

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
Regular Business Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
May 25th, 2022
7:00 p.m.

Mayor Joshua Penner, 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.

<https://us06web.zoom.us/j/86233415534?pwd=a3BoYXB2dzZnOC9raXhzV2xlaHRhUT09>

Telephone: 1-253-215-8782 - Meeting ID: 862 3341 5534 and the passcode 365739.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS.

Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on May 25th, 2022, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

3. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of May 11th, 2022.
- C. AB22-41 – Bridge Designs Scope of Work.
- D. AB22-40 – Kansas Outfall Bids.
- E. AB22-43 – Orting School District Interlocal Agreement.
- F. AB22-44 – Meeting Space Rental.
- G. AB22-39 – Orting Rock Festival Sponsorship and Grant.

Motion: To approve consent agenda as prepared.

4. NEW BUSINESS.

- A. AB22-37 – Recovery Café Old City Hall Lease.

Motion: To authorize the Mayor to enter into a lease agreement with the Recovery Café to lease the Old City Hall building.

5. EXECUTIVE SESSION.

6. ADJOURNMENT.

Motion: To Adjourn.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: June 8th, 2022 7:00pm

VOUCHER/WARRANT REGISTER
FOR May 2nd, 2022 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

May 2nd COUNCIL

CLAIMS WARRANTS #51116 THRU #51165
IN THE AMOUNT OF \$ 144,822.84
MASTERCARD EFT \$ 7,435.11

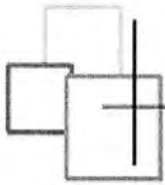
PAYROLL WARRANTS #23883 THRU #23884 = \$12,539.88
EFT \$ IN THE AMOUNT OF \$ 125,818.12
Carry Over \$ 23,889.18

ARE APPROVED FOR PAYMENT ON May 25, 2022

COUNCILPERSON _____

COUNCILPERSON _____

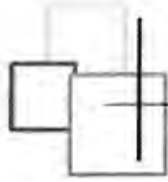
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - 2022-May - 2nd Council Date -5/25/2022

Fund Number	Description	Amount
001	Current Expense	\$51,020.95
101	City Streets	\$3,435.84
104	Cemetery	\$6,622.77
105	Parks Department	\$8,464.43
120	Police Department Drug	\$126.72
401	Water	\$8,469.00
408	Wastewater	\$33,719.70
410	Stormwater	\$40,398.54
	Count: 8	\$152,257.95

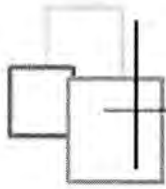


Register

Fiscal: 2022
Deposit Period: 2022 - 2022-May
Check Period: 2022 - 2022-May - 2nd Council Date -5/25/2022

Number	Name	Print Date	Clearing Date	Amount
Key Bank Check <u>912477</u>	0032707010 Keybank-MasterCard	5/13/2022	5/10/2022	\$7,435.11
		Total	Check	\$7,435.11
		Total	0032707010	\$7,435.11
Key Bank Check <u>51116</u>	2000073 ACRnet CBS Branch	5/25/2022		\$338.00
<u>51117</u>	AHBL, INC	5/25/2022		\$7,360.00
<u>51118</u>	Alpine Products Inc.	5/25/2022		\$1,345.15
<u>51119</u>	Aon Rick Insurance Services West Inc- Aon Risk Services Inc	5/25/2022		\$100.00
<u>51120</u>	AT&T Mobilty	5/25/2022		\$2,318.59
<u>51121</u>	Automatic Wilbert Vault	5/25/2022		\$1,739.46
<u>51122</u>	Big J'S Outdoor Store	5/25/2022		\$560.34
<u>51123</u>	BlueTarp Credit Services	5/25/2022		\$30.69
<u>51124</u>	Brisco Inc.	5/25/2022		\$520.37
<u>51125</u>	Builders Exchange of Washington Inc	5/25/2022		\$92.25
<u>51126</u>	Business Solutions Center	5/25/2022		\$164.10
<u>51127</u>	CenturyLink-Lumen	5/25/2022		\$1,995.70
<u>51128</u>	Cintas Corporation #461	5/25/2022		\$294.68
<u>51129</u>	Culligan Seattle WA	5/25/2022		\$33.89
<u>51130</u>	DM Disposal Co., Inc	5/25/2022		\$1,705.44
<u>51131</u>	Drain-Pro INC	5/25/2022		\$678.48
<u>51132</u>	Fisher Scientific	5/25/2022		\$500.93
<u>51133</u>	Ford Motor Credit Company LLC	5/25/2022		\$4,084.81
<u>51134</u>	Frost Landscape	5/25/2022		\$13,507.48
<u>51135</u>	Grainger	5/25/2022		\$160.21
<u>51136</u>	GreatAmerica Financial Svcs	5/25/2022		\$1,334.19
<u>51137</u>	Hot Off The Press	5/25/2022		\$617.51
<u>51138</u>	Hurricane Butterfly Law Enforcement	5/25/2022		\$3,626.51
<u>51139</u>	Inslee, Best, Doezie & Ryder, P.S	5/25/2022		\$4,750.00
<u>51140</u>	International Institute of Municipal Clerks	5/25/2022		\$200.00
<u>51141</u>	Korum Automotive Group	5/25/2022		\$472.92
<u>51142</u>	Law Offices of Matthew J Rusnak	5/25/2022		\$2,308.34
<u>51143</u>	Lawson Electric	5/25/2022		\$2,338.43
<u>51144</u>	Lemay Mobile Shredding	5/25/2022		\$64.60
<u>51145</u>	Nisqually Indian Tribe	5/25/2022		\$1,160.00

<u>Vendor</u>	<u>Name</u>	<u>Print Date</u>	<u>Clearing Date</u>	<u>Amount</u>
51146	O'Reilly Auto Parts	5/25/2022		\$460.09
51147	P.C. Budget & Finance	5/25/2022		\$4,089.60
51148	Parametrix	5/25/2022		\$58,776.39
51149	Popular Networks, Llc	5/25/2022		\$6,186.79
51150	Puget Sound Energy	5/25/2022		\$61.94
51151	Sarco Supply	5/25/2022		\$622.10
51152	Schwab-Ellison Co, Inc	5/25/2022		\$620.18
51153	Scientific Supply & Equip	5/25/2022		\$189.76
51154	SCORE	5/25/2022		\$6,703.20
51155	Sumner Lawn'n Saw	5/25/2022		\$2.19
51156	T M G Services Inc	5/25/2022		\$2,625.45
51157	The Walls Law Firm	5/25/2022		\$2,070.25
51158	UniFirst Corporation	5/25/2022		\$423.41
51159	United Laboratories	5/25/2022		\$1,030.53
51160	Utilities Underground Location Center	5/25/2022		\$175.44
51161	Valley Supply	5/25/2022		\$327.87
51162	Vision Forms LLC	5/25/2022		\$2,470.57
51163	Water Management Lab Inc.	5/25/2022		\$211.00
51164	Wex Bank	5/25/2022		\$2,654.98
51165	Zumar Industries Inc	5/25/2022		\$718.03
		Total	Check	\$144,822.84
		Total	2000073	\$144,822.84
		Grand Total		\$152,257.95



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
ACRnet CBS Branch	51116	20158	001-518-10-41-01	Background Check-Gonzales	\$58.00
			001-575-50-31-01	Background Checks-Parks & Recreation	\$280.00
				Total	\$338.00
AHBL, INC	51117	130161 2190800.33	001-558-60-41-02	Planning Consultant-Pre Application Meeting	\$617.50
		131125 2190800.34	001-558-60-41-02	Planning Consultant-Comp Plan	\$260.00
		131729 2190800.30	001-558-60-41-02	Planning Consultant-On Call Services	\$4,857.50
		131730 2190800.36	001-558-60-41-02	Planning Consultant-Code Amendments	\$942.50
		131731 2190800.37	001-558-60-41-02	Planning Consultant-Comp Plan	\$422.50
		131831 2190800.73	001-558-60-41-02	Planning Consultant-Kansas Street Outfall	\$260.00
			Total	\$7,360.00	
Alpine Products Inc.	51118	TM-208667	101-542-30-48-02	Traffic Paint	\$1,345.15
				Total	\$1,345.15
Aon Rick Insurance Services West Inc-Aon Risk Services Inc	51119	7600000074448	001-511-20-49-00	License & Permit Bond Renewal	\$100.00
				Total	\$100.00
AT&T Mobilty	51120	287300949706X05042022	001-512-50-42-00	Cell Phones-Court	\$45.46
			001-524-20-42-00	Cell Phones-PD	\$1,041.20
		287309454338X05042022	001-514-23-42-00	Cell Phones-PW-City	\$164.73
			001-524-20-42-00		\$45.46
			001-575-50-42-01		\$50.53
			401-534-10-42-01	Cell Phones-PW-City	\$485.61
		408-535-10-42-01		\$485.60	
			Total	\$2,318.59	
Automatic Wilbert Vault	51121	80768-80773	104-536-20-34-00	Cemetery Liners	\$1,739.46
				Total	\$1,739.46
Big J'S Outdoor Store	51122	MAY2022-400	001-521-20-31-01	Tactical Shooting Bag	\$52.17

Vendor	Number	Invoice	Account Number	Notes	Amount
Big J'S Outdoor Store	51122	MAY2022-400	101-542-30-31-02	Rain Gear & Boots-Gonzales	\$159.48
			105-576-80-31-00	Rain Gear & Boots-Gonzales	\$159.48
			401-534-10-31-04	Rain Gear & Boots-Gonzales	\$39.88
			410-531-38-31-00	Safety Shirt & Sweetshirt	\$109.45
			410-531-38-31-02	Rain Gear & Boots-Gonzales	\$39.88
			Total	\$560.34	
BlueTarp Credit Services	51123	D47156/3	001-575-50-48-00	Downspout Bands-Gutter-WO7918	\$30.69
			Total	\$30.69	
Brisco Inc.	51124	MAY2022-401	401-534-80-32-00	Fuel Water	\$94.01
			401-534-80-32-01	Fuel Water	\$299.99
			410-531-38-32-02	Fuel Storm	\$126.37
			Total	\$520.37	
Builders Exchange of Washington Inc	51125	1071890	101-542-30-44-00	Online Publishing	\$92.25
			Total	\$92.25	
Business Solutions Center	51126	111252	401-534-10-31-00	Door Hangers for Shutoffs	\$164.10
			Total	\$164.10	
CenturyLink-Lumen	51127	292236300-MAY2022	001-512-50-42-00	City Hall Internet	\$139.70
			001-514-23-42-00	City Hall Internet	\$239.48
			001-521-50-42-00	City Hall Internet	\$598.71
			001-524-20-42-00	City Hall Internet	\$59.87
			101-542-30-42-00	City Hall Internet	\$79.83
			105-576-80-41-16	City Hall Internet	\$119.74
			401-534-10-42-01	City Hall Internet	\$239.48
			408-535-10-42-01	City Hall Internet	\$279.40
			410-531-38-42-01	City Hall Internet	\$239.49
			Total	\$1,995.70	
Cintas Corporation #461	51128	4117448458	408-535-60-48-04	Cleaning of City Park Restrooms	\$294.68
			Total	\$294.68	
Culligan Seattle WA	51129	0679250	001-521-20-31-03	Water for Police	\$33.89
			Total	\$33.89	
DM Disposal Co., Inc	51130	10544331S111	408-535-60-47-00	WWTP-Garbage Service-WWTP	\$1,289.78
		10560653S111	408-535-60-47-00	WWTP-Garbage Service-Public Works Shop	\$415.66
		Total	\$1,705.44		
Drain-Pro INC	51131	99202	408-535-60-48-04	Honey Bucket Service-Skate Park	\$179.50
		99400	408-535-60-48-04	Honey Bucket Service-Cemetery	\$96.57

Vendor	Number	Invoice	Account Number	Notes	Amount
Drain-Pro INC	51131	99401	408-535-60-48-04	Honey Bucket Service-Whitehawk Park	\$97.91
		99402	408-535-60-48-04	Honey Bucket Rental-Main Park	\$304.50
				Total	\$678.48
Fisher Scientific	51132	2366640	408-535-10-31-04	Lab Supplies	\$500.93
				Total	\$500.93
Ford Motor Credit Company LLC	51133	1770591-Lease Payment #43 - 3-2018 Ford Interceptor-8487901	001-591-21-70-03	Lease Payment #43 - 3-2018 Ford Interceptor-P 8487901	\$2,737.30
			001-592-21-80-02	Lease Payment #43 - 3-2018 Ford Interceptor-I 8487901	\$243.73
		1770714-Lease Payment #43 - 2018 Ford F-150-8487902	001-591-21-70-03	Lease Payment #43 - 2018 Ford F-150-P 8487902	\$1,006.00
			001-592-21-80-02	Lease Payment #43 - 2018 Ford F-150-I 8487902	\$97.78
			Total	\$4,084.81	
Frost Landscape	51134	16904	104-536-50-41-02	Landscape Services-April 2022	\$4,840.58
			105-576-80-48-08	Landscape Services-April 2022	\$7,928.45
			410-531-38-48-08	Landscape Services-April 2022	\$218.80
		16905	001-512-50-41-07	Landscape Services-7	\$36.38
			001-514-23-41-16	Landscape Services-25	\$129.91
			001-521-50-42-04	Landscape Services-25	\$129.91
			001-524-20-41-08	Landscape-Services-5	\$25.98
			401-534-60-49-01	Landscape Services-15	\$77.95
			408-535-10-41-16	Landscape Services-15	\$77.95
			410-531-38-48-08	Landscape Services-8	\$41.57
		Total	\$13,507.48		
Grainger	51135	9300201531	408-535-10-31-06	Leaf Rake-Pole-Soap Dispenser	\$160.21
				Total	\$160.21
GreatAmerica Financial Svcs	51136	31653514	001-594-12-41-02	Phone Lease	\$93.39
			001-594-14-41-03	Phone Lease	\$173.44
			001-594-14-41-07	Phone Lease	\$26.68
			001-594-21-64-53	Phone Lease	\$400.26
			001-594-24-41-02	Phone Lease	\$40.03
			101-594-42-41-02	Phone Lease	\$53.37
			105-594-76-41-03	Phone Lease	\$40.03
			401-594-34-42-03	Phone Lease	\$160.10
408-594-35-64-55	Phone Lease	\$186.79			

Vendor	Number	Invoice	Account Number	Notes	Amount
GreatAmerica Financial Svcs	51136	31653514	410-594-31-41-42	Phone Lease	\$160.10
				Total	\$1,334.19
Hot Off The Press	51137	10808	001-571-20-31-23	Tots Soccer Shirts	\$617.51
				Total	\$617.51
Hurricane Butterfly Law Enforcement	51138	21-0151	001-521-20-31-03	Pepperball Projectiles	\$3,499.79
			120-521-21-49-00	Pepperball Projectiles	\$126.72
				Total	\$3,626.51
Inslee, Best, Doezie & Ryder, P.S	51139	381570	001-515-41-41-02	City Attorney Services	(\$350.00)
			001-515-41-41-02	City Attorney Services-Parks	\$200.00
			001-515-41-41-02	City Attorney Services-Public Records Request	\$600.00
			001-515-41-41-02	City Attorney Services	\$2,225.00
			001-515-41-41-04	City Attorney Services-Chronic Usage #0010	\$1,225.00
			001-515-41-41-05	City Attorney Services-HR	\$375.00
			001-515-41-41-06	City Attorney Services-311	\$75.00
			001-515-41-41-07	Calistoga Street City Attorney Services- Development	\$100.00
			001-521-50-41-02	City Attorney Services-PD Legal	\$250.00
			410-531-39-41-04	City Attorney Services- Stormwater	\$50.00
				Total	\$4,750.00
International Institute of Municipal Clerks	51140	ID#43773	001-514-40-49-02	Membership Municipal Clerks- Agfalvi	\$200.00
				Total	\$200.00
Keybank- MasterCard	912477	0370-Gard April 2022	001-521-40-49-00	Hotel for Orlando Training	\$145.12
		0525-Agfalvi April 2022	001-511-60-31-01	Zoom for Council Meetings	\$65.60
			001-514-23-31-02	Adobe Pro	\$18.35
			001-514-23-31-02	Printer Toner	\$25.05
			001-514-40-49-02	Membership Fee- Washington Municipal Clerks Association	\$75.00
			001-521-20-31-03	Printer Toner	\$25.04
			001-571-20-31-09	Daffodils for the Princess Dinner	\$39.35
			401-534-10-31-00	Adobe Pro	\$18.35
			401-534-10-31-00	Printer Toner	\$25.04

Vmidbr	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	912477	0525-Agfalvi April 2022	408-535-10-41-14	Printer Toner	\$25.05
			410-531-38-31-00	Printer Toner	\$25.04
		1397-Turner-April 2022	001-521-20-31-03	Gloves	\$47.26
			001-521-50-48-02	Car Wash	\$14.00
			001-521-50-48-02	Moisture Absorber	\$30.62
			001-521-50-48-02	Interceptor Detailing	\$330.09
		1513-Kanio-April 2022	001-512-50-31-00	Toner & Copier Paper	\$126.67
		1668-Finance April 2022	001-512-50-31-00	Stamps for Printing	\$21.00
			001-512-50-31-01	Postage Fees	\$172.25
			001-514-23-31-01	Office Supplies	\$22.18
			001-514-23-31-01	Postage Fees	\$136.82
			001-514-23-31-02	Monthly Service Charge	\$19.68
			001-514-23-31-02	Stamps for Printing	\$21.00
			001-514-23-31-02	Office Supplies	\$36.14
			001-514-23-31-02	Office Supplies	\$36.14
			401-534-10-31-00	Stamps for Printing	\$21.00
			401-534-10-31-00	Office Supplies	\$22.17
			401-534-10-31-00	Adobe Acrobat	\$24.83
			401-534-10-31-00	Office Supplies	\$36.14
			401-534-10-42-00	Postage Fees	\$23.46
			408-535-10-41-14	Stamps for Printing	\$21.00
			408-535-10-41-14	Office Supplies	\$22.18
			408-535-10-41-14	Office Supplies	\$36.14
			408-535-10-42-00	Postage Fees	\$23.45
			410-531-31-41-05	Stamps for Printing	\$21.00
			410-531-31-41-05	Office Supplies	\$22.18
			410-531-31-41-05	Office Supplies	\$36.14
			410-531-38-42-00	Postage Fees	\$23.46
		1920-Gabreluk Arpil 2022	001-521-20-31-01	Uniforms Items	\$139.07
			001-521-20-31-06	Meal for Juvenile in Protective Custody	\$39.85
			001-521-30-31-04	Abobe Records Redaction	\$17.27
			001-521-40-49-00	Refund for Hotel fees-G Palombi Hostage Negotiations Training	(\$362.13)
			001-521-50-48-02	Car Wash	\$17.00
		3389-Alfiere April 2022	001-571-20-31-09	Supplies for Daffodil Parade	\$7.43
			001-571-20-31-09	Supplies for Daffodil Parade	\$21.05
			001-571-20-31-09	Candy for Parade-Supplies for Daffodil Princess Dinner	\$67.06
			001-571-20-31-21	Blue Tape-Dance Class	\$5.02
			001-571-20-31-23	Tots Soccer Goals & Cones	\$113.37
			001-571-20-31-40	Supplies for Kids Art Class	\$5.97
			001-571-20-31-40	Tablecloths	\$21.59
			001-571-20-31-40	Tablecloths	\$21.59
			001-571-20-31-40	Supplies for Kids Art Class	\$25.98
			001-575-50-48-00	Trash Bags	\$8.74

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	912477	3389-Alfiere April 2022	001-575-50-49-02	Hotel for WA REcreation & Parks Conference	\$447.08
		5423-Public Works-April 2022	001-514-21-48-01	Top Soil	\$85.33
			001-575-50-48-00	LifePak CR Battery & Pads	\$129.09
			101-542-30-31-00	Scotch Tape & Sharpies	\$13.12
			101-542-30-31-00	Office Supplies	\$37.56
			101-542-30-48-04	Seat for Gator TX	\$123.52
			105-576-80-48-01	Seat for Gator TX	\$123.53
			401-534-10-31-00	Refund -Battery for Two-Way Radios	(\$11.57)
			401-534-10-31-00	Ignition Key For JD Tractor	\$7.29
			401-534-10-31-00	Scotch Tape & Sharpies	\$13.12
			401-534-10-31-00	Certified Letters to Backflow Customers	\$14.76
			401-534-10-31-00	Paper	\$35.00
			401-534-10-31-00	Certified Letters to Backflow Customers	\$36.90
			401-534-10-31-00	Office Supplies	\$37.57
			401-534-10-31-00	Batteries for Two-Way Radios	\$64.05
			401-534-10-31-00	Office Chair	\$111.22
			401-534-10-31-04	Jacket & Bibs Rain Gear-Jones	\$202.38
			401-534-50-48-02	Presurer Swith-Well 3	\$70.88
			401-534-50-48-02	Twin Clinder Compressor Well 3-WO 7784	\$185.63
			401-534-90-49-00	Flagger Training-Gonzales	\$39.50
			401-534-90-49-00	PNWS-AWWA Training-Ewing June 7 & 8 2022	\$40.00
			401-534-90-49-00	Hotel Rate for PNWS-AWWA Training-Ewing June 7 & 8 2022	\$167.79
			408-535-10-31-00	Ignition Key For JD Tractor	\$7.30
			408-535-10-31-00	Poster for WWTP-Sludge Microbiology	\$75.00
			408-535-10-31-00	Office Chair	\$111.22
			408-535-50-35-00	Milwaukee Angle Grinder-Foss Hobnail	\$71.08
			408-535-50-35-00	Milwaukee Angle Grinder- 3-Foss Hobnail	\$179.39
			408-535-50-48-03	Mulch-Black Rock-Planter Box	\$427.01
			408-535-50-48-03	Supplies for Flower Beds	\$750.54
			408-535-50-48-04	Seat for Gator TX	\$123.53
			408-535-90-49-00	Flagger Training-Gonzales	\$39.50

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank- MasterCard	912477	5423-Public Works-April 2022	408-535-90-49-00	PNWS-AWWA Training-Ewing June 7 & 8 2022	\$40.00	
			408-535-90-49-00	Training for S. Daskam	\$97.18	
			408-535-90-49-00	Hotel Rate for PNWS-AWWA Training-Ewing June 7 & 8 2022	\$167.79	
			408-535-90-49-00	Waster Water 1 Review & Prep Jake Elder	\$570.00	
			410-531-38-31-00	Ignition Key For JD Tractor	\$7.29	
			410-531-38-31-00	Scotch Tape & Sharpies	\$13.13	
			410-531-38-31-00	Paper	\$34.99	
			410-531-38-31-00	Office Supplies	\$37.56	
			410-531-38-31-00	Office Chair	\$111.23	
			6744-Hattaway April 2022	001-521-20-32-00	MasterCard- Hattaway	\$59.84
				8222-Russo-April 2022	001-514-23-31-02	Key-Seat Covers
			001-514-40-41-49		Hotel for Labor Relations	\$62.33
				001-514-40-41-49	Labor Relations Training	\$69.00
				001-521-40-49-00	Hotel for Labor Relations	\$62.33
				001-521-40-49-00	Labor Relations Training	\$69.00
				001-571-20-31-21	Return Of Dance Costumes	(\$103.89)
				401-534-90-49-00	Hotel for Labor Relations	\$62.32
				401-534-90-49-00	Labor Relations Training	\$69.00
				408-535-90-49-00	Hotel for Labor Relations	\$62.33
				408-535-90-49-00	Labor Relations Training	\$69.00
				410-531-31-40-06	Hotel for Labor Relations	\$62.33
				410-531-31-40-06	Labor Relations Training	\$69.00
					Total	\$7,435.11
Korum Automotive Group	51141	6756014/2	101-542-30-48-04	Oil Change-Trailer Brake-FA1199	\$31.53	
			105-576-80-48-02	Oil Change-Trailer Brake-FA1199	\$31.52	
			401-534-50-48-06	Oil Change-Trailer Brake-FA1199	\$378.34	
			410-531-38-48-01	Oil Change-Trailer Brake-FA1199	\$31.53	
				Total	\$472.92	
Law Offices of Matthew J Rusnak	51142	405-May2022	001-512-50-49-01	Ajstment per Contract	\$175.98	
			001-512-50-49-01	Court Appointed Attorney-May 2022	\$2,132.36	
				Total	\$2,308.34	

Vendor	Number	Invoice	Account Number	Notes	Amount
Lawson Electric	51143	1278	408-535-50-48-02	Check Compressor @ Carbon River Well WO7784	\$295.38
		1276	408-535-50-48-02	Replace #2 Basin Transducer	\$295.38
		1277	408-535-50-48-02	Install Hour Meters-WO7929	\$607.17
		1279	408-535-50-48-07	New Panel to Generator Rainier Meadows-WO 7928	\$369.23
		1304	408-535-50-48-02	Splice New Transducer Into Line-High Cedars Transducer	\$771.27
Total					\$2,338.43
Lemay Mobile Shredding	51144	4743667S185	001-514-23-31-02	PW Shredding	\$32.30
			001-521-20-31-06	PW Shredding	\$32.30
Total					\$64.60
Nisqually Indian Tribe	51145	30891	001-523-60-41-00	Jail Services-April 2022	\$1,160.00
			Total		
O'Reilly Auto Parts	51146	1265583-APR2022	001-521-50-48-02	Car Supplies	\$68.88
			101-542-30-48-02	Towing Kit-Ball Mount-Hitch Ball WO7799	\$22.97
			101-542-30-48-02	Towing Kit WO7799	\$39.37
			101-542-30-48-02	Trailer Jack WO7799	\$59.07
			101-542-30-48-04	Cleaning Supplies-WO1112	\$15.04
			101-542-30-48-04	Belts & Antifreeze WO1112	\$21.78
			105-576-80-48-00	Marker Light-Aero Trigger WO7569	\$24.86
			105-576-80-48-01	Cleaning Supplies-WO1112	\$15.04
			105-576-80-48-01	Belts & Antifreeze WO1112	\$21.78
			401-534-10-31-00	Batteries WO7716	\$34.99
			401-534-50-48-02	Head Lamp WO7716	\$32.81
			401-534-50-48-04		\$4.37
			401-534-50-48-04	Cleaning Supplies-WO1112	\$15.05
			401-534-50-48-04	Cleaning Supplies	\$15.29
			401-534-50-48-04	Belts & Antifreeze WO1112	\$21.78
			408-535-50-48-02	Charger-FA1071 - Cutoff Wheel WO7362	\$37.17
			410-531-38-48-01	Purple Power WO7750	\$9.84
Total					\$460.09
P.C. Budget & Finance	51147	CI 312167 C-104188	001-566-00-40-00	Liquor Profit & Excise Tax 2nd QRT	\$644.38

Vendor	Number	Invoice	Account Number	Notes	Amount	
P.C. Budget & Finance	51147	CI 315856	C-104188	001-566-00-40-00	Liquor Profit & Excise Tax 1st QR	\$686.84
		CI-314623	C-104188	001-514-23-41-11	Membership Fees RCC-1ST QRT 2022	\$2,758.38
		Total				\$4,089.60
Parametrix	51148	33480	001-558-60-41-01	General Consulting	\$142.50	
			101-542-30-41-01	General Consulting- Streets	\$455.00	
			401-594-34-41-01	Well 1 Booster PS VFD Intergration- Project Management	\$255.00	
			401-594-34-63-49	Orville RD Construction Services Survey	\$440.00	
			408-535-10-41-01	General Consulting- Sewer	\$170.00	
			408-594-35-63-33	Lift Station Improvements OUT OF SCOPE	\$220.00	
			408-594-35-63-33	Lift Station Improvements Construction Mgmt- Project Mgmt	\$2,623.50	
			408-594-35-63-33	Lift Station Improvements Construction Mgmt- Construction Obser	\$7,981.64	
			408-594-35-63-33	Lift Station Improvements Construction Mgmt- Office Engineering	\$9,532.50	
			410-531-39-41-01	General Consulting- Storm	\$170.00	
			410-594-31-41-30	VG Outfall Replacement- Preliminary Plans	\$118.75	
			410-594-31-41-30	VG Outfall Replacement- Project Management	\$1,386.25	
			410-594-31-41-30	VG Outfall Replacement- Permitting	\$1,687.50	
			410-594-31-41-30	VG Outfall Replacement- Final Design	\$6,846.25	
			410-594-31-41-43	Calistoga Street W Improvements- Stormwater-90% Design	\$2,422.50	
			410-594-31-41-43	Calistoga Street W Improvements- Geotechnical Analysis & Report	\$2,827.50	
			410-594-31-41-43	Calistoga Street W Improvements- Stormwater Report- 30% Design	\$9,825.00	

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	51148	33480	410-594-31-41-43	Calistoga Street W Improvements-Final Plans & Contract Docs	\$11,672.50
				Total	\$58,776.39
Popular Networks, Llc	51149	37622	001-513-23-41-01	Computer Maintenance	\$128.19
			001-514-23-41-04	Computer Maintenance	\$277.76
			001-524-20-41-01	Computer Maintenance	\$212.66
			001-525-60-41-03	Disaster Recovery Backup-Server	\$1,069.95
			001-575-50-41-03	Computer Maintenance	\$192.29
			101-542-30-41-04	Computer Maintenance	\$106.83
			104-536-20-41-01	Computer Maintenance	\$42.73
			401-534-10-41-05	Computer Maintenance	\$448.68
			408-535-10-41-05	Computer Maintenance	\$448.68
			410-531-38-41-04	Computer Maintenance	\$277.76
		37624	001-512-50-41-01	Computer Maintenance	\$99.89
			001-521-50-41-01	Computer Maintenance-PD PSB	\$1,897.76
			001-525-60-41-03	Disaster Recovery Backup-Server	\$983.61
				Total	\$6,186.79
Puget Sound Energy	51150	200019646914-MAY2022	101-542-63-47-03	Street Lights	\$49.21
		220028112518-MAY2022	101-542-63-47-03	Street Lights	\$12.73
				Total	\$61.94
Sarco Supply	51151	1143155	408-535-10-31-06	Bathroom & Cleaning Supplies	\$553.29
		1143354	408-535-10-31-06	Dispenser & Paper Towels	\$68.81
				Total	\$622.10
Schwab-Ellison Co, Inc	51152	40300534997	410-531-38-48-01	Tubeless Tires- FA1004	\$620.18
				Total	\$620.18
Scientific Supply & Equip	51153	31453240	408-535-10-31-04	Lab Supplies	\$39.63
		31453458	408-535-10-31-04	Lab Supplies	\$81.86
		31453474	408-535-10-31-04	Lab Supplies	\$68.27
				Total	\$189.76
SCORE	51154	5967	001-523-60-41-00	Jail Fees-April 2022	\$6,703.20
				Total	\$6,703.20

Vendor	Number	Invoice	Account Number	Notes	Amount
Sumner Lawn'n Saw	51155	94131	401-534-50-48-06	Valve Chearande Setting-FA1144 WO8031	\$2.19
				Total	\$2.19
T M G Services Inc	51156	0048242-IN	401-534-50-48-02	2-Year Depolox Kit-Well 3 Analyzer	\$2,625.45
				Total	\$2,625.45
The Walls Law Firm	51157	157-April 2022	001-515-41-41-03	Prosecuting Attorney-April 2022	\$2,070.25
				Total	\$2,070.25
UniFirst Corporation	51158	330 1857604	408-535-10-31-03	Uniform Item-Protective Services	\$222.14
		330 1855406	408-535-10-31-03	Uniform Item-Protective Services	\$201.27
				Total	\$423.41
United Laboratories	51159	INV348269	408-535-10-31-00	Glass Cleaner-Defense-Weed Killer-Auto Soap	\$1,030.53
				Total	\$1,030.53
Utilities Underground Location Center	51160	2040203	401-534-60-41-00	Locates-April 2022	\$87.72
			408-535-60-41-00	Locates-April 2022	\$87.72
				Total	\$175.44
Valley Supply	51161	219505/2	410-531-38-48-00	Expansion Joint-Brush-Curb & Gutter Pattern WO7429	\$327.87
				Total	\$327.87
Vision Forms LLC	51162	09-10672	401-534-10-31-00	Utility Bill Processing & Mailing	\$16.68
			401-534-10-42-00	Utility Bill Processing & Mailing	\$89.26
			408-535-10-31-00	Utility Bill Processing & Mailing	\$16.68
			408-535-10-42-00	Utility Bill Processing & Mailing	\$89.25
			410-531-38-31-00	Utility Bill Processing & Mailing	\$16.68
			410-531-38-42-00	Utility Bill Processing & Mailing	\$89.26
		09-10726	401-534-10-31-00	Utility Bill Processing & Mailing	\$400.91
			401-534-10-42-00	Utility Bill Processing & Mailing	\$511.53

Vendor	Number	Invoice	Account Number	Notes	Amount
Vision Forms LLC	51162	09-10726	408-535-10-31-00	Utility Bill Processing & Mailing	\$108.63
			408-535-10-42-00	Utility Bill Processing & Mailing	\$511.53
			410-531-38-31-00	Utility Bill Processing & Mailing	\$108.63
			410-531-38-42-00	Utility Bill Processing & Mailing	\$511.53
				Total	\$2,470.57
Water Management Lab Inc.	51163	202413	401-534-10-41-03	Lab Testing	\$211.00
				Total	\$211.00
Wex Bank	51164	80225353	001-521-20-32-00	Fuel-PD	\$2,654.98
				Total	\$2,654.98
Zumar Industries Inc	51165	39687	101-542-64-49-00	Stud Base & Post for Street Signs	\$601.71
		39788	101-542-64-49-00	Street Sign Tacoma Ave NW	\$116.32
				Total	\$718.03
				Grand Total	\$152,257.95

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
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
May 11th, 2022
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:00pm. Deputy Mayor Hogan led the Pledge of Allegiance.

Councilmembers present: Councilmembers Tod Gunther, Don Tracy, John Williams, Gregg Bradshaw, Melodi Koenig.

Virtual: Deputy Mayor Greg Hogan, Councilmember Chris Moore.

Staff present: Mayor Joshua Penner, Finance Director Gretchen Russo, City Clerk Kim Agfalvi, Acting Police Chief Devon Gabreluk, Police Chief Chris Gard.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS.

No comments were made.

3. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of April 20th and 27th, 2022.

Councilmember Koenig made a motion to approve the consent agenda as prepared. Seconded by Councilmember Gunther.

Motion passed (7-0).

4. RETIREMENT RECOGNITION.

Mayor Penner recognized Police Chief Chris Gard for his 29 years of service to the City of Orting, and highlighted his career and accomplishments. He thanked him for his leadership and work that he has done, and will be doing in the future as he moves on to new endeavors.

Orting City Councilmembers, staff, community members, and former co-workers of Chief Gard congratulated him on his career, and wished him well in retirement.

5. EXECUTIVE SESSION.

6. ADJOURNMENT.

Deputy Mayor Hogan made a motion to adjourn. Seconded by Councilmember Bradshaw.

Motion passed (7-0).

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

Mayor Penner adjourned the meeting at 7:27pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22-41	Public Works	5.18.2022	5.25.2022
HWY 162 Pedestrian Bridge System – Final Design				
	Department:	Engineering/Public Works		
	Date Submitted:	5.12.2022		
Cost of Item:	<u>\$210,630.00</u>			
Amount Budgeted:	<u>\$</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:				
Timeline:				
Submitted By:	JC Hungerford, PE			
Fiscal Note: Additional budget for design				
Attachments: Certified bid tab				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>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.</p>				

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 the City and WSDOT for review. Following the review period, the plans will be updated based 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
Rates:	\$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								

Labor Totals:	\$210,630.00	280	200	40	400	40	60	40	40	70	60	24	8
Totals:	\$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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22- 40	Public Works	5.18.2022	5.25.2022
Kansas Street SW Outfall Replacement & Calistoga Street W Improvements Notice of Award				
	Department:	Engineering/Public Works		
	Date Submitted:	5.5.2022		
Cost of Item:	<u>\$451,654.91</u>			
Amount Budgeted:	<u>\$1,500,000</u>			
Unexpended Balance:	<u>\$1,048,345.09</u>			
Bars #:	410.594.31.63.40			
Timeline:	ASAP			
Submitted By:	JC Hungerford, PE			
Fiscal Note: None				
Attachments: Certified bid tab				
SUMMARY STATEMENT:				
<p>The City of Orting (City) opened bids for the Kansas Street SW Outfall Replacement & 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>				
Recommended Motion: <u>Motion:</u>				
<p>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.</p>				

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

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

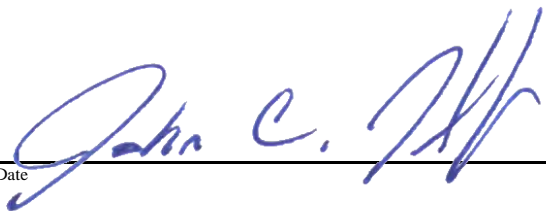
							Bidder #1 Sound Pacific Construction		Bidder #2 Active Construction		Bidder #3 Northwest Cascade	
BASE BID - Kansas Street SW Outfall Replacement												
Item No.	Spec. Section	Description	Unit	Qty	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	SS 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
Subtotal Bid Schedule						\$ 298,375.00	\$ 412,765.00	\$ 455,693.00	\$ 451,108.00			
Sales Tax (9.4 percent)						\$ 28,047.25	\$ 38,799.91	\$ 42,835.14	\$ 42,404.15			
TOTAL BID SCHEDULE (subtotal plus sales tax)						\$ 326,422.25	\$ 451,564.91	\$ 498,528.14	\$ 493,512.15			

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
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
						TOTAL BID SCHEDULE (subtotal plus sales tax)	\$ 1,194,084.82	\$	1,429,994.09	\$	1,497,466.86	\$	1,646,383.57
BID SUMMARY													
						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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22-42		5.18.2022	5.25.2022
Orting School District Transportation Interlocal Agreement.				
	Department:	Administration/Parks and Recreation		
	Date Submitted:	5.12.2022		
	Cost of Item:	<u>N/A</u>		
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	ASAP			
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments: Interlocal Agreement				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
<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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Meeting Space Rental.	AB22-44		5.18.2022	5.25.2022
	Department:	Administration		
	Date Submitted:	5.12.2022		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: N/A				

Attachments: Meeting Space Rental Policy

SUMMARY STATEMENT:

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.

Available Rooms and Room Capacity

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

Fees for Use (minimum 1-hour fee charge)

	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
Other Fees		
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 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

104 BRIDGE ST. S, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
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.

- 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
Other Fees		
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.
- 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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Rock Festival Sponsorship.	AB22-39	CGA		
		5.4.2022	5.18.2022	5.25.2022
	Department:	Clerk		
	Date Submitted:	4.29.2022		
Cost of Item:	<u>\$N/A</u>			
Amount Budgeted:	<u>\$N/A</u>			
Unexpended Balance:	<u>\$ N/A</u>			
Bars #:	N/A			
Timeline:	Approval as soon as possible			
Submitted By:	Kim Agfalvi			
Fiscal Note: None				
Attachments: Application				
SUMMARY STATEMENT:				
<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 & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. <p>The event organizer is requesting a City grant of funds in the amount of \$3000.00 to help with costs for the event. Final approval of the event would be contingent on the purchase of event insurance and submitting proof of insurance to the City.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>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.</p>				

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.**

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 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
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 5th, 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 16th 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:

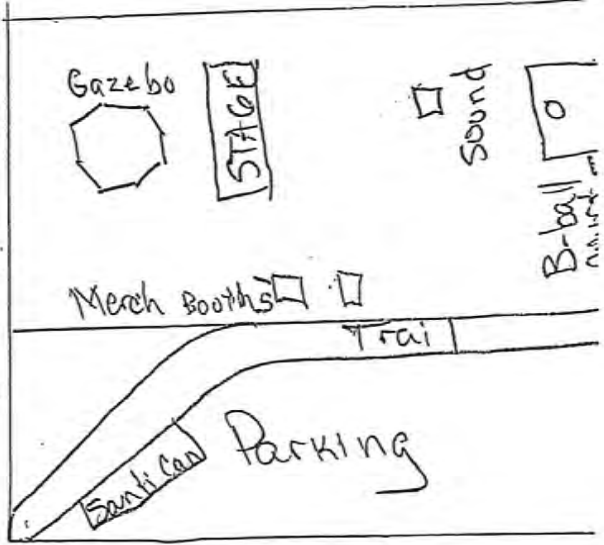
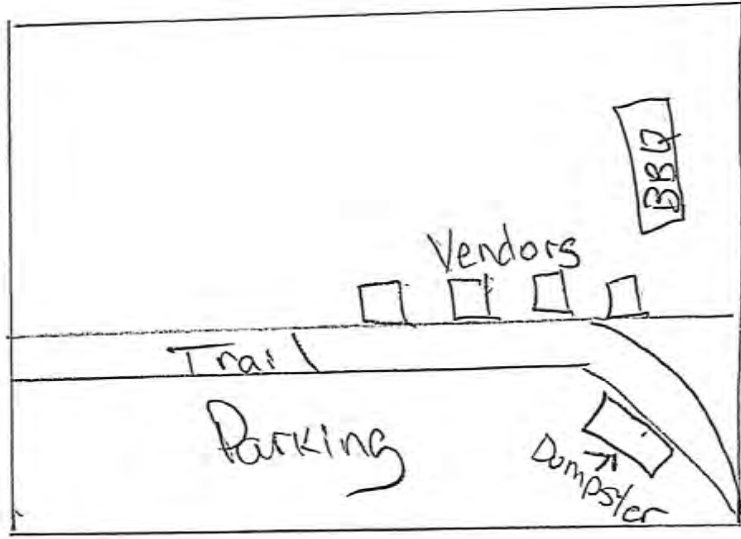
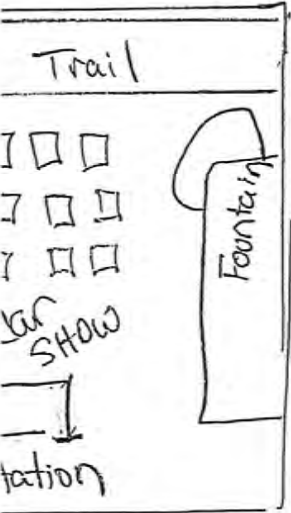
- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down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

	<p>ORTING ROCK FESTIVAL</p> <p>— THIRD SATURDAY IN JULY</p> <p>Live Music in the Park Donation</p>	
---	---	---

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

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

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

Please contact our office at 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

Orting Rock Festival 2022



Budget

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



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Recovery Café Old City Hall Lease	AB22-37	CGA		
		5.4.2022	5.18.2022	5.25.2022
	Department:	Administration		
	Date Submitted:	4.29.2022		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	TBD			
Timeline:	Next 60 Days			
Submitted By:	Scott Larson			
Fiscal Note: See Summary				
Attachments: Draft Lease Agreement				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>To authorize the Mayor to enter into a lease agreement with the Recovery Café to lease the Old City Hall Building.</p>				

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 110 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
PO Box 1867
Orting, WA 98360

Or by email to rena@recoverycafeorting.org

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 1867

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