	<b>86,010</b>
<b>Revenue and Other (non G.O.) Debt/Liabilities</b>						
259.12	Compensated Absences		294,655	88,194	81,455	301,394
264.30	Pension Liabilities		585,467	10,037	-	595,504
263.82	Harman Reservoir	10/1/2021	30,656	-	30,656	-
263.82	North End Reservoir	10/1/2029	1,474,396	-	163,822	1,310,574
<b>Total Revenue and Other (non G.O.) Debt/Liabilities:</b>			<b>2,385,174</b>	<b>98,231</b>	<b>275,933</b>	<b>2,207,472</b>
<b>Total Liabilities:</b>			<b>2,634,203</b>	<b>98,231</b>	<b>438,952</b>	<b>2,293,482</b>

**City of Orting**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended December 31, 2021**

Federal Agency (Pass-Through Agency)	Federal Program	CFDA Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
<b>Highway Planning and Construction Cluster</b>								
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WSDOT Local)	Highway Planning and Construction	20.205	STPUL 3284 LA 9906	181,381	-	181,381	-	1,2,3
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WA State DOT)	Highway Planning and Construction	20.205	STPUL-3269 (001)	207,847	-	207,847	-	1,2,3
<b>Total Highway Planning and Construction Cluster:</b>				<b>389,228</b>	<b>-</b>	<b>389,228</b>	<b>-</b>	
DEPARTMENTAL OFFICES, TREASURY, DEPARTMENT OF THE (via Administrative Office of the Courts)	Coronavirus Relief Fund	21.019	FAIN SLT0017	1,286	-	1,286	-	1,2,3
FEDERAL EMERGENCY MANAGEMENT AGENCY, HOMELAND SECURITY, DEPARTMENT OF (via WA Military Department)	Hazard Mitigation Grant	97.039	D19-008	33,361	-	33,361	-	1,2,3
<b>Total Federal Awards Expended:</b>				<b>423,875</b>	<b>-</b>	<b>423,875</b>	<b>-</b>	

*The accompanying notes are an integral part of this schedule.*

City of Orting  
\_\_\_\_\_  
(County/City/District)

**Local Government Risk Assumption  
For the Year Ended December 31, 2021**

1. Self-Insurance Program Manager: Scott Larson, City Administrator
- 2.
3. Manager Phone: 360-893-9006
4. Manager Email: slarson@cityoforting.org
5. How do you insure property and liability risks, if at all?
  - a. Formal self-insurance program for some or all perils/risks
  - b. Belong to a public entity risk pool
  - c. Purchase private insurance
  - d. Retain risk internally without a self-insurance program (i.e., risk assumption)
6. How do you provide health and welfare insurance (e.g., medical, dental, prescription drug, and/or vision benefits) to employees, if at all?
  - a. Self-insure some or all benefits
  - b. Belong to a public entity risk pool
  - c. All benefits provided by health insurance company or HMO
  - d. Not applicable – no such benefits offered
7. How do you insure unemployment compensation benefits, if any?
  - a. Self-insured (“Reimbursable”)
  - b. Belong to a public entity risk pool
  - c. Pay taxes to the Department of Employment Security (“Taxable”)
  - d. Not applicable – no employees
8. How do you insure workers compensation benefits, if any?
  - a. Self-insured (“Reimbursable”)
  - b. Belong to a public entity risk pool
  - c. Pay premiums to the Department of Labor and Industries
  - d. Not applicable – no employees
9. How do you participate in the Washington Paid Family & Medical Leave Program?
  - a. Self-insured (“Voluntary Plan”) for one or both program benefits
  - b. Pay premiums to the State’s program for both benefits
  - c. Not Applicable – No Employees

**If the local government DID NOT answer (a) to any of the above questions, then there is no need to complete the rest of this schedule.**

**If the local government answered (a) to any of the above questions, then answer the rest of the form in relation to the government's self-insured risks and copy the table below as needed.**

	<b><u>Please list the title of the self-insurance program or type of risk covered by self-insurance:</u></b>				
	<i>Program/Risk 1</i>	<i>Program/Risk 2</i>	<i>Program/Risk 3</i>	<i>Program/Risk 4</i>	<i>Program/Risk 5</i>
Self-Insurance as a <i>formal</i> program?	<b><u>Unemployment</u></b>				
If yes, do other governments participate?	<b><u>No</u></b>				
If yes, please list participating governments.	<b><u>N/A</u></b>				
Self-Insure as part of a joint program?	<b><u>No</u></b>				
Does a Third-Party Administer manage claims?	<b><u>No</u></b>				
If no, does an employee or official reconcile claims payments to the information in the claims management software or other records of approved claims? (Not applicable for self-insured unemployment compensation.)	<b><u>N/A</u></b>				
Has program had a claims audit in last three years?	<b><u>No</u></b>				
Are program resources sufficient to cover expenses?	<b><u>Yes</u></b>				
Does an actuary estimate program liability?	<b><u>No</u></b>				
Number of claims paid during the period?	<b><u>2</u></b>				
Total amount of paid claims during the period?	<b><u>7,181.75</u></b>				
Total amount of recoveries during the period?	<b><u>N/A</u></b>				

Provide any other information necessary to explain answers to the Schedule 21 questions above.



City of Orting  
**SCHEDULE SUMMARY OF BANK RECONCILIATION**  
 For the Fiscal Year ended December 31, 2021

[CASH BARS Schedule 06 Instructions Link](#)

FROM BANK STATEMENTS						
Bank & Investment Account name  (1)	Beginning Bank Balance  (2)	Deposits		Withdrawals		Ending Bank Balance  (7)
		Receipts  (3)	Inter-bank transfers In  (4)	Disbursements  (5)	Inter-bank transfers out  (6)	
Key Bank General	1,851,370	10,956,168	0	9,859,622	0	\$ 2,947,916
Interbank transfers from GF to ZBA			5,562,127	0	5,562,127	\$ -
US Bank Investments	3,534,837					\$ 3,534,837
LGIP	11,542,341	2,927,426	0	0	0	\$ 14,469,767
<b>Bank Totals</b>	<b>16,928,548</b>	<b>13,883,594</b>	<b>5,562,127</b>	<b>9,859,622</b>	<b>5,562,127</b>	<b>\$ 20,952,519</b>

RECONCILING ITEMS						
Beginning Deposits in Transit (8)	\$ 7,924	\$ (7,924)				
Year-end Deposits in Transit (9)		\$ 32,131				\$ 32,131
Beginning Outstanding & Open Period Items (10)	\$ (563,519)			\$ (563,519)		
Year-end Outstanding & Open Period Items (11)				\$ 1,383,877		\$ (1,383,877)
NSF Checks (12)		\$ -		\$ -		
Cancellation of unredeemed checks/warrants (13)		\$ 11,034				
Interfund transactions (14)		\$ 227,321		\$ 227,321		
Netted Transactions (15)		\$ (213,170)		\$ (213,170)		
Authorized balance of revolving, petty cash and change funds (16)	\$ 350					\$ 350
Other Reconciling Items, net (17)	\$ (31,137)	+ / -		+ / -		\$ (31,137)
<b>Reconciling Items Totals</b>	<b>\$ (586,382)</b>	<b>\$ 49,391</b>		<b>\$ 834,509</b>		<b>\$ (1,382,534)</b>

FROM GENERAL LEDGER					
	Beginning Cash & Investment Balance  (19)	Revenues & Other Increases  (20)	Expenditures & Other Decreases  (21)	Ending Cash & Investment Balance  (22)	
C4/C5 or Trial Balance Totals (18)	\$ 16,342,165	\$ 13,930,720	\$ 10,702,900	\$ 19,569,985	
Unreconciled Variance (23)	\$ -	\$ 2,265	\$ (8,769)	\$ -	

**City of Orting**  
(City/County/District)

**Labor Relations Consultant(S)**  
**For the Year Ended December 31, 2021**

Has your government engaged labor relations consultants?  Yes  No

If yes, please provide the following information for each consultant:

Name of firm: Cabot Dow Associates, Inc
Name of consultant: Cabot Dow
Business address: PO Box 1806, Bellevue, WA 98009
Amount paid to consultant during fiscal year: \$2,140.85
Terms and conditions, as applicable, including:  Rates (e.g., hourly, etc.): \$175.00 per hour in person bargaining, \$165.00 virtual bargaining  Maximum compensation allowed: \$12,000.00  Duration of services: 1 year from May 21, 2021  Services provided: Labor negotiation services

**City of Orting**  
**Schedule of Liabilities**  
**For the Year Ended December 31, 2021**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
<b>General Obligation Debt/Liabilities</b>						
251.11	Backhoe	6/1/2021	23,444	-	23,444	-
251.11	Vehicle	6/1/2021	97,860	-	97,860	-
263.51	2018 Police Vehicle	11/7/2023	127,725	-	41,715	86,010
<b>Total General Obligation Debt/Liabilities:</b>			<b>249,029</b>	<b>-</b>	<b>163,019</b>	<b>86,010</b>
<b>Revenue and Other (non G.O.) Debt/Liabilities</b>						
259.12	Compensated Absences		294,655	88,194	81,455	301,394
264.30	Pension Liabilities		585,467	10,037	-	595,504
263.82	Harman Reservoir	10/1/2021	30,656	-	30,656	-
263.82	North End Reservoir	10/1/2029	1,474,396	-	163,822	1,310,574
<b>Total Revenue and Other (non G.O.) Debt/Liabilities:</b>			<b>2,385,174</b>	<b>98,231</b>	<b>275,933</b>	<b>2,207,472</b>
<b>Total Liabilities:</b>			<b>2,634,203</b>	<b>98,231</b>	<b>438,952</b>	<b>2,293,482</b>

**City of Orting**  
**SCHEDULE OF STATE FINANCIAL ASSISTANCE (unaudited)**  
**For Fiscal Year ended December 31, 2021**

Grantor	Program Title	Identificaton Number	Amount
State Grant from Other Judicial Agencies			
	Nonrestitution Interest loss	001-334-01-20-00	60
		<b>Sub-total:</b>	<b>60</b>
State Grant from Department of Ecology			
	NPDES Stormwater	WQSWCAP-1921- ORTIPW-00018	23,511
		<b>Sub-total:</b>	<b>23,511</b>
State Grant from Department of Commerce			
	162 Pedestrian	18-96616-128	192,190
	Growth Managment	20-63314-058 #1	50,000
	Gratzer Park	16-93205-039 B	194,000
		<b>Sub-total:</b>	<b>436,190</b>
		<b>Grand total:</b>	<b>459,761</b>

**City of Orting**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended December 31, 2021**

Federal Agency (Pass-Through Agency)	Federal Program	CFDA Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
<b>Highway Planning and Construction Cluster</b>								
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WSDOT Local)	Highway Planning and Construction <i>Karen S</i>	20.205	STPUL 3284 LA 9906	181,381	-	181,381	-	1,2,3
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WA State DOT)	Highway Planning and Construction <i>Whitehawk</i>	20.205	STPUL-3269 (001)	207,847	-	207,847	-	1,2,3
<b>Total Highway Planning and Construction Cluster:</b>				<b>389,228</b>	<b>-</b>	<b>389,228</b>	<b>-</b>	
DEPARTMENTAL OFFICES, TREASURY, DEPARTMENT OF THE (via Administrative Office of the Courts)	Coronavirus Relief Fund	21.019	FAIN SLT0017	1,286	-	1,286	-	1,2,3
FEDERAL EMERGENCY MANAGEMENT AGENCY, HOMELAND SECURITY, DEPARTMENT OF (via WA Military Department)	Hazard Mitigation Grant <i>veg out fall</i>	97.039	D19-008	33,361	-	33,361	-	1,2,3
<b>Total Federal Awards Expended:</b>				<b>423,875</b>	<b>-</b>	<b>423,875</b>	<b>-</b>	

The accompanying notes are an integral part of this schedule.