



**CGA Committee Agenda**  
**January 4th, 2023**  
**8:15am**

**Tod Gunther, Councilmember, Chair**

**Don Tracy, Councilmember**

**Kim Agfalvi, City Clerk**

**Scott Larson, City Administrator**

**Gretchen Russo, Finance Director**

**Danielle Charchenko, Executive Assistant/Records Clerk**

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

Zoom link: <https://us06web.zoom.us/j/85052017293?pwd=MG15YTdFMTRK3BIQUkrWDV6UFBCdz09>  
Meeting ID: 850 5201 7293  
Password: 882906

**1. Call to Order**

**2. Parks Report**

**3. Public Comments**

**4. Agenda Items**

- A. Council Meeting Dates 2023.
- B. Orting Library Lease.
- C. Springbrook Accounting Software.
- D. Retail Store Cannabis Allotment.

**5. Meeting Minutes of December 7, 2022.**

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

Final comments.

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

**7. Adjournment**



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-05</b>	<b>N/A</b>	<b>1.18.2023</b>	<b>1.25.2023</b>
Setting Meeting Dates for 2023	<b>Department:</b>	Executive Administration		
	<b>Date Submitted:</b>	<b>12.21.2022</b>		
<b>Cost of Item:</b>	§			
<b>Amount Budgeted:</b>	§			
<b>Unexpended Balance:</b>	§			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Resolution and Exhibit			
<b>SUMMARY STATEMENT:</b>				
<p>The Mayor and City Staff would like to plan now for any potential meeting dates that conflict with holidays in 2023. This would give Councilmembers and staff time to adjust their schedules.</p> <p>The Mayor would also like to plan and schedule in advance special meetings for strategic planning and for whether Council would like any additional budget meetings in October or November 2023.</p> <p>The proposed Resolution allows the City Council and staff to work together to accomplish these goals.</p>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Move forward to the regular City Council Meeting on January 25 <sup>th</sup> , 2023 as a consent agenda item.				
<b>FUTURE MOTION: <u>MOTION:</u></b>				
To Adopt Resolution No. 2023-01, setting the regular and special Council Meeting dates for the year 2023.				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, SETTING REGULAR AND SPECIAL  
CITY COUNCIL MEETING DATES FOR 2023.**

**WHEREAS**, the City Council set by Ordinance that the regular and study session meetings of the City Council will occur on the 2<sup>nd</sup>, 3<sup>rd</sup>, and last Wednesday of each month; and

**WHEREAS**, the Mayor and the City Council would like to plan in advance to reschedule regular meetings that may conflict with certain holidays; and

**WHEREAS**, it is likewise beneficial to a smooth productive business flow to plan in advance for special strategic meetings and budget sessions;

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

**Section 1. Authorizes.** The Orting City Council hereby adopts the meeting schedule attached as Exhibit A, for the year 2023, consistent with Orting Municipal Code 1-6-1.

**Section 2. Effective Date.** This Resolution shall be effective upon passage.

**Section 3. Corrections Authorized.** The City Clerk is authorized to make necessary corrections to this Resolution, including but not limited to correction of clerical errors.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
25<sup>TH</sup> DAY OF JANUARY, 2023.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney  
Inslee Best, PLLC



## 2023 City Council Meetings

January	11th	7:00pm	Regular Meeting
January	18th	6:00pm	Study Session
January	25th	7:00pm	Regular Meeting
February	8th	7:00pm	Regular Meeting
February	15th	6:00pm	Study Session
February	22nd	7:00pm	Regular Meeting
March	8th	7:00pm	Regular Meeting
March	15th	6:00pm	Study Session
<b>March</b>	<b>22nd</b>	<b>6:00pm</b>	<b>Council Goals</b>
March	29th	7:00pm	Regular Meeting
April	12th	7:00pm	Regular Meeting
April	19th	6:00pm	Study Session
April	26th	7:00pm	Regular Meeting
May	10th	7:00pm	Regular Meeting
May	17th	6:00pm	Study Session
May	31st	7:00pm	Regular Meeting
June	7th	7:00pm	Regular Meeting
June	14th	6:00pm	Study Session
<b>June</b>	<b>20th-23rd</b>	<b>Spokane</b>	<b>AWC Conference</b>
June	28th	7:00pm	Regular Meeting
July	12th	7:00pm	Regular Meeting
July	19th	6:00pm	Study Session
July	26th	7:00pm	Regular Meeting
August	9th	7:00pm	Regular Meeting
August	16th	6:00pm	Study Session
August	30th	7:00pm	Regular Meeting
September	13th	7:00pm	Regular Meeting
September	20th	6:00pm	Study Session
<b>September</b>	<b>23rd</b>	<b>9:00am</b>	<b>Budget Retreat</b>
September	27th	7:00pm	Regular Meeting
October	11th	7:00pm	Regular Meeting
October	18th	6:00pm	Study Session
October	25th	7:00pm	Regular Meeting
November	8th	7:00pm	Regular Meeting
November	15th	6:00pm	Study Session
November	29th	7:00pm	Regular Meeting
December	13th	7:00pm	Regular Meeting
December	20th	6:00pm	Study Session
December	27th	7:00pm	Regular Meeting

# 2023 Calendar - City of Orting

January						
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December						
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## Federal Holidays 2023

Federal/City Holiday		Regular Council Meeting		Study Session		Planning Commission		Special Meeting	
Jan 1	New Year's Day	May 29	Memorial Day	Sep 4	Labor Day	Nov 24	Day After Thanksgiving		
Jan 16	Martin Luther King Day	Jun 19	Juneteenth	Sep 23	Budget Retreat	Dec 24	Christmas Eve		
Feb 20	Presidents' Day	Jun 20-23	AWC Conference	Nov 10	Veterans Day	Dec 25	Christmas Day		
Mar 22	Council Goals	Jul 4	Independence Day	Nov 23	Thanksgiving Day				



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Pierce County Library – Facility Lease	<b>AB23-05</b>	<b>CGA</b>		
		<b>1.4.2023</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>12.29.22</b>		
<b>Cost of Item:</b>	<u>\$42,800</u>			
<b>Amount Budgeted:</b>	<u>\$42,000</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	001-362-40-06-00			
<b>Timeline:</b>	January 2023			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> This is part of the city’s budgeted revenue.				
<b>Attachments:</b> Draft Lease Agreement				
<b>SUMMARY STATEMENT:</b>				
<p>The City and Library have an existing lease agreement for the portion of the MPC that the library has exclusive use for along with shared use of the multi-purpose room. The lease expired at the end of 2022 and the parties wish to renew the lease with slightly updated terms to cover fee, cleaning responsibilities, shared use scheduling, and term. The negotiated lease agreement with the new provisions tracked in is attached. The new annual fee will be \$42,800 per year with an annual CIP escalator.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to January Study Session on January 18 <sup>th</sup> , 2023 for Council discussion.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To authorize the Mayor to enter into a Lease agreement with Pierce County Library System for use of the current library space, common areas, and Multipurpose Center.				

# LEASE AGREEMENT

CITY OF ORTING

AND

PIERCE COUNTY LIBRARY SYSTEM

## I. PREAMBLE

**THIS LEASE AGREEMENT** (hereinafter "Lease"), is entered into this 1<sup>st</sup> day of January, ~~2020~~2023, by and between the PIERCE COUNTY LIBRARY SYSTEM, a Washington State municipal corporation (hereinafter the "LIBRARY") and the CITY OF ORTING, a Washington municipal corporation, operating as a non-charter code city under the laws of the State of Washington (hereinafter the "City"), (collectively, the "Parties").

## II. RECITALS

**WHEREAS**, The City owns the building located at 202 Washington Ave S, Orting, Washington, which is commonly known as the Public Library and Multipurpose Center (collectively, the MPC);

**WHEREAS**, The City now desires to lease a portion of the building to the LIBRARY;

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

## III. DEFINITIONS

Capitalized terms used herein shall have the following meanings:

1. Premises. Premises refers to those Exclusive Use Areas and Common Areas utilized by the LIBRARY within the MPC) owned by the City and located at 202 Washington Ave. S, in the City of Orting, Washington, as depicted in **Exhibit "A"** hereto.

2. Areas.

2.1 Exclusive Use Areas: The LIBRARY's Exclusive Use Areas are the areas of the MPC currently used by the LIBRARY, and depicted in **Exhibit "A"** hereto. The approximate square footage for the Exclusive Use Areas occupied by the LIBRARY is about 2,750 square feet.

2.2 Common Areas: Common areas of the MPC include ingress and egress to and from the building, lobby restrooms, power utility and computer server rooms, the large MPC meeting room as well as the MPC office and conference room. These areas are shared by the City and by the LIBRARY, with priority use for the LIBRARY as described herein.

For detailed descriptions of the Areas identified herein see **Exhibit "A"**.

3. Material Breach. Material Breach shall mean failure, without legal excuse, to perform any promise which forms the whole or part of a contract. Material Breach also means any breach

that is not cured by the LIBRARY within ninety (90) days of notice of said breach provided to the LIBRARY by the City in writing.

4. Abandonment. Abandonment shall mean the surrender, relinquishment, disclaimer, or cession of property or of rights. Abandonment shall also be defined, specific to this Lease, as: a) a period of one hundred eighty (180) consecutive days or longer the LIBRARY ceases to use the LIBRARY's Exclusive Use Area of the Premises, or; b) the LIBRARY's Board has determined that the MPC will no longer be used to deliver library services.
5. Arbitration. The Parties agree that any dispute submitted to arbitration is limited to arbitration in accordance with the following rules and procedures, unless other rules and procedures are agreed to by the Parties:

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

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



10. Laws. Laws shall refer to any applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements.
11. Library Hours. Library Hours shall be defined as the hours during which the LIBRARY is open to the public.

#### IV. AGREEMENT

12. Grant. THE City hereby grants to the LIBRARY a lease of the Premises in the MPC depicted on **Exhibit "A"** and described in Paragraphs 1 and 2 above. In conjunction with this Lease, and as a condition thereof, the City grants to the LIBRARY a license for the term of this Lease to use the Exclusive Use Areas and assigned parking area, and a non-exclusive license of the term of this Lease to use the Common Use Areas, upon the terms and conditions set forth herein. Upon the effective date of this Lease, all prior agreements between the City and the LIBRARY relating to use of the MPC shall be superseded by this Lease.
13. Purpose. The LIBRARY will have exclusive use of the Premises during the Term of the Lease and any extension thereof, except that the Common Areas shall also be used by the City. **The LIBRARY shall have priority use and scheduling of the Common Areas during LIBRARY HOURS.** The LIBRARY and the City shall meet ~~before November~~ in May, August and December of each year to collaborate on a schedule of events at the MPC and MPC office for the following ~~year~~ several months. The LIBRARY shall not unreasonably prevent the City's use of the MPC during Library hours.
14. Term/Termination/Extension.

14.1 Term. This Lease shall commence on the date set forth in the first paragraph of this Lease and terminate on January 1<sup>st</sup> ~~2022~~2024, subject to the Parties' rights to terminate the Lease, as set forth below, and except as otherwise provided under the provisions of this Lease.

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

14.3 New Lease/Extension. Before (120) days of lease termination as identified in 14.1 above, City shall have arranged to meet and have met with LIBRARY's Executive Director or responsible designee to inquire the LIBRARY's interests to continue as tenant in said Premises. Upon confirmation of continuance in using said Premises to provide library services, LIBRARY and City shall enter good-faith negotiations to develop a new lease beginning January 1<sup>st</sup>, 2022, subject to conditions contained herein. The LIBRARY and City, for their mutual convenience, may elect to extend the lease for up to two (2) additional years under the existing terms and conditions, and termination date in 14.1 shall be amended accordingly, and said extension shall be agreed upon before November 1 of the fiscal year preceding the termination date.

15. Payment to the LIBRARY.

15.1 Monthly Lease Fee. Library agrees to pay, and the City agrees to accept, a \$~~404~~2,800 annual Lease Fee to be paid in 12 monthly payments. The Lease Fee as set forth herein, is subject to annual Bureau of Labor Statistics' June-to-June CPI-U adjustments without amendment of this Lease. For the first year of this Lease, the Monthly Lease Fee shall be three thousand five hundred sixty-six dollars and sixty-six cents (~~\$3,400~~3,566.66), with any annual adjustment thereto, (collectively the "Monthly Lease Fee") and shall be paid by the last day of each month for the month previous. All Monthly Lease Fees shall be paid without deduction,

offset or demand. The Monthly Lease Fee **includes all utilities**. The Monthly Lease Fees and other amounts hereunder not paid within fifteen (15) days of the date when due shall bear interest from the date due at the rate of ten percent (10%) per annum.

~~15.2 Annual Adjustment. For the initial 3 year term of this agreement there will be no annual adjustment and 15.1 shall not apply for that initial term.~~

~~15.3~~15.2 Payment. Account statements, remittance for payment, and general accounts payable questions or instructions may be sent either to the following address,

Pierce County Library System  
Attn: Accounts Payable  
3005 112th St E  
Tacoma, WA 98446

Or by email to AP@piercecountylibrary.org

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

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

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

19. Utilities/Services.

19.1 Utility Costs. Utility Costs are included in the Monthly Lease Fee, except as described in this section. Accordingly, the City shall be responsible for paying all Utility Costs.

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

19.3 Telecommunications/Internet/Cable Services. Telecommunications/Internet/Cable Services are not considered utilities under the terms of this Lease. The LIBRARY shall be responsible for all costs associated with providing Internet/Cable Services service to the LIBRARY'S Exclusive Use Area. The Parties may contract jointly for such services upon such terms and conditions as are mutually agreeable to the Parties, as a written amendment to this Lease Agreement. City is responsible for the repair and maintenance of phone/voicemail server, phones and phone lines. The LIBRARY will be responsible for costs associated with adding additional phones and phone lines beyond those in place prior to the start of this Lease, or moving any phone connections. Other than what is stated as the City's responsibilities in this section, all Telecommunications/Internet and Cable Services shall be paid for by the LIBRARY.

19.4 Janitorial and Cleaning Services. Except as otherwise provided herein, the LIBRARY shall be responsible for all costs associated with providing general janitorial and cleaning services for the LIBRARY, office, common bathrooms and common use areas. ~~However, the City will ensure be responsible for general janitorial and cleaning services for the MPC large room and office will be swept and cleaned after use for a City event.~~ The Parties will be responsible for spot cleaning of the MPC large room after their respective use of that facility.

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

## 20. Maintenance/Repair/Replacement.

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

20.2 City Maintenance Obligations. City agrees, and shall, after all City-sponsored events, at its sole cost and expense, keep the Common Areas in a good, clean, and safe condition free from unreasonable hazards, and in compliance with all applicable Laws. The City shall perform all routine maintenance and necessary repairs to the HVAC System for the Premises. The City shall be responsible for the cost to the LIBRARY of any repair or replacement of any part of the Building Systems, as defined in Section 8, damaged or destroyed by the negligent acts of City, its officers, officials, employees, volunteers, agents, invitees and licensees. There may be disagreement regarding repairs and whether there are negligent acts. The Parties agree to work cooperatively to resolve any such disagreements and may submit the matter to Arbitration, as defined in Section 5, if the Parties cannot mutually agree upon a resolution within ninety (90) days of such notice.

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

20.4 Advance Notice and Authorization. The LIBRARY shall make no alterations or improvements to the Premises without the City's prior consent, and any request by the LIBRARY to make repairs to the Premises shall be made with at least thirty (30) days prior notice to the City and a written explanation of what repairs and/or additions to the Premises are contemplated. The LIBRARY may enter the Premises including Common Areas at all reasonable times to maintain and make repairs to the Premises, (so long as said repairs do not cause the use of the Premises for City to be changed and such entry shall be deemed or construed to be an eviction of City). Except in the case of an emergency, in the event of proposed entry by the LIBRARY to make alterations or improvements to the Premises, the Mayor and/or Council shall have a right to participate in any such decision making prior to work commencing.

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

## 21. Alterations and Improvements.

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

21.2 Non-Structural Alterations. The LIBRARY shall be entitled to make any and all non-structural alterations, additions or improvements in or to the Exclusive Areas with the City's prior approval, which shall not be unreasonably withheld. All alterations, additions, and improvements made by the LIBRARY shall be performed at the LIBRARY's cost, and shall, upon the expiration or earlier termination of the Lease, become the property of the City. The LIBRARY agrees that, on termination of the tenancy created hereunder, all improvements on the Premises, except trade fixtures that can be removed without damage to the Premises, shall remain in place and becomes the property of the City.

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

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

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

24. Hold Harmless and Indemnity/Insurance.

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

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

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

**FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISIONS ONLY, AND ONLY TO THE EXTENT OF CLAIMS UNDER SUCH INDEMNIFICATION PROVISION, THE PARTIES SPECIFICALLY WAIVE ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD-PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.**

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

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

**THE LIBRARY Initials \_\_\_\_\_**

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

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

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

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

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

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

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

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

31. Damage or Destruction; Condemnation.

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

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

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

33. Invalidity of Particular Provision. It is the intention of the Parties that each term or provision of this Lease be enforceable to the fullest extent permitted by law. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease and the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

34. Entire Agreement; Amendments. This Lease constitutes the complete agreement between THE LIBRARY and the City regarding the Premises. There are no terms, obligations, covenants or

conditions other than those contained herein. No modification or amendment of this Lease shall be valid and effective unless evidenced by an agreement in writing signed by the party to be bound.

35. Waiver. The waiver by the City of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Monthly Lease Fee by the City subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Monthly Lease Fee so accepted, regardless of City's knowledge of any breach at the time of such acceptance of Rent. City shall not be deemed to have waived any term, covenant or condition unless the City gives the LIBRARY written notice of such waiver.

36. Waiver of Subrogation. The City and LIBRARY each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. LIBRARY shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

37. Notices. All notices required under this Lease may be given by personal delivery or by certified or registered mail at the following addresses:

a. THE LIBRARY:

PO BOX

ORTING, WA 98360

b. CITY: CITY OF ORTING

PO BOX 489

ORTING, WA 98360

38. Time of the Essence. Time is of the essence in the performance of the Parties' obligations hereunder.

39. Failure to Surrender/Holdover. Except as provided below, if the LIBRARY fails to surrender the Premises on the expiration or termination of the Lease Term, the LIBRARY shall pay the City monthly rent in an amount equal to one hundred twenty-five percent (125%) of the then rental rate hereunder, plus utilities, and shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party. Nothing contained herein shall constitute the consent of the City to the holding over of the LIBRARY after the expiration or termination of this Lease. In the event that the LIBRARY and the City are in good faith negotiations over a new lease after expiration of the Lease without renewal, the Lease Term shall be deemed extended for so long as the Parties continue in good faith negotiations. Either



Party may terminate such good faith negotiations upon thirty (30) days written notice to the other Party. Upon such termination any continued occupancy of the Premises by the LIBRARY shall be considered a holder-over tenancy.

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

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

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

CITY: CITY OF ORTING

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

Its: Mayor JOSH PENNER

THE LIBRARY:

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

Its:

**Exhibit "A"**

**Description of Premises**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Springbrook Express Accounting Software.	<b>AB23-04</b>	<b>CGA</b>		
		<b>1.4.2023</b>		
	<b>Department:</b>	Finance		
	Date Submitted:	<b>12.27.2022</b>		
<b>Cost of Item:</b>	\$52,195- full year subscription cost \$20,585 2023 Subscription amount will be prorated based upon implementation date (Mar/Apr) Estimated to be 75% of total \$20,585 or <b>\$15,439.</b> Implementation one-time cost <b>\$31,710</b>			
<b>Amount Budgeted:</b>	<u>\$52,195</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>	Multiple account codes			
<b>Timeline:</b>				
<b>Submitted By:</b>	Gretchen Russo			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Springbrook Express Quote				
<b>SUMMARY STATEMENT:</b>				
<p>The current accounting, billing and permitting software needs to be replaced. This system was created over a decade ago and is based upon coding which slows down processing. This current system does not have any true monthly, quarterly or budgeting reports that facilitate the communication of the City’s financial status.</p> <p>A formal “Request for Proposal” (RFP) process was not done. Per our Purchasing policy, service contracts estimated to be less than \$50,000 no competitive process is required but staff should be able to show that the price is reasonable and the provider is qualified. The first-year’s cost will be less than \$50,000 (due to a pro-rated cost).</p> <p>In March of 2021, I reached out to multiple local cities to inquire about their financial software systems. Only two systems were mentioned – Springbrook and Tyler Technologies. After reviewing three financial system vendors for service, cost and functionality, we are recommending the award of the contract to Springbrook Express.</p> <p><b><u>Springbrook</u></b>            The Cities of Fircrest, Dupont and Milton all recommended Springbrook Express. Orting’s annual subscription cost for Spring brook is \$20,485.</p>				

**Tyler Technologies**

Tyler Technologies Munis platform was recommended by Sumner; however, their annual subscription cost is \$63,000. The City of Yelm also uses Tyler Technologies Eden program but they are planning on reviewing a new financial software system in the future.

**gWorks**

gWorks also offers a financial system; however, after talking to them it was evident that their current clients reside out of state which triggers sales tax and state financial reporting concerns. A quote was not requested because of these functionality concerns.

Springbrook rated highest in all three categories – service, cost and functionality.

**RECOMMENDED ACTION: Action:**

Move forward to January Study Session on January 18<sup>th</sup>, 2023 for Council discussion.

**FUTURE MOTION: Motion:**

To authorize the Mayor to sign a contract with Springbrook Express for their software program in an amount to not exceed \$52,195.

**Order Form:** Q-04845-1  
**Date:** 8/22/2022, 9:02 AM  
**Expires On:** 12/30/2022



**Phone:** (866) 777-0069  
**Email:** info@sprbrk.com

**Ship To:**  
 Gretchen Russo  
 Orting, WA - City of  
 110 Train St SE  
 Orting, Washington 98360  
 grusso@cityoforting.org

**Bill To:**  
 Gretchen Russo  
 Orting, WA - City of  
 110 Train St SE  
 PO Box 489  
 Orting, Washington 98360  
 grusso@cityoforting.org

Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(503) 765-8801	Net 30

#### Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Essential Subscription	USD 6,450.00	1	34.884	USD 4,200.00
Permitting Essentials Subscription	USD 5,250.00	1	49.524	USD 2,650.00
Cash Receipting Essentials Subscription	USD 4,705.00	1	38.363	USD 2,900.00
Financial Essentials Subscription	USD 5,250.00	1	20.000	USD 4,200.00
Payroll Essentials Subscription	USD 5,725.00	1	27.511	USD 4,150.00
Enterprise User Subscription	USD 265.00	9	0.000	USD 2,385.00
<b>Annual Product Pricing Total:</b>				USD 20,485.00

#### Fixed Fee Professional Services

PRODUCT	RATE	DESCRIPTION	QTY	DISC (%)	NET PRICE
Fixed Fee Professional Services	USD 8,500.00	Utility Billing Setup and Training	1	10.000	USD 7,650.00
Fixed Fee Professional Services	USD 8,000.00	Permitting Setup and Training	1	5.500	USD 7,560.00
Fixed Fee Professional Services	USD 1,500.00	Cash Receipting Setup and Training	1	40.000	USD 900.00
Fixed Fee Professional Services	USD 8,000.00	Financial Setup and Training	1	10.000	USD 7,200.00
Fixed Fee Professional Services	USD 10,500.00	Payroll Setup and Training	1	20.000	USD 8,400.00
<b>Fixed Fee Professional Services Total:</b>					USD 31,710.00

**Grand Total: USD 52,195.00**

\* excludes applicable sales tax

## Order Details

Customer Name: Orting, WA - City of

Customer Contact: Gretchen Russo

Governing Agreement(s): This Order Form is governed by the applicable terms found at:  
<https://sprbrk.app.box.com/v/express-master-agreement>

Term(s): 3 Years

## Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date")
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery\* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

\*The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users and the Customer go-live in a production environment.

## Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

### Items Ordered

### Invoice Timing

**Estimated Professional Services, On-site Professional Services, and Travel Expenses\*:**

Monthly, in arrears for services in the prior month unless specified in Special Terms.

**Fixed Fee Professional Services:**

The Effective Date of this Order Form unless specified in Special Terms.

**Managed Services:**

Annual Report Services, begin upon the Effective Date and continue through June 30th of the signed year. Specialized training services begin upon the Effective Date and continue for four (4) months. Annual Support Plus Services, begin upon the Effective Date and continue for one year.

**Hardware:**

Upon the Effective Date of this Order Form.

**Software Licenses, Subscriptions, Maintenance, and Hosting (New):**

Annually in advance upon Order Start Date.

**Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):**

Sixty (60) days in advance of the Order Start Date.

\*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.

## Special Order Terms

### Special Order Terms (if any):

Order to commence upon product delivery with an anticipated date of March 2023, contingent upon council approval in January 2023. The customer shall notify Springbrook once approval has been received. In the event customer determines that product delivery is needed prior to March of 2023, the customer may send a written request to Springbrook.



**By signing, both parties agree to the terms and conditions set forth in this agreement.**

\* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

**Springbrook Holding Company, LLC**

**Orting, WA - City of**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): Gretchen Russo

Title: \_\_\_\_\_

Title: Finance Director

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

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

Purchase Order # (if required) \_\_\_\_\_



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Retail Store Cannabis Allotment.	<b>AB23-06</b>	<b>CGA</b>		
		<b>1.4.2023</b>		
	<b>Department:</b>	Admin		
	<b>Date Submitted:</b>	<b>12.29.2022</b>		
<b>Cost of Item:</b>	\$			
<b>Amount Budgeted:</b>	\$			
<b>Unexpended Balance:</b>	\$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Kim Agfalvi, City Clerk.</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Letter from Washington State Liquor and Cannabis Board.			
<b>SUMMARY STATEMENT:</b>				
<p>The Liquor and Cannabis Board (LCB) is reaching out to cities and counties that have open retail cannabis store allotments through the Social Equity in Cannabis Program. The City of Orting received the attached letter and information because there is a cannabis retail license(s) available within our jurisdiction. Currently, there are 44 open retail allotments designated by county in Washington State for the Social Equity Program</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Discussion Item.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD.				



## Washington State Liquor and Cannabis Board

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December 29, 2022

KAGFALVI@CITYOFORTING.ORG

Re: Washington State Liquor and Cannabis Board Cannabis Social Equity Program

To Whom It May Concern:

The Liquor and Cannabis Board (LCB) is reaching out to cities and counties that have open retail cannabis store allotments through the Social Equity in Cannabis Program. You are receiving this letter and information because there is a cannabis retail license(s) available within your jurisdiction.

The legislature created the Cannabis Social Equity Program which authorizes the LCB to issue available retail licenses to social equity applicants for retail cannabis stores that were subjected to forfeiture, revocation, cancellation, or were not previously issued. Currently, there are 44 open retail allotments designated by county in Washington State for the Social Equity Program. The current open retail allotments are shown on the map found [here](#).

The LCB adopted the [final rules](#) for the program on October 12, 2022, outlining applicant requirements, the application process, and other provisions. We are in the development phase of planning and anticipate issuing licenses in late spring or summer of 2023.

### **Response Needed**

In an effort to work with jurisdictions across the State of Washington, the LCB wants to ensure we have the most accurate contact information. Please confirm the email address that is receiving this letter is the best contact for information on the program and application notifications. Additionally, let us know if there are any other email addresses you'd like to add to our contact list specifically for the Cannabis Social Equity Program.

If you have any questions, or would like more information, please feel free to reach out to Linda Thompson, Sarah Davis or Nicola Reid at [LicensingSocialEquity@lcb.wa.gov](mailto:LicensingSocialEquity@lcb.wa.gov).

Sincerely,

The Licensing Division  
Liquor and Cannabis Board  
[LicensingSocialEquity@lcb.wa.gov](mailto:LicensingSocialEquity@lcb.wa.gov)