

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
August 31st, 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/86181071666?pwd=REpLMEJxUjdHaktQb0taZDQ4bEE0UT09>

Telephone: 1-253-215-8782 - Meeting ID: 861 8107 1666 and the passcode 308847.

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 August 31st, 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. PRESENTATION

A. Sound Transit

4. PUBLIC HEARING

All members of the public may provide testimony during the public hearing via the call-in number and meeting ID listed on the agenda, in person at the meeting located at Orting City Hall, or they may submit written comments prior to the public hearing on Ordinance 2022-1097 – an Ordinance of the City of Orting, Washington, relating to zoning controls pertaining to manufactured homes; amending Orting Municipal Code 13-3-3; and on 2023 Revenue Sources no later than 3:00 pm on August 31st, 2022 to Kim Agfalvi, City Clerk, at clerk@cityoforting.org.

A. **AB22-14** – Manufactured Home Code Amendments.

To adopt Ordinance No. 2022-1097, an ordinance of the City of Orting, Washington, relating to zoning controls pertaining to manufactured homes; amending Orting Municipal Code section 13-3-3; providing for severability; and establishing an effective date.

B. **AB22-77** - 2023 Revenue Sources.

5. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of July 27th, 2022 and August 10th, 2022.
- C. **AB22-73** – Firearms Surplus.
- D. **AB22-74** – Multi Jurisdictional Tactical Response Team Interlocal Agreement.
- E. **AB22-75** – SCORE Jail Interlocal Agreement.
- F. **AB22-76** – Puyallup Jail Interlocal Agreement.
- G. **AB22-71** – Orting Pumpkin Festival Sponsorship and Grant.
- H. **AB22-72** – Red Hat Days Sponsorship.

Motion: To approve consent agenda as prepared.

6. OLD BUSINESS.

- A. **AB22-31** – Vision Statement

Motion: To approve the City of Orting Vision Statement as presented.

7. EXECUTIVE SESSION.

8. ADJOURNMENT.

Motion: To Adjourn.

Sound Transit in Pierce County

*Orting City Council
August 31, 2022*



What we'll cover tonight...

- *Sound Transit 101*
- *Current service*
- *System expansion in Pierce County*

Sound Transit District

Serving a region of more than 3 million



2022 ST Board of Directors

CHAIR

Kent Keel – University Place Councilmember

VICE CHAIRS

Dow Constantine – King County Executive
Dave Somers – Snohomish County Executive

INTERIM CHIEF EXECUTIVE OFFICER

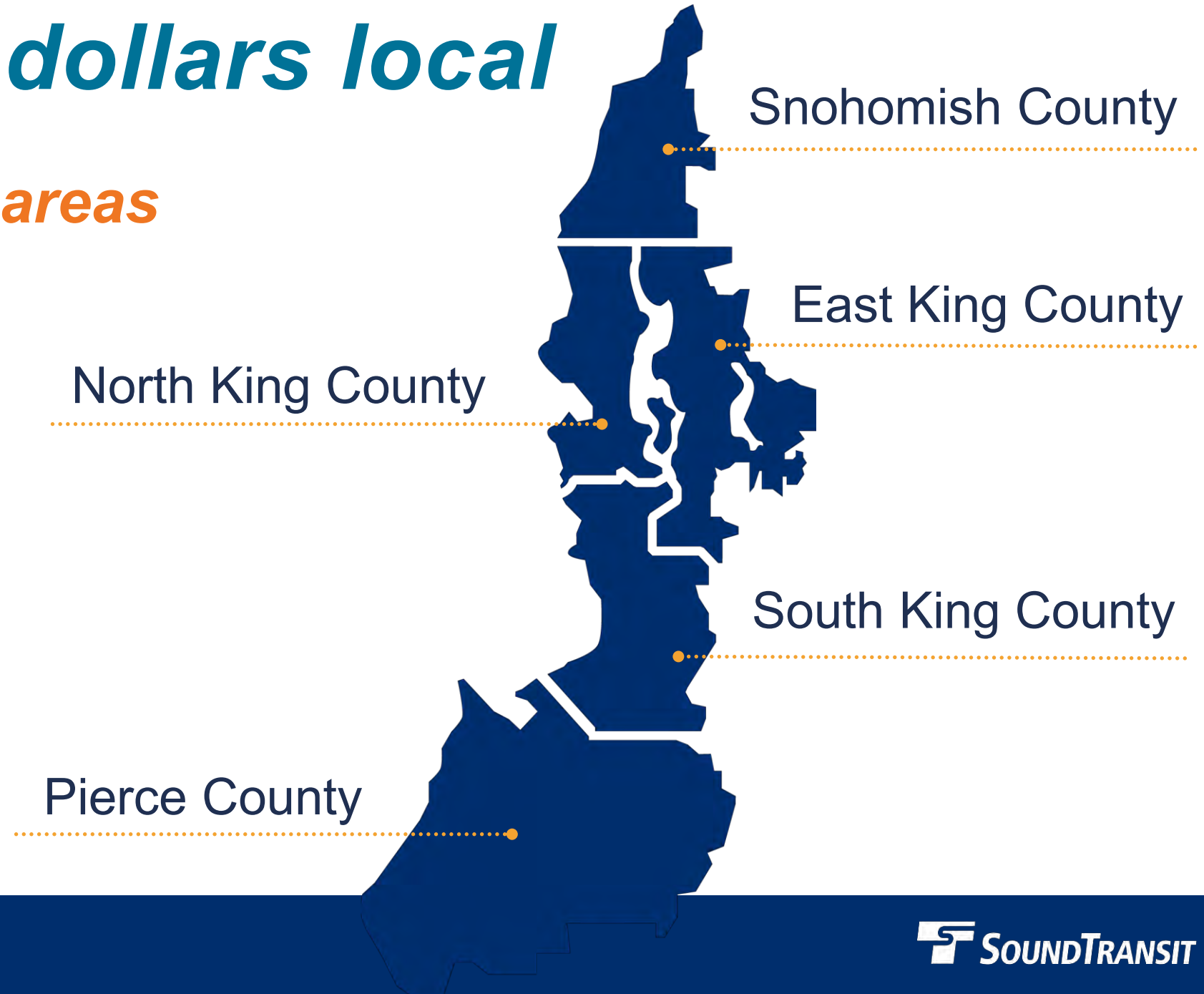
Brooke Belman

BOARD MEMBERS

Nancy Backus – Auburn Mayor
David Baker – Kenmore Councilmember
Claudia Balducci – King County Council Chair
Bruce Dammeier – Pierce County Executive
Cassie Franklin – Everett Mayor
Christine Frizzell Lynnwood Mayor
Bruce Harrell – Seattle Mayor
Debora Juarez – Seattle Councilmember
Joe McDermott – King County Council Vice Chair
Roger Millar – Washington Secretary of Transportation
Ed Prince – Renton Councilmember
Kim Roscoe – Fife Mayor
Dave Upthegrove – King County Councilmember
Peter von Reichbauer – King County Councilmember
Kristina Walker – Tacoma Councilmember

Keeping tax dollars local

Sound Transit subareas



Current service



Link light rail

- 1 Line: 19 stations from Northgate–Angle Lake.
- T Line: 6 stations from Tacoma Dome–Theater District.
- 2 Line: will serve Northgate–Redmond with nine existing stations + 10 new stations.



Sounder trains

- S Line serving Lakewood–Seattle, N Line serving Everett–Seattle.
- High capacity, weekday peak hours with weekend special event service.
- Speeds up to 79 mph, free from traffic.



ST Express buses

- 24 routes from Everett to DuPont to Issaquah.
- Express service along regional freeway corridors

***System Expansion
in the South Sound***



Current system (2022)

Link light rail 1 T

- Two lines
- 25 miles
- 26 stations
- Connecting Northgate–Angle Lake, Tacoma Dome–Theater District

Sounder trains N S

- Two lines
- 83 miles
- 12 stations
- Connecting Everett–Seattle and Lakewood–Seattle

ST Express buses

- 24 express routes on regional freeway corridors



System expansion

Link light rail 1 2 3 4 T

- Five lines
- 116 miles
- 83 stations

Sounder trains N S

- Two lines
- 91 miles
- 14 stations

Stride bus rapid transit S1 S2 S3

- Three lines
- 45 miles on I-405 and SR 522.
- Serving 12 cities and connecting to light rail in Shoreline, Lynnwood, Bellevue and Tukwila.

Board “realigned” project schedules to address affordability gap

Board adopted new schedule for project delivery that addressed the affordability gap, except for 4 projects which have 2 delivery dates:

- **Target Date**
 - Projects are being planned on a timeline to meet the target date. It will be delivered on this date if additional financial capacity.
- **Affordability Date**
 - If additional capacity is not achieved, the project will be delivered on the affordable date.

South Sound investments*



- A** Federal Way Link Extension (2025)
- B** Tacoma Dome Link Extension (2032)
- C** Infill Link station at Boeing Access Rd (2031)
- D** Hilltop Tacoma Link Extension (2023)
- E** Tacoma CC Tacoma Link Extension (2039*)
- F** I-405/SR 518 Stride BRT (2026)
- G** Contribution to PT's Pacific Ave/SR 7 BRT
- H** Souder extension to Tillicum and DuPont (2045)
- I** South Tacoma and Lakewood Souder Access (2030)
- J** Souder South Capacity Expansion (2036-2046)
- K** Puyallup, Sumner, Auburn and Kent parking and access improvements (2022-2026)
- L** HCT study (Souder to Orting, light rail to Tacoma Mall), East Pierce Bus Improvements to Sumner Station



Federal Way Link

Opens 2025

- Three 1-Line stations at Kent/Des Moines, S. 272nd, Federal Way
- 7.8 miles

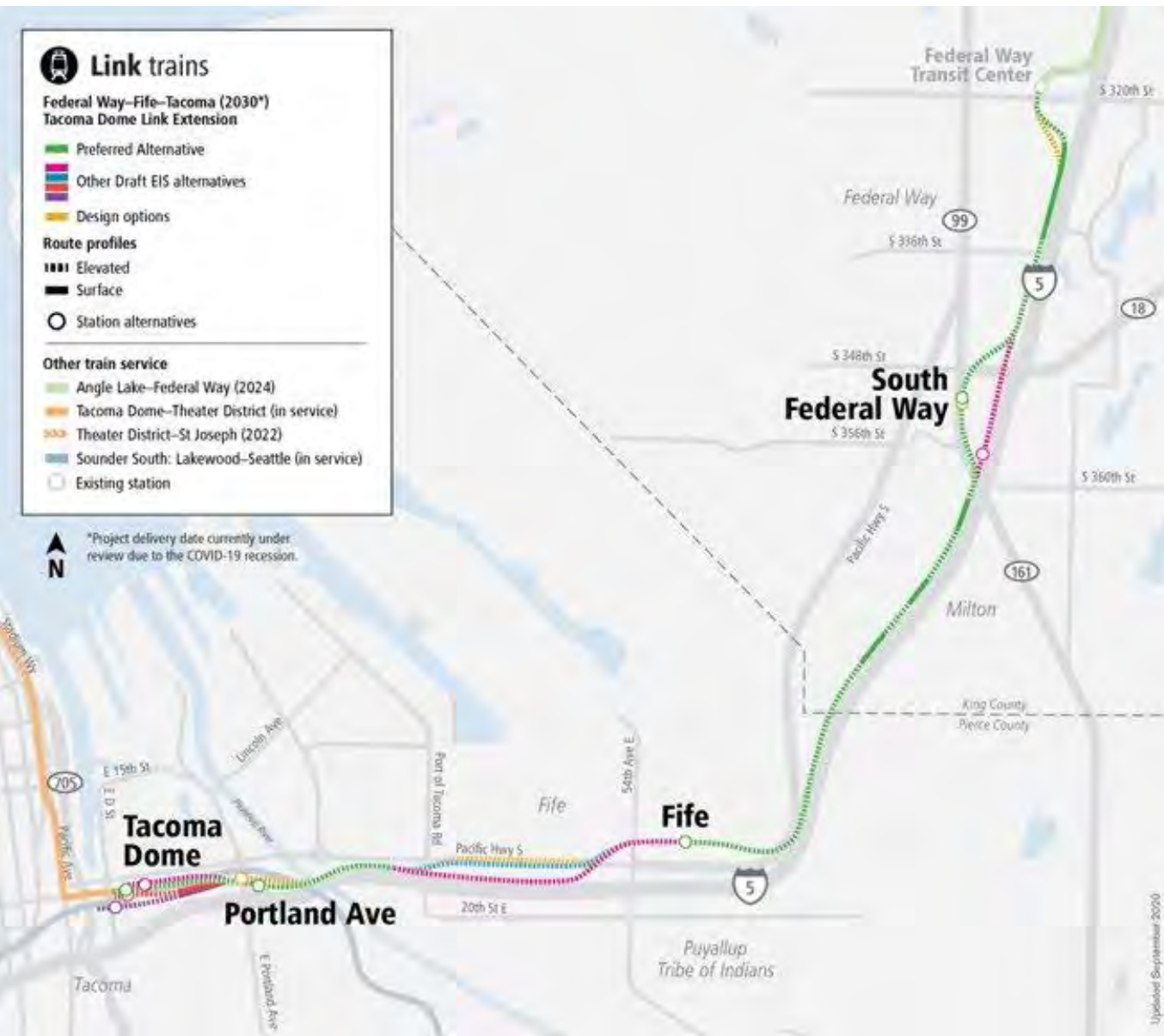
Tacoma Dome Link Opens 2032

Federal Way Transit Center to Tacoma Dome

- Four 1-Line stations serving South Federal Way, Fife, East Tacoma and Tacoma Dome
- 9.7 miles

Benefits

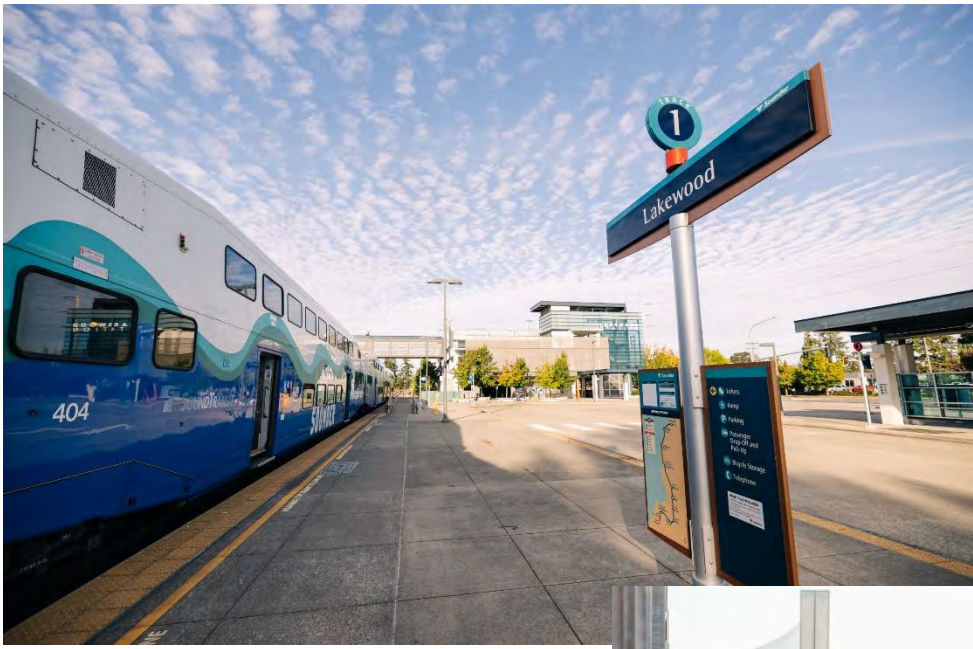
- South Federal Way to Tacoma Dome Station in 20 minutes
- Fife to Tacoma Dome Station in 6 minutes
- Tacoma Dome Station to Sea-Tac Airport in 35 minutes





Hilltop Tacoma Opens 2023

- 6 new T-Line stations connecting Tacoma Dome to Hilltop
- 2.4 miles
- Expanded Operations & Maintenance Facility
- 5 new light rail vehicles



South Tacoma & Lakewood Station Access Improvements Projects

Open 2030



Puyallup Parking & Access Improvements Opens 2022

- New parking spaces: 166 new surface and 511 in garage
- Total of 1,042 parking spaces in station area
- Opening Q4 of 2022



Sumner Parking & Access Improvements Opens 2025

- Garage with up to 4.5 levels
- Will add up to 505 net new stalls
- Sidewalk and lighting enhances near the station

***Labor and
apprenticeships***



Supporting jobs

323,000 direct and indirect jobs from 2022 to 2046.



Apprenticeship and skilled labor

Goal: 20% of total construction hours worked to be apprenticeships

Thank you.



 [soundtransit.org](https://www.soundtransit.org)





**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Manufactured Home Code Amendments	AB22-14			
			2.16.2022 6.15.2022	8.31.2022
	Department:	Planning		
	Date Submitted:	8.10.2022		
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:				
Timeline:				
Submitted By:	Carmen Smith (Planner)			
Fiscal Note:				
Attachments: Staff Memo				
SUMMARY STATEMENT:				
Code amendments are proposed restricting the age of a manufactured home placed on an individual lot to three years old.				
These code amendments were written following Council discussion at the February Study Session meeting and a planning commission public hearing and comply with RCW 35A.21.312.				
RECOMMENDED MOTION: <u>Motion:</u>				
To adopt Ordinance No. 2022-1097, an ordinance of the City of Orting, Washington, relating to zoning controls pertaining to manufactured homes; amending Orting municipal Code section 13-3-3; providing for severability; and establishing an effective date.				

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2022-1097**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO ZONING CONTROLS
PERTAINING TO MANUFACTURED HOMES; AMENDING
ORTING MUNICIPAL CODE SECTION 13-3-3;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, in the City of Orting, under Orting Municipal Code 13-3-3, manufactured homes are allowed in the Residential-Conservation, Residential-Urban, and Residential-Multi-Family zones when on a legal lot with a permanent foundation; and

WHEREAS, the City of Orting had no regulations related to the age of manufactured homes when placed on a lot; and

WHEREAS, the City of Orting wishes to ensure that manufactured homes are up to current building codes; and

WHEREAS, in accordance with the requirement set forth in RCW 36.0A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance for its review on June 20, 2022; and

WHEREAS, the City's Planning Commission considered the amendments on May 2, 2022 and held a public hearing on the proposed amendments on June 6, 2022 and forwarded a recommendation to the City Council to adopt the proposed OMC amendments; and

WHEREAS, the City Council, on June 15, 2022 considered the proposed code amendments and the entire record, including recommendations from the Planning Commission and, on July 13, 2022 had a closed record final decision; and

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

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

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

Section 2. OMC Section 13-3, Amended. Orting Municipal Code Section 13-3 is hereby amended as follows:

13-3-3: USES:

**TABLE 1
CITY OF ORTING LAND USE**

	Zones							
	RC	RU	RMF	MUTC	MUTCN	LM	OS	PF
Manufactured home park	C	C	C					
Mobile/manufactured home	P ⁷	P ⁷	P ⁷					
Multiple-family			P	P ³	P			

Notes:

1. Residential planned unit developments (PUD) may allow increases in underlying density except in the MUTCN.
2. All development subject to Master Development Plan and MUTCN Bulk and Dimensional Requirements. See sections 13-3-2 E2 and E5 of this code.
3. Subject to architectural design review.
4. As a binding site plan.
5. Not located along retail street frontages.
6. Housing more than 12 unrelated individuals.
7. On a legal lot with permanent foundation and no older than three years old on the date the home is placed on the lot.
8. On upper floors above ground floor commercial only.
9. On upper floors above ground floor commercial, or in freestanding residential buildings.
10. Duplexes and townhouses are not allowed on flag lots in the RU zone.
11. In planned retail centers when building area is less than 10,000 square feet.
12. See section 13-5-4 of this title.
13. On site sales of agricultural products allowed.
14. Food stores only.
15. On upper floors above ground floor retail.
16. Including outdoor display or sales yards.
17. Not including overnight kennels or treatment facilities.
18. Machine shops, incinerators, wrecking yards, and feedlots may be permitted subject to appropriate mitigation of impacts on surrounding nonindustrial areas. Significant adverse noise, air quality, or other impacts caused by manufacturing processes shall be contained within buildings.
19. When entirely located in a building, not producing adverse noise or air quality impacts, and not located along retail street frontage. Ground floor area limited to 10,000 square feet maximum.
20. Private facilities.
21. Subject to all other City regulations regarding livestock.
22. Redevelopment of the Orting Soldiers' Home subject to site plan and architectural design review approval.
23. Three or more units per building.
24. May not have frontage along SR 162/Washington Avenue N. Must be screened from all adjacent residences with sight obscuring landscaping, 6-foot tall solid fencing.
25. For Senior Housing (aged 55+) only.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 31st of AUGUST, 2022.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

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



City Council Staff Report

Project Name: Manufactured Homes Code Amendments

Applicant: City of Orting

Date of Staff Report: July 7, 2022

Date of Meeting: August 31, 2022

Staff Recommendation: Approval

City Staff Contact: Carmen Smith Contract City Planner Tim Lincoln Building Official

Public Notice: Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a public hearing was published in the newspaper and posted online on May 27, 2022 in accordance with OMC 15-7-3.

Exhibits:

1. Proposed Ordinance

Background

In the City of Orting regulations are in place specifically for both mobile and manufactured homes . Per OMC 10-14-3 parking or occupying a mobile home outside an approved manufactured home park is not allowed, with a few exceptions. Exceptions include an unoccupied one in a private grange, a sale lot, or temporary parking per OMC 10-14-3.C.

Manufactured homes and mobiles homes are different uses. Per RCW 43.22A.010:

"Manufactured home" means a single-family dwelling built in accordance with the department of housing and urban development manufactured home construction and safety standards act, which is a national, preemptive building code.

"Mobile home" means a factory-built dwelling built prior to June 15, 1976, to standards other than the HUD code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since introduction of the HUD manufactured home construction and safety standards act.

In Orting, manufactured homes are permitted on legal lots in the Residential Conservation (RC), residential Urban (RU) and Residential Multi-Family (RMF) zones. They must be on a permanent foundation and meet the following definition: "A dwelling unit manufactured off-site in a factory, transported to the site and placed on a permanent foundation and bearing an insignia by a state or federal regulatory agency indicating that the building complies with all applicable construction standards of the U.S. Department of housing and urban development's definition of a manufactured

home.” They must also meet all applicable development/zoning regulations (setbacks, coverage etc.) as well.

The City’s Building Official requested that the City’s code be looked at to potentially be amended to require manufactured homes placed on individual lots to be new (in compliance with item (1), below). This will mainly ensure the homes are up to current Codes and conform to the surrounding residential atmosphere.

In initial Council discussions, some Councilmembers expressed a desire to see any manufactured home that was placed on an individual lot in the City to be brought up to current code rather than be “new” and not used, or perhaps put an age requirement on them rather than requiring they be new.

A question was also posed about if typical stick-built housing could be moved into the City. This housing can be moved into the City, the foundation would be required to meet current adopted code, but the whole building would not be required to be brought up to current building code standards. The building must just be safe for human occupancy as determined by the International Fire Code and the International Property Maintenance Code. Any repair, alteration or change of occupancy undertaken within the moved structure shall comply with the requirements of the building code applicable to the work being performed and can be inspected to ensure that structural damage did not occur during the move.

Based on Commission discussion at the May 2, 2022 Planning Commission Meeting, staff propose that manufactured homes be limited to an age of no more than three years old when the home is placed on the lot. On June 6, 2022 the Planning Commission recommended approval of the amendments as proposed.

Findings of Fact

State law allows manufactured homes to be further regulated, though the state legislature since 2004 has required cities and counties to regulate manufactured homes built to federal manufactured housing construction standards no differently than they regulate other types of homes.¹ However, under those regulations, cities may require that manufactured homes²:

- (1) be new manufactured homes³;
- (2) be set on a permanent foundation;
- (3) comply with any local design standards that may apply to all other homes in the neighborhood in which the manufactured home is to be located;
- (4) be thermally equivalent to the state energy code; and/or
- (5) otherwise meet requirements for a "designated manufactured home" in RCW 35.63.160.

Labor and Industries (L&I) permits manufactured homes and remodeling of manufactured homes. L&I was contacted to provide information regarding these code amendments. The L&I representative stated: *“Manufactured homes are built to 24 CFR MHCSS 3280 Federal HUD requirements. This code is*

¹ <https://mrsc.org/Home/Explore-Topics/Planning/Housing/Local-Land-Use-Regulation-of-Manufactured-Housing.aspx>

² RCW 35A.21.312

³ Per RCW 35.63.160(2) "New manufactured home" means any manufactured home required to be titled under Title 46 RCW, which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW 82.45.032(2).

unique for HUD built homes and you cannot establish they be brought up to the IRC requirements. The state of Washington nor the Building Code Council has adopted the section in the IRC outlining requirements for the installation of manufactured homes. Most of these requirements do match the manufacturer’s installation manuals and the Federal Manufactured Home Model Code 24 CFR 3285.”

Therefore, City code cannot mandate that manufactured homes placed on individual lots be brought up to current code that same as other single-family homes as they are controlled by L&I and any remodeling is permitted and controlled by L&I. The City can however put an age limitation on the manufactured homes, such as three years old, or require they be new, per the RCW above.

Proposal

13-2-14: M:

MANUFACTURED HOME: A dwelling unit manufactured off site in a factory, transported to the site and placed on a permanent foundation and bearing an insignia by a state or federal regulatory agency indicating that the building complies with all applicable construction standards of the U.S. department of housing and urban development's definition of a manufactured home.

13-3-3: USES:

Table 1: City of Orting Land Use

	Zones							
	RC	RU	RMF	MUTC	MUTCN	LM	OS	PF
Manufactured home park	C	C	C					
Mobile/manufactured home	p ⁷	p ⁷	p ⁷					
Multiple-family			P	p ³	P			

Notes:

1. Residential planned unit developments (PUD) may allow increases in underlying density except in the MUTCN.
2. All development subject to Master Development Plan and MUTCN Bulk and Dimensional Requirements. See sections 13-3-2 E2 and E5 of this code.
3. Subject to architectural design review.
4. As a binding site plan.
5. Not located along retail street frontages.
6. Housing more than 12 unrelated individuals.
7. On a legal lot with permanent foundation and no older than three years old on the date the home is placed on the lot.

Public Hearing

A public hearing was held by the planning commission on June 6, 2022.

Staff Recommendation

Staff recommends approval the ordinance as proposed.

Appeal

Recommendations of the planning commission may be appealed, by applicants or parties of record, from the planning commission hearing, to the city council per OMC 15-10-2.

NOTICE OF ORTING CITY COUNCIL PUBLIC HEARING

Wednesday, August 31 2022 – 7:00 pm

NOTICE IS HEREBY GIVEN the Orting City Council will be holding a Public Hearing. The purpose of this hearing is to receive public testimony regarding a proposal to amend Orting Municipal Code 13-3-3: Uses. The amendment to the code is to restrict manufactured homes placed on individual lots to be no older than 3 years when placed on the lot.

The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in City Council Chambers at **104 Bridge St South** or by a log in or call in number and then entering the Meeting ID.

To join the meeting/hearing on a **computer or mobile phone**:

<https://us06web.zoom.us/j/86181071666?pwd=REpLMEJxUjdHaktQb0taZDQ4bEE0UT09>

Phone Dial-in: +1 253-215-8782

Meeting ID: 861 8107 1666 Passcode: 308847

If you are unable to join the hearing written comments may be submitted to City Planner Carmen Smith electronically, no later than 1:00pm on Wednesday, August 31 2022 at planner@cityoforting.org.

Written comments will be sent to the Commission prior to the hearing and will become part of the public record. Further information may be obtained by emailing Carmen Smith at the email above or by phone at 206-731-7807.



THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0085333

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

TAC - Legal Ads

Final Cost:

251.27

Payment Type:

Account Billed

User ID:

IPL0019818

PREVIEW FOR AD NUMBER IPL00853330**ACCOUNT INFORMATION**

CITY OF ORTING IP

PO BOX 489

ORTING, WA 98360-0489

360-893-2219

fbingham@cityoforting.org

CITY OF ORTING

TRANSACTION REPORT**Date**

August 10, 2022 1:13:37 PM EDT

Amount:

251.27

SCHEDULE FOR AD NUMBER IPL00853330

August 17, 2022

The News Tribune (Tacoma)

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN the City of Orting City Council will be holding a Public Hearing. The purpose of this hearing is to receive public testimony regarding a proposal to amend Orting Municipal Code 13-3-3: Uses. The amendment to the code is to restrict manufactured homes placed on individual lots to be no older than 3 years old when placed on the lot.

The hearing will be held at a regular City Council Meeting on Wednesday, August 31st at 7:00pm. The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in City Council Chambers at 104 Bridge St S or by a log in or call in number and then entering the Meeting ID. To join the meeting/hearing on a computer or mobile phone:

https://us06web.zoom.us/j/86181071666?pwd=REpLMEJxUjdHaktQb0taZDQ4bEE0UT09
Phone Dial-in: +1 253 215 8782 then enter Meeting ID: 861 8107 1666 and Passcode: 308847

If you are unable to join the hearing written comments may be submitted to City Planner Carmen Smith electronically, no later than 1:00pm on August 31, 2022 at planner@cityoforting.org. Written comments will be sent to the Commission prior to the hearing and will become part of the public record. Further information may be obtained by emailing Carmen Smith at the email above or by phone at 206-731-7807.

W00000000
Publication Dates

W00000000
Publication Dates

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22-77	N/A	N/A	8.31.2022
2023 Revenue Sources – Public Hearing				
Department:	Finance			
Date Submitted:	8.24.2022			
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:	Gretchen Russo			
Fiscal Note:	None			
Attachments:	TBD			
SUMMARY STATEMENT:				
<p>This revenue presentation is the first Public Hearing related to the 2023 budget. The Finance Director will present on anticipated 2023 revenue sources.</p>				
RECOMMENDED ACTION: None				

City of Orting 2023 Revenue

Gretchen Russo, Finance Director



August 31, 2023

Types of Revenue

- Taxes
 - Excise and Property Taxes
- Licenses and Permits:
 - Building Permits, Business Licenses, and Franchise Fees.
- Intergovernmental:
 - Grants, State Assistance, Criminal Justice Special Programs Grant, School Resource Officer, Liquor Profits
- Charges for Goods & Services:
 - Court Costs, Building Plan Review and Inspection Fees, Engineering Plan Review Fees, Utility Fees (Water, Water Resource Recovery, and Storm Rates), Cemetery Fees
- Fines & Forfeits:
 - Convictions for Crimes, Civil Penalties, Traffic Infractions, DUI Penalties, Utility Late Fees and Shut Off Fees, NSF Checks
- Miscellaneous Revenue:
 - Investment Interest, Rentals & Leases, Donations, Special Events

Tax Revenue

There are two major categories of taxes - Excise Tax and Property Tax

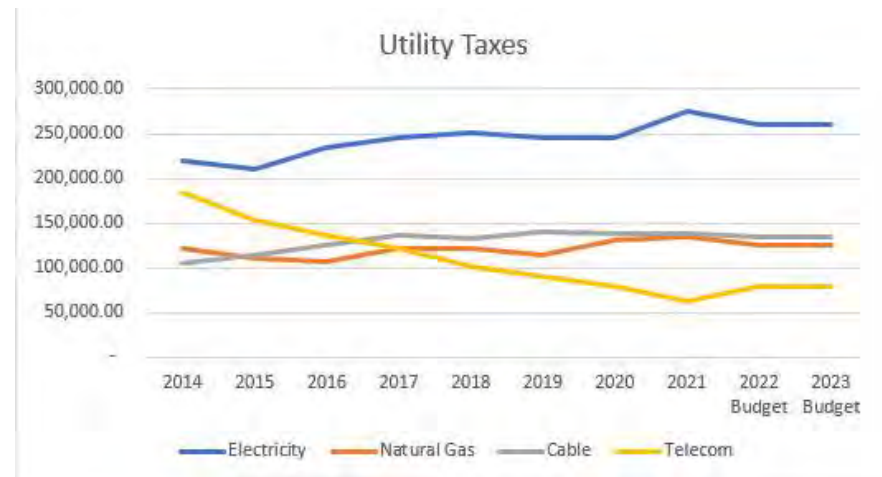
- These taxes are imposed differently.
- Excise tax rates remain in effect once adopted. Some of the excise taxes the City receives includes the following:
 - Local Sales Tax - 1.0 % (9.4% total)
 - B & O Utility tax – Electricity, Natural Gas, Cable, and Telephone – 6% of gross revenues
 - The city has the authority to impose further utility taxes on garbage and public utilities including water, sewer, and stormwater, but is not proposing such a tax at this time.
 - Local Gambling Tax – Non-profit: 10% of net receipts, Profit: 4% of gross receipts
 - Local Real Estate Tax or REET (from home sales) - .5%

*More sales, more tax revenue

Excise - Utility Taxes

- Utility taxes in the city are levied on electricity, gas, cable and telecommunications at 6% of gross revenues.

Year	Electricity	Natural Gas	Cable	Telecom
2014	220,170.24	121,436.92	105,479.32	183,969.50
2015	210,800.44	111,452.79	113,868.12	153,462.44
2016	234,758.29	106,131.68	124,776.65	137,368.34
2017	245,865.62	122,029.66	135,575.81	122,026.77
2018	251,507.00	122,612.00	131,937.00	101,574.00
2019	244,843.24	114,788.55	139,878.08	90,524.85
2020	246,101.66	130,833.26	138,097.36	79,808.05
2021	275,452.52	135,389.34	137,968.14	62,600.83
2022 Budget	260,000.00	125,000.00	135,000.00	80,000.00
2023 Budget	260,000.00	125,000.00	135,000.00	80,000.00



Property Taxes

Unlike most states, Washington is “budget-based.”

- The City establishes an amount they need for operations that doesn't exceed the legal limits, then the tax rate is calculated.
- Property owners pay a portion of that total authorized amount based upon property values.
- Normally cities claim up to their legal limit.

Property Taxes

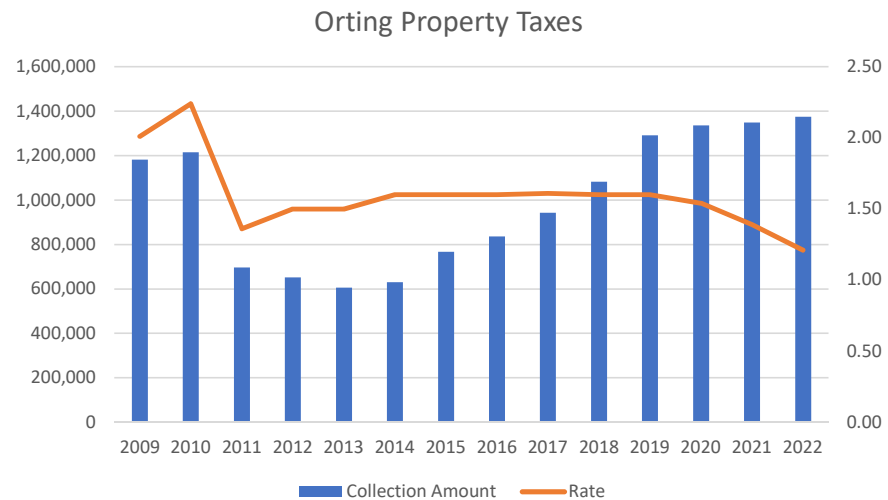
Property Taxes revenues are evaluated every year based upon two limitations – 1. last year's levy amount and the City's assessed valuation.

After this has been completed, the City is limited to the lesser amount.

1. We can only request up to 1% of last year's levy amount (plus the assessed value of new construction & improvements.)
 - In 2022 our levy amount was \$1,375,197 so we can request $\$1,375,197 \times 1.01$ which would be \$1,387,576 plus new construction. Our new construction totals will be sent to us in September.
 2. We can only request up to \$1.60 per thousand of the City's assessed valuation.
 - In 2021 our City's assessed valuation was \$961,158,709 which is divided by 1000 then multiplied by 160% ($961,158,709 / 1000 * 1.6$) These means that our upper limit for 2022 would be \$1,537,854.
- The lesser amount - **\$1,387,576** (plus new construction) is the highest we can request from our citizens.

History of the City's Property Tax Rates

Year	Collection Amount	Rate
2007	983,513	2.21
2008	1,131,375	2.03
2009	1,182,007	2.01
2010	1,214,365	2.24
★ 2011	696,078	1.36
2012	652,000	1.50
2013	604,959	1.50
2014	629,391	1.60
2015	767,089	1.60
2016	835,116	1.60
2017	942,618	1.61
2018	1,082,557	1.60
2019	1,290,751	1.60
2020	1,335,881	1.54
2021	1,347,915	1.39
2022	1,373,837	1.21



Since the total revenue is limited to 1%, the rate per \$1,000 goes down when house values increase more than 1%. If home values decrease, the rate per thousand would go up.

★ The Fire Department was annexed in 2011 which limited the City's total collection amount.

2022 Tax Rates		
Conservation Futures	0.44%	\$ 0.03
Flood Control Zone	1.10%	\$ 0.10
Port of Tacoma	1.70%	\$ 0.15
Central Puget Sound RTA	2.10%	\$ 0.18
Pierce County Rural Library	4.40%	\$ 0.39
Fire District 18	16.10%	\$ 1.44
State	29.60%	\$ 2.66
County	9.40%	\$ 0.85
★ City of Orting	13.50%	\$ 1.21
Orting School District	21.70%	\$ 1.95
	100%	\$ 8.96
26.65% voter approved		

13.5% of the property tax paid is remitted to the City of Orting for its operations.

City of Orting property tax:

In 2022 homeowners paid \$1.21 per \$1000.
 In 2021 homeowners paid \$1.39 per \$1000.
 In 2020 homeowners paid \$1.54 per \$1000.
 In 2019 homeowners paid \$1.60 per \$1000.

For example: A house in Orting that is valued at \$450,00 would pay \$544.50 (450 X \$1.21) in property taxes for city services which include police, court and the maintenance of our streets and parks.

How does this impact homeowners?

While the taxpayer's home value increases, the rate (how much they pay per their house value) is lowered. Below is a breakout of taxes for an actual Orting homeowner.

Tax Year	House Value	Rate Per Thousand	City Share	City's/Total Tax
2022 (2021 House Value)	\$358,300	\$8.97	\$1.21 (13.5%)	<u>\$433.54</u> of \$3,213.95
2021 (2020 House Value)	\$287,700	\$12.07	\$1.39 (11.5%)	<u>\$399.90</u> of \$3,472.54
2020 (2019 House Value)	\$260,000	\$13.59	\$1.54 (11.3%)	<u>\$400.40</u> of \$3,533.40

City of Orting Property Tax Collections

Year	Collection Amount	Rate
2007	983,513	2.21
2008	1,131,375	2.03
2009	1,182,007	2.01
2010	1,214,365	2.24
2011	696,078	1.36
2012	652,000	1.50
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2018	1,082,557	1.60
2019	1,290,751	1.60
2020	1,335,881	1.54
2021	1,347,915	1.39
Budget 2022	1,373,837	1.21

Listed under the See **Collection Amt** column is the amount the City has received in Property Tax revenue.

In 2022 our property tax is 47% of the total tax revenue we expect to receive for General Fund (GF) expenditures.

We are forecasting that we will receive \$25,900 more in 2022 property tax revenue this year than in 2021.

Yet the GF expenditures are increasing at a much higher rate.

Total Revenue (All Funds)

All Funds	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2022 Budget	2023 Budget	Change from 2022 \$	%
Revenues				as of 7.31.22				
New Request	-	-	-	-	-	-	-	0.0%
Taxes	3,578,567	3,591,015	3,941,065	2,418,568	3,398,048	3,464,786	66,738	108.0%
Licenses and Permits	260,016	155,672	374,986	181,882	207,250	256,988	49,738	101.3%
Intergovernmental	855,238	1,541,367	2,388,930	1,803,792	2,247,344	1,100,100	(1,147,244)	78.7%
Goods and Services	5,545,030	5,386,285	6,776,380	3,587,824	5,798,513	6,151,899	353,386	102.0%
Fines and Penalties	114,948	72,478	88,914	65,167	97,500	70,100	(27,400)	81.0%
Miscellaneous	457,982	220,087	145,316	227,203	96,260	164,610	68,350	106.9%
Nonrevenues	139,516	-	2,248	2,400	-	-	-	0.0%
Transfers	6,829,679	1,132,151	231,110	-	33,800	36,000	2,200	22.9%
Other	53,453	216,656	2,346	678	10,000,000	10,000,000	-	100.0%
Total Revenue	11,004,749	11,183,560	13,720,186	8,287,514	21,844,914	21,208,483	(636,432)	100.4%

Transfers are subtracted out of Total Revenue to avoid the effect of double counting.

	2023 Budget	Percentage
New Request		
Taxes	3,464,786	31%
Licenses and Permits	256,988	2%
Intergovernmental	1,100,100	10%
Goods and Services	6,151,899	55%
Fines and Penalties	70,100	1%
Miscellaneous	164,610	1%
Nonrevenues	-	0%
Transfers	36,000	0%
Other		0%
	11,244,483	100%

*Excludes \$10,000,000 budget in "Other" for Biosolid facility.

General Fund Revenue Overview

General Fund	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2022 Budget	2023 Budget	Change from 2022 \$	%
Revenues								
				as of 7.31.22				
New Request	-	-	-	-	-	54,000	54,000	0.0%
Taxes	2,911,644	2,962,490	3,139,279	1,880,033	2,947,838	2,984,576	36,738	1.3%
Licenses and Permits	260,016	155,672	374,986	181,882	207,250	256,988	49,738	19.6%
Intergovernmental	256,819	830,634	400,812	184,888	257,600	269,100	11,500	4.5%
Goods and Services	269,301	169,113	223,104	173,803	271,890	242,260	(29,630)	-10.9%
Fines and Penalties	69,813	60,478	88,789	36,117	75,500	62,100	(13,400)	-20.8%
Miscellaneous	99,634	149,289	62,789	141,344	43,950	72,200	28,250	54.9%
Nonrevenues	516	-	748	2,400	-	-	-	0.0%
Transfers	-	-	11,962	-	4,000	4,000	-	0.0%
Other	51,120	209,100	2,346	678	-	-	-	0.0%
Total Revenue	3,918,864	4,536,775	4,304,816	2,601,144	3,808,028	3,945,224	137,196	3.7%

The New Request amount is \$30,000 for the Summer program (if grant funded) and the \$24,000 lease of the older City Hall building.

	2023	Percentage
New Request	54,000	1%
Taxes	2,984,576	76%
Licenses and Permits	256,988	7%
Intergovernmental	269,100	7%
Goods and Services	242,260	6%
Fines and Penalties	62,100	2%
Miscellaneous	72,200	1%
Nonrevenues	-	0%
Transfers	4,000	0%
Other	-	0%
Total	3,945,224	100%

The *Taxes* budget is increasing primarily because of an anticipated increase of \$23,000 in sales tax revenue..

Intergovernmental revenue is revenue we received from other governmental entities (primarily the State.)

- \$110,00 Liquor tax.
- \$140,000 (portion of the State's REET sales tax) for city financial assistance

Streets & Parks Revenue

- ▶ The primary source of our Streets and Park funds is Real Estate and Excise Tax (REET.) The City receives .5% of the sale of a home within the city limits. Half of these funds can be used for maintenance, the other half must be used for capital projects (new equipment, parks etc.) See the next page for the balance as of June 30, 2022 of these restricted funds.
- ▶ The Parks fund also receives impact fees which can be used for “system improvements” not maintenance. Impact fees are received when new development has occurred. As development slows down so will this funding source.
- ▶ These revenues fluctuate as they are based upon the economy and the development of new homes. Both issues will contribute to uncertainty in the revenue of these funds over the coming years.

Streets & Parks Revenue – REET Balance

(as of 6.30.22)

REET (Real Estate Excise Tax)											
Parks				Streets							
2020 Carryover (REET 2 - Capital)		\$88,205.33	2020 Carryover (REET 1 - Maintenance)		(\$327,398.27)	2020 Carryover (REET 2 - Capital)		(\$157,529.38)	2020 Carryover (REET 1 - Maintenance)		(\$421,934.64)
2021 PARKS				2021 STREETS							
REET 2 Revenue		\$244,743.16	REET 1 Revenue		\$99,999.96	REET 2 Revenue		\$244,743.16	REET 1 Revenue		\$100,000.00
		\$0.00	*Park Impact Fees		\$32,386.79						
Gratzer Park		\$ 305,455.85	Maint Exp		\$ 271,701.55	Whitehawk		\$ 194,500.58	Maint Exp		\$ 179,005.37
Wheel Chair Toy		\$1,289.73				Kansas		\$ 28,864.18			
2021 Carryover (REET 2 - Capital)		\$26,202.91	2021 Carryover (REET 1 - Maintenance)		(\$466,713.07)	2021 Carryover (REET 2 - Capital)		(\$136,150.98)	2021 Carryover (REET 1 - Maintenance)		(\$500,940.01)
2022 PARKS (as of 6.30.22)				2022 STREETS (as of 6.30.22)							
REET 2 Revenue		\$97,529.31	REET 1 Revenue		\$97,529.32	REET 2 Revenue		\$97,529.32	REET 1 Revenue		\$97,529.32
			*Park Impact Fees		\$19,089.68						
Ground Cover - Gratzer		\$ 10,140.38	Maint Exp		\$ 235,171.51	Kansas		\$ 1,758.08	Maint Exp		\$ 69,435.17
						Whitehawk		\$22,980.43			
Current Carryover (REET 2 - Capital)		\$133,872.60	Current Carryover (REET 1 - Maintenance)		(\$585,265.58)	Current Carryover (REET 2 - Capital)		(\$63,360.17)	Current Carryover (REET 1 - Maintenance)		(\$472,845.86)

A negative carryover means that the City has spent more than we have received in REET revenue.

Cemetery Revenue

Cemetery	2019 Actual	2020 Actual	2021 Actual	2022 Actual as of 7.31.22	2022 Budget	2023 Budget	Change from 2022	
							\$	%
Revenues								
New Request		-	-	-	-	-	-	0.0%
Goods and Services	24,928	28,045	48,134	44,763	28,000	46,300	18,300	67.8%
Miscellaneous	1,050	26	104	314	-	-	-	0.0%
Nonrevenues	-	-	-	-	-	-	-	0.0%
Transfers	22,014	30,980	22,002	-	27,800	30,000	2,200	8.5%
Total Revenue	47,992	59,050	70,239	45,077	55,800	76,300	20,500	38.7%

- We expect the Cemetery to continue to struggle for revenue in 2023.
- The columbarium purchase will enable the City to provide end of life choices at a reduced cost.
- The cemetery rates for burials may be increased in 2023 to help offset costs.
- A large portion of the Cemetery's revenue will continue to be a transfer from the General Fund.

Transportation Benefit District (TBD) Revenue

TBD	2019 Actual	2020 Actual	2021 Actual	2022 Actual as of 7.31.22	2022 Budget	2023 Budget	Change from 2022	
							\$	%
Revenues								
Taxes	140,898	42,996	178	20	-	-	-	0.0%
Miscellaneous	6,554	1,760	332	1,026	400	400	-	0.0%
Total Revenue	147,453	44,755	510	1,045	400	400	-	0.0%

Transportation benefit district revenue is revenue which can be raised for specific transportation projects, usually through vehicle license fees or sales taxes.

This revenue may be used for construction, maintenance and operational costs for roads, sidewalks and transit services.

The City Council voted to reduce the license fees to zero in May 2020. The tax revenue received in 2021 and 2022 is revenue from past due tabs.

Utilities

- In 2019 the City hired a consultant to evaluate our utility rates to make recommendations how to keep rates as fair as possible over the coming years and be able to reinvest into our infrastructure.
- The consultant recommended a rate structure that covered 2020 to 2024 and allows the City to meet our goals as laid out the respective utilities Capital Improvement Plan (CIP).

Water Revenue

Water	—	2019	2020	2021	2022	2022	2023	Change from 2022	
Revenues	—	Actual	Actual	Actual	Actual	Budget	Budget	\$	%
					as of 7.31.22				
Goods and Services		1,947,073	1,958,071	2,407,573	1,141,733	2,006,581	2,049,466	42,885	2.1%
Fines and Penalties		45,135	12,000	125	29,050	22,000	22,000	-	0.0%
Miscellaneous		45,030	6,259	8,926	11,564	8,000	11,000	3,000	37.5%
Other		-	884	11,485	-	-	-	-	0.0%
Total Revenue		2,037,238	1,977,214	2,429,609	1,182,347	2,036,581	2,082,466	45,885	2.2%

	2023 Budget	Percentage
New Request	-	0%
Goods and Services	2,049,466	98%
Fines and Penalties	22,000	1%
Miscellaneous	11,000	1%
Nonrevenues	-	0%
Other	-	0%
Total	2,082,466	100%

The Water fund is an enterprise fund which means that it provides a service which must cover all of its operational costs.

Stormwater Revenue

Stormwater	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2022 Budget	2023 Budget	Change from 2022	
							\$	%
Revenues				as of 7.31.22				
Intergovernmental	77,145	53,320	35,978	51,978	325,000	367,000	42,000	12.9%
Goods and Services	881,669	912,901	1,015,305	602,303	944,504	953,707	9,203	1.0%
Miscellaneous	39,140	7,040	5,397	7,497	5,100	5,100	-	0.0%
Other	2,332	244	1,916	-	-	-	-	0.0%
Total Revenue	1,000,286	973,504	1,058,597	661,778	1,274,604	1,325,807	51,203	4.0%

	2023 Budget	Percentage
New Requests	0	0%
Intergovernmental	367,000	28%
Goods and Services	953,707	72%
Fines and Penalties	0	0%
Miscellaneous	5,100	0%
Other	0	0%
Total	1,325,807	100%

The Stormwater Fund is an enterprise fund which means that it provides a service which must cover all of its operational costs.

The intergovernmental revenue includes four separate grants.

Village Green Outfall, NPDES, Pierce County Flood District & Flood Control Zone District Opportunity

Water Resource Recovery Revenue

Water Resource Recovery	2019 Actual	2020 Actual	2021 Actual	2022 Actual as of 7.31.22	2022 Budget	2023 Budget	Change from 2022	
							\$	%
Revenues								
Goods and Services	2,325,268	2,316,229	2,967,949	1,562,666	2,517,648	2,825,167	307,519	11.6%
Miscellaneous	153,237	16,945	18,745	30,188	17,500	17,100	(400)	-0.8%
Nonrevenues	139,000	-	-	-	-	-	-	0.0%
Other	-	5,276	15,311	-	10,000,000	10,000,000	-	0.0%
Total Revenue	2,617,505	2,338,450	3,002,005	1,592,854	12,535,148	12,842,267	307,119	2.4%

WRR

	2023 Budget	Percentage
New Request	-	0%
Goods and Services	2,825,167	99%
Fines and Penalties	-	0%
Miscellaneous	17,100	1%
Nonrevenues	-	0%
Other	-	0%
Total	2,842,267	100%

The Water Resource Recovery Fund is an enterprise fund which means that it provides a service which must cover all of its operational costs.

An \$10,000,000 capital loan is planned for the building of the Biosolid facility.

*Excludes \$10,000,000 budget in "Other" for Biosolid facility.

Questions?

NOTICE OF ORTING CITY COUNCIL PUBLIC HEARING

Wednesday, August 31 2022 – 7:00 pm

NOTICE IS HEREBY GIVEN; that the City Council of the City of Orting has fixed Wednesday, August 31st, 2022, at 7:00 p.m. at a regular meeting of the City Council, as the time and place for a public hearing to consider revenue sources for the 2023 budget year. The meeting will be held in person at the Orting City Hall located at 104 Bridge St. S. Orting, WA 98360 and on the platform Zoom.

The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in City Council Chambers at **104 Bridge St South** or by a log in or call in number and then entering the Meeting ID.

To join the meeting/hearing on a **computer or mobile phone**:

<https://us06web.zoom.us/j/86181071666?>

[pwd=REpLMEJxUjdHaktQb0taZDQ4bEE0UT09](https://us06web.zoom.us/j/86181071666?pwd=REpLMEJxUjdHaktQb0taZDQ4bEE0UT09)

Phone Dial-in: +1 253-215-8782

Any person may speak at the public hearing, but if you are unable to attend, written comments may be submitted to City Clerk Kim Agfalvi electronically, no later than 3:00pm on Wednesday, August 31, 2022 at clerk@cityoforting.org.



VOUCHER/WARRANT REGISTER
FOR **AUGUST 31 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.

AUGUST 2nd COUNCIL

CLAIMS WARRANTS #**51450 THRU # 51511**
IN THE AMOUNT OF \$ **236478.92**
MASTERCARD EFT \$ **11234.41**

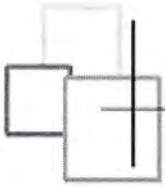
PAYROLL WARRANTS #**23914 THRU #23915 = \$ 13,460.02**
EFT IN THE AMOUNT OF \$ **139,847.77**
Carry Over \$ **27,302.69**

ARE APPROVED FOR PAYMENT ON August 31, 2022

COUNCILPERSON _____

COUNCILPERSON _____

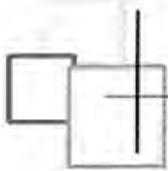
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - 2022-August - 2nd Council Date -8/31/2022

Fund Number	Description	Amount
001	Current Expense	\$61,540.30
101	City Streets	\$15,738.96
104	Cemetery	\$4,553.02
105	Parks Department	\$9,360.23
401	Water	\$25,247.73
408	Wastewater	\$126,490.14
410	Stormwater	\$4,782.95
	Count: 7	\$247,713.33

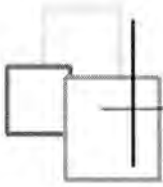


Register

Fiscal: 2022
 Deposit Period: 2022 - 2022-August
 Check Period: 2022 - 2022-August - 2nd Council Date -8/31/2022

Amount	Name	Print Date	Check Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-July 2022 MasterCard</u>	Keybank-MasterCard	8/11/2022	8/10/2022	\$11,234.41
		Total	Check	\$11,234.41
		Total	0032707010	\$11,234.41
Key Bank	2000073			
Check				
<u>51450</u>	ACRnet CBS Branch	8/19/2022		\$517.00
<u>51451</u>	Agfalvi, Kim	8/19/2022		\$145.44
<u>51452</u>	Alpine Products Inc.	8/19/2022		\$210.16
<u>51453</u>	ARG-Timco Inc	8/19/2022		\$14.52
<u>51454</u>	AT&T Mobilty	8/19/2022		\$2,558.98
<u>51455</u>	Big J'S Outdoor Store	8/19/2022		\$797.43
<u>51456</u>	Brisco Inc.	8/19/2022		\$978.02
<u>51457</u>	Capital One Trade Credit	8/19/2022		\$64.51
<u>51458</u>	CenturyLink-Lumen	8/19/2022		\$1,913.80
<u>51459</u>	Charchenko, Danielle	8/19/2022		\$58.19
<u>51460</u>	Cintas Corporation #461	8/19/2022		\$294.68
<u>51461</u>	Core & Main LP	8/19/2022		\$4,348.71
<u>51462</u>	DM Disposal Co., Inc	8/19/2022		\$162.00
<u>51463</u>	Drain-Pro INC	8/19/2022		\$716.49
<u>51464</u>	Elder, Jacob	8/19/2022		\$76.59
<u>51465</u>	Fastenal Company	8/19/2022		\$183.95
<u>51466</u>	Ford Motor Credit Company LLC	8/19/2022		\$4,084.81
<u>51467</u>	Frost Landscape	8/19/2022		\$12,632.28
<u>51468</u>	Grainger	8/19/2022		\$319.21
<u>51469</u>	GreatAmerica Financial Svcs	8/19/2022		\$1,131.79
<u>51470</u>	Law Offices of Matthew J Rusnak	8/19/2022		\$2,132.36
<u>51471</u>	Lawson Electric	8/19/2022		\$3,743.23
<u>51472</u>	Opportunity Center Of Orting	8/19/2022		\$808.33
<u>51473</u>	Orca Pacific, Inc	8/19/2022		\$2,004.21
<u>51474</u>	O'Reilly Auto Parts	8/19/2022		\$551.32
<u>51475</u>	Orting Valley Senior Cent	8/19/2022		\$966.66
<u>51476</u>	P.C. Budget & Finance	8/19/2022		\$3,020.37
<u>51477</u>	Pape & Sons Construction INC	8/19/2022		\$106,097.85
<u>51478</u>	Parametrix	8/19/2022		\$9,391.91
<u>51479</u>	Puget Sound Energy	8/19/2022		\$5,600.34
<u>51480</u>	Puyallup, City of	8/19/2022		\$3,911.18

51481	Recovery Cafe	8/19/2022	\$966.66	
51482	SCORE	8/19/2022	\$16,916.36	
51483	Valley Sign	8/19/2022	\$185.98	
51484	Vision Municipal Solutions LLC	8/19/2022	\$1,056.15	
51485	Water Management Lab Inc.	8/19/2022	\$208.50	
51486	Wex Bank	8/19/2022	\$2,825.60	
51487	Associated Petroleum Products INC	8/31/2022	\$1,283.07	
51488	Bowers, Emma	8/31/2022	\$639.60	
51489	Brouillette, Ken	8/31/2022	\$135.00	
51490	Business Solutions Center	8/31/2022	\$190.36	
51491	Centurylink	8/31/2022	\$3,054.17	
51492	Core & Main LP	8/31/2022	\$1,739.53	
51493	Curry & Williams, P.I.I.c	8/31/2022	\$2,142.49	
51494	Czerwinski, Alexandra	8/31/2022	\$639.60	
51495	Godbolt, Zoe	8/31/2022	\$1,263.60	
51496	Hach Company	8/31/2022	\$244.09	
51497	Herd, Grace	8/31/2022	\$1,263.60	
51498	Jeffries, Mikayla	8/31/2022	\$639.60	
51499	Kyocera Document Solutions Wes	8/31/2022	\$206.77	
51500	Mangold, Gavin	8/31/2022	\$639.60	
51501	Milo's Locksmith Company	8/31/2022	\$538.50	
51502	Orca Pacific, Inc	8/31/2022	\$1,485.11	
51503	P.C. Budget & Finance	8/31/2022	\$641.07	
51504	Peck, Kathryn	8/31/2022	\$1,263.60	
51505	Puget Sound Energy	8/31/2022	\$21,051.13	
51506	S&S Tire Service INC	8/31/2022	\$634.41	
51507	Shrader, Alyssa	8/31/2022	\$1,263.60	
51508	Tacoma Pierce County Health Dept	8/31/2022	\$1,316.00	
51509	The Walls Law Firm	8/31/2022	\$2,070.25	
51510	Turner, Auralyn	8/31/2022	\$327.60	
51511	Water Management Lab Inc.	8/31/2022	\$211.00	
		Total	Check	\$236,478.92
		Total	2000073	\$236,478.92
		Grand Total		\$247,713.33



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount	
ACRnet CBS Branch	51450	20925	001-518-10-41-01	Background Checks-Personnel	\$237.00	
			001-575-50-31-01	Background Checks-Parks & Rec	\$280.00	
				Total	\$517.00	
Agfalvi, Kim	51451	AUG2022-300	001-513-10-43-00	Mileage for Clerk Audit Meeting	\$145.44	
				Total	\$145.44	
Alpine Products Inc.	51452	TM-211037	101-542-30-48-02	Crack Seal-Squeegee-Replacement Blade	\$210.16	
				Total	\$210.16	
ARG-Timco Inc	51453	T047475	408-535-50-48-02	Rigid-Brass Ferrule-8632	\$14.52	
				Total	\$14.52	
Associated Petroleum Products INC	51487	22-612052	401-534-80-32-01	Fuel	\$577.39	
			408-535-80-32-01	Fuel	\$128.29	
			410-531-38-32-02	Fuel	\$577.39	
				Total	\$1,283.07	
AT&T Mobilty	51454	287300949706	001-512-50-42-00	Cell Phones	\$45.66	
			001-521-50-42-00	Cell Phones	\$1,043.53	
			287309454338	001-514-23-42-00	Cell Phones	\$208.43
			001-524-20-42-00	Cell Phones	\$42.46	
			001-575-50-42-01	Cell Phones	\$50.53	
			401-534-10-42-01	Cell Phones	\$584.19	
			408-535-10-42-01	Cell Phones	\$584.18	
				Total	\$2,558.98	
Big J'S Outdoor Store	51455	AUG2022-301	101-542-30-31-02	Pants -Gonzales	\$31.17	
			101-542-30-31-02	Pants-Rain Gear-Rain Boots-Georgia Boots-Marungo	\$201.82	
			105-576-80-31-00	Pants -Gonzales	\$31.17	
			105-576-80-31-00	Pants-Rain Gear-Rain Boots-Georgia Boots-Marungo	\$201.82	
			401-534-10-31-04	Waders-Gonzales	\$98.45	
			410-531-38-31-00	Pants -Gonzales	\$31.18	

Vendor	Number	Invoice	Account Number	Notes	Amount
Big J'S Outdoor Store	51455	AUG2022-301	410-531-38-31-00	Pants-Rain Gear- Rain Boots-Georgia Boots-Marungo	\$201.82
				Total	\$797.43
Bowers, Emma	51488	Bowers-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$639.60
				Total	\$639.60
Brisco Inc.	51456	AUG2022-303	001-521-20-32-00 001-521-20-32-00 001-524-20-32-01 001-524-20-32-01 410-531-38-32-02 410-531-38-32-02 410-531-38-32-02	Fuel PD Fuel PD Fuel Building Fuel Building Fuel Storm Fuel-Vactor Truck Fuel Sewer	\$61.58 \$63.84 \$50.00 \$70.00 \$132.60 \$300.00 \$300.00
				Total	\$978.02
Brouillette, Ken	51489	2002-4	001-524-20-49-00	220 WA AVE- Sprinkler Plan Resubmittal-Plan Review	\$135.00
				Total	\$135.00
Business Solutions Center	51490	111526	001-571-20-44-00	Fishing Parking Permits	\$190.36
				Total	\$190.36
Capital One Trade Credit	51457	E21012/3	105-576-80-48-00	Rubber Mallet- Hammer Frame- Screwdrivers-Park Inspections- WO3236	\$64.51
				Total	\$64.51
Centurylink	51491	300549640- AUG2022 300549818- AUG2022	408-535-10-42-01 001-514-23-42-00 401-534-10-42-01 408-535-10-42-01 410-531-38-42-01	Sewer Phones City Phones City Phones City Phones City Phones	\$44.77 \$345.01 \$311.32 \$354.16 \$68.50
		300549906- AUG2022 300550216- AUG2022 300550553- AUG2022 409178327- AUG2022 488147600- AUG2022	408-535-10-42-01 408-535-10-42-01 001-521-50-42-00 001-521-50-42-00 001-512-50-42-00	Harman Springs Sewer Phones PD Phones PD Phones City Phones-Bridge ST	\$68.91 \$201.51 \$151.50 \$70.95 \$99.34
			001-514-23-42-00 001-521-50-42-00 001-524-20-42-00 001-575-50-42-01 101-542-30-42-00	City Phones-Bridge ST City Phones-Bridge ST City Phones-Bridge ST City Phones-Bridge ST City Phones-Bridge ST	\$188.94 \$425.76 \$42.28 \$42.58 \$56.77

Vendor	Number	Invoice	Account Number	Name	Amount
Centurylink	51491	488147600- AUG2022	105-576-80-41-16	City Phones-Bridge ST	\$42.57
			401-534-10-42-01	City Phones-Bridge ST	\$170.31
			408-535-10-42-01	City Phones-Bridge ST	\$198.69
			410-531-38-42-01	City Phones-Bridge ST	\$170.30
			Total	\$3,054.17	
CenturyLink-Lumen 51458	51458	304173852	001-512-50-42-00	City Hall Internet	\$133.97
			001-514-23-42-00	City Hall Internet	\$229.66
			001-521-50-42-00	City Hall Internet	\$574.14
			001-524-20-42-00	City Hall Internet	\$57.41
			101-542-30-42-00	City Hall Internet	\$76.55
			105-576-80-41-16	City Hall Internet	\$114.83
			401-534-10-42-01	City Hall Internet	\$229.66
			408-535-10-42-01	City Hall Internet	\$267.93
			410-531-38-42-01	City Hall Internet	\$229.65
			Total	\$1,913.80	
Charchenko, Danielle	51459	AUG2022-SEEK Day Camp	001-571-20-31-42	Travel for SEEK Day Camp Lunches	\$58.19
				Total	\$58.19
Cintas Corporation #461	51460	4128348354	408-535-60-48-04	Cleaning of City Park Restrooms	\$294.68
				Total	\$294.68
Core & Main LP	51461	R206596	401-534-50-48-02	Meter Set Parts- Stock	\$2,926.51
		R235723	401-534-50-48-02	Emergency Repair Clamp Kit	\$1,422.20
		51492 R262631	401-534-50-48-02	Cop Wire Solid Blue 500'	\$119.53
		R334871	401-534-50-48-02	Meter Parts	\$1,606.87
		R336292	401-534-50-48-02	REG Seal Pin	\$13.13
Total	\$6,088.24				
Curry & Williams, P.L.L.c	51493	Court Judge-AUG2022	001-512-50-10-02	Court Judge- AUG2022	\$2,142.49
				Total	\$2,142.49
Czerwinski, Alexandra	51494	Czereinski-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$639.60
				Total	\$639.60
DM Disposal Co., Inc	51462	10687935S111	408-535-60-47-00	WWTP-Shredding	\$162.00
				Total	\$162.00
Drain-Pro INC	51463	103045	408-535-60-48-04	Honey Bucket Rental-Main Park	\$304.50
		103042	408-535-60-48-04	Honey Bucket Service-Cemetery	\$96.57
		103043	408-535-60-48-04	Honey Bucket Service-Whitehawk Park	\$97.91

Vendor	Number	Invoice	Account Number	Item	Amount
Drain-Pro INC	51463	103044	408-535-60-48-04	Honey Bucket Service-Farmers Market	\$217.51
				Total	\$716.49
Elder, Jacob	51464	14-AUG-22	408-535-10-31-05	Pants-Elder	\$76.59
				Total	\$76.59
Fastenal Company	51465	WASUM83121	101-542-30-31-02	Hard Hats	\$183.95
				Total	\$183.95
Ford Motor Credit Company LLC	51466	1771569-Lease Payment # 46001-591-21-70-03 -2018 Ford Interceptor- 8487901	4001-591-21-80-02	Lease Payment #46 - 3-2018 Ford Interceptor-P 8487901	\$2,253.95
				Lease Payment #46 - 3-2018 Ford Interceptor-I 8487901	\$727.08
		1771698-Lease Payment # 46001-591-21-70-03 -2018 Ford Interceptor- 8487902	4001-591-21-80-02	Lease Payment #46 - 2018 Ford F-150- P 8487902- 1771698	\$1,016.42
				Lease Payment #46 - 2018 Ford F-150-I 8487902-1771698	\$87.36
				Total	\$4,084.81
Frost Landscape	51467	17540-July2022	001-512-50-41-07	Landscape Services-July2022	\$36.38
			001-514-23-41-16	Landscape Services-July2022	\$129.91
			001-521-50-42-04	Landscape Services-July2022	\$129.91
			001-524-20-41-08	Landscape Services-July2022	\$25.98
			104-536-50-41-02	Landscape Services-July2022	\$77.95
			105-576-80-48-08	Landscape Services-July2022	\$77.95
			401-534-60-49-01	Landscape Services-July2022	\$41.57
		17541-July2022	104-536-50-41-02	Landscape Services-July2022	\$3,965.38
			105-576-80-48-08	Landscape Services-July2022	\$7,928.45
			410-531-38-48-08	Landscape Services-July2022	\$218.80
				Total	\$12,632.28
Godbolt, Zoe	51495	Godbolt-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$1,263.60
				Total	\$1,263.60
Grainger	51468	9386666979	408-535-50-35-00	Cordless Sander- Battery Charger	\$319.21
				Total	\$319.21

Vendor	Number	Invoice	Account Number	Note	Amount
GreatAmerica Financial Svcs	51469	32235559	001-594-12-41-02	Phone Lease	\$79.23
			001-594-14-41-03	Phone Lease	\$147.13
			001-594-14-41-07	Phone Lease	\$22.64
			001-594-21-64-53	Phone Lease	\$339.54
			001-594-24-41-02	Phone Lease	\$33.95
			101-594-42-41-02	Phone Lease	\$45.27
			105-594-76-41-03	Phone Lease	\$33.95
			401-594-34-42-03	Phone Lease	\$135.81
			408-594-35-64-55	Phone Lease	\$158.45
			410-594-31-41-42	Phone Lease	\$135.82
			Total		\$1,131.79
Hach Company	51496	13176177	408-535-10-31-04	Supplies-Chemical	\$244.09
				Total	\$244.09
Herd, Grace	51497	Herd-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$1,263.60
				Total	\$1,263.60
Jeffries, Mikayla	51498	Jeffries-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$639.60
				Total	\$639.60
Keybank- MasterCard	EFT-July 2022 0525-Agfalvi JULY2022 MasterCard		001-511-60-31-01	Book-My Life With The First Lady-Kim	\$12.57
			001-511-60-31-01	Book-My Life With The First Lady- Danielle	\$12.57
			001-511-60-31-01	Mounting Tape	\$13.42
			001-511-60-41-01	Fall-WA Municipal Clerks Assoc Training- Charchenko	\$15.00
			001-511-60-41-01	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$15.00
			001-513-10-31-00	Zoom for Council Meetings	\$65.60
			001-514-23-31-02	Adobe	\$27.53
			001-514-23-31-02	Otter Pops for Touch a Truck	\$73.50
			001-514-40-41-49	Fall-WA Municipal Clerks Assoc Training- Charchenko	\$60.00
			001-514-40-41-49	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$60.00
			001-514-40-49-02	Washington Municipal Clerks Association Membership- Charchenko	\$75.00
			001-521-40-49-00	Fall-WA Municipal Clerks Assoc Training- Charchenko	\$60.00
			001-521-40-49-00	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$60.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT-July 2022	0525-Agfalvi JULY2022	001-524-20-41-05	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$15.00
			001-524-20-41-05	Fall-WA Municipal Clerks Assoc Training-Charchenko	\$15.00
			001-571-20-31-38	Lunches for Outdoor Program	\$54.56
			001-571-20-31-38	Lunches for Outdoor Program	\$69.96
			001-573-90-40-01	Otter Pops for Touch a Truck	\$73.50
			101-542-30-41-17	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$30.00
			101-542-30-41-17	Fall-WA Municipal Clerks Assoc Training-Charchenko	\$30.00
			105-576-80-41-14	Fall-WA Municipal Clerks Assoc Training-Charchenko	\$30.00
			105-576-80-41-14	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$30.00
			401-534-10-31-00	Adobe	\$27.52
			401-534-90-49-00	Fall-WA Municipal Clerks Assoc Training-Charchenko	\$30.00
			401-534-90-49-00	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$30.00
			408-535-90-49-00	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$30.00
			408-535-90-49-00	Fall-WA Municipal Clerks Assoc Training-Charchenko	\$30.00
			410-531-31-40-06	Fall-WA Municipal Clerks Assoc Training-Charchenko	\$30.00
			410-531-31-40-06	Fall-WA Municipal Clerks Assoc Training-Agfalvi	\$30.00
		1181-Lincoln JULY2022	001-524-20-31-00	Fan	\$29.61
			001-524-20-31-01	Boots	\$120.00
			001-524-20-41-05	Building Codes on Main Street Workshop	\$175.00
			001-524-20-41-05	WACE Fall Conference-9/14/2022 - 9/16/2022	\$350.00
			001-524-20-41-05	Lodging Leavenworth-WACE Fall Conference	\$366.27
			001-524-20-49-05	WACE Member Dues	\$55.00
		1397-Turner JULY2022	001-521-20-31-03	Business Cards	\$80.93

Vendor	Number	Invoice	Account Number	Note	Amount
Keybank-MasterCard	EFT-July 2022 MasterCard	1513-Kainoa JULY2022	001-512-50-31-00	Copy Paper-Staples-Laptop Bag	\$85.90
		1668-Finance JULY2022	001-511-60-31-01	Paper & Heavy Duty Staples	\$29.24
			001-512-50-31-01	Postage	\$212.00
			001-514-23-31-01	Postage	\$115.72
			001-514-23-31-02	Scammed Stamp	\$11.37
			001-514-23-31-02	Stamp.com	\$19.68
			001-514-23-31-02	Adobe	\$24.83
			001-514-23-31-02	Paper & Heavy Duty Staples	\$29.23
			001-514-23-31-02	Post Its-Pens-Photo Paper	\$71.86
			001-521-20-31-04	Postage	\$79.50
			001-524-20-31-02	Postage	\$18.45
			001-558-60-31-02	Postage	\$0.73
			001-571-20-31-01	Paper & Heavy Duty Staples	\$29.24
			401-534-10-31-00	Paper & Heavy Duty Staples	\$29.25
			401-534-10-42-00	Postage	\$22.15
			408-535-10-31-00	Paper & Heavy Duty Staples	\$29.25
			408-535-10-42-00	Postage	\$22.15
			410-531-38-42-00	Postage	\$22.16
		1920-Gabreluk JULY2022	001-521-10-40-07	Epoxy to Destroying Firearms that Police Can not Possess	\$425.35
			001-521-30-31-04	Adobe Records Redaction for PDR	\$17.27
			001-521-50-48-02	Car Wash	\$17.00
		3589-Alfiere JULY2022	001-571-20-31-38	Mustard Packs for Lunch for SEEK Outdoor Program	\$7.91
			001-571-20-31-38	Mayonnaise Packs for Lunch for SEEK Outdoor Program	\$29.96
			001-571-20-31-38	Lunches for SEEK Outdoor Program	\$50.45
			001-571-20-31-38	Lunches for SEEK Outdoor Program	\$69.96
			001-571-20-31-38	Lunches for SEEK Outdoor Program	\$99.96
			001-571-20-31-38	Lunches for SEEK Outdoor Program	\$99.96
			001-571-20-31-38	Lunches for SEEK Outdoor Program	\$152.35
			001-571-20-31-38	Lunches & Equipment for SEEK Outdoor Program	\$204.55
			001-571-20-31-42	Tea Lights-SEEK Day Camp	\$16.36
			001-571-20-31-42	Slimy Sand-SEEK Day Camp	\$21.37
			001-571-20-31-42	Junior Basketball - SEEK Day Camp	\$21.58
			001-571-20-31-42	Cold Packs-SEEK Day Camp	\$25.79
			001-571-20-31-42	Cornhole Toss Game-SEEK Day Camp	\$32.39

Vendor	NUMBER	NUMBER	Account Number	Notes	Amount	
Keybank-MasterCard	EFT-July 2022	3589-Alfiere	JULY2022	001-571-20-31-42	Paint Marker Pens-Balloons-Parachute-Heat Transfer Machine-Growing Gel Beads	\$74.69
	MasterCard			001-571-20-31-42	Tree Collaborative Craft Kit-SEEK Day Camp	\$102.89
				001-571-20-31-42	Item for SEEK Day Camp	\$199.08
				001-571-20-31-42	Craft Items for-SEEK Day Camp	\$233.20
				001-575-50-31-01	Trash Bags for MPC	\$16.89
	4225-Daskam	JULY2022		408-535-10-31-00	Flash Drive	\$28.06
				408-535-10-31-00	External DVD Drive-Burner	\$54.68
				408-535-10-31-00	Tape-Priority Shipping Fee	\$116.04
				408-535-10-31-00	Kespen Window Film	\$143.30
				408-535-10-31-00	Adobe Software Annual Plan	\$196.79
				408-535-50-48-02	Speedemon Spade Bit-Boards-18V Hammer Drill	\$927.35
				408-535-50-48-03	2X6-16'-2X6 8' Boards - Stain-Ratchet Straps	\$471.91
				408-535-50-48-03	Dish Washer for WWTP	\$903.57
	5423 Public Works	JULY2022		101-542-30-31-02	Boots for Barfield	\$100.00
				105-576-80-31-00	Arborist Seminar	\$81.80
				401-534-10-31-00	Portable Canopy-for Pipe Line Camera	\$86.17
				401-534-10-31-00	Vinegar	\$97.79
				401-534-10-31-00	Water for Public Works	\$110.61
				401-534-10-31-00	Vinegar	\$139.80
				401-534-10-31-04	Boots for Barfield	\$100.00
				401-534-50-48-06	Rear Window Replacement-2016 F 350 Service Truck-FA1074	\$548.44
				401-534-90-49-00	Arborist Seminar	\$81.80
				408-535-10-31-00	5 Tier Wall Hanging Organizer	\$25.15
				408-535-10-31-00	Wall File Holder	\$31.81
				408-535-10-31-00	Portable Canopy-for Pipe Line Camera	\$86.17
				408-535-10-31-00	Water for Public Works	\$110.60
				408-535-10-31-00	Copy Paper	\$115.26
				408-535-10-31-05	Boots for Barfield	\$100.00
				408-535-50-35-00	Ratchet Set	\$27.48
				410-531-31-40-06	Arborist Seminar	\$81.80
				410-531-38-31-00	Ignition Key you Tiger Mower	\$27.35
				410-531-38-31-00	Portable Canopy-for Pipe Line Camera	\$86.16
	6744-Hattaway	JULY2022		001-521-30-31-04	Adobe Pro DC	\$194.27
	7073-Police 2	JULY2022		001-521-20-32-00	Fuel	\$77.77

Vendor	Number	Invoice	Account Number	Note	Amount
Keybank-MasterCard	EFT-July 2022	7073-Police 2 JULY2022	001-521-40-49-00	Hotel-Washington SchoolOrganization Conference Boone 6/27/2022-6/29/2022	\$252.74
			001-521-50-48-02	Car Wash	\$14.00
		7369-Larson JULY2022	001-511-60-31-01	Tablet Pen-Moore	\$141.13
		7626-Wetzel JULY2022	001-521-20-31-01	Evidence Gloves & Zip Ties	\$49.91
		8222-Russo JULY2022	001-514-23-31-02	Remarkable Tablet for Capaital Project Manager-Bielka	\$52.95
			101-542-30-31-00	Remarkable Tablet for Capaital Project Manager-Bielka	\$48.14
			105-576-80-31-00	Remarkable Tablet for Capaital Project Manager-Bielka	\$48.14
			401-534-10-31-00	Return Envelopes for Utility Bills	\$29.71
			401-534-10-31-00	Remarkable Tablet for Capaital Project Manager-Bielka	\$129.96
			408-535-10-31-00	Return Envelopes for Utility Bills	\$29.71
			408-535-10-41-14	Remarkable Tablet for Capaital Project Manager-Bielka	\$96.27
			410-531-38-31-00	Return Envelopes for Utility Bills	\$29.71
			410-531-38-31-00	Remarkable Tablet for Capaital Project Manager-Bielka	\$105.90
				Total	\$11,234.41
Kyocera Document Solutions Wes	51499	5021413652	105-576-80-41-15	Public Works Copier Lease	\$31.02
			401-534-10-42-03	Public Works Copier Lease	\$103.38
			408-535-10-42-03	Public Works Copier Lease	\$41.35
			410-531-10-42-03	Public Works Copier Lease	\$31.02
				Total	\$206.77
Law Offices of Matthew J Rusnak	51470	410-Aug2022	001-512-50-49-01	Court Appointed Attorney-AUG 2022	\$2,132.36
				Total	\$2,132.36
Lawson Electric	51471	1354	401-534-50-48-03	Retrofit all Well 1 Lights to LED T8 Lights	\$1,832.45
		1355	401-534-50-48-03	Relocate Fan Switches Chlorine Room-Well 4 WO8698	\$1,910.78
				Total	\$3,743.23
Mangold, Gavin	51500	Mangold-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$639.60
				Total	\$639.60

Vendor	Number	Invoice	Account Number	Notes	Amount
Milo's Locksmith Company	51501	4363	401-534-10-31-00	Meter Locks-WO8638	\$538.50
				Total	\$538.50
O'Reilly Auto Parts	51474	1265583-AUG2022	001-521-30-49-00	Vent Wrap-Tire Shine-Scratch Remover	\$33.86
			001-521-50-48-02	Wiper Blades	\$14.66
			001-521-50-48-02	Wiper Blades-Batteries-Screw Driver	\$88.71
			001-521-50-48-02	Battery	\$138.17
			101-542-30-35-00	Mag Tool Set-Bit Set	\$35.53
			105-576-80-35-00	Wrench-FA1068	\$21.87
			105-576-80-48-00	Clamp for Hanging Baskets-WO8288	\$4.37
			408-535-50-48-04	Air Filters	\$157.32
			410-531-38-48-01	Tire Foam-Glass Cleaner	\$56.83
				Total	\$551.32
Opportunity Center Of Orting	51472	4079-Orting Opportunity Center Grant-AUG2022	001-571-20-31-14	Orting Opportunity Center Grant-AUG2022	\$808.33
				Total	\$808.33
Orca Pacific, Inc	51473	INV0600557	401-534-10-31-01	Sodium Hypochlorite	\$2,004.21
	51502	INV0600777	401-534-10-31-01	Sodium Hypochlorite	\$704.32
		INV0600846	401-534-10-31-01	Sodium Hypochlorite	\$780.79
				Total	\$3,489.32
Orting Valley Senior Cent	51475	Monthly Support-AUG2022	001-571-20-31-06	Monthly Support-AUG2022	\$966.66
				Total	\$966.66
P.C. Budget & Finance	51503	CI-319650 C-104188	001-566-00-40-00	Alcohol Program Tax-2nd QRT	\$641.07
	51476	CI-319918 C-104188	001-554-30-40-00	PC Animal Control-July 2022	\$3,020.37
				Total	\$3,661.44
Pape & Sons Construction INC	51477	Pay Request-2020 Lift Station Upgrades Project	408-594-35-63-33	Pay Request-2020 Lift Station Upgrades Project	\$106,097.85
				Total	\$106,097.85
Parametrix	51478	37650	101-595-10-64-34	Whitehawk BLVD Extension-Project Management/QA&QC	\$147.73
			101-595-10-64-34	Whitehawk BLVD Extension-Fixed Fee	\$579.48

Vendor	Number	Invoice	Account Number	Notes	Amount	
Parametrix	51478	37650	101-595-10-64-34	Whitehawk BLVD Extension-Final Design	\$3,494.52	
			101-595-10-64-34	Whitehawk BLVD Extension-Enviro Doc Updates	\$5,170.18	
				Total	\$9,391.91	
Peck, Kathryn	51504	Peck-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$1,263.60	
				Total	\$1,263.60	
Puget Sound Energy	51505	200001247663-AUG2022	408-535-50-47-07	VC Lift Station	\$184.84	
		200001247812-AUG2022	101-542-63-47-03	Traffic Signal	\$30.67	
		200001248034-AUG2022	401-534-50-47-02	Chlorinator	\$88.10	
		200001248190-AUG2022	105-576-80-47-01	North Park	\$10.85	
		200001248372-AUG2022	401-534-50-47-08	Well 3	\$3,662.91	
		200001248539-AUG2022	001-525-50-47-01	Lahar Siren	\$12.31	
		200001532189-AUG2022	105-576-80-47-02	Main Park	\$161.10	
			105-576-80-47-03	Bell Tower	\$69.04	
		200002708986-AUG2022	408-535-50-47-05	VG Lift Station	\$314.74	
		200009717931-AUG2022	401-534-50-47-04	Well #2	\$67.09	
		200010396543-AUG2022	105-576-80-47-01	North Park	\$95.64	
		200010396733-AUG2022	401-534-50-47-11	Well 4 Pump Station	\$2,670.66	
		200010629349-AUG2022	101-542-63-47-01	City Shop Calistoga	\$6.60	
			104-536-50-47-01	City Shop Calistoga	\$5.28	
			401-534-50-47-01	City Shop Calistoga	\$6.59	
			408-535-50-47-01	City Shop Calistoga	\$7.92	
		200013874264-AUG2022	408-535-50-47-04	WWTP	\$10,522.44	
		200014994137-AUG2022	408-535-50-47-05	VG Lift Station	\$57.28	
		200019613294-AUG2022	104-536-50-47-02	Cemetery Shop	\$504.41	
		51479	200019646914-AUG2022	101-542-63-47-03	Street Lights	\$49.44
		51505	200021421298-AUG2022	408-535-50-47-06	Rainier Meadows	\$41.57
			200022934653-AUG2022	001-575-50-47-01	MPC	\$522.90
			200024404523-AUG2022	408-535-50-47-02	Lift Station	\$119.94
			220011476581-AUG2022	408-535-50-47-03	High Cedars Lift Station	\$231.23
			220015220399-AUG2022	101-542-63-47-03	Street Lights	\$78.69
			220020534461-AUG2022	101-542-63-47-01	Public Work Shop-Rocky RD	\$63.22
				401-534-50-47-01	Public Work Shop-Rocky RD	\$63.23
				408-535-50-47-01	Public Work Shop-Rocky RD	\$63.22
			220022116432-AUG2022	001-512-50-47-01	City Hall Bridge ST	\$55.55
				001-514-21-47-01	City Hall Bridge ST	\$277.76
				001-521-50-47-00	City Hall Bridge ST	\$555.46
				001-524-20-32-05	City Hall Bridge ST	\$41.65
				401-534-50-47-01	City Hall Bridge ST	\$152.74
		408-535-50-47-01	City Hall Bridge ST	\$152.75		
		410-531-38-47-05	City Hall Bridge ST	\$152.75		
51479	220028112518-AUG2022	101-542-63-47-03		\$12.71		
	300000002406-AUG2022	101-542-63-47-03	Street Lights	\$4,961.19		

Vendor	Number	Invoice	Account Number	Notes	Amount
Puget Sound Energy	51479	400003360502-AUG2022	408-594-35-63-33	Job #587034247- Charge to Disconnect- Reconnect one Run of Customer Owned Wire	\$577.00
				Total	\$26,651.47
Puyallup, City of	51480	AR114774-AR00193	001-525-10-40-00	Dues PC Emergency Manafement- FEB2022	\$601.68
		AR114780-AR00193	001-525-10-40-00	Dues PC Emergency Management- MAR2022	\$787.54
		AR114786-AR00193	001-525-10-40-00	Dues PC Emergency Management- APR2022	\$830.06
		AR114792-AR00193	001-525-10-40-00	Dues PC Emergency Management- MAY2022	\$623.31
		AR114798-AR00193	001-525-10-40-00	Dues PC Emergency Management- July2022	\$587.22
		AR114811-AR00193	001-525-10-40-00	Dues PC Emergency Management- July2022	\$481.37
				Total	\$3,911.18
Recovery Cafe	51481	Grant Recovery Cafe-AUG 2022	001-571-20-31-39	Grant Recovery Cafe-AUG 2022	\$966.66
				Total	\$966.66
S&S Tire Service INC	51506	1-134413	101-542-30-48-04	Tires for Case Backhoe-FA1112	\$95.17
			105-576-80-48-01	Tires for Case Backhoe-FA1112	\$95.17
			401-534-50-48-04	Tires for Case Backhoe-FA1112	\$190.29
			408-535-50-48-04	Tires for Case Backhoe-FA1112	\$158.61
			410-531-38-48-01	Tires for Case Backhoe-FA1112	\$95.17
				Total	\$634.41
SCORE	51482	6177	001-523-60-41-00	Jail Fees-July 2022	\$16,916.36
				Total	\$16,916.36
Shrader, Alyssa	51507	Shrader-SEEK-Summer Day Camp Program	001-571-20-31-42	SEEK-Summer Day Camp Program	\$1,263.60
				Total	\$1,263.60

Vendor	Number	Invoice	Account Number	Notes	Amount
Tacoma Pierce County Health Dept	51508	IN0219383 -ar0058711	410-531-10-49-01	Permit Solid Waste Heading	\$1,316.00
				Total	\$1,316.00
The Walls Law Firm	51509	169-Prosecuting Attorney- JULY2022	001-515-41-41-03	Prosecuting Attorney-JULY2022	\$2,070.25
				Total	\$2,070.25
Turner, Auralyn	51510	Turner, Auralyn	001-571-20-31-42	SEEK-Summer Day Camp Program	\$327.60
				Total	\$327.60
Valley Sign	51483	3466	105-576-80-31-00	No Bike Signs	\$185.98
				Total	\$185.98
Vision Municipal Solutions LLC	51484	09-10989	401-534-10-31-00	Utility Bill Processing & Mailing	\$11.16
			401-534-10-42-00	Utility Bill Processing & Mailing	\$85.64
			408-535-10-31-00	Utility Bill Processing & Mailing	\$11.16
			408-535-10-42-00	Utility Bill Processing & Mailing	\$85.64
			410-531-38-31-00	Utility Bill Processing & Mailing	\$11.16
			410-531-38-42-00	Utility Bill Processing & Mailing	\$85.64
		09-11068	401-534-10-31-00	Utility Billing Forms	\$145.89
			408-535-10-31-00	Utility Billing Forms	\$145.90
			410-531-38-31-00	Utility Billing Forms	\$145.89
		09-11179	401-534-10-31-00	Utility Bill Processing & Mailing	\$16.95
			401-534-10-42-00	Utility Bill Processing & Mailing	\$92.41
			408-535-10-31-00	Utility Bill Processing & Mailing	\$16.95
			408-535-10-42-00	Utility Bill Processing & Mailing	\$92.41
			410-531-38-31-00	Utility Bill Processing & Mailing	\$16.95
			410-531-38-42-00	Utility Bill Processing & Mailing	\$92.40
				Total	\$1,056.15
Water Management Lab Inc.	51485	204737	401-534-10-41-03	Lab Testing	\$208.50

Vendor	Number	Invoice	Account Number	Notes	Amount
Water Management Lab Inc.	51511	205048	401-534-10-41-03	Lab Testing	\$211.00
				Total	\$419.50
Wex Bank	51486	83050314	001-521-20-32-00	Fuel-PD	\$2,825.60
				Total	\$2,825.60
				Grand Total	\$247,713.33

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
July 27th, 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 Hogan and Councilmember Moore.

Staff present: City Clerk Kim Agfalvi, City Administrator Scott Larson, City Attorney Charlotte Archer, Engineer JC Hungerford, Executive Assistant Danielle Charchenko, Capital Projects Manager John Bielka, Finance Director Gretchen Russo.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

2. PUBLIC COMMENTS.

Mr. Jason Haney read a prepared statement stating that he has been a member of the Orting community for 7 years, and purchased his first home in Carbon River Landing and that he loves the small town feel and the family-oriented vibe. He briefed that he is single father of a 7-year-old, and works as a conductor for a local railroad. He stated when moving in in 2015, he did notice a slight variation of the sidewalk in the joints when moving in. He reached out to Public Works to raise awareness about the issue. He stated he was told someone would come take a look, and he was not aware if someone came out to look. He tried contacting Public Works again in 2017 and that he was assured that someone would come out and take a look at the sidewalk. He then noticed orange spray paint on the sidewalk in front of his home, as well as in front of several other homes on the same street. He stated it seemed to be a common problem of tree roots pushing up sections of the sidewalk. Mr. Haney stated that in 2018 a neighbor several houses down had a problem and the tree was removed and the sidewalk was replaced. He reached out again to Public Works, and was told there was no money allotted for this type of work, and expressed his frustration that he had tried for 6 years to get the sidewalk replaced, and now he is being told that it will need to be replaced at his expense within 120 days. He stated he wanted to address the Council and the City to get the situation rectified at not his expense.

City Attorney Charlotte Archer read a statement from Christopher Kaech who resides at 211 Mazza Street NE, Orting, WA 98360. Mr. Kaech stated that he was writing the letter in response to the improper trees planted along neighborhood sidewalks during the development of Carbon River Landing in the early 2000's. He stated that since he bought his home in 2009, it had been made known that homeowners/tenants are responsible for maintain the adjacent strip of grass and trees outside of the sidewalk "as if they were their own." He briefed that many homeowners in the Carbon River neighborhood inquired about removing the trees and were told that since the trees did not actually belong to the home owner, they were not to be removed, only pruned. Mr. Kaech stated that the City did replace many of the sidewalks in 2015 and by witnessing this action further indicated to homeowners that the City recognized their responsibility and would continue to rectify current issues. He briefed that it was his understanding that in late 2021, the City Council worked to transfer the responsibility to each homeowner, and he did receive a notice of sidewalk repair for a section of sidewalk in front of his home in 2022, and that it was a shock to him as the City had been maintaining and replacing sections of sidewalk in previous years. He expressed his concern over non-sidewalk friendly trees continuing to reside in the planter strips, and that he expects the problem will continue for many years to come. He expressed his belief that there needs to be a unified effort agreed upon by all parties to correct the mistake once and for all. Mr. Kaech mentioned that if the responsibility does indeed fall on the homeowner, that giving only 120 days is absurd and unfair. He stated that he looks forward to a response and hopefully a compromise to facilitate the best solution for this issue.

3. PUBLIC HEARING

Mayor Penner laid out the rules and procedural steps for the hearing.

A. AB22-63 – NPDES Emergency Ordinance No. 2022-1098 amending OMC 9-5A and 9-5B regarding stormwater regulation.

Mayor Penner opened the public hearing at 7:14pm.

Engineer JC Hungerford briefed on the proposal to amend OMC Chapters 9-5A and 9-5B, regarding stormwater regulation to stay in compliance for the National Pollutant Discharge Elimination System (NPDES) permit, which authorizes the City of Orting to discharge stormwater from its municipally owned system. Engineer Hungerford stated that there will be some homeowner impacts and referred that they are listed in the ordinance.

Mayor Penner closed the hearing at 7:15pm.

Deputy Mayor Hogan made a motion adopt Ordinance No. 2022-1098, an emergency ordinance amending OMC Chapters 9-5A and 9-5B, regarding stormwater regulation. Seconded by Councilmember Bradshaw.

Motion passed (7-0).

4. PRESENTATION.

A. Pierce County Emergency Management – Jody Ferguson.

Jody Ferguson, Director of Pierce County Emergency Management briefed on the five divisions of the Pierce County Emergency Management Department, what functions the department performs, and the programmatic services they provide.

She stated Pierce County Emergency Management specializes in mitigation, prevention, preparedness, recovery, and response. She reiterated flooding and lahar flow from the volcano are two of the biggest challenges that Orting will face. Ms. Ferguson briefed on the characteristics and hazards of Mt. Rainier

and also on who and what is at risk from a lahar event. She discussed the history of the lahar warning systems, the Mt. Rainier Lahar Detection Instrumentation Package, how lahar detection works, and the lahar warnings that are put in place to warn citizens of a lahar event. Council discussion followed.

B. AB22-70 - DA Davidson – Dave Trageser.

City Administrator Scott Larson briefed on the planned sewer plant upgrade that will be going to bid this fall, and that the project exceeds cash the City of Orting has on hand. He stated it is not uncommon for Cities to go out and pay for bonds in order to pay for large projects. Dave Trageser, Managing Director and Public Finance Banker from D.A. Davidson briefed on the types of bonds that the city is authorized to issue which include limited tax general obligation bonds, unlimited tax general obligation bonds, revenue bonds, local improvement district (LID) bonds, and short-term notes. He stated that bonds and notes are sold in two different ways, public bond sale to investors or private placement to a bank. Mr. Trageser briefed on planning information for bonds and the differences between bank qualified status, IRS spenddown requirements, and reimbursement resolutions. He stated that bond ratings are important, as a rating helps to achieve a lower interest cost, and a higher bond rating results in lower interest rates. The City of Orting will need future financings in the amount of \$8,000,000.00 for the treatment plan improvement project and that the timeline for design is 2022 and construction is 2023. Mr. Trageser provided a typical schedule of events, and how long the process will take. Council discussion followed.

5. CONSENT AGENDA.

A. Payroll Claims and Warrants

B. Meeting Minutes of June 8th, June 20th, June 15th, June 29th, July 13th, and July 20th.

C. AB22-69 – Street Condition Assessment and Maintenance Plan.

D. AB22-66 – Water Consumption Goals.

E. AB22-54 – Port of Tacoma Interlocal Agreement.

F. AB22-65 – School Resource Officer Interlocal Agreement.

G. AB22-64 – Sidewalk Removal and Replacement Bids.

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

Motion passed (7-0).

6. EXECUTIVE SESSION

City Attorney Charlotte Archer stated the meeting would be recessing to executive session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel legal risks of a proposed action when public discussion of legal risks is likely to result in an adverse legal or financial consequence to the agency for ten minutes with action to follow.

Mayor Penner recessed the meeting to executive session to begin at 8:30pm.

8:30pm recessed to executive session.

8:40pm executive session extended for ten minutes.

8:50pm executive session extended for ten minutes.

9:00pm executive session extended for five minutes.

9:05pm executive session ended.

Mayor Penner reconvened the meeting at 9:06pm.

7. NEW BUSINESS.

A. AB22-60 – Main Parks Master Plan.

City Administrator Scott Larson briefed on the request that maintenance of parks be looked into as a part of the Main Park master planning process. He briefed on the addition of three new maintenance workers that have been hired for the City of Orting Public Works Department and that he anticipated that they will be able to address the maintenance needs of the ballfields and other parks. He briefed on the Main Parks Master Plan, and that one of the policy goals in the Parks, Trails, and Open Space Plan that was adopted earlier this year was to do some main park master planning. He stated staff produced a request for qualifications for park architects, solicited bids in May, the staff and the Parks Advisory Board interviewed qualified firms and then a recommendation to Council was made to hire MacLeod Reckord to complete the Main Parks Master Planning, as they have experience for producing parks with trails and street frontage. He stated the cost for the process was \$45,000.00. City Administrator Larson briefed that the proposal lays out a tentative schedule, and that he spoke to the vendor that one of the items raised by Council at prior meetings was the amount of feedback Council would have in the process to make sure that items that are of direct concern to the Council are addressed initially in the park planning process. Council discussion followed.

Councilmember Bradshaw made a motion to authorize the Mayor to sign a contract with MacLeod Reckord for Main Parks Master Planning services in an amount to not exceed \$45,000.00. Seconded by Deputy Mayor Hogan.

Motion passed (6-1).

Councilmember Williams – Nay.

Councilmembers Gunther and Moore – abstentions per council rule 5.2(E).

B. AB22-61 – Summerfest Sponsorship.

City Administrator Larson requested Summerfest Sponsorship be removed from the agenda for staff to work on the item and to bring it back to Council at the August 10, 2022 meeting.

8. ADJOURNMENT.

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

Motion passed (7-0).

Mayor Penner adjourned the meeting at 8:35pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk

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
August 10th, 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. Councilmember Gunther led the Pledge of Allegiance.

Councilmembers present: Councilmembers Tod Gunther, Chris Moore, Gregg Bradshaw, John Williams, Melodi Koenig and Deputy Mayor Hogan.

Virtual: Councilmember Don Tracy.

Councilmember Chris Moore entered the meeting at 7:07pm.

Staff present: Finance Director Gretchen Russo, City Clerk Kim Agfalvi, City Administrator Scott Larson, City Attorney Charlotte Archer, Executive Assistant Danielle Charchenko, Engineer JC Hungerford, Planner Carmen Smith.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests.

2. PUBLIC COMMENTS.

Brad Malone residing at 425 Varner Ave SE commented and stated that he would like stop signs installed on Olive and Varner for the safety for children and the animals in his neighborhood. He stated there are no stop signs in the area, and that people fly down the street continuously. He stated he wanted to make a safer place for kids and animals.

Wendy Bowman residing at 507 Varner Ave SE stated she was here with Mr. Brad Malone and that he has started a petition for stop signs and that they would like to add two more stop signs to make it a three way stop. She stated there are young kids, no cohesive sidewalks or street lights and they have noticed an increase in traffic. She stated the area they live in is in old Orting and it is not a developed neighborhood and that there is no traffic control in the area. Ms. Bowman stated that there is an increase in commuter traffic from people that do not live in the neighborhood from people trying to avoid the stop sign on Washington Ave. Ms. Bowman briefed stated there were 18 signatures according to City Code from residents and property owners and they have collected 40 signatures. She stated she is concerned about a new possible development in the area which would result in the neighborhood losing the charm of old Orting. She stated the neighborhood would double in size and she asked Council to consider putting in stop signs in the area.

3. SWEARING IN OF POLICE OFFICER.

Judge Curry administered the oath of office to police officer Garrett Bond.

4. PRESENTATION.

A. Rainier to Ruston Mayors Cup Trophy Presentation – #willrunforcarbs.

John Selby and Bryan Bowden from the Rainier to Ruston Relay organization presented the Mayor's Cup trophy to team #willrunforcarbs and the City of Orting for winning the 2022 Mayor's Cup for the 52-mile mixed open (6-person team) with a finish time of 6 hours, 57 minutes. Mayor Penner congratulated team members Mike Barton, Kristen Barton, Paul Kaufman, Shawna Punzalan, Kevin Villhauer, and Austin Wendfeldt on their accomplishment.

5. PUBLIC HEARING

A. AB22-42 – E2SHB 1220 – Supportive, Emergency, and Transitional Housing Code Amendments.

Mayor Penner laid out the rules of the public hearing.

Mayor Penner opened the public hearing at 7:23pm.

City Administrator Scott Larson briefed on E2SHB 1220 – Supportive, Emergency, and Transitional Housing Code Amendments. He stated in 2021 E2SHB 1220 was signed into law and that it states: "A city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed" and "a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed." The bill does allow for reasonable occupancy, spacing and intensity of use requirements to be imposed. He briefed that cities were allowed to adopt interim regulations, which the City of Orting did in September 2021. The regulations were extended in March of 2022 to allow planning commission to finalize their recommendations to Council. In May of 2022, Planning Commission made their recommendation to Council, which were reviewed earlier and Council has been reviewing the recommendations and the law. He stated the number of units of housing per parcel had been restricted, the total number of beds in the City is restricted to 0.4% of the City's population, it required operations and security plans for emergency shelters, specific facilities were limited to ten individuals, regulations had been added around where this type of housing can be cited and where they cannot be, occupancy had been restricted for individuals with certain types of felony convictions in regulated shelters or housing, provision was added for operational review of the facilities by the City and the number of occupants of the facility allowed would be capped at no more than to persons per bedroom.

Mayor Penner closed the public hearing at 7:27pm.

Councilmember Gunther made a motion to adopt to adopt Ordinance No. 2022-1095, an ordinance of the City of Orting, Washington, relating to zoning controls pertaining to permanent supportive housing, transitional housing, emergency housing and emergency shelters in response to E2SHB 1220; amending Orting Municipal Code sections 13-2, 13-3-3 and 13-5-3; providing for severability; and establishing an effective date. Seconded by Councilmember Moore.

Motion passed (7-0).

6. CONSENT AGENDA.

A. Payroll Claims and Warrants.

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

Motion passed (7-0).

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: August 31st, 2022 7:00pm

7. OLD BUSINESS.

A. AB22-61 – Summerfest Sponsorship.

City Administrator Scott Larson briefed on the Summerfest Sponsorship.

Councilmember Moore moved to approve Resolution No. 2022-18, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Summerfest. Seconded by Councilmember Gunther.

Motion passed (7-0).

8. CLOSED SESSION. 42.30.140 – collective bargaining negotiations.

City Attorney Charlotte Archer stated the meeting would be recessing to closed session pursuant to RCW 42.30.140 for discussion of collective bargaining negotiations, with no action to follow.

Mayor Penner recessed the meeting to close session at 7:35pm.

7:35pm closed session began.

7:50pm closed session extended for 15 minutes.

8:05pm closed session extended for 2 minutes.

8:05pm closed session ended.

9. ADJOURNMENT.

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

Motion passed (7-0).

Mayor Penner adjourned the meeting at 8:06pm.

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:	AB22-73	Public Safety Committee	8.17.2022	8.31.2022
2022 Police Department surplus of firearms (group 2 of 2)				
	Department:	Police		
	Date Submitted:	7.29.2022		
Cost of Item:	No change – administrative only			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	001-594-21-64-51			
Timeline:	As soon as authorized.			
Submitted By:	Interim Police Chief Devon Gabreluk			
Fiscal Note: No cost				
Attachments: List of Police Department firearms for surplus				
SUMMARY STATEMENT:				
<p>The City of Orting Police Department has additional firearms that have been identified for surplus. These weapons are prior service weapons issued to officers and have since been replaced by newer models previously approved by council.</p> <p>Authorization to surplus these items is required and once approved, authorizes the City Administrator and Police Chief to dispose of the items in a manner that complies with the Federal Firearms Act as well as State Law.</p>				
Recommended Motion: <u>Motion:</u>				
<p>To authorize the firearms listed on the attached spreadsheet to be declared “surplus” items, and to allow the disposal of these items by the City Administrator and/or Police Chief in a manor consistent with the FFA and Washington State Statue.</p>				

July 2022 Police Department Firearm Surplus # 2 of 2

Make	Type	Model	Cal	Serial	
Glock	Handgun		22	0.4	GET837
Glock	Handgun		22	0.4	GET840
Glock	Handgun		34	0.9	BDWU255
HK	Handgun	USP Compact		0.4	26-080698
HK	Rifle	HK416D		5.56	88-001984
HK	Rifle	HK416D		5.56	88-001985

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2022-22

**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,
DECLARING THE PROPERTY DESCRIBED IN EXHIBIT "A"
AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL**

WHEREAS, it has been determined that the City has no further use of certain item(s) listed in attached Exhibit "A"; and that such items are surplus to the needs of the City; and

WHEREAS, RCW 10.116.040(1) requires law enforcement agencies to destroy any military equipment, including machine guns by December 31, 2022; and

WHEREAS, the fair market value of the surplus property, if any, shall be determined and its sale or disposal will be for the common benefit; and

WHEREAS, at time of sale or disposal of the surplus item(s), any monies derived from the same will be allocated back to the appropriate department; and

WHEREAS, the City Administrator will oversee the sale of these item(s), or other method of disposal, including destruction, in the event the City Administrator determines that the surplus property has no fair market value or the cost of disposal will exceed the fair market value;

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

Section 1. The items described in Exhibit "A" attached hereto and incorporated herein by this reference are surplus to the needs of the City and the City Administrator is hereby authorized to dispose of such items at auction or a public sale through a sealed bid process that complies with applicable law; provided that, those items that have been determined to have no market value or the value of which will exceed the cost of disposal may be donated for charitable purposes or otherwise lawfully disposed of.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31st DAY OF AUGUST 2022.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

Charlotte Archer
City Attorney
Inslee Best, PLLC

EXHIBIT A- Resolution
No. 2022-22

Make	Type	Model	Cal	Serial
Glock	Handgun	22	.4	GET837
Glock	Handgun	22	.4	GET840
Glock	Handgun	34	9 mm	BDWU255
Heckler & Koch	Handgun	USP Compact	.4	26-080698
Heckler & Koch	Rifle/Machine Gun	HK416D	5.56	88-001984
Heckler & Koch	Rifle/Machine Gun	HD416D	5.56	88-001985



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22-74	Public Safety Committee	8.17.2022	8.31.2022
Amended Tactical Response Team (TRT) Interlocal Agreement.				
	Department:	Police		
	Date Submitted:	7.29.2022		
Cost of Item:	No change – administrative only			
Amount Budgeted:	\$5,000.00			
Unexpended Balance:	\$5,000.00			
Bars #:	001-521-23-41-00			
Timeline:	As soon as authorized.			
Submitted By:	Interim Police Chief Devon Gabreluk			
Fiscal Note:	TRT ILA amendment required - Incorporation of new member agency			
Attachments:	Amended Multi-Agency Tactical Response Team ILA			
SUMMARY STATEMENT:				
<p>The City of DuPont has become a partner agency of the multi-agency Tactical Response Team. When a new city is brought onboard, an updated ILA is required.</p> <p>Other than including the City of DuPont as a member agency, there are no changes to the ILA that is currently in effect.</p>				
Recommended Motion: <u>Motion:</u>				
<p>To authorize the Mayor to sign the updated TRT ILA to include the City of DuPont as a member agency.</p>				

INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL TACTICAL RESPONSE TEAM

WHEREAS, incidents of a serious criminal or emergent nature often require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own; and

WHEREAS, these incidents can often be effectively resolved via the cooperation and collective effort of multiple jurisdictions;

NOW, THEREFORE, THIS AGREEMENT is made under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Fife, Milton, Orting, Puyallup, and Sumner (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional Tactical Response Team ("TRT") as provided herein.

Section 1. Definitions

For the purposes of this Agreement and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- A. **Call Out** means any use or mobilization of The Tactical Response Team following the request of the Chief Law Enforcement Officer of any Signatory Agency pursuant to the terms of this Agreement.
- B. **Chief Law Enforcement Officer** means the director of public safety or police chief.
- C. **Host Agency** means the Signatory Agency designated to maintain a single TRT operational budget.
- D. **Incident Commander** means the representative appointed by the agency with primary geographic/territorial jurisdiction to serve as the overall commander of the TRT during the callout.
- E. **Oversight Committee ("OC")** means the Executive Board composed of the Chief Law Enforcement Officer (or his/her designee) from each of the Signatory Agencies.
- F. **Primary Geographic or Territorial Jurisdiction** means the territorial boundaries of the city, town, or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020, as now enacted or here after amended.

- G. **Primarily Responsible Agency** means the law enforcement agency within whose local geographic or territorial jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the geographic or territorial jurisdiction of a Signatory Agency, then the term shall mean the Signatory Agency who requested the call out.
- H. **Requesting Agency** means a law enforcement agency that has requested assistance from the TRT.
- I. **Signatory Agency** means a city or town that is a signing party to this Interlocal Agreement.
- J. **Team Commander** means the individual responsible for directing the tactics and deployment of the TRT during callouts.
- K. **Tactical Response Team (“TRT”)** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a “Tactical Response Team” as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer’s Association. TRT also includes a negotiator team composed of individual law enforcement officers, also drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of Negotiator.

Section 2. Objective

The primary objective of the Tactical Response Team is to respond effectively and appropriately to emergencies, major incidents and/or major law enforcement operations that create, or have the potential to create, significant and higher safety risk for public safety personnel and the public.

Section 3. Governance of the Tactical Response Team

- A. **Executive Board - Oversight Committee:** The management and affairs of the Tactical Response Team operating under this Agreement shall be governed by an Executive Board, known as the Oversight Committee (“OC”). The OC is composed of one representative member, consisting of the Chief Law Enforcement Officer or his/her designee, from each Signatory Agency.
- B. **Chair of the OC:** The OC shall elect a Chair by majority vote at its first meeting. The Chair shall serve a 2-year term, after which the OC will hold another vote to elect a Chair for the next 2-year term. There is no limit to the number of terms an individual may serve as Chair. The Chair shall be responsible for leading discussion, preparing an agenda, and generally overseeing the operation of the OC, but has no additional voting authority as a result of his/her role as Chair.

- C. **Normal Voting:** Each member of the Oversight Committee shall have one vote for all committee decisions on which a vote is required or taken. Except in emergency circumstances as outlined below, voting shall only be allowed in-person, at a properly-scheduled OC meeting. No absentee, proxy, electronic, or telephonic voting shall be allowed. All decisions, except those related to the TRT Policy and Procedures Manual, shall be made by simple majority vote of OC members appearing at the meeting during which the vote is taken. All decisions regarding changes to the TRT Policy and Procedures Manual will require a unanimous vote from all OC members.
- D. **Emergency Voting:** If the Chair determines a vote is required on an emergency matter, and that the vote must take place sooner than a meeting can reasonably be scheduled, the Chair may call for a vote via email. In such a circumstance, the Chair must send an email with each member of the OC copied. The email shall (1) describe the background and nature of the issue, (2) describe the reasoning for calling an electronic vote, and (3) clearly state the motion presented for a vote. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter. A member's vote should clearly and unequivocally state whether it is in favor or against the motion. The motion shall only pass if, at the end of the 24-hour period, a majority of the OC members have voted in favor.
- E. **Quorum:** No vote shall take place at any meeting unless a majority of the Oversight Committee is present.
- F. **OC Adopts Policies/Procedures:** The OC may, at its discretion, adopt policies, procedures and regulations applicable to the TRT's operations and structure, consistent with best practices. In addition, the OC may adopt standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team.
1. Any policies and procedures adopted by the OC must be signed by each OC member and the Chief Law Enforcement Officer of each Signatory Agency if someone other than the Chief Law Enforcement Officer is that agency's representative on the OC.
 2. Following the adoption, modification, or removal of any policy or procedure, the OC shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.
- G. **Meetings and Attendance:** At minimum, the OC shall meet once a quarter. Each meeting shall be scheduled at least 30 days in advance, except in extenuating circumstances. Scheduling shall be coordinated by the Chair of the OC, who shall make every effort to ensure the meetings occur at times convenient for all members. Each member shall make all reasonable efforts to attend regularly-scheduled OC meetings in person. As indicated in section 3.C, no absentee, proxy, electronic, or telephonic voting shall be allowed except as outlined in section 3.D above.

Section 4. Operation of the Tactical Response Team

- A. **Governing Policies and Procedures:** During a callout, members of the TRT will be governed by, and act in accordance with, the TRT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the TRT conflict with those of the individual jurisdictions, the TRT versions will apply to all TRT activities.
- B. **Team Structure:** The goal of the TRT is to have an initial sixteen (16) operators and two (2) Team Commanders.
1. **Tactical Personnel:** The TRT shall be comprised of the following number of members from the Signatory Agencies. It is understood and intended the number and distribution of personnel may be adjusted at a later time by a vote of the Oversight Committee.
 - Puyallup: 8 team members plus 2 team commanders
 - Bonney Lake: 2 team members
 - Fife: 2 team members
 - Sumner: 2 team members
 - Milton: 1 team member
 - Orting: 1 team member
 2. **Negotiators:** The TRT shall include a negotiator element. The composition and structure of the negotiator element shall be left to the discretion of the OC.
 3. **Vacant Positions:** When subsequent attrition occurs in the TRT, vacancies shall be filled based on criteria and processes approved by the OC.
 4. **Team Commander – Selection and Term:** The OC shall select two (2) Team Commanders by majority vote. Each individual selected as Team Commander shall agree to serve in the position for at least three (3) years. Following the expiration of the 3-year term, the OC may determine to extend the term of one or both Team Commanders for a longer period of time. The OC may extend the term of one or both Team Commander/s for a fixed period of time, or may allow one or both Team Commander/s to continue in the role/s indefinitely.

The OC may, by majority vote, replace one or both Team Commanders for any reason.

The OC shall determine the qualifications for the position of Team Commander, and the method by which team members may be nominated and/or considered for each position.

- C. **Incident Commander – Role and Authority:** For every TRT activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency shall notify the Team Commander of the individual being appointed as Incident Commander for that activation/callout.

The Incident Commander holds final authority for all aspects of a TRT activation/callout, including developing incident objectives, managing all incident operations, application of resources, and responsibility for all persons involved in the incident.

- D. **Team Commander – Role and Authority:** The Team Commander reports to, and is under the direct command of, the Incident Commander at any TRT activation/callout. The Team Commander shall be responsible for the tactical application of TRT personnel and resources to accomplish the objectives established by the Incident Commander.

- E. **Primary/Secondary Team Commander Selection and Authority:** For each TRT activation/callout, one of the Team Commanders shall be identified as the primary Team Commander. The primary Team Commander shall have the authority of the Team Commander for that activation/callout. The Team Commander not identified as the primary will provide advice and support to the primary Team Commander.

The OC shall adopt a method or process by which the primary Team Commander is selected for each activation/callout, and shall notify the Team Commanders of that method or process. The Team Commanders shall abide by the method or process established by the OC, unless and until the OC approves an alternative method or process.

Section 5. Activations/Call Outs

- A. **Request For Assistance:** In the event that the Chief Law Enforcement officer of a Signatory Agency (or his/her designee in times of his/her absence) determines the Signatory Agency has a need for the services of the TRT, he/she shall contact one of the Team Commanders and make the request for assistance. He/she shall provide any relevant information requested by the Team Commander/s.
- B. **Acceptance/Denial – Response – Withdrawal:** The Team Commander(s) shall determine whether the request for assistance is within the scope of the capabilities of the TRT based on criteria outlined in the NTOA Manual. The Team Commander(s) shall have the authority to deny the request for assistance. If the Team Commander(s) determine the TRT will respond to the request, the Team Commander(s) shall determine the number and type of TRT personnel, equipment, and other resources needed. The Team Commander(s) shall have the authority to withdraw the TRT from any incident at any time he/she determine/s the incident no longer fits within the scope of the TRT.

- C. **Emergency Withdrawal of Single Agency From Activation/Callout:** The Chief Law Enforcement officer of a Signatory Agency, or his/her authorized representative, may withdraw all of that agency's personnel/services from an activation/callout if an emergency, major incident, or major crime event occurs within that jurisdiction that requires additional personnel to safely and appropriately resolve. In general, however, each Signatory Agency shall direct TRT members in its employ to respond to an activation/callout as promptly and fully as possible. Withdrawal of a Signatory Agency from an incident shall not affect that agency's financial responsibilities for any cost incurred by the TRT during the incident.

Section 6. Budgeting and Cost-Sharing

- A. **Host Agency:** For purposes of general administration, the OC shall designate one (1) Signatory Agency as the Host Agency. The Host Agency will be responsible for maintaining the budget approved by the OC, as well as all budget-related records and receipts.
- B. **Annual Operating Budget**
1. By June 1 of each year, the Team Commanders shall submit a proposed annual budget to the OC. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. The OC will consider the proposed budget at its next regularly-scheduled meeting.
 2. By December 31 of each year, the OC shall adopt a proposed budget for the following calendar year by majority vote. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. Once adopted, that budget will be the official budget of the TRT for the relevant calendar year, subject to change only by a majority vote of the OC.
 3. Each Signatory Agency hereby agrees to be liable for its proportional share of any OC-approved annual budget. Each member of the OC shall be responsible for submitting his/her agency's proportional share of the budget to his/her agency's budgeting process, and ensuring payment for that share is deposited into the account maintained by the Host Agency.
- C. **Proportional Share of Operational Costs:** The share of the annual TRT budget for which each Signatory Agency will be responsible is equal to the percentage of each Signatory Agency's population to the total population of all Signatory Agencies, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory

Agency with the largest population.

- D. **Certain Costs/Expenses Not Shared:** The following costs/expenses of participation in the TRT are to be borne solely by the individual Signatory Agency to which the cost accrues
1. Regular pay and benefits for any Team Member;
 2. Overtime pay for any Team Member;
 3. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items, individual weapon, and weapon-related accessories (suppressors, scopes, etc.);
 4. Fuel for agency vehicles used to transport a Team Member to/from a call out;
 5. Damage, including wear and tear, on agency-owned vehicles not used exclusively for TRT operations (*i.e.*, patrol cars, etc.);
- E. **Training Costs:** Costs for TRT-specific training for Team functions shall be included in the annual operational budget. The Team Commander shall have the authority to coordinate and schedule training within the budget, and approve any requests for TRT-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members shall be the sole responsibility of the Signatory Agency that employs that Team Member.
- F. **Emergency Expenses.** If, during an incident to which the TRT has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the TRT, the Team Commander shall inform the Incident Commander of the necessary expense and the basis therefore. The Incident Commander shall authorize or decline the expense. If the Incident Commander authorizes the expense, payment of that expense shall be the sole responsibility of the Signatory Agency employing the Incident Commander.
- G. **Consumables Used During a Callout:** The cost to replace consumable goods/equipment used during a particular activation/callout shall be the sole responsibility of the Requesting Agency for that activation/callout. Perishable goods/equipment includes, but is not limited to, explosives, ammunition, first aid supplies, and so on. Within a reasonable amount of time after the callout, the OC shall provide the Requesting Agency an accounting of any and all consumable items for which TRT is seeking reimbursement, and the Requesting Agency shall remit payment to via the Host Agency with a reasonable time after receiving the accounting.
- H. **Funds Remaining at End of Budget Cycle:** Signatory Agencies agree that any money left over from any calendar year shall remain in the TRT general account to

supplement/augment continuing TRT operations. Signatory Agencies shall provide a record of all direct and other costs to the Host Agency.

- I. **Audit Rights of Signatory Agencies:** Each Signatory Agency shall have the right to conduct an audit of the TRT budget and account/s at any time.

- J. **Annual Report:** An annual report of all TRT activities during a calendar year shall be provided to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:
 - 1. A tabulation of the number and nature of call outs and any other Team activity; and
 - 2. A tabulation of the personnel and respective jurisdiction at each call out; and
 - 3. A summary of the command positions assumed by personnel and their respective jurisdiction at each call out, including Incident Commander, Team Commanders, etc.; and
 - 4. A summary of any policy changes and the inclusion of a copy of the signed policy; and
 - 5. A copy of all completed risk matrixes, regardless of whether a TRT call out resulted; and
 - 6. A copy of the operational budget.

Section 7. Claims – Notice and Processing

- A. **Notice of Claim:** In the event a claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the TRT, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency.

- B. **Designation of Lead Jurisdiction:** There shall be a lead jurisdiction for processing any claim filed with a Signatory Agency for alleged damages/injuries that occur as a result of TRT activities. The lead jurisdiction shall be the jurisdiction that served as the Primarily Responsible Agency for the incident during which the action subject to the claim took place. If the claim involves acts/omissions that did not occur during a TRT call out, the lead jurisdiction shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for the claim. If allegations are made against more than one Signatory Agency, or the employees of more than one Signatory Agency, the OC shall determine the lead jurisdiction for a claim by majority vote.

C. **Assistance Responding to Claims:** All TRT personnel shall assist the lead jurisdiction, and anyone working on behalf of that jurisdiction with regard to any claim, in responding to the claim and providing relevant records. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the action subject to the claim. Whenever necessary, the Team Commander/s shall assist in coordinating the provision of any records, and communications with any Team Member.

D. **Claims of \$7,500 or Less**

1. **Lead Jurisdiction Responsibilities:** The lead jurisdiction shall be responsible for gathering records relating to the claim. The lead jurisdiction shall provide records to its insurance provider or risk-pooling organization, and shall assist the same in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to payment of the claim. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider or risk-pooling organization shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

2. **Payment of the Claim - Apportionment of Payment:** The lead jurisdiction, with the assistance of its insurance carrier or risk-pooling organization, shall determine whether payment of the claim would be in the best interest of the Signatory Agencies. In the event the lead jurisdiction determines payment of a claim of \$7,500 or less is appropriate, such determination shall be final and binding upon the other Signatory Agencies, and payment shall be apportioned equally among all Signatory Agencies. The lead jurisdiction shall provide full payment to the claimant, and the remaining Signatory Agencies or their insurers shall reimburse the lead agency for their respective shares. Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction shall obtain from the claimant a complete and total release of liability on behalf of all Signatory Agencies and each and every officer, agent, or volunteer of those agencies.

3. **Denial of the Claim:** In the event the lead jurisdiction determines payment of the claim would not be in the best interest of the Signatory Agencies, the lead jurisdiction shall notify the other Signatory Agencies, and that determination shall be binding on the other Signatory Agencies; PROVIDED, another Signatory Agency that determines payment is appropriate may pay such claim in full, but shall not be entitled to any reimbursement from the other Signatory Agencies.

E. **Claims over \$7,500:** The lead jurisdiction shall coordinate communication among all Signatory Agencies to discuss any claim over \$7,500, and to determine, with input from the involved insurance carriers or risk-pooling organizations, the appropriate manner in which to respond to such a claim. This communication may occur in

person, by phone, or by email where appropriate.

Section 8. Litigation - Process – Cost Sharing

- A. **General Intent:** It is the intent of the Signatory Agencies to provide and receive services of the TRT without the threat of liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with any TRT action. It is the intent of the Signatory Agencies that they share equally in the financial burden of litigation regarding TRT activities. The costs to be equally shared include, but are not necessarily limited to, costs of defense, compensatory damages, and any attorney's fees awarded. The Signatory Agencies intend this cost-sharing to apply in all circumstances, regardless which Signatory Agency employs any individual team members whose actions or omissions are at issue in the litigation. The remainder of the liability-sharing portion of this agreement should be interpreted consistent with this intent.
- B. **Notification to Other Signatory Agencies:** In the event a Signatory Agency is served with a lawsuit alleging any act or omission by any Team Member, Team Commander, or Signatory Agency, undertaken on behalf of the TRT, that Signatory Agency shall provide timely notice and documentation of the lawsuit to each of the other Signatory Agencies. The Signatory Agency that initially receives the lawsuit shall also schedule a meeting with all Signatory Agencies to discuss the lawsuit and to determine, with input from the insurer for each Signatory Agency, the appropriate manner in which to respond to and/or defend the lawsuit. Nothing in the Agreement shall be deemed a waiver by any Signatory Agency of the requirements set forth in Chapter 4.96 RCW, and the fact that a Signatory Agency provides notice or copies of a claim to another jurisdiction shall not constitute a waiver of the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a Signatory Agency provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit.
- C. **Costs of Defense:** The cost of defense of any claim brought against any Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT shall be shared equally among the Signatory Agencies. The Signatory Agencies recognize this equal sharing of liability is different than the proportional sharing of budgeted expenses described above. This equal sharing of litigation costs shall apply regardless whether any Signatory Agencies are represented jointly.
- D. **Joint Representation Encouraged:** In the event of litigation against a Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT, the Signatory Agencies are encouraged to select a single attorney to coordinate and conduct the defense. The Signatory Agencies recognize that joint representation improves access to records and personnel, improves communication among agencies and personnel, and minimizes the overall costs of defense. It is generally intended

that Signatory Agencies and their employees will agree to joint defense, except in cases of bona fide conflict, as described in the next section.

- E. **Conflict Counsel – Cost-Sharing**: In the event any attorney retained to represent any individual of Signatory Agency in any TRT-related litigation determines conflict counsel should be appointed for any individual or Signatory Agency, that individual or Signatory Agency shall be entitled select their own conflict counsel, with the input of the relevant insurance carrier or risk-pooling organization. The costs of any conflict counsel shall be shared equally among the Signatory Agencies.
- F. **Dismissal From Lawsuit – Continued Cost-Sharing**: In the event a Signatory Agency or its employee/s is/are successfully withdrawn or dismissed from a lawsuit, that Signatory Agency shall nonetheless be required to pay its equal share of any subsequent and continued litigation costs.
- G. **Settlement – Procedure - Effect**
1. **Settlement Procedure**: Any Signatory Agency receiving a settlement offer or demand in any action or proceeding arising from TRT activity shall immediately notify the other Signatory Agencies of that offer/demand, including the particulars thereof. Such Signatory Agency shall consult with the other Signatory Agencies and their insurance carrier/s or risk-pooling organization/s prior to making any settlement decision.
 2. **Individual Settlement Decisions Discouraged**: It is the intent of this Agreement that the Signatory Agencies act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Signatory Agencies agree with the settlement costs or, in the alternative, that all Signatory Agencies reject settlement demands and agree to go to trial and share in any litigation costs going forward.
 3. **Individual Settlement Decision – Settlement Costs Not Shared**: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall not be entitled to contribution from the other Signatory Agencies for the amount of that settlement.
 4. **Individual Settlements – Continued Litigation Costs Shared**: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall remain responsible for an equal share of any costs/expenses for any continued litigation against other Signatory Agencies and/or their employee/s.
- H. **Liability Sharing – Non-Punitive Damages**: Excluding any award of punitive damages, liability for the actions or omissions of any individual or Signatory Agency, imposed as a result of their participation in the TRT or their employment,

shall be shared equally among all Signatory Agencies. The costs and expenses to be shared equally include, but are not limited to, any settlement of any claim for damages, fines, costs and expenses, awards, and attorney's fees (including costs of defense). These costs and expenses shall be shared equally regardless of which Signatory Agency or employee the action is brought against, regardless of which Signatory Agency or employee is ultimately responsible for the conduct, regardless of the number of Signatory Agencies named in the lawsuit or claim, and regardless of the number of officers from each Signatory Agency named in the lawsuit or claim.

- I. **Liability – Punitive Damages:** In the event punitive damages are awarded against any individual or Signatory Agency as a result of any action or omission occurring on behalf of the TRT, no other Signatory Agency shall be liable for any portion of such award. Any decision by a Signatory Agency to indemnify its officer/s or employee/s for any award of punitive damages will have no effect on the contribution owed by any other Signatory Agency.
- J. **Payment of Costs/Awards – Reimbursement:** In the event any Signatory Agency fails to timely provide payment of its equal portion of any shared costs/expenses outlined above, any other Signatory Agency may choose to pay the non-paying Signatory Agency's share. The Signatory Agency that failed to pay shall then be liable to the Signatory Agency that paid the share, plus any attorney's fees incurred in the collection of said monies from the non-paying Signatory Agency.
- K. **Hold Harmless:** The Signatory Agencies express their intent that no legal cause of action shall be brought by one Signatory Agency against any other Signatory Agency as a result of any TRT-related activity, except to enforce the cost- and liability-sharing provisions of this Agreement. Therefore, each Signatory Agency agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim or liability arising from the actions or inactions of its officers and employees or each other as related to any TRT activity, except as expressly outlined in this Agreement.
- L. **Insurance – Effect on Agreement:** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual Signatory Agency from its obligations under this Agreement.

Section 9. Insurance Coverage Required

The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance coverage and/or self-insured coverage to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the Signatory Agencies, and the failure of any insurance carrier or risk-pooling organization to agree or follow the terms of this provision on liability shall not relieve any Signatory Agency from its obligations under this agreement.

Section 10. Employment

Except as provided herein, all public safety personnel are deemed to be continuing employment for their respective employers when activated as members of the TRT. Each Signatory Agency shall be solely and exclusively responsible for the compensation and benefits for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Signatory Agency. Each Signatory Agency shall be responsible for ensuring compliance with all applicable laws regarding employees, and with provisions on any applicable collective bargaining agreements, civil service rules regulations, and its own disciplinary policies and procedures.

Section 11. Press Releases

Signatory Agencies to this agreement will coordinate any press releases relating to TRT activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.

Section 12. Authorized Staff

The Signatory Agencies to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any TRT activation/callout.

Section 13. Prisoner Transportation

Transportation of arrestees will be coordinated by the Incident Commander.

Section 14. Injury Benefits

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that Officer's employer the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

Section 15. Severability

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the

remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

Section 16. Term

The minimum term of this Agreement shall be one (1) year, effective upon its adoption by all Signatory Agencies. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the Signatory Agency jurisdictions, unless and until terminated pursuant to the terms of this agreement.

Section 17. Termination

Any Signatory Agency may withdraw from and terminate participation in under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Signatory Agencies herein. Withdrawal during any calendar year shall not entitle the withdrawing agency to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing agency for any calendar year. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity or liability of that agency with respect to any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

1. In the event that Signatory Agency withdraws from and terminates participation under this Agreement, property that was provided by that Signatory Agency pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and explosives, shall belong to and shall be returned to that Signatory Agency.
2. Items that were jointly purchased through the TRT general operating budget will continue to remain with and be available for use by the TRT until such time that this Agreement is terminated in its entirety, at which time items that were jointly purchased by the Signatory Agencies will be divided among the Signatory Agencies in proportion to the number of Team Members each Agency contributes to the Team under the Agreement as of the date of termination.

Section 18. Contract Administration

The Signatory Agencies do not, by this Agreement, intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The Chief Law Enforcement Officer from the Signatory Agencies shall be responsible for administering the terms of this agreement.

Section 19. Extent of Agreement

This agreement contains the complete understanding of the Signatory Agencies regarding the subject matter of this agreement.

Section 10. Authorization

By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

By: _____
Neil Johnson, Mayor

Date: _____

As To Form: _____
Print Name: _____
Bonney Lake City Attorney

Date: _____

CITY OF PUYALLUP

By: _____
Kevin Yamamoto, City Manager

Date: _____

As To Form: _____
Joe Beck, Puyallup City Attorney

Date: _____

CITY OF MILTON

By: _____
Shanna Styron-Sherell, Mayor

Date: _____

As To Form: _____
Print Name: _____
Milton City Attorney

Date: _____

CITY OF SUMNER

By: _____
Bill Pugh, Mayor

Date: _____

As To Form: _____
Print Name: _____
Sumner City Attorney

Date: _____

CITY OF FIFE

By: _____
Hyun Kim, City Manager

Date: _____

As To Form: _____
Greg Amann, Fife City Attorney

Date: _____

CITY OF ORTING

By: _____
Joshua Penner, Mayor

Date: _____

As To Form: _____
Print Name: _____
Orting City Attorney

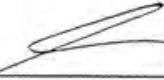
Date: _____

CITY OF DUPONT

By: 

Ronald J. Frederick, Mayor

Date: 7/12/2022

As To Form: 

Gordon P. Karg
DuPont City Attorney

Date: 7/12/2022



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22-75	Public Safety Committee	8.17.2022	8.31.2022
SCORE Jail Interlocal Agreement.				
	Department:	Police		
	Date Submitted:	7.29.2022		
Cost of Item:	As needed.			
Amount Budgeted:	\$60,000.00			
Unexpended Balance:	N/A - 2023			
Bars #:	001-523-60-41-00			
Timeline:	As soon as authorized.			
Submitted By:	Interim Police Chief Devon Gabreluk			
Fiscal Note: Relating to an increase in rates beginning Jan 1, 2023				
Attachments: SCORE Jail notice of rate increase and Draft 2023 SCORE Jail ILA				
SUMMARY STATEMENT:				
<p>On July 1, 2022 SCORE Jail issued notice to agencies contracting with SCORE for jail services that inmate daily housing rates will increase January1, 2023 by 5%.</p> <p>The 2023 daily housing rates listed in the ILA are only charged when the Police Department books an individual into the SCORE facility (on an as needed basis). Bookings are accepted if the facility has beds available (no reserved beds rate) which is reflected in rate schedule as the “General Population – Non-Guaranteed Beds” rate.</p>				
Recommended Motion: <u>Motion:</u>				
<p>To authorize the Mayor to sign the updated agreement with SCORE Jail for jail services as needed.</p>				



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

Sent Electronically – July 28, 2022

July 28, 2022

Mayor Joshua Penning
City of Orting
PO Box 490
402 Washington Ave SE
Orting, WA 98361

Dear Mayor Joshua Penning:

Attached you will find two amendments:

- 1) SCORE's daily rates for guaranteed and non-guaranteed beds, effective January 1, 2023. For continued services in 2023, please sign and return the contract amendment by October 31, 2022.

SCORE 's Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging, on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE's population requires either medical or mental health services while in custody.

- 2) SCORE's amended and restated Housing Agreement, effective immediately, regarding probable cause determination in Section 5 (E) Transportation, Booking, Classification, Discipline and Release Procedures. Please sign and return the restated Housing Agreement Amendment.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,

Devon Schrum, Executive Director
South Correctional Entity (SCORE)
Mission: to provide the highest quality public safety services to those we serve.

Enclosures

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$50.00
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<u>Transport/Security Fee</u>	\$75.00/hr
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:

Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:

Title:

AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as previously amended (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the "Agreement") with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

Section 16. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

Section 3. Entire Agreement. Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 6. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Printed Name – Title

Printed Name – Title

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB22-76	Public Safety Committee	8.17.2022	8.31.2022
Puyallup Jail Interlocal Agreement				
	Department:	Police		
	Date Submitted:	7.29.2022		
Cost of Item:	As needed.			
Amount Budgeted:	\$60,000.00			
Unexpended Balance:	\$30,195.73			
Bars #:	001-523-60-41-00			
Timeline:	As soon as authorized.			
Submitted By:	Interim Police Chief Devon Gabreluk			
Fiscal Note: Relating to an increase in rates beginning Jan 1, 2023				
Attachments: Draft Puyallup Jail Contract & Court Rules.				
SUMMARY STATEMENT:				
<p>The Orting Police Department has active contracts with the City of Enumclaw Jail, S.C.O.R.E. Jail - SeaTac, and Nisqually Jail - Olympia for misdemeanor bookings. The distance to these jails is 16 miles, 28 miles, and 35 miles respectively. Authorizing a contract for jail services with the City of Puyallup Jail will significantly cut costs associated with jail bookings such as; staff time, fuel costs, facility booking fees, and overtime for City coverage during long-drive trips to jails.</p>				
Recommended Motion: <u>Motion:</u>				
<p>To authorize the Mayor to sign an agreement with the City of Puyallup Jail for jail services as needed.</p>				

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF ORTING, WASHINGTON, FOR THE HOUSING
OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter “Puyallup”) and the City of Orting, a municipal corporation of the State of Washington (hereinafter “Orting”).

Recitals

WHEREAS, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter agreements with each other for providing jail services; and

WHEREAS, Orting wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Orting; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate of \$158.28 to house inmates at Puyallup’s jail is consistent with the current operating costs, it is necessary to enter into an updated interagency agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. **EFFECTIVE DATE**

This Agreement shall commence on _____ and terminate one year form this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, Orting agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Orting shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Orting retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Orting have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, WA 98371

Contact: _____

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Orting inmates, Orting shall pay Puyallup one hundred fifty-eight dollars and 28/100 (\$158.28) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Orting Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Orting Officers back to the City of Orting where they will be released. As compensation for the administrative booking services, Orting shall pay Puyallup sixty-two dollars (\$62.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise

negotiated and agreed by the parties. (For example, the 2022 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2023, increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Orting with an itemized bill listing all names of inmates who are administratively booked or housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the last day of each following month. Orting agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Orting’s jurisdiction.

7. Booking

Inmates shall be booked pursuant Puyallup’s booking policies and procedures. Inmates transported by Orting Officers that are not acceptable at booking, will be the responsibility of the Orting Officers to transport back to the City of Orting.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. RESPONSIBILITY FOR OFFENDER’S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates’ physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Puyallup to calculate “good time” accrued in and subsequent release of the inmate in accordance with the Puyallup’s standard practice and procedure. Orting agrees to be bound by Puyallup’s standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Orting inmates or to return an Orting inmate to the City of Orting if in the judgment of Puyallup,

the inmate has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKING OF INMATES

Upon request from Puyallup, Orting shall, at its expense, retake any Orting inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Orting inmate is terminated for any reason, Orting, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Orting law enforcement officers placing Orting misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Orting is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Orting inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Orting and shall be returned, if necessary, to the City Orting by Orting personnel and at Orting's expense. Puyallup is not responsible for transportation of Orting inmates under this Agreement and shall be reimbursed by Orting for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Orting shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Orting shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup jail. Puyallup shall provide for routine minor medical services in the Puyallup jail. Examples of medical services which may be provided in the Puyallup Jail, but which are not routine, and for which Orting shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Orting shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of an Orting prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Orting inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Orting's review at its request. Any medical or dental services of major consequence shall be reported to Orting as soon as time permits.

(c) Orting shall be responsible for any and all costs incurred by or on behalf of an Orting prisoner regarding hospitalization. If necessary, Orting shall reimburse Puyallup dollar for dollar any amount expended or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Orting will be notified by contacting a duty Sergeant at the Orting Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Orting from retaking the ill or injured inmate. In the event a Orting inmate is taken by emergency to a hospital, Puyallup shall notify Orting as soon as practicable following emergency transport. Orting is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Orting. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Orting shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four-hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Orting legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Orting Police Department in writing authorizing such release;

- or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which an Orting inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- f) For other scheduled court appearances, including those for which they are not being held, or
- g) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
- h) For medical care (see §15) and court ordered evaluations.

20. ESCAPES

In the event any Orting inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Orting. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

21. DEATH OF AN INMATE

a) In the event of the death of an Orting inmate, Puyallup shall notify the Pierce County Medical Examiner. Orting shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Orting.

b) Puyallup shall immediately notify Orting of the death of an Orting inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Orting with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Orting. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

22. DISPUTE BETWEEN ORTING AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Orting and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written

agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall defend, indemnify and hold Orting, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Puyallup in performance of this Agreement.

b) Orting shall defend, indemnify and hold Puyallup, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Orting in performance of this Agreement.

c) Puyallup and Orting hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Orting for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Orting or Puyallup under any applicable law, rule or regulation.

26. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

27. MISCELLANEOUS

Concurrent Original. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

CITY OF ORTING:

By: Steve Kirklie
Its: City Manager
Date: _____

By:
Its:
Date: _____

ATTEST:

ATTEST:

By: Brenda Fritsvold
Its: City Clerk
Date: _____

APPROVED AS TO FORM:

By: Shawn Arthur
Its: Deputy City Attorney
Date: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Its: _____
Date: _____



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Pumpkin Festival Sponsorship and Grant.	AB22-71	CGA		
		8.10.2022	8.17.2022	8.31.2022
	Department:	Clerk		
	Date Submitted:	7.28.2022		
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 Pumpkin 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 \$2,397.00 to help with costs for the event.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>To approve Resolution No. 2022-19, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Pumpkin Festival; and to approve Resolution No. 2022-20; a resolution of the City of Orting, authorizing a grant of funds in the amount of \$2,397.00 to the Orting Pumpkin Festival.</p>				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2022-19

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY SPONSORSHIP OF THE ORTING
PUMPKIN 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 Pumpkin Festival; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on August 3, 2022, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Pumpkin 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 Pumpkin 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 Pumpkin 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 Pumpkin Festival, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Orting Pumpkin Festival’s

application for sponsorship, on Saturday, October 8, 2022 from 8:00am– 7:00pm. The Mayor is authorized to enter into a contract with the Orting Pumpkin 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 31st DAY OF AUGUST, 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. 2022-20**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING A CITY GRANT OF FUNDS TO THE
ORTING PUMPKIN 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 Pumpkin Festival, a nonprofit corporation registered with the State of Washington; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on August 3rd, 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 Pumpkin 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 Pumpkin 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 Pumpkin Festival, pursuant to the City’s Policy, in the amount of

\$2,397.00. The Mayor is authorized to enter into a contract with the Orting Pumpkin 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 31st DAY OF AUGUST, 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: 360-893-9017 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/walks that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

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

NAME OF APPLICANT: Larry W. Grape

NAME OF ORGANIZATION: Tacoma Events Commission

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

MAILING ADDRESS: 4109 E-7 Bridgeport Way W.

EMAIL ADDRESS: GWGRAPE@7C.COMCAST.NET

NAME OF EVENT: ORTING PUMPKIN FEST

TYPE OF EVENT (parade, festival, etc.): Festival

DATE(S) OF EVENT: October 8, 2022

TIME(S) OF EVENT: Set-Up 8:00 AM Start of Event 10:00 AM
 End of Event 5:00 PM Exit Time 7:00 PM

City Services (please mark all that apply)

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

Total For Special Event Services \$ _____
 Special Event Fee \$ 200
TOTAL TO BE PAID \$ 300

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 message is limited to name, date, and event sponsor. Commercial advertising is not allowed.**

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: 9/12/22 through 10/10/22
 The banner may only be across SR 162 for 2 weeks

Material Type: _____ Size: _____ X _____ Thickness: _____

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

VENDORS: Will there be any vendors? Yes No

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

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

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

PARADE START TIME: NOON START LOCATION (show on map): Train Street

STAGING AREA - WHERE/WHAT TIME (show on map): TRAIN STREET NOON

PARADE ROUTE (show on map): TRAIN ST AROUND CAR SHOW and back

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

If yes, approximately how many animals? Dogs - (20)

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 *if they like

OTHER:

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

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

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

If yes, which streets (show on map)?

Calistoga and Train St. (morning of 10/8/22-8AM)

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

No

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

We will have approximately 15 volunteers who will be adequately trained to handle notification of a problem to business and or residents

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

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: [Signature]

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: [Signature]

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

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

Name of Insurance Company: _____

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: _____

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

Initials: _____

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

APPLICANT SIGNATURE: _____

DATE: June 11, 2022

PRINT NAME: _____

GARY W. GARZA

Title/Role with Organization: _____

Event Director

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 (Review the Special Event Sponsorship Policy for more information);
- o Proof of liability insurance that complies with the terms of Section IV of the City Special Event Sponsorship Policy (you may request a copy of the Special Event Sponsorship policy by emailing recreation@cityoforting.org).

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.

APPENIX A

FACILITY RENTAL RATES

MULTI-PURPOSE CENTER (MPC)

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

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

ORTING STATION

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

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

COVERED BBQ AREA

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

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

GAZEBO

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

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

For City Use Only

Date Application Received: _____ Dept. Meeting Date: _____

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

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



DRAFT

**PRESS RELEASE
FOR IMMEDIATE RELEASE**

Date: 6/20/22

Use Through: 10/08/22

Subject: Orting Pumpkin Fest

Contact: Gary W. Grape –Event Director

Tacoma Events Commission

4109 E-7 Bridgeport Way W. University Place, WA 98466

253-230-6851 or 253- 507-9357, gwgrape47@comcast.net

www.tacomaevents.com

ORTING PUMPKIN FEST

This is very exciting news!! After two years having to cancel the Orting Pumpkin Fest due to the Covid 19 Pandemic, WE ARE BACK! The Fourteenth (14th) Annual Orting Pumpkin Fest will take place on Saturday October 8th 10:00 AM to 5:00 PM in the City of Orting. Once again the festivities are located in the heart of town in the Orting City Park.

The Orting Pumpkin Fest is a food-oriented festival modeled after similar events in California, Ohio, and Canada. It's a joint effort of the City of Orting, Tacoma Events Commission, Orting Valley Farmers Market and community sponsors. Our mission is to celebrate, promote, and enhance community spirit and pride with an affordable, fun, and family-oriented festival.

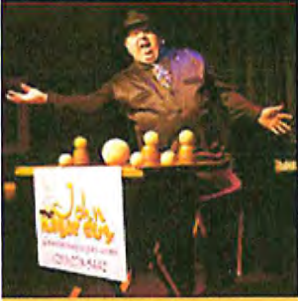
The festival is primarily a food festival that features items prepared with pumpkin as a main ingredient. The eight food booths will be run by professional vendors and by local not-for-profit groups working to raise funds for community projects. Besides lots of good food, the event will include live entertainment (see below) on two stages, 50 art & craft booths, commercial booths, local farmers market, rod and custom car show, games, bounce houses, activities for children, Point Defiance Pirates and the Pumpkin Pet Parade at noon.

The Orting Valley Farmers Market will present local Farms and more at the Orting Station building during Pumpkin Fest, including local wine, honey, produce, locally roasted coffee, plants, and more. Be sure to stop in and pick up great items to take home.


Worthy Music Ministries' Family Stage Schedule Located at the Gazebo on Train Street

11:00 AM – 5:00 PM


ROVING MAGIC SHOW

All Day	<p>John the Magic Guy will be performing his magic show to the crowds at the Orting Pumpkin Fest. John the Magic Guy performs the very old street performing art called "Busking". A "busker" builds a crowd, performs an act, then passes the hat for tips.</p>	
---------	--	---

Car Show Stage – By the Orting Station

11:00 AM - 11:45 AM	 Act 1 Theater Production- Scarecrows
------------------------	---

NOON: PUMPKIN PET PARADE

12:15 PM – 12:45 PM	 Life Christian Eagle Drumline
1:00 – 5:00 PM	 COAL TRAIN EXPRESS Country <i>music</i>

**CITY OF ORTING
TEMPORARY SIGN APPLICATION**

A temporary sign permit may be approved for a **one-year period of January through December of each year**; an application must be re-submitted each year. Per Orting Municipal Code Signs shall be displayed for no more than a 30-day period and then rotated out with a different sign; allowing a temporary sign to be displayed at all times. All signs must be of good repair, without fading, rips or tattered seams. All temporary signs are subject to Orting Municipal Code (OMC) 13-7-7.

Temporary Sign: Any nonpermanent sign intended for use for a short period of time. (OMC. 886, 9-8-2010)

Banner Sign: Any temporary sign intended to be hung with or without framing, and possessing characters, letters, illustrations, or ornamentation applied to fabric or similar materials. Flags, insignias, canopy signs, and posters are not considered "banner signs".

GENERAL INFORMATION:

Business Name: **THE TACOMA EVENTS COMMISSION/ORTING PUMPKIN FEST** Contact Person **GARY W. GRAPE**

Physical Address:

4109 E-7 BRIDGEPORT WAY WEST UNIVERSITY PLACE, WA 98466

Mailing Address:

SAME AS ABOVE

Phone Number **253-230-6851** Fax Number **N/A** Email Address: **GWGRAPE47@COMCAST.NET**

Type of Sign(s):

Banner Streamer Pennant Fabric sign Sandwich Board **Stake Sign (Yard Sign)**

Balloons Wind animated object other (please explain) _____

Date to be installed within city limits: **September 15, 2021** How many signs? 25

Applicant Signature _____

Date _____

June 16, 2022

For Office Use Only:

Approved _____ Denied, If denied reason: _____

Approval Signature: _____ Date: _____

This application, if approved, is valid from January through December of the current year.



4109 E-7 Bridgeport Way West * University Place, WA 98466 * (253) 230-6851
A 501 C (3) Non-Profit Corporation

June 24, 2022

Kim Agfalvi
City Clerk
City of Orting
104 Bridge St S.
Orting, WA 98360
Kagfalvi@cityoforting.org

Dear Kim,

We are all excited about bringing the 14th Annual Orting Pumpkin Fest back to the City of Orting this year. Thank you for giving us the opportunity to apply for assistance with a grant that the City of Orting is offering to those qualified non-profit organizations. I hope this letter will be sufficient with our request, but if there is a specific grant application please let me know and I will fill that out for you. What I'll do below is address some items that would help us out a lot if the grant were approved. Thanks again for all your support in the past to make this a great community event!

1/ Event Printing \$350.00
2/ On-Line Marketing \$250.00
3/ Event Insurance \$350.00
4/ Signs and Banners \$250.00
5/ Performer Fees \$750.00
6/ Two Rental Golf Carts \$400.00
7/ Event Postage \$47.00

TOTAL \$2397.00

Looking forward to hearing from you.

Respectfully,



Gary W. Grape

EVENT MANAGER

PORTING PUMPKIN FEST

4109 E-7 Bridgeport Way W

University Place, WA 98466

253-230-6851

ORTING PUMPKIN FEST

SATURDAY, OCTOBER 8TH, 2022

14TH ANNUAL CUSTOM & ROD SHOW

OPEN SHOW FOR CARS, TRUCKS & MOTORCYCLES

LOCATED IN ORTING CITY PARK at CALISTOGA & WASHINGTON AVE.

PUMPKIN FEST – SATURDAY HIGHLIGHTS

Live Music next to the car show

Food booths featuring at least one pumpkin recipe on the menu

Arts & Crafts vendors, second stage, games and amusements



THE PRE-REGISTRATION ENTRY FEE IS ONLY \$25
DAY OF EVENT REGISTRATION IS \$30

SPECIAL INTEREST CARS & TRUCKS • ANTIQUES • CLASSICS • STREET RODS • MOTORCYCLES

MOVE-IN STARTS AT 8:00 AM (not before please) AND ENDS AT 10:00 AM

Enter from SR 162 (Washington Avenue) turn toward the Shell station onto Whitesell St. NW then left onto Corrin Ave. NW and left at Leber St. NW to enter the park.

The Pumpkin Fest begins at 10:00 a.m. and runs until 5:00 p.m.

THE FIRST 100 PRE-REGISTERED CARS WILL RECEIVE DASH PLAQUES.

Trophy Presentation 4:00 PM

“Best in Show”

For more information about the Orting Pumpkin Fest, please visit:

www.TacomaEvents.com

For car show information contact **Larry Hanson** (253) 377-2525 LarryHanson@N21mail.net

Please keep the top part then fill out and return the bottom part of this entry form with a check made out to the **Orting Pumpkin Fest**, 4925 98th Ave Ct NW, Gig Harbor, WA 98335

Please retain the top part of this form with your arrival instructions. Return the bottom part with you payment to register.

Pre-registration – Orting Pumpkin Fest Custom & Rod Show

PRINT NAME: _____ PRINT ADDRESS: _____

PHONE #: (____) _____ E-MAIL: _____

VEHICLE DESCRIPTION: _____

NO REFUNDS



**PRESS RELEASE
FOR IMMEDIATE RELEASE**

Date:

Use Through: 10/20/22

Subject: Orting Pumpkin Fest

Contact: Gary W. Grape –Event Director

Tacoma Events Commission

4109 E-7 Bridgeport Way W. University Place, WA 98466

253-230-6851 or 253- 507-9357, gwgrape47@comcast.net

www.tacomaevents.com

ORTING PUMPKIN FEST

This is very exciting news!! After two years having to cancel the Orting Pumpkin Fest due to the Covid 19 Pandemic, WE ARE BACK! The Fourteenth (14th) Annual Orting Pumpkin Fest will take place on Saturday October 8th 10:00 AM to 5:00 PM in the City of Orting. Once again the festivities are located in the heart of town in the Orting City Park.

The Orting Pumpkin Fest is a food-oriented festival modeled after similar events in California, Ohio, and Canada. It's a joint effort of the City of Orting, Tacoma Events Commission, Orting Valley Farmers Market and community sponsors. Our mission is to celebrate, promote, and enhance community spirit and pride with an affordable, fun, and family-oriented festival.

The festival is primarily a food festival that features items prepared with pumpkin as a main ingredient. The eight food booths will be run by professional vendors and by local not-for-profit groups working to raise funds for community projects. Besides lots of good food, the event will include live entertainment (see below) on two stages, 50 art & craft booths, commercial booths, local farmers market, rod and custom car show, games, bounce houses, activities for children, Point Defiance Pirates and the Pumpkin Pet Parade at noon.

The Orting Valley Farmers Market will present local Farms and more at the Orting Station building during Pumpkin Fest, including local wine, honey, produce, locally roasted coffee, plants, and more. Be sure to stop in and pick up great items to take home.



CITY OF ORTING

110 TRAIN ST. SE • P.O. BOX 489
ORTING, WA 98360-0489
(360) 893-2219

Small Town Big View

Receipt Number:

24814

Two Hundred and 0/100's Dollars
Received From:

Tacoma Events Commission
4109 Bridgeport Way W. Ste E7
University Place, WA 98466

Date	Receipt Number	Amount
6/27/2022	24814	\$200.00

Printed By DCharchenko	Check	3948	\$200.00
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001.362.40.04.00 - Special Event Application Fee - Pumpkin Fest - 06/27/22

DEPARTMENT COPY



CITY OF ORTING

110 TRAIN ST. SE • P.O. BOX 489
ORTING, WA 98360-0489
(360) 893-2219

Small Town Big View

Receipt Number:

24815

One Hundred and 0/100's Dollars
Received From:

Tacoma Events Commission
4109 Bridgeport Wa W Ste E7
University Place, WA 98466

Date	Receipt Number	Amount
6/27/2022	24815	\$100.00

Printed By DCharchenko	Check	3947	\$100.00
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001.362.40.04.00 - Blanket Vendor - Pumpkin Fest - 06/27/22

DEPARTMENT COPY



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Red Hat Days Sponsorship	AB22-72	CGA		
		8.10.2022	8.17.2022	8.31.2022
	Department:	Clerk		
	Date Submitted:	7.28.2022		
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 Orting Red Hat Days. 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. 				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2022-21, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Red Hat Days.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2022-21

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY SPONSORSHIP OF THE ORTING
RED HAT DAYS**

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 Red Hat Days; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on August 3, 2022, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Red Hat Days 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 Red Hat Days 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 Red Hat Days 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 Red Hat Days, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Orting Red Hat Days application

for sponsorship, on Saturday, October 1, 2022 from 7:30am– 5:00pm. The Mayor is authorized to enter into a contract with the Orting Red Hat Days 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 31st DAY OF AUGUST, 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:** EW

NAME OF APPLICANT: ELISA Wells-Henderson

NAME OF ORGANIZATION: Orting Red Hat Days

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

MAILING ADDRESS: 20411 190th Ave E, Orting, WA 98360

EMAIL ADDRESS: ortingredhatdays@gmail.com

NAME OF EVENT: Orting Red Hat days

TYPE OF EVENT (parade, festival, etc.): Parade, festival

DATE(S) OF EVENT: Oct 1 2022

TIME(S) OF EVENT: Set-Up 7:30 AM Start of Event 10am

End of Event 4pm Exit Time 5pm

PRIMARY CONTACT NAME: ELISA Wells PHONE: (253) 232-5629
 PRIMARY CONTACT EMAIL: Ortingredhatday@gmail.com
 DAY OF CONTACT NAME: ELISA Wells PHONE: ↑
 DAY OF CONTACT EMAIL: same
 ALTERNATE CONTACT: Janis Maki PHONE: (253) 651-8504

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):

- BBQ Area
- Gazebo
- Basketball Court
- City Park grass areas (south)
- Multi-Purpose Center (MPC)
- Orting Station
- Fountain Pavilion
- 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)?
yes - we will need a small dumpster.

Will you have adequate restroom facilities and where will they be placed (show on Map)?
yes - we need sandycans.

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

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

<u>City Services</u> (please mark all that apply)	<u>Price</u>	<u>Total Price</u>
<input checked="" type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ _____
<input checked="" type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ _____
<input checked="" type="checkbox"/> 2 Standard Port-a-Potties(Delivery/Pick Up/Cleaning)	\$150/event	\$ _____
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____
<input checked="" type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____
[] Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____
[] Portable Trailer Sign	\$50/day x ___ days	\$ _____
<input checked="" type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ _____
<input checked="" type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ _____
*See attached rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____
Total For Special Event Services		\$ _____
Special Event Fee		\$200
TOTAL TO BE PAID		\$ _____

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: 9/17/22 through 10/2/22

The banner may only be across SR 162 for 2 weeks

Material Type: Vynal Size: 3' x 15' Thickness: Thick vynal

How many cuts are on banner? 8 One sided or two-sided? One [] Two

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

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

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

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

If yes, please answer the following:

PARADE START TIME: 1pm START LOCATION (show on map): in front of Buckleys

STAGING AREA – WHERE/WHAT TIME (show on map): 12:00 Buckleys →

PARADE ROUTE (show on map): in front of Eagles then L

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

If yes, approximately how many animals? under 20 - unk.

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 [] No

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

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

If yes, which streets (show on map)?

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

NO

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

Signs posted. Facebook posts

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

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: W

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: W

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: u

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: Farmers / Tapco

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: u

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: u

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

APPLICANT SIGNATURE: [Signature] DATE: 6/23/22

PRINT NAME: ELISA Wells-Henderson

Title/Role with Organization: Treasurer

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

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

Or

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

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

City of Orting Sponsorship Application

Are you requesting City sponsorship? Yes No

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

CITY SPONSORSHIP OF A SPECIAL EVENT:

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

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

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

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

FACILITY RENTAL RATES

MULTI-PURPOSE CENTER (MPC)

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

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

ORTING STATION

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

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

COVERED BBQ AREA

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

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

GAZEBO

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

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

For City Use Only

Date Application Received: _____ Dept. Meeting Date: _____

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

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

Application Approved: Yes No Date: _____ Initials: _____

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

NOTES:

Parade route

DeTour

← Harman Way S

DeTour
Flagger

Parade staging

Corrin Ave E

Post Office

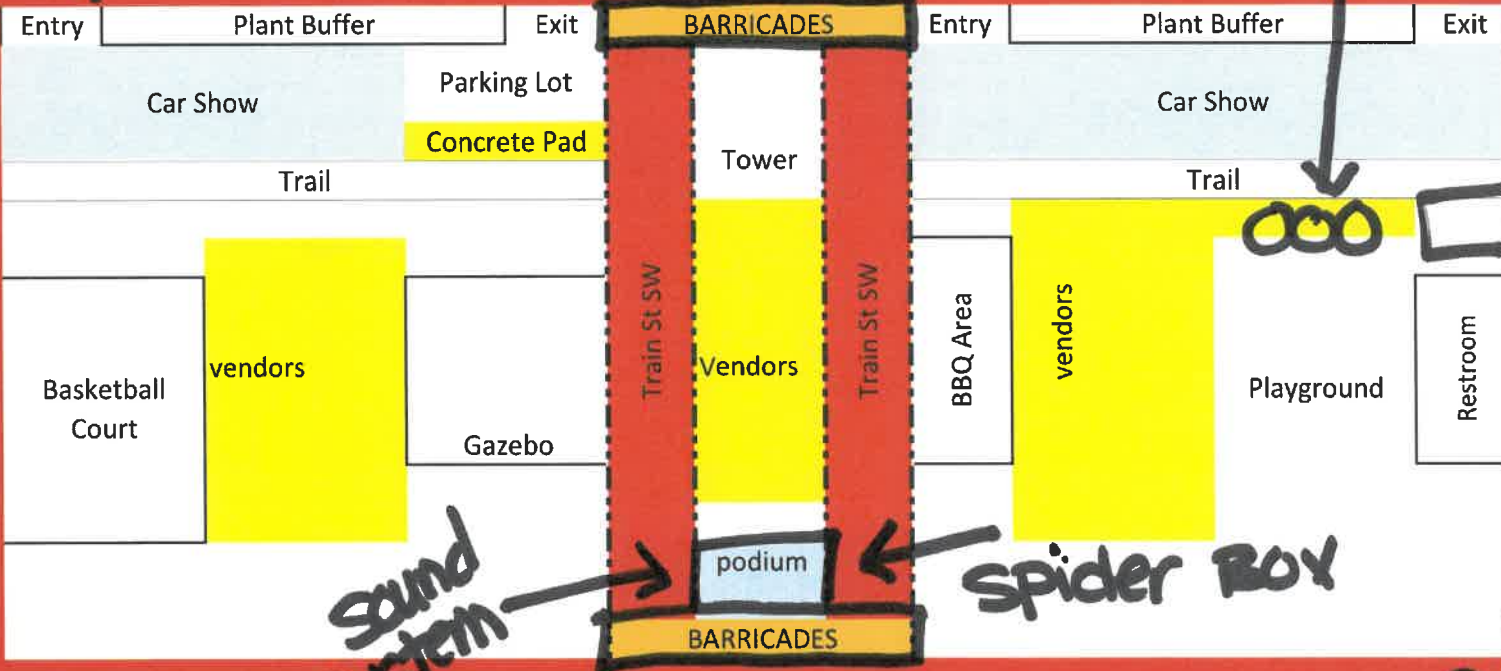
~~sanitation~~
Sani-can

DeTour

dumpster

Eagles

Van Scoyoc Ave E - Car Show on Street too... as well as Parade line up



Bridge St S / Hwy 162

Bridge St SE

Washington Ave / Hwy 162

Train St SE

Calistoga St W

Restroom

DeTour

END

Calistoga St E

Flagger

Parade route

Orting City Park

NBP022Y1408 Version 3

Quote is valid until 8/6/2022

To: **Orting Red Hat Days**

Please bind effective: 09/30/2022

Insured email address: ortingredhatdays@gmail.com

Insured phone number: (253) 232-5629

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages from Section VI

(Taxes & Fees may apply to optional premium if purchased)

Option 1 - (add: \$55.00) - Equipment Breakdown

Option 2 - (add: *\$100.00) - Terrorism Coverage

*See Terrorism Section for Exact Pricing and Terms

From: Jerome Dickson

jdickson1@farmersagent.com

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

BUSINESSOWNERS POLICY INFORMATION	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Businessowners	\$395.00
PLEASE REFER TO THE EXCESS LIABILITY QUOTE #XSL022U6715 IF HIGHER LIMITS OF LIABILITY ARE DESIRED.	
TOTAL PREMIUM DUE TO CARRIER	\$395.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$125.00
Washington Surplus Lines Tax (2.000%)	\$10.40
Washington Stamping Fee (.100%)	\$.52
TOTAL AMOUNT DUE	\$530.92

This account is subject to the following - Sections A, B and C:

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

A. Prior To Bind Requirements:

- Does the organization host, sponsor or organize any special events (additional premium may apply)?
- If yes, provide the following:
- What is the number of event days with up to 250 attendees?
- What is the number of event days with 251 - 2,500 attendees? (Please note we will exclude events with over 2,500 attendees)
- What is the number of event days where the organization serves or permits alcohol in exchange for a charge or donation?
- Is the organization in the business to manufacture, sell or distribute alcoholic beverages?

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- This quote is subject to there being no active wildfires within 25 miles / 50 kilometers of the risk at the time of binding.
- Please note: If only the property coverage is desired, pricing is subject to change.
- Special Events with Liquor Liability must be scheduled on the policy to be covered. Please complete the Non Profit Package Special Event/Liquor Liability Addendum (NPP ADD SPE 10-04) for each event where liquor liability is requested for review and consideration.
- This quote does not contemplate special events. We must be notified if the applicant will host, sponsor or organize any special events so we can properly add the exposure to the quote.

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 20411 190th Ave E, Orting, WA 98360

Construction: Frame / Protection Class: 6

Property Coverage

Perils: Special

Coverage	Limit	Deductible	Valuation	Rate	Premium
Business Personal Property	\$5,000	\$1,000	Replacement Cost		Included
Business Income and Extra Expense	\$25,000	N/A	Not Applicable		Included

Property Coverage Premium for Location #1: \$50 MP

Coverages automatically provided by Businessowners coverage form

Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	\$100,000
Business Personal Property not at premises	\$10,000	Outdoor Property (including trees, shrubs, and plants)	\$500 per tree/shrub/plant - \$2,500 total limit
Exterior Building Glass	Up to Business Personal Property	Signs attached to the Building	\$1,000
Increased Cost of Construction	\$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	\$10,000 (\$5,000 not at premises)
Accounts Receivable	\$10,000 (\$5,000 not at premises)	Personal Effects	\$2,500
Forgery and Alteration	\$2,500	Money Orders and Counterfeit Paper Currency	\$1,000
Fire Department Service Charge	\$1,000		

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Art / Cultural Organization - no premises owned or leased - Not-for-Profit only	0757	41670	Members	10	0.000	2.203	\$0	\$22
				Per Members				
Blanket Additional Insured - Non-Profit Package		49950	Flat	1	0.000	100.000	\$0	\$100
				Flat				

Liability Coverage Premium for Location #1: \$345 MP

Total for Location: \$395

III. LIABILITY LIMITS OF INSURANCE

BUSINESSOWNERS GENERAL LIABILITY

Liability and Medical Expense	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
General Aggregate	\$2,000,000
General Liability Deductible	\$0

IV. REQUIRED FORMS & ENDORSEMENTS

Common Endorsements

2110WA	(04/15) Service Of Suit	BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP0003	(01/10) Businessowners Coverage Form	BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP0417	(01/10) Employment-Related Practices Exclusion	BP-58	(05/07) Animal Exclusion
BP-103	(01/15) Exclusion Of War, Military Action And Terrorism (Coverage For Certain Fire Losses)	BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants
BP-11	(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-60	(05/07) Exclusion For Bleacher Collapse
BP-115	(07/08) Protective Devices Or Services Provisions	BP-65	(05/07) Exclusion For Mechanical Rides
BP-145 NPP	(06/10) Blanket Additional Insured Endorsement	BP-8	(02/09) Limits Of Insurance Under Multiple Coverage Parts
BP-15	(07/04) Business Income and Extra Expense Limit	BP-88	(04/06) Expanded Definition of Bodily Injury
BP1505	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included	BP-90	(04/14) Who Is An Insured Clarification Endorsement
BP-152	(01/13) Separation of Insureds Clarification Endorsement	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP1560	(02/21) Cyber Incident Exclusion	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-165	(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
BP-168	(11/11) Exclusion - Injury To Performers Or Entertainers	Jacket	(07/19) Policy Jacket
BP-179 NBP	(12/17) Amendment of Liquor Liability Exclusion	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
BP-40	(03/11) Molestation Or Abuse Exclusion		

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Equipment Breakdown	\$55.00

Important Information

- Addresses potential gaps in coverage by providing coverage for
 - Mechanical Breakdown, Electrical Arcing
 - Loss or damage to hot water boilers & steam equipment
 - Steam explosion of boilers, piping, engines & turbines
 - \$250,000 limit for Refrigeration Contamination
 - \$250,000 limit for Perishable Goods Spoilage
- If this coverage is purchased, add BP-47 Equipment Breakdown
- Includes free jurisdictional inspections (as required by law or regulation)

	Coverage	Additional Premium
Option 2	Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested



Specialty Non Profit Package Application

Package Policy designed for office based Non Profit organizations (including, but not limited to Chamber of Commerce, Trade Associations, Business Associations and Charitable Organizations).

Please complete all sections of this application and have signed by the applicant.

GENERAL INFORMATION

Name Of Organization: Orting Red Hat Days

Mailing Address: 20411 190th Ave E

City: Orting State: WA Zip Code: 98360

Location Address: 20411 190th Ave E Same as mailing address

City: Orting State: WA Zip Code: 98360

Website Address: _____ Email Address: ortingredhatdays@gmail.com

APPLICANT ELIGIBILITY

Are there past, pending or planned foreclosures and/or bankruptcies or judgments for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the last five years? Yes No

Has Insurance coverage been cancelled or non-renewed in the past three years? (not applicable in MO) Yes No

Does the organization have tax exempt status by the I.R.S.? Yes No

Is organization involved with any of the following services: Current or future construction or renovation projects, land acquisition, adoption/foster care, legal, medical/dental, financial, publishing, medical journal publication, real estate listings, research and development, or involved in activism? Yes No

Does the organization perform any operations located outside the U.S., or organize any international travel or international activities? Yes No

Are direct social service programs including but not limited to thrift store operations, counseling and referral services, residential shelters, day/overnight camps, or healthcare provided? Yes No

Is the applicant operating as a nonprofit? Yes No

LOCATIONS OF COVERAGES AND CORRESPONDING CLASSIFICATIONS

Location #1	Address	City	State	Zip
	20411 190th Ave E	Orting	WA	98360

Construction: Frame Protection Class: 6 No. of Stories: _____ Total Square Footage: _____

Year Built: 2010 Years at this location: 5 Roof Age: 1

Roof Type: Flat Shingle Wood Shake Metal Tile Slate Other _____

Plumbing: PVC Copper Lead Iron Galvanized Other _____

Updates: Plumbing: _____ Electrical: _____ Heating: _____

Protective Devices:	<input type="checkbox"/> Functional & operational smoke detectors		
	<input type="checkbox"/> Burglar Alarm	<input type="checkbox"/> Central Station	<input type="checkbox"/> Local
	<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Central Station	<input type="checkbox"/> Local
	<input type="checkbox"/> Sprinkler System _____ % of the building		
Cause of Loss:	<input checked="" type="checkbox"/> Special Form	<input type="checkbox"/> Broad Form	<input type="checkbox"/> Basic Form
Exclusions:	<input type="checkbox"/> Wind & Hail	<input type="checkbox"/> Water Damage	<input type="checkbox"/> Theft <input type="checkbox"/> Sprinkler Leakage
Deductible:	<input type="checkbox"/> \$500	<input checked="" type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____

Coverage	Limit	Additional Information
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Business Personal Property	\$5,000	Co-Insurance: <input checked="" type="checkbox"/> 80% <input type="checkbox"/> 90% <input type="checkbox"/> 100%
		Valuation: <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value
Business Income and Extra Expense	\$25,000	Co-Insurance: <input type="checkbox"/> 80% <input type="checkbox"/> 90% <input checked="" type="checkbox"/> 100%
		Valuation: <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value

UNDERWRITING INFORMATION FOR LOCATION #1

Classification	Premium Basis	Exposure	Applicable Sq. Ft.
Art / Cultural Organization - no premises owned or leased - Not-for-Profit only	Members	10	
Blanket Additional Insured - Non-Profit Package	Flat	1	

PROPERTY ELIGIBILITY

Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors? Yes No

Are there functioning and operational fire extinguishers readily available? Yes No

For any building built prior to 1978, is 100 percent of the wiring on functioning and operational circuit breakers? Yes No

GENERAL LIABILITY ELIGIBILITY

Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors? Yes No

For any building built prior to 1978, is 100 percent of the wiring on functioning and operational circuit breakers? Yes No

LOSS HISTORY

Property

Please provide detail below

Year	Status	Incurred	Description
2020-2021			None
2019-2020			None
2021-2022			None

Liability

Please provide detail below

Year	Status	Incurred	Description
2020-2021			None
2019-2020			None
2021-2022			None

Tennessee, Virginia and Washington Fraud Statement : It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Retail Agency Name: Jerome Dickson DBA: 79102V License #: _____

Main Agency Phone Number: (360) 8728-8652

Agency Mailing Address: PO BOX 844

City: Orting State: WA Zip: 98360

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature:  Title: 7/5/22 Date: 06/29/2022

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

<input checked="" type="checkbox"/>	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
<input type="checkbox"/>	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

Elisa Henderson

Applicant Name (Print)

Authorized Signature

Orting Red Hat Days

Named Insured

06/29/2022

Date



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

HUMAN RESOURCES



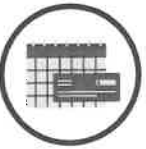
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

MARKETING

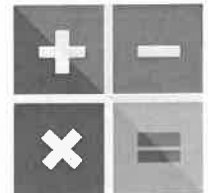


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!

Enclosed you will find an annual **admitted** Excess General Liability Coverage for Orting Red Hat Days. The quote number is XSL022U6715 Version 2 .

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Schedule of Underlying Coverages
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Jerome Dickson
Jerome Dickson DBA: 79102V

XSL022U6715 Version 2

Quote is valid until 8/6/2022

To: **Orting Red Hat Days**

Please bind effective: _____

Insured email address: _____

Insured phone number: _____

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages from Section IV

(Taxes & Fees may apply to optional premium if purchased)

Option 1 - Terrorism Coverage

From: Jerome Dickson

jdickson1@farmersagent.com

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

EXCESS GENERAL LIABILITY COVERAGE POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
Term Quoted:	Annual

LIMIT OPTIONS	PREMIUM	FEES	AMOUNT DUE
<input type="checkbox"/> \$1,000,000	\$400 (MP)	\$100.00	\$500.00

ADDITIONAL COSTS

Wholesaler Broker Fee	\$100
-----------------------	-------

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS – VISIT BIZRESOURCECENTER.COM FOR DETAILS

We have provided a pre-filled application that would assist in satisfying these requirements.

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

A. Prior To Bind Requirements:

Confirmation that all of the following are True:

- Does the organization host, sponsor or organize any special events (additional premium may apply)?
- If yes, provide the following:
 - -What is the number of event days with up to 250 attendees?
 - -What is the number of event days with 251 - 2,500 attendees? (Please note we will exclude events with over 2,500 attendees)
 - -What is the number of event days where the organization serves or permits alcohol in exchange for a charge or donation?
 - -Is the organization in the business to manufacture, sell or distribute alcoholic beverages?

B. Items Required Within 21 days of the inception of coverage:

- No 21 Day Subject to Notes

C. Underwriting Notes:

- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's Liability.
- Please contact me if you wish to discuss further.

II. SCHEDULE OF UNDERLYING COVERAGES

Commercial General Liability	Limits of Liability	
Carrier: Mount Vernon Fire Insurance Company	Each Occurrence:	\$1,000,000
AM Best Rating: A++g	Products/Completed Operations Aggregate:	\$2,000,000
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000

III. REQUIRED FORMS & ENDORSEMENTS

IL0146	(08/10) Washington Common Policy Conditions	L-622	(07/08) Abuse Or Molestation Exclusion
IUL100	(07/06) Expected or Intended Injury Exclusion	L-646WA	(07/10) Washington State Amendatory Endorsement
IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
Jacket	(07/19) Policy Jacket	XL101	(05/07) Automobile Exclusion
L-387	(03/06) Exclusion - Mechanical Rides	XL465	(12/16) Exclusion - Unmanned Aircraft
L-472	(07/08) Exclusion - Injury To Performers Or Entertainers	XL542 WA	(12/20) Exclusion of War and Certified Acts of Terrorism
L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	XLP	(07/05) Excess Liability Policy

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Rate
Option 1	Terrorism Coverage	See notes for rate information

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for 2.0000% of the total applicable premium for this risk. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE – Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****



How to BIND your USLI policy with Tapco's Submit Unit

Attached is your requested proposal from USLI. Please read it carefully.

After you have presented the proposal to your customer and when you are ready to bind, follow these simple instructions:

- Read the quote and all binding subjectivities and requirements carefully to verify that your risk is eligible.
- Confirm ALL "prior to binding" and "to bind" contingencies on the proposal. (If there is any discrepancy, call USLI on **877-268-8170** in order to re-quote.) For all other questions please call Tapco at 800-334-5579 ext. 8754 (USLI).
- Sign and date the quote letter with any optional coverages, deductibles, and desired limits and desired effective dates.
- Complete and sign the application as well as any applicable state affidavits and terrorism forms.
- Collect premium from the insured to send to Tapco (not USLI).
- Email scanned images of all signed paperwork including quote proposal, application, as well as state affidavits, and terrorism forms if applicable to **USLIQuotes@gotapco.com** or fax to **336-584-8880**.
- Include "Bind USLI: (Customer name)" in the subject line.

Tapco is required to contact USLI in order to bind coverage and must receive the requested paperwork in order to do so. Once USLI verifies the quote is bound, our office will contact you with binder confirmation.

Once bound by USLI, Tapco will send you a link to a secure payment portal for payment by credit card or check.

Please note that once you request a binder, your agency is responsible for the premium payment; therefore, please ascertain your agency has secured premium payment prior to your request to bind. Once the company binds the quote, a minimum earned premium will apply, along with the policy fee and applicable state taxes. Once bound, the policy cannot be flat cancelled. Thank you for the opportunity to provide a quote for this client.

SPECIAL NOTE: If your agency has never placed business with Tapco, please contact Tapco's New Broker Department at NewBrokers@gotapco.com. Your agency MUST be activated with Tapco before any binder request can be made.

Enclosed you will find a **non-admitted** Businessowners quote for Orting Red Hat Days. The quote number is NBP022Y1408 Version 3 .

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- An Excess General Liability quote that provides higher limits of Liability. It is attached as a separate quote under #XSL022U6715. This quote is optional and not required to be bound along with the primary quote. If coverage is desired, we would issue a separate policy.
- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Jerome Dickson
Jerome Dickson DBA: 79102V



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Vision Statement Discussion	AB22-35	N/A		
			4.20.2022	8.31.2022
	Department:	Executive/Council		
	Date Submitted:	4.14.2022		
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: None				
Attachments: Sample Vision Statements				
SUMMARY STATEMENT:				
<p>Council met on March 23rd to discuss Vision and Goals. At that meeting council discussed key attributes of what they want the city to be in the future. From that staff have drafted two new conceptual vision statements and included the existing statement for context.</p> <p>Council met on August 20th and staff presented a draft vision statement for discussion. From that discussion, staff drafted a revised vision statement for approval at the August 31st, 2022 meeting.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
To approve the City of Orting vision statement as presented.				

Orting Draft Vision Statement:

Orting is a family-oriented city that supports its citizens and small businesses. We

value our small-town character. ~~We and~~ are committed to public safety and

reliable public services. We will build our community ~~by capitalizing~~ on our

outdoor amenities, inclusive recreation opportunities, and public events that

reflect the character and interests of our citizens. We ~~are a safe, thriving and~~

~~culturally diverse town nestled in the foothills of Mt Rainier;~~ strive to be a

charming place to live, work, play and do business.