

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL
Study Session Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
July 19th, 2023
6:00 p.m.

Deputy Mayor Gregg Bradshaw, Chair

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

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

Zoom: <https://us06web.zoom.us/j/83693127973?pwd=RzZ1QjBtWGZNYklyaWZhdmxCaTNGUT09>
Meeting ID: 836 9312 7973
Passcode: 942852

2. PRESENTATION.

- A. Legislative Updates – Joe DePinto.
- B. Orting Valley Fire and Rescue Update – Chief Zane Gibson.

3. COMMITTEE REPORTS.

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

4. STAFF REPORTS.

5. AGENDA ITEMS.

- A. **AB23-57** – Emergency Management Ordinance.
CM Gunther & CM Tracy.
- B. **AB23-60** - Comprehensive Plan Public Participation.
CM Hogan & CM Koenig.
- C. **AB23-61** – Investment Policy.
CM Hogan & CM Koenig.
- D. **AB23-62** – OMNIA Partners Purchasing Cooperative Interlocal Agreement.
CM Hogan & CM Koenig.
- E. **AB23-63** – Red Hat Days Sponsorship.
CM Hogan & CM Koenig.
- F. **AB23-64** – Deputy Mayor Selection Process.
CM Hogan & CM Koenig.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: July 26th, 2023 7:00pm

- G. AB23-65 – Social Media Policy.**
CM Hogan & CM Koenig.
- H. AB23-66 – Summerfest Sponsorship.**
CM Hogan & CM Koenig.
- I. AB23-68 – City of Roy Interlocal Agreement.**
CM Hogan & CM Koenig.
- J. AB23-69 – Commercial Use of the Right of Way (ROW).**
CM Hogan & CM Koenig.
- K. AB23-70 – Prosecution Services.**
CM Gunter & CM Tracy.
- L. AB23-71 – I & I Sewer Relining Project.**
CM Williams & CM Moore.

6. EXECUTIVE SESSION.

7. ADJOURNMENT.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB 2023-57	Public Safety	7.19.2023	7.26.2023
Ordinance No. 2023-1109 Emergency Services Code change				
	Department:	Finance		
	Date Submitted:	6.28.2023		
Cost of Item:	<u>\$ 0</u>			
Amount Budgeted:	<u>\$ 0</u>			
Unexpended Balance:	<u>\$ 0</u>			
Bars #:	N/A			
Timeline:	ASAP			
Submitted By:	Gretchen Russo/Devon			
Fiscal Note: N/A				
Attachments: Ordinance NO. 2023-1109				
SUMMARY STATEMENT:				
<p>This ordinance would amend the City’s Municipal Code Title 1, Chapter 8 Emergency Services in the following ways:</p> <ol style="list-style-type: none"> 1. Adopts the National Incident Management System (NIMS) which provides a consistent nationwide approach to prevent, prepare for, respond to and recover from emergency incidents. The adoption of this system enables the City of Orting to request reimbursement of emergency expenditures when an emergency has been declared. 2. Provides the Mayor authority to declare a Burn Ban within City Limits during exigent circumstances. 3. Clarifies the authority of emergency powers of the Mayor, City Administrator and the Emergency Management Director. 4. Correlates language in our Purchasing Policy to allow for emergency contracts. 5. Brings our penalties section in line with other EPIC jurisdictions. 				
RECOMMENDED ACTION: <u>Action:</u>				
Move Forward to the regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				

To approve Ordinance No. 2023-1109, an ordinance of the City of Orting, Washington, relating to emergency services: amending Orting Municipal Code Title 1, Chapter 8; providing for severability; and establishing an effective date.

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2023-XX

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO EMERGENCY
MANAGEMENT: AMENDING ORTING
MUNICIPAL CODE TITLE 1, CHAPTER 8;
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS the City of Orting has certain emergency management responsibilities and powers through Chapter 38.52 RCW; and

WHEREAS, the City desires to shield its citizens from the dangers of exigent disasters caused by the various forces of nature when possible; and

WHEREAS, pursuant to RCW Title 38.52 - EMERGENCY MANAGEMENT, local municipalities, via the chief executive officer of the organization, are vested with the power during exigent emergency situations to protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, the Mayor is the chief executive officer of the City of Orting; and

WHEREAS, the Council affirms the authority vested in the Mayor under RCW Title 38.52 and the Mayor's authority to declare an emergency within City limits when necessary; and

WHEREAS, the City Council recognizes the need for the City to undertake immediate action during exigent emergencies such as those that exist when extreme heat, drought, and weather create an urgent threat of fire danger to its citizens; and

WHEREAS, it is necessary and desirable that all Federal, State, Local and Tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local and tribal organizations utilize standardize consolidate action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a nationwide

approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS the collective input and guidance from all Federal, State, local and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive National Incident Management System (NIMS); and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the State’s ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the State including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command system;

WHEREAS, the City desires to update its regulations for Emergency Management to create a cohesive code;

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

Section 1. Amendment. Orting Municipal Code 1-8 is hereby amended as follows:

1-8-1: CREATION; PURPOSE:

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for mitigation, preparedness, response and recovery for persons and property within the city of Orting in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of the city of Orting with the county and other affected public agencies and private persons, corporations and organizations.

1-8-2: PREPARATION FOR EMERGENCIES

It is the policy of the city of Orting to make effective preparation and use of manpower, resources, and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies, by their very nature, may disrupt or destroy existing systems and the capability of the city of Orting to respond to protect life, public health and public property. Therefore, citizens are advised to be prepared to be on their own for up to 96 hours should an emergency or disaster occur.

1-8-3: DISASTER AND EMERGENCY POWERS

A. THE MAYOR

In the event of a disaster or emergency, and after consulting with the director, the mayor is

authorized to proclaim a disaster or state of emergency, request that the county executive or Governor proclaim a state of emergency when in the opinion of the mayor the resources of the area or region are inadequate to cope with the disaster, and call and conduct any emergency meetings of the city council as deemed appropriate. In the absence of the mayor, the deputy mayor may declare an emergency and issues orders, and in the absence of the mayor pro tem, the city administrator may declare an emergency and issue orders. The authority granted to the mayor in this chapter is in addition to and not in limitation of other policies allowing the mayor to declare an emergency and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW.

B. THE CITY ADMINISTRATOR

In the event of a proclamation of a disaster or state of emergency by the mayor, county executive, or governor, the city administrator is hereby empowered:

- (1) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster;
- (2) To request the county executive or governor to proclaim a state of emergency when, in the opinion of the city administrator, the resources of the area or region are inadequate to cope with the disaster;
- (3) To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the city of Orting for the fair value thereof, and, if required immediately, to commandeer the same for public use;
- (4) To control and direct the efforts of the emergency management organization of the city of Orting for the accomplishment of the purposes of this chapter;
- (5) To require emergency services of any city of Orting officer or employee and to command the aid of as many citizens of the city of Orting as may be deemed necessary in the execution of the purposes of this chapter; and such persons to be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency workers;
- (6) To requisition necessary personnel or material of any city of Orting department or agency;
- (7) To execute all of the special powers conferred upon the mayor by this chapter, by any other statute, agreement or lawful authority, as necessary;
- (8) To take any action necessary to accomplish the purpose or policy of this chapter, the provisions of the comprehensive emergency management plan, or the provisions of Chapter 38.52 RCW.

C. UNAVAILABILITY OF MAYOR OR CITY ADMINISTRATOR

- (1) In the event that the mayor is unavailable to proclaim a disaster or state of emergency or

carry out the functions required by this chapter, the deputy mayor shall act in his or her place, and, in the event that the deputy mayor is not available, then the next available councilmember with the longest period of consecutive service shall perform the functions required by this chapter.

(2) In the event that the city administrator is unavailable to perform the functions of this chapter, the person designated by city policy to act as city administrator in the absence of the city administrator shall perform the functions required of this chapter.

D. THE EMERGENCY MANAGEMENT DIRECTOR

The emergency management director is hereby empowered:

(1) To request the mayor to proclaim a disaster or state of emergency and the termination thereof;

(2) To direct coordination and cooperation between divisions, services and staff of the departments and services of the city of Orting in carrying out the provisions of the comprehensive emergency management plan, and to resolve questions of authority and responsibility that may arise between them;

(3) To recommend for adoption by the city council emergency management plans and mutual aid agreements;

(4) To represent the emergency management organization of the city of Orting in dealing with issues pertaining to emergency management;

(5) To prepare and maintain the comprehensive emergency management plan of the city of Orting and manage the day-to-day responsibilities of the emergency management program activities of the city of Orting;

(6) To take any action necessary to accomplish the purpose or policy of this chapter, the provisions of the comprehensive emergency management plan, or the provisions of Chapter 38.52 RCW.

1-8-4: ADOPTION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

NIMS has been identified by the Federal Government as being the requisite emergency management system for all political subdivisions and NIMS training is required under Homeland Security Presidential Directive (HSPD-5) to receive federal funding, contracts, grants, training and reimbursement of disaster recovery costs.

Staff who are responsible for emergency management will be trained in NIMS and will train and exercise the Incident Command System (ICS) and use it in their response operations.

1-8-5: PROCLAMATION OF EMERGENCY:

A. Proclamation By mayor: Whenever an emergency as defined herein, or the imminent threat thereof, occurs in the City and results in, or threatens to result in the death or injury of persons

or the destruction of or damage to property to such extent as to require, in the judgment of the mayor, extraordinary measures to protect the public peace, safety and welfare, the mayor may proclaim in writing the existence of a civil emergency.

For the purposes of this chapter an EMERGENCY shall mean:

1. A riot, unlawful assembly, insurrection, enemy attack, sabotage, or other hostile action; or
2. A natural or human-caused disaster, including fire, flood, storm, explosion, earthquake, volcanic disturbance or other natural cause; or
3. An event or set of circumstances that demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken neighborhood overtaken by such occurrences;
4. Any emergency or disaster as defined by RCW 38.52.010.

Proclamations of civil emergencies issued by the mayor shall as soon as practicable be filed with the city clerk and presented to the City Council for ratification and confirmation, modification or rejection. Proclamations which are rejected shall, after vote, be void. Proclamations shall be considered in full force and effect until the City Council shall act to ratify.

B. In addition to or as an alternative to those emergency powers prescribed by this chapter upon the declaration of a civil emergency upon proclamation of a state of emergency or disaster by the governor or county executive pursuant to chapter 43.06 RCW and chapter 38.52 RCW, the Mayor shall have the authority to exercise authority all emergency powers and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW.

C. In addition to those emergency powers prescribed by this chapter, the Mayor may impose a prohibition on the use of open fires within the City of Orting to limit potential adverse impacts to human life and property in response to an emergency condition due to unusual fire danger within the City. This authority is concurrent with the authority vested in the City's Fire Marshal and operates concurrently with the authorities of the clean air agencies and fire authorities applicable to the state, county and City. A declaration and associated prohibition issued pursuant hereto shall comply with the requirements of Section 1-8-8(B).

1-8-6: EMERGENCY CONTRACTS:

The city council, city administrator, or director is authorized to enter into contracts and incur obligations necessary to carry out the purposes or policies of this chapter or the provisions of the comprehensive emergency management plan in light of the exigencies of the emergency without regard to time-consuming procedures and formalities proscribed by law (excepting mandatory constitutional requirements), including but not limited to budget law limitations, requirements of competitive bidding and publication of notices, provisions pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes, and the appropriation and expenditure of public funds.

1-8-7: VIOLATION; PENALTY:

- A. It shall be a violation of this chapter to:
 1. Willfully obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon such member by virtue of this chapter;

2. Perform any act forbidden by any lawful rule or regulation issued pursuant to this chapter if such act is of such a nature as to imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense of protection thereof; or
3. Wear, carry or display, without authority, any means of identification specified by the emergency management agency of the city.

B. Violations of a declaration of civil emergency issued pursuant to this chapter or of a subsequent emergency order issued pursuant this chapter, or any other order or directive given by a law enforcement officer or designated emergency services personnel pursuant to authority of such declaration or orders, shall be punishable pursuant to under section [1-4-1](#) of this code as follows:

1. A violation of this chapter shall constitute a misdemeanor, and any person committing such violation shall be punished by a term of 90 days in jail or a \$1,000 fine, or both such jail and fine.
2. Any person who commits a second violation of this chapter within a one-year period shall be guilty of a gross misdemeanor punishable by one year in jail or a \$5,000 fine or both such fine and imprisonment.

1-8- 8: IMMUNITY:

There shall be no liability on the part of any person, partnership, corporation, the state of Washington or any political subdivision thereof who owns or maintains any buildings or premises that have been designated by the Director as a disaster shelter for any injuries sustained by any person while in or upon said building or premises as a result of the condition of said building or premises or as a result of any act or omission, or in any way arising from the designation of such premises as a shelter, provided such person has entered, gone upon or into said building or premises for the purpose of seeking refuge therein during a disaster; provided further, however, that this section shall not apply to the willful acts of such owner or occupant or his or her servants, agents, or employees. This section shall also apply to any practice drill authorized pursuant to this chapter.

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 take effect immediately and shall be published in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 26TH DAY OF JULY, 2023.

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.

CHAPTER 8

~~EMERGENCY SERVICES DEPARTMENT~~

SECTION:

~~1-8-1: Creation; Purpose~~

~~1-8-2: Director Of Emergency Services~~

~~1-8-3: Copy Of Ordinance To State~~

~~1-8-4: Proclamation Of Emergency~~

~~1-8-5: Violation; Penalty~~

~~1-8-6: Immunity~~

1-8-1: CREATION; PURPOSE:

~~There is hereby created the Department of Emergency Services. The purpose of said Department shall be to formulate such rules and regulations as are necessary to help the City prepare for and deal with an emergency or disaster of the magnitude referred to in the preamble of Ordinance 557 codified in this Chapter.~~

~~(1973 Code § 2.36.010; amd. Ord. 2020-1060, 4-29-2020)~~

~~1-8-2: DIRECTOR OF EMERGENCY SERVICES:~~

~~—A. Position Created; Appointment: There is hereby created the position of the Director of the Emergency Services Department. The Director shall be appointed by the Mayor subject to confirmation by the City Council.~~

~~—B. Duties And Responsibilities: The Director of the Emergency Services Department shall be directly responsible to the Mayor and said Director shall be responsible for the organization, administration, and operation of the Department of Emergency Services. The Director of the Department of Emergency Services shall promulgate such rules and regulations as are necessary in order to prepare the City for dealing with an emergency or disaster as described in the preamble to Ordinance 557 codified in this Chapter. All rules and regulations so promulgated shall be approved by the Mayor prior to becoming effective.~~

~~(1973 Code § 2.36.020; amd. Ord. 2020-1060, 4-29-2020)~~

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for mitigation, preparedness, response and recovery for persons and property within the city of Orting in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of the city of Orting with the county and other affected public agencies and private persons, corporations and organizations.

1-8-2: PREPARATION FOR EMERGENCIES

It is the policy of the city of Orting to make effective preparation and use of manpower, resources, and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies, by their very nature, may disrupt or destroy existing systems and the capability of the city of Orting to respond to protect life, public health and public property. Therefore, citizens are advised to be prepared to be on their own for up to 96 hours should an emergency or disaster occur.

1-8-3: COPY OF ORDINANCE TO STATE; DISASTER AND EMERGENCY POWERS

~~A certified copy of Ordinance 557 codified in this Chapter shall be sent to the Director of the Washington State Emergency Services Council and the Director of the Emergency Services Department shall coordinate his efforts with that of the Director of the Washington State Emergency Services Council.~~

~~(1973 Code § 2.36.030; amd. Ord. 2020-1060, 4-29-2020)~~

A. THE MAYOR

In the event of a disaster or emergency, and after consulting with the director, the mayor is authorized to proclaim a disaster or state of emergency, request that the county executive or Governor proclaim a state of emergency when in the opinion of the mayor the resources of the area or region are inadequate to cope with the disaster, and call and conduct any emergency meetings of the city council as deemed appropriate. In the absence of the mayor, the deputy mayor may declare an emergency and issues orders, and in the absence of the mayor pro tem, the city administrator may declare an emergency and issue orders. The authority granted to the mayor in this chapter is in addition to and not in limitation of other policies allowing the mayor to declare an emergency and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW.

B. THE CITY ADMINISTRATOR

In the event of a proclamation of a disaster or state of emergency by the mayor, county executive, or governor, the city administrator is hereby empowered:

(1-) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster;

(2) To request the county executive or governor to proclaim a state of emergency when, in the opinion of the city administrator, the resources of the area or region are inadequate to cope with the disaster;

(3) To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the city of Orting for the fair value thereof, and, if required immediately, to commandeer the same for public use;

(4) To control and direct the efforts of the emergency management organization of the city of Orting for the accomplishment of the purposes of this chapter;

(5) To require emergency services of any city of Orting officer or employee and to command the aid of as many citizens of the city of Orting as may be deemed necessary in the execution of the purposes of this chapter; and such persons to be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency workers;

(6) To requisition necessary personnel or material of any city of Orting department or agency;

(7) To execute all of the special powers conferred upon the mayor by this chapter, by any other statute, agreement or lawful authority, as necessary;

(8) To take any action necessary to accomplish the purpose or policy of this chapter, the provisions of the comprehensive emergency management plan, or the provisions of Chapter 38.52 RCW.

C. UNAVAILABILITY OF MAYOR OR CITY ADMINISTRATOR

(1) In the event that the mayor is unavailable to proclaim a disaster or state of emergency or carry out the functions required by this chapter, the deputy mayor shall act in his or her place, and, in the event that the deputy mayor is not available, then the next available councilmember with the longest period of consecutive service shall perform the functions required by this chapter.

(2) In the event that the city administrator is unavailable to perform the functions of this chapter, the person designated by city policy to act as city administrator in the absence of the city administrator shall perform the functions required of this chapter.

D. THE EMERGENCY MANAGEMENT DIRECTOR

The emergency management director is hereby empowered:

(1) To request the mayor to proclaim a disaster or state of emergency and the termination thereof;

(2) To direct coordination and cooperation between divisions, services and staff of the departments and services of the city of Orting in carrying out the provisions of the comprehensive emergency management plan, and to resolve questions of authority and responsibility that may arise between them;

(3) To recommend for adoption by the city council emergency management plans and mutual aid agreements;

(4) To represent the emergency management organization of the city of Orting in dealing with issues pertaining to emergency management;

(5) To prepare and maintain the comprehensive emergency management plan of the city of Orting and manage the day-to-day responsibilities of the emergency management program activities of the city of Orting;

(6) To take any action necessary to accomplish the purpose or policy of this chapter, the provisions of the comprehensive emergency management plan, or the provisions of Chapter 38.52 RCW.

1-8-4: ADOPTION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

NIMS has been identified by the Federal Government as being the requisite emergency management system for all political subdivisions and NIMS training is required under Homeland Security Presidential Directive (HSPD-5) to receive federal funding, contracts, grants, training and reimbursement of disaster recovery costs.

Staff who are responsible for emergency management will be trained in NIMS and will train and exercise the Incident Command System (ICS) and use it in their response operations.

1-8-45: PROCLAMATION OF EMERGENCY: _

—A. Proclamation By ~~Mayor~~mayor: Whenever an emergency as defined herein, or the imminent threat thereof, occurs in the City and results in, or threatens to result in the death or injury of persons or the destruction of or damage to property to such extent as to require, in the judgment of the ~~Mayor~~mayor, extraordinary measures to protect the public peace, safety and welfare, the ~~Mayor~~mayor may proclaim in writing the existence of a civil emergency. ~~In the absence of the Mayor, the Deputy Mayor may declare an emergency and issue orders, and in the absence of the Mayor Pro Tem, the City Manager may declare an emergency and issue orders. The authority granted to the Mayor in this chapter is in addition to and not in limitation of other policies allowing the Mayor to declare an emergency and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW.~~

— For the purposes of this chapter an EMERGENCY shall mean:

 —1. A riot, unlawful assembly, insurrection, enemy attack, sabotage, or other hostile action; or

 —2. A natural or human-caused disaster, including fire, flood, storm, explosion, earthquake, volcanic disturbance or other natural cause; or

 —3. An event or set of circumstances that demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken neighborhood overtaken by such occurrences;

 —4. Any emergency or disaster as defined by RCW 38.52.010.

—Proclamations of civil emergencies issued by the ~~Mayor~~mayor shall as soon as practicable be filed with the ~~City Clerk~~city clerk and presented to the City Council for ratification and confirmation, modification or rejection. Proclamations which are rejected shall, after vote, be void. Proclamations shall be considered in full force and effect until the City Council shall act to ratify.

—B. In addition to or as an alternative to those emergency powers prescribed by this chapter upon the declaration of a civil emergency upon proclamation of a state of emergency or disaster by the ~~Governor~~governor or ~~County Executive~~county executive pursuant to chapter 43.06 RCW and chapter 38.52 RCW, the Mayor shall have the authority to exercise authority all emergency powers and take action necessary to deal with such emergency, including but not limited to those powers set forth in Chapter 38.52 RCW. (~~Ord. 2020-1060, 4-29-2020~~)

C. In addition to those emergency powers prescribed by this chapter, the Mayor may impose a prohibition on the use of open fires within the City of Orting to limit potential adverse impacts to human life and property in response to an emergency condition due to unusual fire danger within the City. This authority is concurrent with the authority vested in the City's Fire Marshal and operates concurrently with the authorities of the clean air agencies and fire authorities applicable to the state, county and City. A declaration and associated prohibition issued pursuant hereto shall comply with the requirements of

Section 1-8-8(B).

1-8-6:

~~1-8-5: VIOLATION; PENALTY:~~

~~— EMERGENCY CONTRACTS:~~

~~The city council, city administrator, or director is authorized to enter into contracts and incur obligations necessary to carry out the purposes or policies of this chapter or the provisions of the comprehensive emergency management plan in light of the exigencies of the emergency without regard to time-consuming procedures and formalities proscribed by law (excepting mandatory constitutional requirements), including but not limited to budget law limitations, requirements of competitive bidding and publication of notices, provisions pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes, and the appropriation and expenditure of public funds.~~

1-8-7: VIOLATION; PENALTY:

A. It shall be a violation of this chapter to:

- ~~—~~1. Willfully obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon such member by virtue of this chapter;
- ~~—~~2. Perform any act forbidden by any lawful rule or regulation issued pursuant to this chapter if such act is of such a nature as to imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense of protection thereof; or
- ~~—~~3. Wear, carry or display, without authority, any means of identification specified by the emergency management agency of the city.

~~—~~
B. Violations of a declaration of civil emergency issued pursuant to this chapter or of a subsequent emergency order issued pursuant this chapter, or any other order or directive given by a law enforcement officer or designated emergency services personnel pursuant to authority of such declaration or orders, shall be punishable pursuant to under ~~sections 1-4-1 and 1-4-2~~ section 1-4-1 of this code as follows:

- ~~—~~1. ~~The first~~A violation ~~within a one-year period of this chapter~~ shall constitute a ~~class four (4) civil infraction, punishable~~ misdemeanor, and any person committing such violation shall be punished by a term of 90 days in jail or a \$1,000 fine ~~not to exceed sixty dollars (\$60.00), not including statutory assessments, or both such jail and fine.~~
- ~~—~~2. ~~A~~ Any person who commits a second violation within a one-year period shall constitute a class three (3) civil infraction, punishable by a fine not to exceed one hundred twenty dollars (\$120.00), not including statutory assessments.
- ~~—~~3. ~~A third violation and each violation thereafter of this chapter~~ within a one-year period shall be guilty of a gross misdemeanor, punishable by one year in jail or a \$5,000 fine not to exceed one thousand dollars (\$1,000.00) or imprisonment for up to ninety (90) days in jail, or by or both such fine and imprisonment. (~~Ord. 2020-1060, 4-29-2020~~)

1-8-~~6~~8: IMMUNITY:

There shall be no liability on the part of any person, partnership, corporation, the state of Washington or any political subdivision thereof who owns or maintains any buildings or premises that have been designated by the Director as a disaster shelter for any injuries sustained by any person while in or upon said building or premises as a result of the condition of said building or premises or as a result of any act or omission, or in any way arising from the designation of such premises as a shelter, provided such person has entered, gone upon or into said building or premises for the purpose of seeking refuge therein during a disaster; provided further, however, that this section shall not apply to the willful acts of such owner or occupant or his or her servants, agents, or employees. This section shall also apply to any practice drill authorized pursuant to this chapter. ~~(Ord. 2020-1060, 4-29-2020)~~



City Of Orting Council Agenda Summary Sheet

Subject:		Committee	Study Session	Council
Comprehensive Plan Update and Public Participation Process	AB23-60	N/A		
		7.5.2023	7.19.2023	7.26.2023
	Department:	CGA/Planning		
	Date Submitted:	6.28.2023		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:				
Timeline:	July 2023			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: 2023 Legislative Amendments to the GMA Memo, Resolution No. 2023-13				
SUMMARY STATEMENT:				
<p>The Comprehensive Plan Periodic Update is in progress. The contract City Planner has provided two documents for council to review. The first is a memorandum outlining changes the state legislature made in 2023 to the GMA, especially housing policies, and the Planners recommendations of how to address these changes in Orting’s Comprehensive Plan.</p> <p>The second item is a resolution outlining a proposed Public Participation Plan, and amending how we will be taking comprehensive plan amendments during the update process. The Public Participation Exhibit outlines the process and objectives for involving the public in the City of Orting’s update of its Comprehensive Plan.</p> <p>The Public Participation Plan aims to meet the requirements of the Washington State Growth Management Act and ensures that the community is well-informed and engaged in the decision-making process. The plan identifies various audiences, including individuals, community organizations, and governmental groups, and describes methods and tools for public participation, such as public workshops, surveys, and community conversations. The plan also outlines the processing requirements and protocols, including study sessions, public hearings, and the involvement of the Planning Commission and City Council in reviewing and recommending amendments to the Comprehensive Plan.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to the regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
Motion to adopt Resolution No. 2023-13, a resolution of the City of Orting, Washington, beginning the comprehensive plan periodic update project and adopting a public participation plan for the update.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-13**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON BEGINNING THE COMPREHENSIVE
PLAN PERIODIC UPDATE PROJECT AND
ADOPTING A PUBLIC PARTICIPATION PLAN FOR
THE UPDATE**

WHEREAS, the City of Orting must plan under the State of Washington’s Growth Management Act (GMA) and a “periodic” review and update of the comprehensive plan is due on or before December 31, 2024 and is required every ten years thereafter; and

WHEREAS, the City’s Comprehensive Plan was last adopted following an amendment in January 2023 as Ord. 2023-1104 and includes the following elements: Land Use, Housing, Transportation, Economic Development, Shoreline Management, Capital Facilities, and Utilities.

WHEREAS, all elements of the Comprehensive Plan shall be consistent with each other, the Pierce County Countywide Planning Policies, PSRC Vision 2050, and the Growth Management Act; and

WHEREAS, Washington State has new regulations that require updates to the plan that include an equity lens applied to all goals and policies, provisions to plan for and accommodate low-income housing throughout State designated bands of income, and active engagement with Tribes; and

WHEREAS, the City seeks to facilitate early and continuous public participation in accordance with *RCW 36.70A.140*; and

WHEREAS, the City will use many tools and resources to evaluate and identify what updates are required including Washington State Department of Commerce compliance checklists and the PSRC Plan Review Manual and Checklists; and

WHEREAS, the City typically opens the Comprehensive Plan to annual revisions via a formal docketing process, and usually accepts applications for such amendments during the months of January and February; and

WHEREAS, the City will engage and inform the public throughout the update process.

NOW, THEREFORE, the city council of the city of Orting, Washington, do resolve as follows:

Section 1. The City hereby provides this official notice to the public that the process to conduct a Comprehensive Plan Periodic Update is hereby initiated. Notice is further given that no applications for “annual amendments” will be accepted in 2023 or 2024.

Section 2. The City sets out the following general phased schedule for the update process (which is subject to change):

2023 Q2-Q4	Public Workshop
2024 Q1	Prepare First Complete Draft of the Plan
2024 Q3	Prepare Final Draft of the Comprehensive Plan
2024 Q1-Q3	Development Regulations Update
2024 Q3	SEPA Environmental Review
2024 Q3-Q4	Final Review, Noticing and Adoption

Section 3. The City adopts the Comprehensive Plan Periodic Update – Public Participation Plan document which is attached to this Resolution at Exhibit A,

PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 26TH DAY OF JULY, 2023.

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

Physical address: 104 Bridge Street
Orting, WA 98360
Mailing Address: PO Box 489
Orting, WA 98360

Phone: (360) 893-2219
www.cityoforting.org

COMPREHENSIVE PLAN PERIODIC UPDATE PUBLIC PARTICIPATION PLAN

The GMA requires early and continuous public participation in the Comprehensive Plan and Municipal Code Update in RCW 36.70A.140. This document sets out how this requirement will be implemented for the Comprehensive Plan update process. It is important to provide a full picture of how the City will conduct public engagement activities so that the public is well-informed of opportunities for involvement and to understand the decision-making process.

1 INTRODUCTION

This Public Participation Plan (PPP) outlines the timeline, process, and outcomes for public participation in the City of Orting's Comprehensive Plan periodic update process. This periodic update is required by the Washington State Growth Management Act (GMA). State law (RCW 36.70A.140) also requires the creation of a public participation plan as part of the GMA periodic update process.

The periodic update will include a review of both the City's comprehensive Plan and Development Code to ensure consistency with the most current requirements under state law. Because these documents are so far-reaching in scope, this plan will strive to create a variety of opportunities to reach as many audiences in the community as possible. There will be multiple opportunities and methods to learn about the update, and to provide input.

1.2 Objectives

Stakeholders will have multiple opportunities to participate in the process and provide input on the City's Comprehensive Plan as it is being updated. The public participation effort is intended to achieve specific desired outcomes, which include:

- Meeting the public participation goals of the Growth Management Act;
- Offering engaging opportunities to the Orting community to participate in planning and comment on the future of the city;

- Providing clear information to the public on the basic concepts of GMA, the local planning process, and how their own participation can affect local plans and regulations;
- Informing the public on how to and when to get involved and understand how their input is used;
- Informing the public as to the requirements set forth in the Pierce County Countywide Planning Policies, the PSRC Vision 2050 Plan, and so forth as well as recent legislative changes and requirements for GMA compliance set forth by the State;
- Asking questions of the community in order to gain new insights about Orting and inform choices about the Comprehensive Plan polices, regulations, and implementation strategies.
- Seeking broad participation of interested groups and individuals to capture differing viewpoints;
- Utilizing a transparent process which clearly documents all public input and makes it available for any and all to review; and
- Holding accessible, convenient participation events and public meetings, and create participation opportunities for those who cannot attend;
- Pursuing accessibility for all community members and interested parties within the public participation process; and
- Ensuring that elected officials, appointed officials, and City staff understand and consider community and stakeholder input, and;
- Using a variety of participation methods (such as meetings, media, social media, mailers, etc.) to offer all residents a variety of ways to participate.

2 AUDIENCES

Affected parties may include individual residents, those who work in Orting, community groups, private investors and developers, as well as public sector groups like government councils and districts for services such as schools and utilities. Understanding who the stakeholders in the periodic update process are will better help the City to understand and respond to the needs of the community. Each group or individual will have their own needs and preferences when it comes to the public participation process.

2.1 The Public

Individuals

Individual stakeholders in the update process generally consist of those who live, work, or have a financial interest in the City of Orting. Other interested individuals may include people who visit the city regularly such as those who live within the Orting School District, and those who live in neighboring areas outside the city. Surveys, comment forms, and public meetings or workshops are appropriate tools for reaching individuals.

- Residents
- Property Owners
- Employees
- Business Owners
- Developers

Community Organizations

Community organizations are valuable partners in the public participation process, as they often have deeply rooted connections in the community. Often, they serve groups with specific needs, such as youths and seniors. Many community members may be more comfortable engaging through a group they are already familiar with. Partnering with these organizations in an excellent way to reach people who may otherwise not

participate in the periodic update process. One of the best ways to utilize these organizations is for City staff and elected officials to attend events held by an organization and collect input.

- Faith-Based Organizations
- Student Groups
- Senior Organizations
- Philanthropic Groups
- Veteran Organizations

2.2 Governmental and Quasigovernmental Groups

Input will be needed from both internal (i.e. City boards and commissions) and external governmental and quasigovernmental groups. External groups may include entities like school and utility districts. In general, any body providing services to Orting residents, or entities involved in decision-making should be included in the process.

- Orting School District
- Civil Service Commission
- Parks Advisory Board
- Planning Commission

3 METHODS AND TOOLS

The public participation process should be approached with the understanding that no one method will reach every stakeholder or interested party. With this in mind, the City should employ as many methods as possible in order to create the most equitable and accessible process. Stakeholders should be provided with a combination of opportunities to give both written and spoken comment. Information should be provided through a variety of outlets, such as mailed letters and the City website.

- Public workshops
- Website
- Bilingual communication as needed
- Direct mailings and public notices
- Comment forms
- Media releases
- Meetings with interest groups
- Written Comment

3.1 Public Workshop – Project Kickoff

A single public workshop will allow the City to introduce the update process and seek initial feedback from the community on their priorities, reactions to plan alternatives, and explain decisions the City makes. The City may use common workshop tools such as comment forms, presentations, and interactive activities.

The City will introduce the update effort in a public setting and identify the scope of the Update process and the underlying regulatory requirements. An anticipated schedule of Update tasks will be provided to facilitate public involvement throughout the process. The public will be encouraged to provide high-level feedback that can be used to guide the Update process, with more detailed and content-specific feedback to be provided in subsequent Workshops.

3.2 Community Conversations

The City will host Comprehensive Plan Update information booths at three different community events throughout the process. These information booths will provide an opportunity to engage with the public in discussions about the Comprehensive Plan Update in a relaxed and informal manner.

3.3 Public Survey

The City will develop and advertise a public survey to solicit public feedback on the Periodic Update. The survey will be hosted on an online service and the questions will be focused to ask respondents personal questions about their experiences and preferences, without being too abstract or open-ended.

4 PROCESSING REQUIREMENTS AND PROTOCOLS

Adoption of the City's Comprehensive Plan is a "Type 5" (Legislative) action in accordance with Orting Municipal Code (OMC) Table 15-4-1 and the procedures for adoption for amendments are set out in OMC 15-12-5, and those processes are to be used except: the "Docketing Process" as outlined in subsection B does not apply for the years 2023 or 2024 for because there will be no amendment dockets (in order to allow the Periodic Update process to receive due consideration and focus).

- Study sessions will occur before the Planning Commission in order to review individual chapters or sections of the Plan
- The Planning Commission will hold at least one public hearing on the proposed Comprehensive Plan Amendments as prepared for the Periodic Update process; written and oral testimony will be accepted all public hearings
- The Planning Commission public hearing(s) will occur *after* a SEPA Threshold Decision is made by the City's Responsible Official
- Study sessions will occur before the City Council in order to review the recommendation of the Planning Commission

Planning Commission Meetings

The Planning Commission will provide primary guidance on the Comprehensive Plan update process, including information about the scope of work, schedule, and proposed amendments, at meetings that are open to the public. These meetings provide a forum for in-depth information exchange in an educational environment to give stakeholders a meaningful role in steering the project toward success. The schedule for these meetings will be posted at City Hall, posted on the City's website, and distributed by email.

Comprehensive Plan Update Contact List

Anyone wishing to be included on the email list for the project may mail their contact information to:

City of Orting – Comprehensive Plan Update Project
104 Bridge St. S
PO Box 489
Orting, WA 98360

Or email contact information to: **Planner@cityoforting.org**



PROJECT MEMO

TO:	Scott Larson	DATE:	June 26, 2023
FROM:	Nicole Stickney Tri-Cities - (509) 380-5883	PROJECT NO.:	2230242.30
		PROJECT NAME:	Orting Comprehensive Plan Periodic Update
SUBJECT:	2023 Legislative Amendments to the GMA and Recommendations		

This memo supplements our previous memo (Dated June 16, 2023 “Gap Analysis (Task 1)”) and lists out the various GMA amendments and planning requirements for the City of Orting that were passed in the legislative session that ended earlier this year (2023).

We have only included the items which are applicable to Orting. Many of these changes are rather significant and so they are important to document at this time and this memo could be shared widely to the Planning Commission, City Council, and others seeking to understand the ramifications of the policy changes or shifts.

At the end of this memo, we also list out the other notable bills that were passed last year (and were included in the Commerce checklist attached to our previous memo) for tracking purposes.

HOUSE BILL 1042¹: THE CREATION OF ADDITIONAL HOUSING UNITS IN EXISTING BUILDINGS

Description: *Amends RCW 36.70B to allow conversion of existing commercial buildings to residential uses and offer increases in density.* The bill prohibits cities from denying a permit application for the addition of housing units within an existing multifamily or commercial building due to nonconformity with height, setback, parking, modulation, or elevator size *unless* it is a building code of life safety issue. When new residential units are proposed completely within an existing multifamily or commercial building, cities **must** allow a density bonus of 50% more than the zone otherwise allows. Further, cities may not require the addition of parking spaces, permitting requirements, or design standards not applied to all residential development in the zone, and may not impose exterior design or architectural requirements to the building. Cities also may not require a transportation concurrency study or SEPA review based on the addition of housing units within an existing building.

(Note: The state building code council is likewise required to adopt an amendment to the energy code that waives the requirement for the unchanged portions of an existing building to comply with the current energy code when additional housing units are added to the building.)

Discussion: This applies only in zones that allow multifamily housing. In this context “existing building” is a building that received a certificate of occupancy at least 3 years prior to an application to add housing units.

Recommendation: Revisions to Table 1, Development Standards in OMC 13-5-1 should be made; consider adding a footnote to the “Maximum density” column for the applicable zones (i.e. RMF and any other zones where multi family residential is an allowed use). Changes to Title 10, Building and Construction, may also be warranted.

¹ Descriptions in this memo are chiefly from (or adapted from) the Washington State Dept. of Commerce document “Growth Management Act Amendments 1995-2023” provided by the Growth Management Services Division

HOUSE BILL 1181: IMPROVING THE STATE'S CLIMATE RESPONSE THROUGH UPDATES TO THE STATE'S PLANNING FRAMEWORK

Description: **Climate Change and Resiliency** has been added as the 14th GMA goal. The city is required to:

- Add a greenhouse gas emissions reduction sub-element. The sub-element and implementing development regulations must identify actions the jurisdiction will take that will Result in reductions in overall GHG emissions generated by the transportation and land use systems within the jurisdiction but without increasing emissions elsewhere; result in reductions in vehicle miles traveled within the jurisdictions but without increasing emissions elsewhere; and prioritize reductions that would benefit overburdened communities in order to maximize the co-benefits of reduced air pollution and environmental justice.
- Add a resiliency sub-element. This requirement can be satisfied by adopting by reference a FEMA natural hazard mitigation plan that is in substantial conformance with this sub-element.
- Update the land use, capital facilities, park and recreation, utilities, and transportation elements to include certain climate change related topics, including a prohibition on denying a development permit because a project may cause the transportation level of service to fall below the minimum standard where multimodal mitigation is possible.
- Include consideration of environmental justice in order to avoid worsening environmental health disparities.

Discussion: Under HB 1170, Ecology is required to update and publish a statewide climate resilience strategy

Recommendation: AHBL will draft proposed new language that the city could incorporate into its Comprehensive Plan as a part of the periodic update process. Further, AHBL will move previous language (discussion, goals, policies, etc.) pertaining to the environment and hazards into a new Element in which the new sub-elements will be organized under called "Natural Environment."

HOUSE BILL 1216: CLEAN ENERGY SITING

Description: A new type of project designation was established: "Clean Energy Projects of Statewide Significance (CEPSS)". The department of Ecology is responsible for coordinating an optional coordinated permitted process for CEPSS projects. Cities (and counties) with development projects determined as eligible for the coordinated permit process within their jurisdiction **must** enter into an agreement with Ecology or the project proponent for expediting the completion of projects, including expedited permit process and environmental review processing.

The bill also directs lead agencies to complete an EIS for CEPSS projects within 24 months of a threshold determination and requires them to work collaboratively with agencies that have actions requiring SEPA review for the project to develop a schedule that includes a list of agency responsibilities, actions, and deadlines. The bill makes other SEPA changes related to the process of environmental review for CEPSS projects.

During a review of a project to construct or improve electric generation, transmission, or distribution facilities, a local government **may not require** a project applicant to demonstrate the necessity or utility of the project, other than to require as part of the completed project application the submission of documentation required by the

Federal Energy Regulatory Commission or other federal agencies with regulatory authority over electric power transmission and distribution needs, or the Utilities and Transportation Commission.

(Also note: a county additionally may not prohibit the installation of wind and solar resource evaluation equipment necessary for the design and environmental planning of a renewable energy project.)

Recommendation: AHBL will draft proposed new language that the city could incorporate into its Comprehensive Plan referring to this new project type. The city should additionally consider amendments to the Zoning Code and applicable sections of Title 15, Chapter 14 “Environmental Review” addressing exemptions for CEPSS projects.

HOUSE BILL 1293: STREAMLINING DEVELOPMENT REGULATIONS

Description: This bill clarifies design and project review standards and encourages expedited review of affordable dwelling units. The legislature directs that the city must have in place clear, objective, and understandable design review procedures and standards governing the exterior design of all new development. The term “design review” is further defined in statute. Design review (*defined as: “a formally adopted local government process by which projects are reviewed for compliance with design standards for the type of use adopted through local ordinance”*) of development projects must be reviewed concurrently with two or more project permits associated with the proposal and are limited to one public meeting.

The bill also added language to Ch. 36.70B RCW (Local Project Review Act) **encouraging** jurisdictions to consider prompt, coordinated, and expedited project review of general project permits and specifically projects that include affordable housing.

Discussion: It appears that Orting does not have an obligation to fast-track permits for affordable housing but there is an option to do so if desired.

Recommendation: The language in OMC 13-6-7 Architectural Design Review pertaining to procedures should be reviewed to ensure compliance with this requirements, together with the provisions of Title 15 “Development Code Administration” which identifies in Table 15-4-2 that “Architectural design review” is a type 2 Decision by the Planning Commission.

HOUSE BILL 1337: EXPANDING HOUSING OPTIONS BY EASING BARRIERS TO THE CONSTRUCTION AND USE OF ADUs

Description: All GMA cities **must** allow at least 2 ADUs per lot within urban growth areas in zones allowing single-family homes. The ADUs may be attached, detached, or a combination of both, or may be conversions of existing structures. The bill additionally places restrictions on local governments, including:

- The city can’t charge more than 50% of impact fees charged for the principal unit
- The city may not require the owner to occupy the property
- The city may not prohibit the ADU’s sale as independent units
- The city must allow an ADU of at least 100 square feet and must adjust zoning to be consistent with the bill with respect to bulk and scale regulations
- The city must set consistent parking requirements based on distance from transit and lot size
- ADUs will be allowed *up to lot lines abutting public alleys* and in converted existing structures

(Commerce additionally noted that local governments are protected from HOAs seeking to enforce private covenants against ADUs in conflict with the bill.)

Discussion: Orting currently allows ADUs in all residential zones (OMC Section 13-3-3) and the provisions of Section 13-5-6 apply. In order to comply with the state’s new legal requirements, some changes to Section 13-5-6 will need to be made.

Recommendation: OMC 13-5-6 “Accessory Dwelling Units” will need to be revised (**Deadline: June 30, 2025**). Additionally, revisions to Table 1, Development Standards in OMC 13-5-1 should be made; consider adding a footnote to the “Maximum density” column for the applicable zones. Finally, Revisions to Title 15, Chapter 6 “Impact Fees” will probably need to be made in addition to revisions to the referenced external documents.

HOUSE BILL 1544: SHORELINE MASTER PROGRAM (SMP) REVIEW SCHEDULES

Description: This bill amended Ch. 90.58 RCW (the Shoreline Management Act) and changed the Shoreline Master Program update schedule from 8 years to 10 years (aligning with comprehensive plan periodic update schedules) and also extended by one year the date by which the next round of SMP reviews and revisions are due.

Recommendation: No action required at this time. Timelines for SMP Revision are not set out in the Orting Municipal Code or the SMP itself.

SENATE BILL 5412: DECREASING LOCAL GOVERNMENT WORKLOAD

Description: The bill allows for a SEPA categorical exemption for residential development projects if:

- The City finds the proposed development is consistent with its development regulations; and
- The City has prepared environmental analysis that considers the project in the area proposed for the exemption and analyzes certain multimodal transportation impacts.

The environmental analysis must include documentation that the requirements for environmental analysis, protection, and mitigation for impacts have been adequately addressed for the exempted project. The City must also document its consultation with WSDOT regarding certain transportation impacts. Before finalizing the environmental analysis, the local government must provide at least 60 days public notice and the exemption is effective 30 days following adoptive action.

Recommendation: Title 15, Chapter 14 “Environmental Review” should be evaluated and potentially amended to document changes to RCW 43.21C that will become effective on July 23, 2023.

Moreover, it would also be a good idea to consider raising the SEPA Categorical Exemptions thresholds in OMC 15-14-3-2 as appropriate for the community.

SENATE BILL 5258: INCREASING THE SUPPLY AND AFFORDABILITY OF CONDOMINIUM UNITS AND TOWNHOUSES AS AN OPTION FOR HOMEOWNERSHIP

Description: Cities must amend short plat regulations / procedures to facilitate unit lot subdivisions (allowing the division of a parent lot into separately owned unit lots) . Additionally, impact fee schedules must now reflect the

proportionate impact of new housing units based on the square footage and number of bedrooms, or trips generated, in the housing unit, to produce a proportionally lower impact fee for smaller housing units.

(Also note: The bill also addresses requirements for condo associations and create a Down Payment Assistance Account fund)

Recommendation: More research will be needed. It appears that amendments to Title 12, Subdivision Regulations, will be needed. It will be important to address how utility connections would need to be accommodated if connections are not already provided for the individual units, in cases where construction may have already occurred. Finally, Revisions to Title 15, Chapter 6 “Impact Fees” will probably need to be made (in addition to revisions to the referenced external documents contained in that chapter).

SENATE BILL 5290: CONSOLIDATING LOCAL PERMIT REVIEW

The bill amended chapter 36.70B RCW, the Local Project Review Act, and included the following provisions which apply to Orting:

- Removes building permits for the types of project permits in the covered types of land use permits.
- Amended the process for jurisdictions to provide a written determination of completeness for project permit applications.
- Beginning January 1, 2025, jurisdictions must set certain permit decision timelines at 65, 100, and 170 days depending on the permit and other factors. When timelines are not met a portion of the permit fees must be refunded. Jurisdictions can set other deadlines but lose administrative appeal safe harbor protection.
- Provides additional measures that jurisdictions can take to facilitate prompt coordinate permit review.

Recommendation: More research will be needed. Consider seeking grant funding to support Orting’s transition to digital permit application systems, when funding is available from the state.

LIST OF NOTABLE BILLS FROM THE LEGISLATIVE SESSION ENDING IN 2022

HB 1220: Directs that jurisdictions must plan for and accommodate, rather than encourage the availability of, emergency and affordable housing

HB 1241: Changes the Periodic update cycles from 8 to 10 years

HB 1717: Establishes requirement for Tribal participation in planning

HB 2001: Expands the ability to build tiny houses

SB 5042: Changes the initial effective date of certain actions under the GMA

SB 5118: Supports successful reentry for juveniles, amending the definition of “essential public facilities”

SB 5235: Increases housing unit inventory by removing arbitrary limits on housing (the city can’t regulate the number of persons occupying a housing unit beyond that which is in the building code or for health / safety provisions)

SB 5818: Promotes housing construction in cities through amendments to and limiting appeals under SEPA and GMA

Cc: Wayne Carlson – AHBL, Inc.
Emily Weimer – AHBL, Inc.
MillieAnne VanDevender – AHBL, Inc.
Claire Swearingen – AHBL, Inc.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Investment Policy Update Resolution No. 2023-14.	AB23-61	CGA		
		7.5.2023	7.19.2023	7.26.2023
	Department: Finance			
	Date Submitted: 4.25.2023			
	Cost of Item:			
Amount Budgeted:				
Unexpended Balance:				
Bars #:		N/A		
Timeline:		None		
Submitted By:		Gretchen Russo		
Fiscal Note: None				
Attachments: Investment Policy, Resolution No. 2023-14.				
SUMMARY STATEMENT:				
<p>An investment policy is a good internal control that provides specific guidance of the purchase and management of the City’s investments. This policy covers the following recommended areas:</p> <ul style="list-style-type: none"> • Scope and investment objectives, • Delegation of authority and responsibilities, • Authorized investments, and • Performances standards. <p>The Washington Public Treasurers Association has reviewed the attached policy and has certified that it has meets the standards established by their association.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2023-14, a resolution of the City of Orting, Washington, establishing the City of Orting’s investment policy and setting an effective date.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-14**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, ESTABLISHING THE CITY OF ORTING INVESTMENT POLICY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Orting is authorized in chapter 39.58 RCW, chapter 39.59 RCW and chapter 43.250 RCW to deposit and investment excess funds of the agency; and

WHEREAS, the City of Orting finds the adoption of written policies for Investing are in the best interest of the City to provide sufficient guidance to the staff and provide a framework for future Council actions on decisions; and

WHEREAS, the City of Orting invests its excess funds, and by establishing and adopting a written investment policy is a good financial practice; and

WHEREAS, a written investment policy provides investment goals and responsibilities; and

WHEREAS, the City Council desires to establish an Investment Policy, and provide updates where best practices and law has changed; and

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

Section 1. Adoption of Investment Policy. The City of Orting hereby adopts the “Investment Policy” as attached hereto as Exhibit A, hereby incorporated in full by this reference.

Section 2. Severability. If any section, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

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.

Section 4. Effective Date. The fee schedule adopted by this resolution shall be effective upon its passage. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 26th DAY OF JULY 2023.**

CITY OF ORTING

ATTEST/AUTHENTICATED:

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk

Approved as to form:

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

City of Orting Investment Policy

I. POLICY

It is the policy of the City of Orting to invest public funds in a manner which will provide maximum security, while meeting daily cash flow demands, conforming to all state and local statutes governing the investment of public funds, while providing a market rate of return through budgetary and economic cycles.

II. SCOPE

This investment policy applies to all financial assets of City of Orting. These funds are accounted for in the City of Orting's Comprehensive Annual Financial Report and include

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds
- Debt Service Funds
- Any new fund created by City, unless specifically exempted

Should bond covenants be more restrictive than this policy, funds shall be invested in full compliance with those restrictions.

III. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "**Prudent Person**" standard and shall be applied in the context of managing an overall portfolio under prevailing economic conditions at the moment of investment commitments. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an Investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than a consideration as to the prudence of a single investment, and, whether the investment decision was consistent with the written investment policy of the entity.

City of Orting Investment Policy

IV. OBJECTIVES

The primary objectives, in priority order, of City of Orting's investment activities shall be:

Safety: Safety of principal is the foremost objective of the City's investment program. Investments of the City will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity: The portfolio will remain sufficiently liquid to enable the City to meet all cash requirements that might reasonably be anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Return on Investment: The Investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs. Return on investments is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair rate of return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize the loss of principal.
- A security swap would improve the quality, yield, or target duration of the portfolio.
- Liquidity needs of the portfolio require that the security be sold early.

V. DELEGATION OF AUTHORITY

- A. The City Administrator will appoint an Investment Officer whose responsibilities will include monitoring the City's investments based on liquidity and cash flow requirements of the city's funds. In addition, this policy will govern the operation of the investment program.
- B. All purchases of investment transactions must be made by the City Administrator or by the Investment Officer after consultation with the City Administrator. No other individual may initiate an investment transaction.

City of Orting Investment Policy

VI. ETHICS AND CONFLICTS OF INTEREST

- A. The Investment Officer will recognize that the investment portfolio is subject to public review and evaluation. The overall program will be designed and managed with a degree of professionalism that is worthy of the public trust.
- B. Officers and employees involved in the investment process shall refrain from personal business activity that may conflict with the proper execution of the investment program, or may impair their ability to make impartial investment decisions. The Investment Officer shall disclose to the City Administrator any material financial interests in financial institutions that conduct business with the City, and they will further disclose any personal financial or investment positions that could be related to the performance of the City's portfolio, particularly with regard to the timing of purchases and sales.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

- A. Selection of a primary bank for the City of Orting's general banking services will be made by the City Administrator.
- B. The Investment Officer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

As required by state law, (RCW 39.58), certificates of deposit will be purchased only from those institutions approved by the Washington Public Deposit Protection Commission (PDPC) as eligible for deposit of public funds.

The maximum amount placed with any one depository will not exceed the net worth of the institution as determined by the PDPC.

Qualified broker/dealers and financial institutions will be reviewed and selected by the City Administrator on a routine basis. All brokers/dealers and financial institutions who desire to do business with the City of Orting must supply the City Administrator with the following:

1. Annual audited financial statements.
2. Proof of FINRA (Financial Industry Regulatory Authority) certification.
3. Proof of registration with the State of Washington.
4. A completed Broker/Dealer questionnaire and a certification of having read the City of Orting's Investment Policy.

City of Orting Investment Policy

The Investment Officer will conduct a review of the financial condition of the firms if investments are purchased within that year. A current audited financial statement is required to be on file for each financial institution and broker/dealer with whom the City invests.

VIII. AUTHORIZED INVESTMENTS

The City of Orting is empowered by statute RCW 35.39 to invest in the following types of securities:

- U.S. Treasury Obligations
- U.S. Government Agency obligations and U.S. Government Sponsored Enterprises (GSE's) which may include, but are not limited to the following: Federal Farm Credit Bank (FFCB), Federal Home Loan Bank (FHLB), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Student Loan Marketing Corporation (SLMA), Tennessee Valley Authority (TVA),
- Supranationals – Certificates, notes, or bonds of the United States, or other obligations of the United States or its agencies, or of any U.S. dollar denominated bonds, notes, or other obligations that are issued or guaranteed by supranational institutions, provided that, at the time of investment, the institution has the United States government as its largest shareholder.
- Corporate Notes, purchased on the secondary market, provided that the policy adheres to the investment policies and procedures adopted by the Washington State Investment Board. Please check the Washington State Investment Board's website for the most recent adopted policy and credit monitoring criteria.
- Banker's Acceptances (BA's) purchased on the secondary market
- Commercial Paper, purchased in the secondary market, provided that the policy adheres to the investment policies and procedures adopted by the Washington State Investment Board. ** Please see attached Appendix with the most current adopted policy.
- Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.59 and in accordance with the restrictions therein.
- Bonds of the State of Washington and any local government in the State of Washington, which bonds have at the time of investment one of the three highest credit ratings of a nationally recognized rating agency.

City of Orting Investment Policy

- General obligation bonds of a state other than the State of Washington and general obligation bonds of a local government of a state other than the State of Washington, which bonds have at the time of investment one of the three highest credit ratings of a nationally recognized rating agency.
- Washington State Local Government Investment Pool (LGIP). The City of Orting’s City Administrator will keep on file the most recent LGIP Investment Policy, prospectus and operations manual. This policy will be assessed for safety of funds on deposit with the LGIP and risks associated with investment strategies. The LGIP prospectus states the following: a description of eligible securities; how interest and fees are calculated; how gains and losses are calculated; a description of how the securities are safeguarded, how often the securities are priced, and how often the program is audited; deposit and withdrawal restrictions; and information regarding how bond proceeds are accounted for in the LGIP.
- And other investments authorized by law

IX. SAFEKEEPING AND CUSTODY

A. Delivery vs. Payment:

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited with a third party custodian prior to the release of funds.

B. Safekeeping:

Securities will be held by an independent third-party custodian selected by the City Administrator. Safekeeping receipts will evidence all transactions.

C. CD’s:

Certificates of deposit will be held by the City Administrator.

X. DIVERSIFICATION

It is the policy of the City of Orting to diversify its investment portfolio. To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer or class of securities, all cash and cash equivalent assets in all funds shall be diversified by maturity, issuer and by the class of security. Diversification strategies shall be determined and revised periodically by the investment officer for all funds. In establishing specific diversification strategies, the following constraints (no more than) shall apply:

Washington State Local Government Investment Pool	100%
U.S. Treasury Obligations	100%

City of Orting Investment Policy

Federal Agency securities	90%
Public Fund Interest Bearing Investment Accounts	40%
Certificates of Deposit (CDs)	40%
Bonds of State of Washington or any local government in the State of Washington	20%
Bonds of other states or local governments of a state other than the State of Washington	15%
Supranationals	20%
Banker's Acceptance (BA's)	10%
Commercial Paper & Corporate Notes Combined	25%

XI. SALE OF PORTFOLIO

Any changes to this Investment Policy, which includes a 50% reduction or more of the City's investments, shall require a majority vote by the City Council.

XII. MATURITIES

To the extent possible and to preclude sales of securities that could result in a loss, investments will be made to coincide with anticipated cash flow requirements. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as the Local Government Investment Pool, money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

- A. To this extent, 20% of the portfolio, at the time of investment, will be comprised of investments maturing within a year.
- B. Satisfying this requirement, remaining funds may be invested in authorized securities not to exceed five years in maturity, except when compatible with a specific fund's investment needs.
- C. To ensure additional liquidity and provide for ongoing market opportunity the weighted average maturity and modified duration of the overall portfolio shall not exceed three years without the prior written approval of the Investment Officer.

City of Orting Investment Policy

XIII. INTERNAL CONTROL

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets are protected from loss, theft or misuse. The Investment Officer will provide documentation to support investments to both the State Auditor's Office and the City Administrator to ensure internal controls are maintained. In order to show compliance of policies and procedures, the review should address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial Safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

XIV. PERFORMANCE STANDARDS/BENCHMARK

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be managed to obtain a fair rate of return and earnings rate that incorporates the primary objectives of protecting the City's capital and assuring adequate liquidity to meet cash flow needs. For purposes of this policy, "earnings rate" will be the composite rate of both the liquidity and core funds and be compared to the LGIP rate. The goal is for the total portfolio, to generally perform better than the LGIP due to the longer weighted average maturity and the earnings rate is expected to trend in a similar manner as interest rates change. The investment portfolio performance may be tracked against a market index such as the US treasury 0-3 index or US treasury 0-5 index on a total return basis. This will provide for accountability of price changes in the portfolio and help inform the strategy related to the duration of the portfolio. economic The City will review current quarterly rates of LGIP, Federal Fund and the bond rates within the portfolio and current cash needs to determine if additional changes are needed.

If Corporate Notes or Commercial Paper are purchased, credit monitoring will occur.

XV. PROCEDURES

City of Orting Investment Policy

Monthly procedures concerning investment management and accounting are outside the scope of this policy. As deemed necessary, the Investment Officer will establish written procedures for the operation of the investment program consistent with this policy.

XVI. REPORTING

At least quarterly, a report will be submitted to the City of Orting Council, summarizing the current position of the portfolio for the City of Orting. The Treasurer and Investment Officer shall report to the Council the current investment strategy being followed and recent economic conditions and market developments which have a bearing on this strategy. This management report will be prepared in a manner which will allow the Council to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include:

- A listing of individual securities held at the end of the reporting period
- Asset allocation of types of securities – Bonds/LGIP and Cash
- Investment Rates

XVII. INVESTMENT POLICY ADOPTION

The City of Orting investment policy shall be adopted by a majority vote of the City Council. The policy shall be reviewed at least once every three (3) years to ensure that it remains relevant and appropriate by the Investment Officer and the City Administrator. Any modifications to this policy must be adopted by the City Council.

City of Orting Investment Policy

GLOSSARY

ACCRUED INTEREST - The interest accumulated on a bond since issue date or the last coupon payment. The buyer of the bond pays the market price and accrued interest, which is payable to the seller.

AGENCY - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally Sponsored Agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. (Also see FEDERAL AGENCY SECURITIES and GOVERNMENT SECURITY)

AMORTIZATION - In portfolio accounting, periodic charges made against interest income on premium bonds in anticipation of receipt of the call price at call or of par value at maturity.

ASSET - Available property, as for payment of debts

AVERAGE MATURITY - A weighted average of the expiration dates for a portfolio of debt securities. An income fund's volatility can be managed by shortening or lengthening the average maturity of its portfolio.

BANK WIRE - A virtually instantaneous electronic transfer of funds between two financial institutions.

BASIS POINT - A measure of an interest rate, i.e., 1/100 of 1 percent, or .0001.

BID - The indicated price at which a buyer is willing to purchase a security or commodity. When selling a security a bid is obtained. (See Offer)

BOND - A long-term debt security, or IOU, issued by a government or corporation that generally pays a stated rate of interest and returns the face value on the maturity date.

BOOK ENTRY SECURITIES - U.S. government and federal agency securities that do not exist in definitive (paper) form; they exist only in computerized files maintained by the Federal Reserve Bank.

BOOK VALUE - The amount at which an asset is carried on the books of the owner. The book value of an asset does not necessarily have a significant relationship to market value.

BROKER - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

CERTIFICATES OF DEPOSIT - Certificates of Deposit, familiarly known as CDs, are certificates issued against funds deposited in a bank for a definite period of time and earning a specified rate of return. Certificates of Deposit bear rates of interest in line with money market rates current at the time of issuance.

COLLATERAL: Property (as securities) pledged by a borrower to protect the interest of the lender.

COMMERCIAL PAPER: An unsecured short-term promise to repay a fixed amount on a certain future date. Commercial paper usually matures from 2 to 270 days and is traded on a discount basis. This debt instrument, issued by banks, companies and other borrowers, uses only their credit ratings to back the security.

CORPORATE BOND/NOTE – A debt security issued by a corporation. The backing for the bond is usually the payment ability of the company, which is typically money to be earned from future operations. Corporate bonds are considered higher risk than government bonds. As a result, interest rates are almost always higher, even for higher credit quality companies. Most corporate bonds have maturities greater than one year. Corporate debt that matures in less than one year is typically called commercial paper.

COMPETITIVE BID PROCESS - A process by which three or more institutions are contacted to obtain interest rates for specific securities.

CREDIT QUALITY - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid

City of Orting Investment Policy

by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

CREDIT RISK - The risk that another party to an investment transaction will not fulfill its obligations. Credit risk can be associated with the issuer of a security, a financial institution holding the entity's deposit, or a third party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one investment type or with any one party.

CUSTODIAN - An independent third party (usually bank or trust company) that holds securities in safekeeping as an agent for the county.

DEALER - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY - The providing of a security in an acceptable form to the County or to an agent acting on behalf of the County and independent of the seller. Acceptable forms can be physical securities or the transfer of book entry securities. The important distinction is that the transfer accomplishes absolute ownership control by the County

DELIVERY VS PAYMENT - There are two methods of delivery of securities: Delivery vs. payment and delivery vs. receipt (also called free). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DEPOSITARY - A person to whom something is entrusted, a depository.

DEPOSITORY BANK - A local bank used as the point of deposit for cash receipts.

DEPOSITORY INSURANCE - Insurance on deposits with financial institutions. For purposes of this policy statement, depository insurance includes: a) Federal depository insurance funds, such as those maintained by the Federal Deposit Insurance Corporation (FDIC) AND Federal Savings and Loan Insurance Corporation (FSLIC); and b) Public Deposit Protection Commission.

DISCOUNT - 1. (n.) selling below par; e.g., a \$1000 bond selling for \$900. 2. (v.) anticipating the effects of news on a security's value; e.g., "The market had already discounted the effect of the labor strike by bidding the company's stock down."

DIVERSIFICATION - Dividing available funds among a variety of securities and institutions so as to minimize market risk.

EFFECTIVE RATE - The yield you would receive on a debt security over a period of time taking into account any compounding effect.

FACE VALUE - The value of a bond stated on the bond certificate; thus, the redemption value at maturity. Most bonds have a face value, or par, of \$1,000.

FEDERAL AGENCY SECURITIES - Several government-sponsored agencies, in recent years, have issued short and long-term notes. Such notes typically are issued through dealers, mostly investment banking houses. These Federal government-sponsored agencies were established by the U.S. Congress to undertake various types of financing without tapping the public treasury. In order to do so, the agencies have been given the power to borrow money by issuing securities, generally under the authority of an act of Congress. These securities are highly acceptable and marketable for several reasons, mainly because they are exempt from state, municipal and local income taxes. Furthermore, agency securities must offer a higher yield than direct Treasury debt of the same maturity to find investors, partly because these securities are not direct obligations of the Treasury.

City of Orting Investment Policy

The main agency borrowing institutions are the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank System (FHLB), and the Federal Farm Credit Bank System (FFCB).

FEDERAL DEPOSIT INSURANCE (FDIC) - A Federal institution that insures bank deposits. The current limit is up to \$100,000 per depository account.

FEDERAL FARM CREDIT BANK – FFCB – The Farm Credit System is a nationwide network of borrower-owned lending institutions and specialized service organizations. Established by Congress in 1916 as the authority for certain predecessor entities, the System is the oldest of the Government-sponsored enterprises. Throughout its long history, the fundamental purpose of the System has remained the same: To provide American agriculture with sound and dependable credit at competitive interest rates. Currently, there are three Farm Credit Banks and one Agricultural Credit Bank providing funds and support services to approximately 78 locally owned Farm Credit Associations and numerous cooperatives nationwide. Approximately 40 percent of the real estate and non-real estate credit needs of U.S. agriculture are met by the System

FEDERAL FUNDS RATE - The rate of interest at which Fed Funds are traded between banks. Fed Funds are excess reserves held by banks that desire to invest or lend them to banks needing reserves. The particular rate is heavily influenced through the open market operations of the Federal Reserve Board. Also referred to as the "Fed Funds rate."

FEDERAL HOME LOAN BANK SYSTEM - FHLB – Created by the Federal Home Loan Bank Act of 1932 to increase the amount of funds available for lending institutions who provide mortgages and similar loan agreements to individuals. Having served its original objectives well, the FHLB system now primarily focuses on increasing the amount of loanable funds available for affordable housing and community development projects. It continues to have a material impact on housing and development financing offering funds to member institutions at rates that are usually lower than commercially competitive prices. The 11 banks of the FHLB Bank System are owned by over 7,300 regulated financial institutions from all 50 states, U.S. possessions, and territories.

FEDERAL HOME LOAN MORTGAGE CORPORATION - FHLMC (Freddie Mac) - is a stockholder-owned, government-sponsored enterprise chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle income Americans. FHLMC purchases, guarantees and securitizes mortgages to form mortgage-backed securities. The mortgage-backed securities that it issues tend to be very liquid and carry a credit rating close to that of U.S. Treasuries.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a Federal corporation working under the auspices of the Department of Housing and Urban Development, HUD. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL RESERVE SYSTEM - The central bank of the United States which has regulated credit in the economy since its inception in 1913. Includes the Federal Reserve Bank, 14 district banks and the member banks of the Federal Reserve, and is governed by the Federal Board.

FINANCIAL INSTITUTIONS - Establishments that include the circulation of money, the granting of credit, the making of investments, and the provision of banking facilities.

FISCAL AGENCY - A financial institution that handles certain bond and coupon redemptions on behalf of

City of Orting Investment Policy

the entity.

GINNIE MAES (GNMAs) - Mortgage securities issued and guaranteed, as to timely interest and principal payments, by the Government National Mortgage, an agency within the Department of Housing and Urban Development (HUD).

GOVERNMENT SECURITY - Any debt obligation issued by the U.S. government, its agencies or instrumentalities. Certain securities, such as Treasury bonds and GNMA's, are backed by the government as to both principal and interest payments. Other securities, such as those issued by the Federal Home Loan Mortgage Corporation, or Freddie Mac, are backed by the issuing agency.

LIQUIDATION - Conversion into cash.

LIQUIDITY - Refers to the ease and speed with which an asset can be converted into cash without a substantial loss in value.

LOSS - The excess of the cost or book value of an asset over selling price.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP) - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARK-TO-MARKET - An adjustment in the valuation of a securities portfolio to reflect the current market values of the respective securities in the portfolio. This process is also used to ensure that margin accounts are in compliance with maintenance.

MARKETABILITY - Ability to sell large blocks of money market instruments quickly and at competitive prices.

MARKET RISK - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value. The risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline.

MARKET VALUE - The price at which a security is trading and could presumably be sold.

MATURITY - The time when a security becomes due and at which time the principal and interest or final coupon payment is paid to the investor.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) - A credit rating agency that issues credit ratings that the U. S Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

NET WORTH - A financial institutions available funds after their total liabilities have been deducted from their total assets.

OFFER - The indicated price at which a seller is willing to sell a security or commodity. (See BID) When buying a security an offer is obtained.

PAR VALUE - The nominal or face value of a debt security; that is, the value at maturity.

PORTFOLIO - Collection of securities held by an investor.

PREMIUM - The amount by which a bond sells above its par value.

PRIMARY DEALERS - A pre-approved bank, broker/dealer or other financial institution that is able to make business deals with the U.S. Federal Reserve, such as underwriting new government debt. These dealers must meet certain liquidity requirements as well as provide a valuable flow of information to the Fed about the state of the worldwide markets.

PRIME RATE - The interest rate a bank charges on loans to its most credit worthy customers. Frequently cited as a standard for general interest rate levels in the economy.

PRINCIPAL - An invested amount on which interest is charged or earned.

PRUDENCE - The ability to govern and discipline oneself by the use of reason. Shrewdness in the

City of Orting Investment Policy

management of affairs. Able to use skill and good judgment in the use of resources.

PUBLIC FUND INTEREST BEARING INVESTMENT ACCOUNTS- Bank accounts with Qualified Public Depositories which pay a rate of interest on the balance maintained. Used in diversifying the investment portfolio and most commonly used as part of a liquidity portfolio.

QUALIFIED PUBLIC DEPOSITORY - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated, for the benefit of the commission, eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

REGISTERED SECURITY - A security that has the name of the owner written on its face. A registered security cannot be negotiated except by the endorsement of the owner.

REPURCHASE AGREEMENT (REPO) - The Repo is a contractual transaction between an investor and an issuing financial institution (not a secured loan). The investor exchanges cash for temporary ownership of specific securities, with an agreement between the parties that on a future date, the financial institution will repurchase the securities at a prearranged price. An "Open Repo" does not have a specified repurchase date and the repurchase price is established by a formula computation.

SAFEKEEPING - A service to customers rendered by banks for a fee whereby all securities and valuables of all types and descriptions are held in the bank's vaults for protection, or in the case of book entry securities, are held and recorded in the customer's name and are inaccessible to anyone else.

SECURITIES - Bonds, notes, mortgages, or other forms of negotiable or non-negotiable instruments.

SECURITIES AND EXCHANGE COMMISSION – (SEC) - A U.S. government agency that oversees securities transactions, activities of financial professionals and mutual fund trading to prevent fraud and intentional deception. The SEC consists of five commissioners who serve staggered five-year terms. No more than three of the commissioners may belong to the same political party.

SETTLEMENT DATES - The day on which payment is due for a securities purchase. For stocks and mutual funds bought through an investment dealer, settlement is normally five business days after the trade date. Bonds and options normally settle one business day after the trade date mutual fund shares purchased directly by mail or wire settle on the day payment is received.

SPREAD - (a) Difference between the best buying price and the best selling price for any given security. (b) Difference between yields on or prices of two securities of differing quality or differing maturities. (c) In underwriting, difference between price realized by the issuer and price paid by the investor.

SUPRANATIONAL INSTITUTIONS (SUPRA'S) – An international organization, or union, whereby member states transcend national boundaries or interests to share in the decision making and vote on issues pertaining to the wider grouping. It is formed by two or more central governments through international treaties. The purpose for creating a supranational is to promote economic development for the member countries. The International Bank for Reconstruction and Development (World Bank), the Inter-American Development Bank (IADB), IFC (International Finance Corporation) and ADB (Asian Development Bank) are examples of supra's.

THIRD-PARTY SAFEKEEPING - A safekeeping arrangement whereby the investor has full control over the securities being held and the dealer or bank investment department has no access to the securities being held.

City of Orting Investment Policy

TIME DEPOSIT - Interest-bearing deposit at a savings institution that has a specific maturity.

TREASURY BILLS - Treasury bills are short-term debt obligations of the U.S. Government. They offer maximum safety of principal since they are backed by the full faith and credit of the United States Government. Treasury bills, commonly called "T-Bills," account for the bulk of government financing, and are the major vehicle used by the Federal Reserve System in the money market to implement national monetary policy. T-Bills are sold in three, six, nine, and twelve-month bills. Because treasury bills are considered "risk-free," these instruments generally yield the lowest returns in the major money market instruments.

TREASURY NOTES AND BONDS - While T-Bills are sold at a discount rate that establishes the yield to maturity, all other marketable treasury obligations are coupon issued. These include Treasury Notes with maturities from one to ten years and Treasury Bonds with maturities of 10-30 years. The instruments are typically held by banks and savings and loan associations. Since Bills, Notes and Bonds are general obligations of the U.S. Government, and since the Federal Government has the lowest credit risk of all participants in the money market, its obligations generally offer a lower yield to the investor than do other securities of comparable maturities.

UNDERLYING SECURITIES - Securities transferred in accordance with a repurchase agreement.

VENDOR - A business or individual who provides a service or product at a cost.

WHEN-ISSUED TRADES - Typically, there is a lag between the time a new bond is announced and sold and the time it is actually issued. During this interval, the security trades "WI," "when, as, and if issued."

WI - When, as, and if issued. See When-issued trades.

YIELD - The rate at which an investment pays out interest or dividend income, expressed in percentage terms and calculated by dividing the amount paid by the price of the security and annualizing the result.

YIELD BASIS - Stated in terms of yield as opposed to price. As yield increases for a traded issue, price decreases and vice versa. Charts prepared on a yield basis appear exactly opposite of those prepared on a price basis.

YIELD SPREAD - The variation between yields on different types of debt securities; generally a function of supply and demand, credit quality and expected interest rate fluctuations. Treasury bonds, for example, because they are so safe, will normally yield less than corporate bonds. Yields may also differ on similar securities with different maturities. Long-term debt, for example, carries more risk of market changes and issuer defaults than short-term debt and thus usually yields more.

ZERO-COUPON BONDS - Securities that do not pay interest but are instead sold at a deep discount from face value. They rise in price as the maturity date nears and are redeemed at face value upon maturity.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: OMNIA Partners Purchasing Cooperative	AB23-62			
		CGA	7.19.2023	7.26.2023
	Department: Finance			
	Date Submitted: 6.1.2023			
	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: Omnia Partners Purchasing Cooperative Agreement				
SUMMARY STATEMENT:				
<p>State law (RCW 39.26.060) provides a method to purchase goods or services using an interlocal agreement.</p> <p>Cooperative purchasing saves time and purchasing costs through ready-to-use, competitively solicited contracts. This specific purchasing cooperative agreement would provide access to multiple contracts to include office supplies, technology products, copiers & printers.</p> <p>This interlocal agreement is an automatic renewal and would remain effective until terminated by the City.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve the Omnia Partners Purchasing Cooperative Agreement for City purchasing.				



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies

hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

- By checking this box, I indicate that I have read and agree to the Terms and Conditions
- By checking this box, I indicate that I have read and understand our [Privacy Notice](#) and accept and agree to be bound by these [Terms of Use](#)

Electronic Acceptance

TERMS OF USE

The terms, conditions, policies, and notices contained in these Terms of Use (these “Terms”) apply to the website located at www.omniapartners.com (the “Site”), which is operated by OMNIA Partners, Inc. (“OMNIA Partners”). Any reference to “we”, “us”, or “our” in these Terms shall refer to OMNIA Partners. Please read these Terms carefully before using the Site.

BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION THAT YOU SUBMIT TO THIS SITE IN ACCORDANCE WITH THE PRIVACY NOTICE SET FORTH AT WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE, WHICH IS HEREBY INCORPORATED INTO AND MADE PART OF THESE TERMS BY REFERENCE. ADDITIONALLY, YOU AGREE TO AND ARE BOUND BY THESE TERMS INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE, AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SITE.

WE MAY MODIFY THESE TERMS AT ANY TIME, IN OUR DISCRETION, AND MODIFICATIONS ARE EFFECTIVE UPON BEING POSTED ON THE SITE. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO IT BECAUSE YOUR CONTINUED USE OF THE SITE WILL MEAN THAT YOU ACCEPT SUCH CHANGES.

(1) SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- (a) Except as otherwise provided by a third party, all content on the Site is © 2018 OMNIA Partners and/or its licensors. The Site contains copyrighted material, trademarks, service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”), and the entire selection, coordination, arrangement and “look and feel” of the Site and the Content are copyrighted as a collective work under copyright laws (collectively, “Intellectual Property Rights”).
- (b) Neither these Terms nor your use of the Site transfers any right, title or interest in the Site, Content, or Intellectual Property Rights to you. We and our third-party licensors retain all of our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.
- (c) Except as expressly provided in these Terms or otherwise expressly authorized in writing by OMNIA Partners, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Site, in whole or in part, without our express prior written permission.
- (d) Without limiting this Section 1, you acknowledge that all trademarks, logos and service marks displayed on this site are registered and unregistered trademarks of OMNIA Partners, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Site without the owner’s prior written permission,

except as otherwise described herein. No trademark or service marks of OMNIA Partners or any other party may be used as a domain name without prior written permission.

- (e) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only, including through Linked Sites (as defined in Section 5). Third-party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.
- (f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

(2) USER CONDUCT

By using the Site, you agree that you shall not:

- (a) use any robot, spider, or other automatic or manual device or process for the purpose of "scraping", "crawling", harvesting, or compiling information on the Site for purposes other than for a generally available search engine;
- (b) delete, modify, hack, or attempt to change or alter any of the Content on the Site;
- (c) attempt to access accounts, computer systems, or networks connected to any of our servers or to the Site, through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally or readily made available through the Site;
- (d) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (e) use any of OMNIA Partners' names, service marks, logos, trademarks or other Intellectual Property Rights without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (f) use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (g) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or
- (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

(3) PERMISSIBLE USE

Except as indicated to the contrary elsewhere on the Site or these Terms, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

- (a) you may use the Content only for personal, informational, or non-commercial purposes;
- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

(4) SITE LIMITED TO USE BY UNITED STATES RESIDENTS

The Site is intended for use by residents of the United States of America only and any individual that submits personal information or registers on the web site represents and warrants that such person is a resident of the United States of America. The Content of the Site is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Site is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the Site. We do not make any representations regarding the legality of the Site in any other country, and it is your sole responsibility to ensure that your use complies with all applicable laws.

(5) OTHER SITES; THIRD-PARTY CONTENT

As a convenience to you, the Site may provide links to websites and access to content, products, and services of third parties, including our affiliates, strategic partners, and other entities with which our connection consists of only a hyperlink ("Linked Sites"). All Linked Sites are provided only because they may be of interest to Site users. Information and views contained in Linked Sites are not adopted or endorsed by us.

You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. We do not author, edit, or monitor these Linked Sites and are not responsible or liable for (a) the availability of or content provided on the Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by us, or vice-versa; (b) third-party content accessible through the Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through the Site. You bear all risk associated with the use of the Linked Sites, third party services, and your correspondence or business dealings with any third-party found on or through the Site.

(6) MODIFICATIONS TO TERMS

We may change, modify, add, and/or delete all or portions of these Terms from time to time by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

(7) PERFORMANCE/TERMINATION/MODIFICATIONS OF SITE

You acknowledge that the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service on the Site does not imply that the product or service is or will be available in your location. We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

(8) TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

(9) COPYRIGHT INFRINGEMENT

In accordance with the US Federal Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at info@omniapartners.com. When notifying us of the alleged copyright infringement please provide us with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

If we in good faith believe material to infringe a copyright or otherwise violate any intellectual property rights, we will remove or disable access to such material.

(10) DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT AND INFORMATION PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR SUPPLIERS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE SITE AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM THE USE OF THE SITE; (D) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF

ANY, WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING THE SEQUENCE, ACCURACY, OR COMPLETENESS OF ANY AGREEMENT OR CONTRACT, INFORMATION, STATE STATUTES, OR OTHER DATA DISPLAYED ON OR THROUGH THE SITE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

The Site is designated and provided for informational purposes only. Nothing on the Site constitutes legal advice or recommendations or endorses any products, services, companies, suppliers, or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for and shall not be liable for, and hereby release us from any and all claims, actions, damages, costs or expenses incurred in connection with your use of the Site.

(11) LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE THE SITE OR ANY CONTENT, INTELLECTUAL PROPERTY, APPLICATIONS, TOOLS, PRODUCTS, INFORMATION, OR SERVICES PROVIDED IN CONNECTION WITH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

(12) LIMITATION ON ACTIONS

You agree that any dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

(13) ACKNOWLEDGEMENT

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

(14) DISPUTE RESOLUTION; GOVERNING LAW

These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. You agree that venue for all actions, arising out of or relating in any way to your use of the Site or our Content, shall be in federal or state court of competent

jurisdiction located in Williamson County, Tennessee. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

(11) GENERAL

If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OMNIA Partners' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OMNIA Partners may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon permitted assignees. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter.

Last updated and effective: May 4, 2021

PRIVACY NOTICE

OMNIA Partners, Inc. (“Company,” “we” or “us”) values our relationship with you and takes your privacy seriously. The purpose of this Privacy Notice is to identify how we may process, collect, store, disclose, share and use (collectively, “use”) the data that we collect from you in connection with your use of our business services, our website (www.omniapartners.com), any other online platform or mobile application that links to this Privacy Notice, and other services that link to this Privacy Notice (collectively, our “Services”). This Privacy Notice also identifies your rights with respect to your personal information and the choices you can make about our use of your information, all as described in more detail below.

We may update or modify this Privacy Notice at any time, by posting the amended version on this site and including the effective date of the updated version. We may also provide other privacy notices on specific occasions when we are using your personal information in ways that differ from what we have described here, so that you are aware of how and why we are using such information and what your rights are with respect to such use. By accessing and/or using the Services, you accept and agree to the terms of this Privacy Notice and the collection and use of information as described in this Privacy Notice. You also agree to be bound by the Terms of Use set forth at www.omniapartners.com/termsfuse. If you do not agree to be bound by this Privacy Notice or any subsequent modifications, you should not access or use the Services or disclose any personal information through any of the Services.

This Privacy Notice was last updated May 4, 2021.

This Privacy Notice contains the following information, which you can access by scrolling down:

- 1. How to Contact Us**
- 2. Personal Information**
- 3. Information We Collect**
- 4. Sharing Your Information**
- 5. Your Rights and Choices Regarding Your Information**
- 6. How We Safeguard Your Information**
- 7. How Long We Store Your Information**
- 8. Links to Other Sites**
- 9. Children**
- 10. Special Notice to Non-U.S. Users Regarding Data Transfers**
- 11. Governing Law and Jurisdiction**

1. HOW TO CONTACT US

You can update your communication preferences and information by updating your contact information through our Services or by contacting us at the e-mail address, phone number, or postal address below. Additionally, if you have any questions or concerns about our use of your personal information, please do not hesitate to contact us through any of the methods listed below.

Mail:

OMNIA Partners, Inc.
Attn: Legal Department
840 Crescent Centre Drive, Suite 600
Franklin, TN 37067

Phone: 866-875-3299

Email: info@omniapartners.com

2. PERSONAL INFORMATION

While using our Services, we may ask you to provide us with certain personally identifiable information (“Personal Information”). Personal Information is information that identifies, relates to, describes, can reasonably be associated with, or can reasonably be linked to a particular individual or household.

We collect information from you both when you provide it voluntarily and also automatically when you use our Services. We may also collect Personal Information from other sources, as described below.

We collect Personal Information from you and any devices (including mobile devices) you use when you: use our Services, register for an account with us, provide us information on a web form, or over the telephone or online chat, when you register at our conferences, when you update or add information to your account, when you otherwise correspond with us, engage or connect with us through one of our social media pages, or chat with our sales and support team. Please remember that any information that is disclosed public comments, forums, or other areas enabling other users to submit comments (“Forums”) becomes public information, is not maintained or treated as confidential, and you should exercise caution when deciding to disclose your Personal Information.

In addition, we also collect Personal Information about you from third parties in connection with our Services, including from the following sources:

- Our customers and suppliers
- Hosting providers
- Data analytics service providers
- Email, chat and other communications service providers
- Customer service providers
- Social media platforms
- Promotional partners

3. INFORMATION WE COLLECT

We may collect the following categories of Personal Information from you, depending on your interactions with our Services and the choices you make, as further described in the chart below:

- **Identifiers.** Your name, email address postal address, unique personal identifier, and Internet Protocol (IP) address.
- **Interactions.** Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories.
- **Internet or other electronic network activity information.** For example:
 - **Browse history.** Data about the webpages you visit.
 - **Search history.** Data about the search terms you enter.
 - **Device, connectivity, and configuration data.** Data about your device and nearby networks, including regional and language settings.
- **Geolocation data.** Data about your device’s location, which is inferred from your IP address and your postal address.
- **Professional or employment-related information.**
- **Demographic data.** Data about you such as your age, country, preferred language and other data reflecting your consumer’s preferences, characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

<i>Information collected through use of our Services</i>		
Categories of Information	Description of category	How We Use Information
Account Registration Information	<p>Registering for an account is required for use of many of our Services.</p> <p>This is the Personal Information that is provided by you or collected by us to enable you to login and/or access your account and our Services. This includes your name, address, email address, and phone number.</p> <p>Some of the Personal Information we will ask you to provide is required in order to create your account.</p>	<ul style="list-style-type: none"> • To provide, maintain, personalize and improve our Services. • To respond to your questions and requests. • To create, maintain and personalize your account with us. • To provide customer support. • To notify you about changes to our Services. • To allow you to participate in interactive features of our Services when you choose to do so. • To contact you with email updates, blogs, marketing or promotional materials and

		other information that may be of interest to you.
Subscribe to Blog or Email Updates Information	You may provide your name and email address in order to receive email updates and/or in order to subscribe to our blog.	<ul style="list-style-type: none"> To contact you with email updates, blogs, marketing or promotional materials and other information that may be of interest to you.
Member or Supplier Information	You may provide certain Personal Information in order to register to become a member or supplier partner through the Services. This includes your name, email address, phone number, and address.	<ul style="list-style-type: none"> To provide, maintain, personalize and improve our Services. To provide customer support.
Customer Proposal Information	This is the Personal Information that you provide if you choose to complete the form to obtain your customer proposal number. This includes your name and email address.	<ul style="list-style-type: none"> To provide, maintain, personalize and improve our Services. To provide customer support
Job Application Information	This is the Personal Information that you provide if you choose to apply for job positions through the Services. This includes your name, phone number, email address, career and educational history, and any other personal information you choose to provide through your resume, cover letter, or other attachments submitted through the Services.	<ul style="list-style-type: none"> To assess your job application and respond to you concerning a job position, at our discretion.
Demographic Data	<p>We may collect such Personal Information when you provide feedback or post on a forum through our Services, including if you leave a comment on articles posted on the Services, only when necessary to provide our Services.</p> <ul style="list-style-type: none"> Date of birth Gender State/Region Preferences 	<ul style="list-style-type: none"> To provide, maintain, personalize, and improve our Services. To provide customer support. To monitor the usage of our Services. To gather analysis and assess trends and interests.
Third Party Data	This includes both Personal Information and non-personally identifiable data provided to us from our affiliates, suppliers, partners or vendors, or public sources.	<ul style="list-style-type: none"> To provide, maintain, personalize, and improve our Services.

		<ul style="list-style-type: none"> • To monitor the usage of our Services. • To gather analysis and assess trends and interests.
Location Information	<p>We may collect general location information if you use features on our Services that provide location-based services.</p>	<ul style="list-style-type: none"> • To provide you with location-based services. • To monitor the usage of our Services. • To gather analysis and assess trends and interests.
Usage Information	<p>This can be Personal Information and non-Personal Information that is collected about you when you are using our Services, and this may include:</p> <ul style="list-style-type: none"> • Information about your interactions with our Services, which includes the date and time of any information you enter into our Services and your interactions with other users of our Services and what content or features you interacted with. • User content you post to our Services including messages you send and/or receive in the Forums and your interactions with our customer service team and other users. • Technical data which may include URL information, cookie data, web beacons and other tracking technology information, your IP address, the types of devices you are using to access or connect to our Services, unique device IDs, device attributes, network connection type (e.g., Wi-Fi, 3G, LTE, Bluetooth) and provider, network and device performance, browser type, language, and operating system. Further details about the technical data that is processed by us can be found below. <p>Our Services uses cookies, unique identifiers and similar technologies to collect information over time and across different websites when you use or visit our Services. We or our third-party partners use common tracking tools to collect information</p>	<ul style="list-style-type: none"> • To optimize the display of our Services on your device. • To create, maintain and personalize your account with us. • To provide, maintain, personalize, and improve our Services. • To provide customer support. • To monitor the usage of our Services. • To allow you to participate in interactive features of our Services when you choose to do so. • To gather analysis and assess trends and interests. • To detect, prevent, and address technical issues. • To help maintain the safety, security, and integrity of our Services and technology assets.

about the pages you view, our Services functions that you access, the buttons and icons you click, and to remember your login information and Services settings to make it easier and more efficient for you to use our Services.

Cookies. Cookies are small data files that are downloaded onto your computer or mobile device when you use our Services, which are unique to your device or account. Cookies make it easier for you to use our Services by saving your preferences so that we can use these to improve your next and subsequent visits to our Services – for example, remembering your login information. Cookies help us learn which areas of our Services are useful and which areas need improvement.

Cookies may be either persistent or temporary (or session) cookies. A persistent cookie retains user preferences for a particular website, app or service, allowing those preferences to be used in future use sessions and remains valid until its set expiry date (unless deleted by the user before the expiry date). A temporary cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

You can choose whether to accept cookies by changing the settings on your browser or device. For more information regarding your choices with respect to cookies and other tracking technologies, please see [“Your Rights and Choices Regarding Your Information”](#) below. However, if you choose to disable this function, your experience with our Services may be impaired and some features may not work as they were intended. When we use cookies or other similar technologies, we may set the cookies ourselves or ask third parties to do so to help us.

Pixels, Web Beacons. We or third-party partners may use invisible pixels or beacons on our Services to count how many users access or use certain pages, features or content. This information is collected and reported in the aggregate. We may use this information to improve our current Services offerings, develop new products or services, and target information to you that may be helpful and useful to you based upon your use of our Services.

Anonymized Information	<p>We use anonymized and aggregated information that may be created or derived from your Personal Information or usage of our Services for purposes that include data analysis, improving our Services, and developing new features and functionality within our Services.</p>	<ul style="list-style-type: none"> • To provide, maintain, personalize, and improve our Services. • To monitor the usage of our Services. • To gather analysis and assess trends and interests. • To detect, prevent, and address technical issues. • To help maintain the safety, security, and integrity of our Services and technology assets.
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Subject to the following paragraph, we ask that you not send us, and you not disclose, any sensitive personal information as this term is defined under applicable data protection and privacy laws (for example, social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Services or otherwise to us.

If you send or disclose any sensitive personal information to us, you consent to our processing and use of such sensitive personal data in accordance with this Privacy Notice. If you do not consent to our processing and use of such sensitive personal information, you must not submit such content to our Services.

4. SHARING YOUR INFORMATION

We share non-Personal Information with third parties at our discretion. We do not sell Personal Information. In connection with our Services, we may share your Personal Information with certain third parties who we engage to help us run our business and perform the services, including under the following circumstances:

- Service providers and others – We use service providers, including our supplier partners to operate and maintain our Services, including software and infrastructure. We also use service providers to host, store and manage content and data related to our Services. This also includes any email marketing, software providers and information security providers.
- Affiliates, subsidiaries, and customers.
- Google Analytics, a service provided by Google, Inc., to gather information about how you and other users engage with our Services. For more information about Google Analytics, please visit www.google.com/policies/privacy/partners.
- Marketing and email service providers we use to communicate with you.
- Other third parties that you expressly request us to share your Personal Information with.

Additionally, we will share your Personal Information with third parties where required by law, where it is necessary in connection with our Services or products, or where we have another legitimate interest in doing so.

If we are subject to a merger or acquisition with/by another company, we may share information with them in connection with the transaction.

5. YOUR RIGHTS AND CHOICES REGARDING YOUR INFORMATION

Marketing Preferences. You can opt out from receiving future marketing communications from us at any time by using the unsubscribe function in the email you receive from us or contacting us as set forth under “[How to Contact Us](#)” above. Please allow sufficient time for your preferences to be processed. Even if you opt out of receiving marketing messages, we may still contact you for transactional purposes like confirming or following up on an order or service request, asking you to review a product or service you have ordered, or notifying you of product recalls. If you later opt back into getting marketing communications from us, we will remove your information from our opt-out databases.

As noted above in “[The Information We Collect About You](#),” you can choose whether to accept cookies by changing the settings on your browser or device. However, if you choose to disable cookies, your experience with our Services may be impaired and some features may not work as they were intended.

Additionally, *Do Not Track* is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable *Do Not Track* by visiting the preferences or settings page of your web browser. However, these features are not yet uniform, so we do not currently respond to such features or signals. Therefore, if you select or turn on a “do not track” feature in your web browser, we and our third-party providers may continue collecting information about your online activities as described in this Privacy Notice.

You have the choice to limit the data that you provide to third party services (e.g., social media platforms) and that is subsequently shared with us, where such data is collected through the options provided to you by the applicable third-party service (for example, the options provided by a third-party social media platform when you connect your social media account with our Services). You can also disconnect your use of our Services from the third-party service at any time using the options provided to you by the applicable third-party service. Please note, however, that if you disconnect from the third-party service, that will not delete the data we may have previously collected while you were connected.

Depending on where you live, you may have certain rights with respect to Personal Information that we have collected and used under certain circumstances, which may include the following: *

- The **right to request the following information** regarding our use of your Personal Information:
 - The categories of your Personal Information that we have collected
 - The purposes for which we have collected or used such Personal Information
 - The categories of sources for the Personal Information we have collected about you
 - The categories of third parties with whom we have disclosed your Personal Information
 - If we have disclosed your Personal Information for a business purpose, a list identifying the Personal Information categories that each category of recipient obtained
 - If we have sold your Personal Information, a list identifying the Personal Information categories that each category of recipient purchased
- The **right to receive** a copy of your Personal Information.
- The **right to request us to erase** your Personal Information when we no longer need such data in connection with our Services (subject to certain exceptions that may apply under applicable law).
- The **right to opt out of sales** of your Personal Information. We do not sell your Personal Information directly for consideration. We do share your Personal Information with suppliers for

business purposes as part of providing the Services to you. Please note that if you opt out of “sales,” as described in the preceding sentences, you may not be able to provide or receive the Services from us. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following Internet Web page link: [“Do Not Sell My Personal Information”](#).

** If you are a resident of a jurisdiction where one or more of these rights are granted to you under applicable law, and you wish to exercise any such rights listed above, please contact us by either:*

- Email: info@omniapartners.com
- Web: [Do Not Sell My Personal Information](#)
- Phone: 866-875-3299

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your Personal Information. Please understand that we are required to verify your request and may require you to provide some information to enable us to carry out such verification. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

6. HOW WE SAFEGUARD YOUR INFORMATION

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. Any transmission of Personal Information is at your own risk.

7. HOW LONG WE STORE YOUR INFORMATION

We may store your Personal Information as long as you use our Services to provide you with such Services and for legitimate business purposes. We will retain and use your Personal Information to the extent necessary to comply with our legal, accounting, or reporting obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies. Additionally, we may continue to store your Personal Information contained in our standard backups.

We also will retain Usage Information for internal analysis purposes. Usage Information is generally retained for a shorter period of time, except when Usage Information is used to strengthen the security or to improve the functionality of our Services or products, or we are legally obligated to retain Usage Information for longer periods.

8. LINKS TO OTHER SITES

Our Services may provide links to third-party websites that we do not control. We are not responsible for third parties' privacy practices, actions, content, or security of third-party websites. If you click on one of

these links, please understand that you are leaving our Service and any information you provide will not be covered by this Privacy Notice. Please read that website's privacy policy before providing any information.

9. CHILDREN

Our Services are not created for anyone under the age of 13 (“Children” or “Child”). By using the Services, you represent that you are at least 13 years old. If you do not meet this age requirement, then you must not access or use our Services.

We do not knowingly collect personally identifiable information from anyone under the age of 14, and we do not target the Services to children under the age of 13. If you are a parent or guardian and you are aware that your Child has provided us with Personal Information, please contact us through one of the methods listed under “How to Contact Us”, above. If we become aware that we have collected Personal Information from Children without verification of parental consent, we take reasonable steps to remove that information from our servers.

For more information about the Children's Online Privacy Protection Act (“COPPA”), which applies to websites that direct their services to children under the age of thirteen (13), please visit the Federal Trade Commission's website <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>.

10. SPECIAL NOTICE TO NON-U.S. USERS REGARDING DATA TRANSFERS

This website is intended for use by residents of the United States only. If you are located outside the United States and are using our Services, you should be aware that your Personal Information will be transferred to the U.S., the laws of which may be deemed by your country to have inadequate data protection. If you are located in a country outside the U.S. and submit Personal Information to us, you consent to the general use and disclosure of such information as provided in this Privacy Notice and to the transfer and/or storage of that information to the U.S.

11. GOVERNING LAW AND JURISDICTION

This Privacy Notice, your use of Our Services and this website, and the use of our information shall be construed, governed, and enforced under the laws of the State of Tennessee (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to your use of our Services, shall be in federal or state court of competent jurisdiction located in Williamson County, TN, within one (1) year after the claim arises. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Red Hat Days Sponsorship	AB23-63	CGA		
		7.5.2023	7.19.2023	7.26.2023
	Department:	Clerk		
	Date Submitted:	6.28.2023		
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, Resolution 2023-15				
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from Orting Red Hat Days which will be held on Saturday, October 7th, 2023. 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 ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2023-15, 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. 2023-15

**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 July 5, 2023, 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 7, 2023 from 6:00am– 6:00pm. 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 26th DAY OF JULY, 2023.

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:** AM

NAME OF APPLICANT: Orting Red Hat Days Alina Hibbs - Secretary

NAME OF ORGANIZATION: Orting Red Hat Days

ARE YOU NON-PROFIT: Yes No IF YES, UBI#: 1003-056-900

MAILING ADDRESS: PO Box 1262 Orting WA

EMAIL ADDRESS: ortingredhatdays@gmail.com

NAME OF EVENT: Orting Red Hat Days

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

DATE(S) OF EVENT: October 7, 2023

TIME(S) OF EVENT: Set-Up 6 AM Start of Event 10 AM

End of Event 4 PM Exit Time 6 PM

PRIMARY CONTACT NAME: Alina Hibbs PHONE: 3603670598

PRIMARY CONTACT EMAIL: hibbsaj@plu.edu

DAY OF CONTACT NAME: Alina Hibbs PHONE: same

DAY OF CONTACT EMAIL: _____

ALTERNATE CONTACT: Elisa Henderson PHONE: 2532325629

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)?
see next page checklist- need on dumpster

Will you have adequate restroom facilities and where will they be placed (show on Map)?
We plan to utilize the current public facilities but can make other arrangements if necessary

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

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 type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ <u>sponsored</u>
<input type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ <u>sponsored</u>
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ <u>sponsored</u>
<input type="checkbox"/> 2 Standard Port-a-Potties(Delivery/Pick Up/Cleaning)	\$150/event	\$ <u>sponsored</u>
<input type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ <u>sponsored</u>
<input checked="" type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ <u>75</u>
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ <u>sponsored</u>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ <u>---</u>
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ <u>---</u>
<input checked="" type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ <u>sponsored</u>
<input type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ <u>sponsored</u>
*See attached rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>100</u>
Total For Special Event Services		\$ <u>175</u>
Special Event Fee		\$200
TOTAL TO BE PAID		\$ <u>375.00</u>

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 / 22 / 23 through 10 / 7 / 23

The banner may only be across SR 162 for 2 weeks

Material Type: Valley sign Size: 24' X 36" 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: 1 PM START LOCATION (show on map): Van Scoyoc and 162 (buckys)

STAGING AREA – WHERE/WHAT TIME (show on map): Van Scoyoc from 162 to calistoga at 12 PM

PARADE ROUTE (show on map): Parade will end at Calistoga street

WILL HORSES OR OTHER ANIMALS BE IN PARADE? Yes No

If yes, approximately how many animals? usually around 5

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)?

Van Scoyoc Ave E from Bridge St. to Calistoga St. W

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 walk door to door to talk to businesses

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

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:** ah

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:** ah

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:** ah

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: _____ Need to get you the updated insurance you should have our policy from last year
Policy Number: NBP2555637

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:** ah

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:** ah

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

APPLICANT SIGNATURE: Alina Hibbs Digitally signed by Alina Hibbs
Date: 2023.05.04 15:14:20 -07'00' **DATE:** 05/04/2023

PRINT NAME: Alina Hibbs

Title/Role with Organization: Secretary

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:

<u>Mail to:</u> City of Orting Attention: Special Events PO Box 489 Orting, WA 98360	Or	<u>Stop by:</u> City Hall 104 Bridge St S Orting, WA 98360
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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

Date Application Received: 5/5/23 Dept. Meeting Date: 7/5/23 CGA

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 \$ 375⁰⁰ Date Paid: 6/2/23 Receipt # 26798

NOTES:

- will provide updated insurance when policy renews 7/7/23

Parade route

Detour

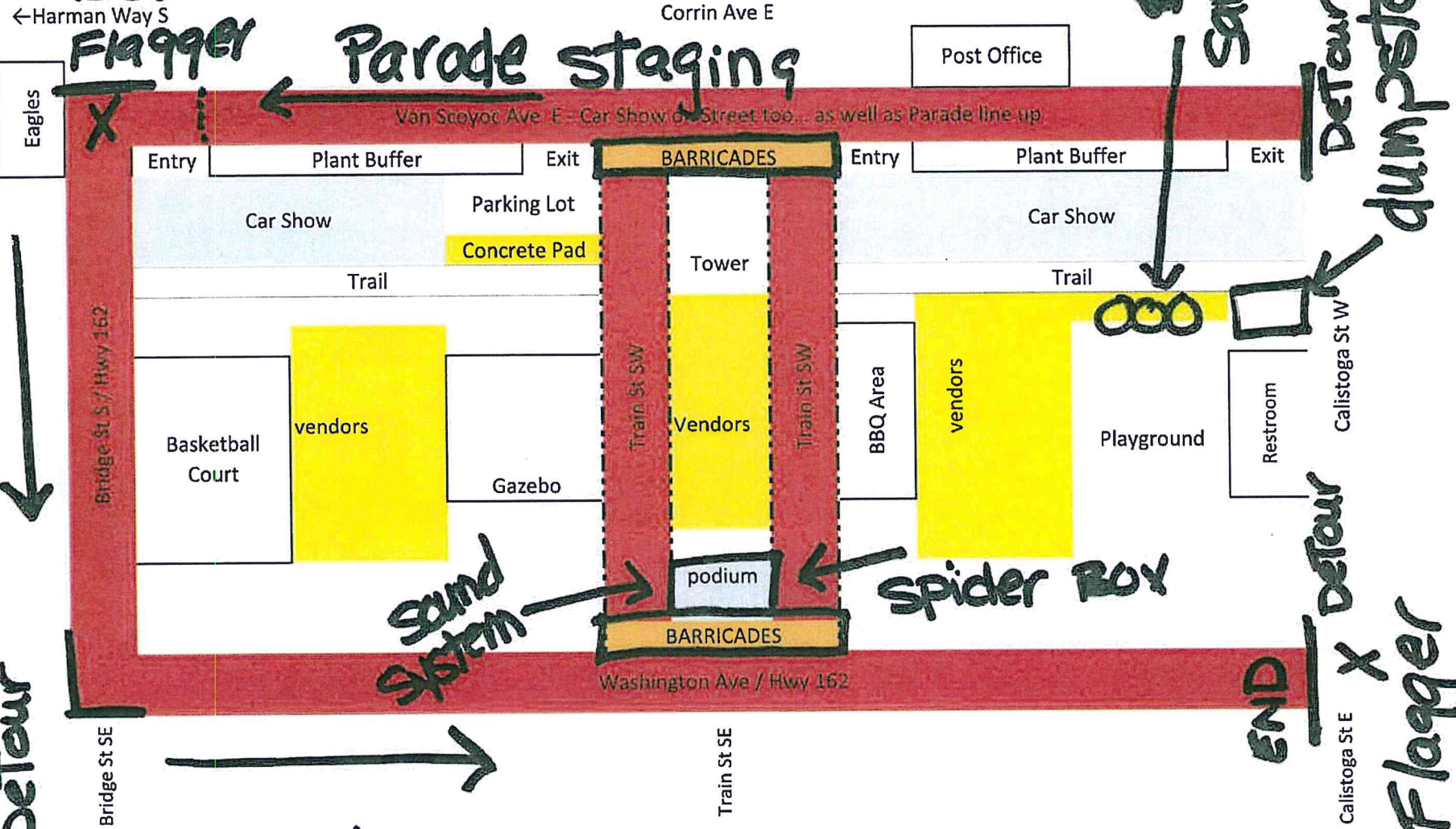
Detour
Flagger

Parade staging

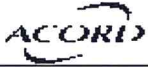
END

Detour
Flagger

Flagger



Orting City Park



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TAPCO UNDERWRITERS (KRAFT LAKE) PO Box 286 Burlington, NC 27216	CONTACT NAME <u>Jerome Dickson</u>	
	PHONE (A/C No, Ext): <u>(360) 872-8652</u> FAX (A/C No): <u>(360) 893-6161</u>	
EMAIL ADDRESS: <u>staff.jdickson1@farmersagency.com</u>		
INSURED ORTING RED HAT DAYS PO BOX 1262 ORTING, WA 98360	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <u>Mount Vernon Fire Insurance Company</u>	<u>26522</u>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	NBP2555637	07/07/2022	07/07/2023	EACH OCCURENCE \$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS-COMP/OP AGG \$
	AUTOMOBILIE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nr) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

City of Orting is listed as an additional insured and insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

City of Orting PO BOX 489 Orting, WA 98360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



P.O. Box 1262 Orting Wa. 98360

Hello Potential Donor,

Since 1950, Orting Red Hat Days has been committed to providing a community event that promotes recreational activities, as well as a time for the community to come together! Our founder, Dr. Race intended this event not to be just about hunting, but also about being outdoors with family and friends.

On Saturday, October 7, 2023, we are hosting our annual event. In honor of our history and how far we have come we have chosen our 2023 message and slogan to be "Conservation. Preservation. Next Generation." Conservation to reinforce mindfulness and protection of our wildlife populations, natural resources, forests, oceans, and all living ecosystems. Preservation to remind ourselves and others that it is our duty to protect the environment and our wildlife from harmful human activities. Next Generation to hold ourselves accountable for instilling these values within the youth of our community.

This event will be held at the Orting Main City Park on Washington Street in downtown Orting from 10am to 4pm. We will have food vendors, car show, craft vendors, information vendors, the traditional beard contest, parade, dinner, dance, auction, and other activities. Our annual dinner, dance and raffles will be at the Orting Eagles from 7pm- to - Midnight. A portion of the proceeds from our various events will be awarded to our scholarship program applicants. These scholarships will be awarded to Orting High School Students that are headed to trade school. We will also have limited number of scholarships available for youth interested in hunters safety education courses.

We would greatly appreciate sponsorship from the City of Orting. The sponsorship would help us to further evolve Orting Red Hat Days to support our community and focus on newly adopted mission statement.

Please consider contributing to this worthwhile cause. For it is through the support of our city council, that truly make a difference in our community and will help make this event a community success! On behalf of the Orting Red Hat Days, we want to thank you for your support and help, in making this event fun for all ages and together we can make a difference.

If you have any questions please feel free to contact us!

President: Jarvis Maki

Secretary: Alina Hibbs 360 367 0598

Thank you in advance for your consideration,

Orting Red Hat Days FEID #91-1742942

BUSINESS INFORMATION

Business Name:

ORTING RED HAT DAYS

UBI Number:

603 056 900

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

20411 190TH AVE E, ORTING, WA, 98360-9353, UNITED STATES

Principal Office Mailing Address:

20411 190TH AVE E, ORTING, WA, 98360-9353, UNITED STATES

Expiration Date:

10/31/2023

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

10/04/2010

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CHARITABLE, EDUCATIONAL, SOCIAL, TOWN FESTIVAL TO CELEBRATE THE GREAT OUTDOORS AND NATURE. WE HAVE A PARADE, VENDORS, DINNER/DANCE, CAR SHOW, ACTIVITIES FOR KIDS SCHOLARSHIPS FOR GUN TRAINING AND SAFETY

Charitable Corporation:



Nonprofit EIN:

91-1742942

Most Recent Gross Revenue is less than \$500,000:



Has Members:



Public Benefit Designation:



Host Home:



REGISTERED AGENT INFORMATION

Registered Agent Name:

ORTING RED HAT DAYS

Street Address:

20411 190TH AVE E, ORTING, WA, 98360-9353, UNITED STATES

Mailing Address:

PO BOX 1262, ORTING, WA, 98360-1262, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ELISA	HENDERSON
GOVERNOR	INDIVIDUAL		JARVIS	MAKI
GOVERNOR	INDIVIDUAL		ALINA	MAKI



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

Receipt Number: **26798**

Three Hundred Seventy-Six and 0/100's Dollars
Received From:
Alina Hibbs

Date	Receipt Number	Amount
6/2/2023	26798	\$376.00

Printed By
jcorona

Debit 4

\$376.00

001.362.40.04.00/001.341.43.00.00 - Special Event fee for Red Hat Days + Debit fee

DEPARTMENT COPY



Special Event City Sponsorship Cost Estimate

Event Name: Orting Red Hat Days

Event Date & Time: October 7th, 2023, 10:00am-6:00pm

Applicant/Organization: Alina Hibbs/Orting Red Hat Days

City Services Requested	# of hours	Estimated Cost
Use of Main City Park (includes Gazebo & BBQ area)	12	\$150.00
Close Train St. around Bell Tower	12	\$75.00
Close Van Scoyoc Ave. at Main City Park	3	\$75.00
2 Portable Restrooms (in addition to existing at Main Park)		\$360.00
1 Dumpster		\$50.00
Electricity (includes 2 spider boxes)		\$75.00
Barricades/Cones/Traffic Signs		\$75.00
Hang Event Banner over Washington Ave.		\$200.00
Event Advertisement (reader board & social media)		\$75.00
2 Public Works staff (estimated \$75/hr each)	24	\$1,800.00
Police support (estimated \$85/hr each)	6	\$510.00
Total Estimated Cost to City for Sponsorship*		\$3,445.00

*This is strictly an estimate of proposed costs. Actual cost of sponsorship will vary.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Deputy Mayor Selection Process.	AB23-64	CGA		
		7.5.2023	7.19.2023	
	Department:	Administration		
	Date Submitted:	6.28.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments: City of Orting City Council Rules of Procedure sections 3.8, 3.9, and 8.5				
SUMMARY STATEMENT:				
<p>The City of Orting City Council Rules of Procedure require the Deputy Mayor to be selected by a majority of the Councilmembers annually at the first Council meeting in January. The term of the Deputy Mayor starts on February 1st and ends January 31st of the following year.</p> <p>Deputy Mayor Bradshaw’s term on council will end on December 31st, 2023, which will leave the Council without a Deputy Mayor for January until a new Deputy Mayor can be selected and their term starts.</p>				
RECOMMENDED ACTION:				
Informational only. Council to provide direction or lead discussion at Study Session.				

8. Filling Council Vacancies and Selecting Deputy Mayor

8.1 Notice of Vacancy:

If a Council vacancy occurs, the Deputy Mayor will take the lead with the assistance of two councilmembers and guide the Council through the procedures as outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available, until an election is held, the Council will widely distribute and publish a notice of the vacancy, procedure, deadline for applying for the position and the date of the interview.

8.2 Application Procedure:

Each applicant will submit a written request to the City Clerk prior to the posted deadline.

8.3 Interview Process:

All candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting. The order of the interviews will be determined by a drawing of names. Applicants will be asked to answer questions posed by each Councilmember during the interview process. Each candidate will be allowed two minutes for opening and closing comments. Candidates may not make comments or responses about other applicants.

8.4 Selection of Councilmember:

The Council may recess into executive session to discuss the qualifications of all candidates. Nominations via a motion, voting and selection of a person to fill the vacancy will be conducted during an open public meeting. If no motion is made, none of the candidates shall be selected.

The City Clerk will prepare the Oath of Office and the Mayor, The City Administrator or the City Clerk may swear in any newly-appointed Councilmember. The new Councilmember will immediately take his/her seat with the Council.

8.5 Selecting Deputy Mayor:

The Deputy Mayor will be selected by a majority of the Councilmembers annually at the first Council meeting in January.

3.4 Points of Order:

The City Attorney who is the parliamentarian, shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the parliamentarian be sustained?"

3.5 Questions to be stated:

The Chair shall state all motions submitted for a vote and announce the result. A roll call vote may be taken by the City Clerk on any question at the request of the Mayor or any member of the City Council.

3.6 Mayor – Powers:

The Mayor may not make or second motions, but may participate in debate to the extent that such debate does not interfere with chairing the meeting. If the Mayor wishes to participate vigorously in the debate of an issue, the Mayor shall turn over chairing of that portion of the meeting to the Deputy Mayor, or to another Councilmember if the Deputy Mayor is absent. The Mayor's voting rights and veto power are as specified in RCW 35A.12.100.

3.7 Duties:

The Mayor or designee shall:

- (A) Be the official spokesperson for the City.
- (B) Act as the official head of the City for all ceremonial purposes.
- (C) Sign contracts and other documents as appropriate on behalf of the Council.
- (D) Observe and enforce all policies and procedures adopted by the Council.
- (E) Act as presiding officer at all meetings of the Council.
- (F) Preserve order and decorum in the Council Chambers.
- (G) Recognize Councilmembers in the order in which they request the floor.
- (H) Endeavor to keep the discussion moving and within a reasonable timeframe.
- (I) Share information with Councilmembers on meetings, issues, etc., that the Mayor has received as part of his/her official status as Mayor.

3.8 Deputy Mayor – Powers:

- (A) In the event of the temporary disability or illness of the mayor the Deputy Mayor will assume the Mayor's powers.

3.9 Deputy Mayor -- Duties:

- (A) Term of the Deputy Mayor shall be one year. (February 1st, to January 31st.)
- (B) Election of Deputy Mayor. At the first meeting of January, the Council shall elect a Deputy Mayor (DM) for a term of one year, beginning February 1st, and ending the last day of January.
- (C) The election process shall be as follows:
 1. The Deputy Mayor shall serve as the Chair for the nomination process for the position of DM, unless they are a nominee in the process, at which time it will be turned over to the Mayor as Chair. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary.
 2. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Second nominations will then be accepted.
 3. Nominations may be made by another Councilmember, or by self.
 4. Nominations may include brief supporting comments by the Councilmember.
 5. A Councilmember may withdraw their nomination from consideration.
 6. Nominations do not require a second.
 7. After nominations have been closed (see #2 above for second nominations), each nominee will have an opportunity to speak, either at their seat or at the podium. If the nominee chooses to speak, it may not be for longer than three minutes, with a fifteen second wrap-up period. Then voting for DM will precede:
 - a. Voting will be according to alphabetic order, A-Z of nominations made. Any second vote will be by reverse order, Z-A; continuing to reverse as necessary for subsequent votes. This is done to be as fair as possible to all nominees.

- b. If there is **only one nominee** for the position, the Chair will open the floor for a motion and appointment.
- c. If there are **two nominees**, the following scenario will be followed:

Scenario #1: 2 Nominees, 7 standing councilmembers

- 1. Clerk does a roll call for Councilmembers on their preferred candidates
 - 2. Nominee A receives 3 votes
 - 3. Nominee B receives 4 votes
 - 4. Deputy Mayor is chosen (Nominee/Candidate B) by majority consensus, no further motion of appointment necessary.
- d. If there are **three or more nominees**, the following scenarios will be followed:

Scenario #1: 3 or more Nominees, 7 standing Councilmembers

- 1. Clerk does a roll call for Council-members on their preferred candidates
- 2. Nominee A gets 3 votes
- 3. Nominee B gets 2 votes
- 4. Nominee C gets 2 votes
- 5. Nominee A is chosen as Candidate A. Chair sets a second ballot for Nominees B & C to determine second candidate.
- 6. Clerk does a roll call for Councilmembers on their preferred candidate
- 7. Nominee B gets 3 votes
- 8. Nominee C gets 4 votes
- 9. Nominee C is chosen as Candidate B.
- 10. Clerk does a roll call for Councilmembers on the two final candidates
- 11. Candidate A gets 2 votes
- 12. Candidate B gets 5 votes
- 13. Deputy Mayor is chosen (Candidate B) by majority consensus, no further motion of appointment necessary.

Scenario #2: 3 or more Nominees, 7 standing Councilmembers

- 1. Clerk does a roll call for Councilmembers on their preferred candidates
- 2. Nominee A gets 3 votes
- 3. Nominee B gets 3 votes

4. Nominee C gets 1 vote
5. Chair need not set a second ballot as there is a top-two
6. Clerk does a roll call for Councilmembers on their preferred candidate from A & B
7. Candidate A gets 5 votes
8. Candidate B gets 2 votes
9. Deputy Mayor is chosen (Candidate A) by majority consensus, no further motion of appointment necessary.

Scenario #3: 3 or more Nominees, 7 standing Councilmembers

1. Clerk does a roll call for Councilmembers on their preferred candidates.
2. Nominee A gets 4 votes
3. Nominee B gets 2 votes
4. Nominee C gets 1 vote
5. Deputy Mayor is chosen (Nominee/Candidate A) by majority consensus, no further motion of appointment necessary.

8. The goals of this procedure are, above all: public transparency, consensus, respect, and fairness.

(D) When filling Council vacancies, see section 8.

(E) An appointment committee consisting of the Deputy Mayor, one (1) Councilmember, and the Mayor shall recommend assignments for the Council Committee Chair and Vice-Chair positions in accordance with the following procedure:

- a) The appointment committee shall provide recommendations for Council Committee assignments to the full Council for its approval no later than the first regular meeting in February.
- b) Each Council member shall be assigned to at least one (1) Council Committee, with the exception of the Deputy Mayor who shall chair the study session and shall not be assigned a role in a Council Committee.
- c) Chairperson selection shall be based on seniority, balance of experience, knowledge and interest prior to assignment.
- d) The appointment committee shall give weighted consideration for those working on long range project.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Social Media Policy.	AB23-65	CGA		
		7.5.2023	7.19.2023	7.26.2023
	Department:	CGA/Administration		
	Date Submitted:	6.28.2023		
Cost of Item:				
Amount Budgeted:				
Unexpended Balance:				
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Social Media Policy, Resolution No. 2023-16				
SUMMARY STATEMENT:				
<p>The City’s has drafted a social media policy which outlines internal and external guidelines for:</p> <ul style="list-style-type: none"> - Purpose - Personal vs. Professional Guidelines - Posting - Retention - Goals - Moderation of Third-Party Content - Emergency Postings 				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2023-16, a resolution of the City of Orting, Washington, adopting the City of Orting Social Media Policy.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-16**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, ESTABLISHING THE CITY OF ORTING SOCIAL MEDIA POLICY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Orting uses social media as a way of communicating with the Citizens of Orting; and

WHEREAS, a written Social Media Policy provides Social Media goals and responsibilities; and

WHEREAS, the City Council desires to establish a Social Media Policy, and provide updates where best practices and retention may have changed; and

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

Section 1. Adoption of Social Media Policy. The City of Orting hereby adopts the “Social Media Policy” as attached hereto as Exhibit A, hereby incorporated in full by this reference.

Section 2. Severability. If any section, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

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.

Section 4. Effective Date. The fee schedule adopted by this resolution shall be effective upon its passage. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 26th DAY OF JULY 2023.**

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 FAX: (360) 893-6809
www.cityoforting.org

City of Orting Social Media Policy – Employees

INTERNAL POLICY

PURPOSE

This document defines the social networking and social media policy for The City of Orting, the “Agency.” To address the fast-changing landscape of the internet and the way residents communicate and obtain information online, agency departments may consider using social media tools to reach a broader audience. The agency encourages the use of social media to further the goals of the agency and the missions of its departments, where appropriate.

PERSONAL VS. PROFESSIONAL GUIDELINES

Personal Use

All Agency employees may have personal social media sites. These sites should remain personal in nature and share personal opinions. While Agency employees may have a First Amendment right to comment on some Agency issues that are of significant public concern, employees should know that posts about Agency issues that are closer to employment complaints or human resources concerns may not be protected. Employees should be mindful of the distinction between sharing personal and agency views.

Agency employees must never use their agency e-mail account or password in conjunction with a personal social media site. The following guidance is for agency employees who decide to have a personal social media or who decide to comment on posts about official Agency business:

- State your name and, if relevant, role, when discussing agency business;
- Use a disclaimer such as: “The postings on this site are my own and don’t reflect or represent the opinions of the agency for which I work.”

If social media is used for official agency business, the entire agency site, regardless of any personal views, is subject to best practice guidelines and standards.

Professional Use

All official agency-related communication through social media should remain professional in nature and should always be conducted in accordance with the Agency’s communications policy, practices and expectations. Employees must not use official agency social media for political purposes, to conduct private commercial transactions, or to engage in private business activities. Agency employees should be mindful that inappropriate use of official agency social media can be grounds for disciplinary action.

Only individuals authorized by the Agency may publish content to the Agency's online platforms.

POSTING

Official social media sites need to be clear, precise and follow industry best practices for posting updates. All content posted to agency social media should be:

- Relevant – Information that engages residents and pertains to their daily lives.
- Timely – Pertains to deadlines, upcoming events, or current news.
- Actionable – Prompts residents to take action.
- Posting – All social media posts shall be approved by a supervisor unless it is an emergent event where timely notice to the public outweighs a review process. In the event an employee makes a post about an emergent incident, a copy of the post shall be provided to the supervisor. Director level employees may utilize another director to review and approve posts.

Please refer to the agency style guide for specific guidelines on content format.

What Not to Post:

Agency employees may not publish content on agency social media sites that includes:

- Confidential information
- Copyrighted material without permission
- Profane, racist, sexist, threatening or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM

RETENTION

Social media sites are subject to Washington State Public Records Laws. Any content produced or maintained on an agency social media site, including communication posted by the agency and communication received from citizens, is a public record.

The department maintaining a site shall preserve records pursuant to the relevant records retention schedule in a format that preserves the integrity of the original record and is easily producible.

Furthermore, retention of social media records shall fulfill the following requirements:

- Social media records shall be captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
- Social media records shall be maintained in an authentic format (i.e. ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- Social media records shall be archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- Social media records shall be indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
- Each employee who administers one or more social networking sites on behalf of the Agency has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

REGISTERING A NEW PAGE

All City of Orting social media sites shall be (1) approved by the City Administrator, (2) published using approved social networking platform and tools, and (3) administered by the contact or their designee.

DEREGISTERING AN EXISTING PAGE

If a social media page is no longer of use, (1) notify the City Administrator or his designee to, (2) ensure records have been archived according to agency guidelines, and (3) unpublish and delete page.

EXTERNAL POLICY

PURPOSE

To build communication and trust with our residents and visitors, and encourage participation through comments and feedback.

GOALS

The City of Orting aims to effectively use Social Media Accounts to:

- Provide information
- Support community engagement and outreach
- Support marketing and promotional campaigns
- Frame the public conversation around the City of Orting.
- Assist with recruitment efforts

Please be aware that when engaging with this agency through Social Media, you agree to the following:

MODERATION OF THIRD-PARTY CONTENT

The agency does not necessarily endorse, support, sanction, encourage, verify or agree with Third Party comments, messages, posts, opinions, advertisements, videos, promoted content, external hyperlinks, linked websites (or the information, products or services contained therein), statements, commercial products, processes or services posted on any Social Media Site.

This agency social media site serves as a limited public forum and all content published is subject to preservation and disclosure in accordance with Washington State Public Record Law. User-generated posts may be rejected or removed if the content:

- contains obscenity,
- incites or promotes violence or illegal activities,
- contains spam or links to malware,
- promotes illegal discrimination (e.g., housing discrimination),
- contains actual defamation
- uses the copyrighted work of another.

We do not allow information intended to compromise the safety or security of the public or public systems. You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.

RETENTION

Any communications sent to or received by the Agency and its employees via social media may be subject to our retention and disclosure requirements. We are required to comply with Washington State Public Records Statute to ensure government is open and that the public has access to public records and information of which our agency is the custodian. These retention requirements apply regardless of the form of the record (e.g. digital text, photos, audio, and video). To that end, we automatically collect and store all information posted on this agency social media site. All information posted on this site may be subject to public disclosure under Washington State Public Records Statute, even if it has been deleted. The Department maintaining a site shall preserve records pursuant to a relevant records retention schedule.

EMERGENCY POSTINGS

Social media sites are not monitored 24/7. If there is an emergency, contact 911.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Summerfest Sponsorship.	AB23-66	CGA		
		7.5.2023	7.19.2023	7.26.2023
	Department:	Kim Agfalvi, City Clerk		
	Date Submitted:	6.28.2023		
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, Resolution 2023-17				
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship for Orting Summerfest which will be held on Sunday, August 27th, 2023. 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 asking for tier 2 sponsorship with the use of the City Gazebo, basketball court and City park areas grass (south). They are requesting use of the existing City bathroom facilities and that two portable restrooms are placed in the park. The event organizer is asking that Train Street between Washington Ave and Van Scoyoc be closed so children can cross from the north side of the park to the south side of the park and not have to worry about traffic and is requesting use of barricades and a dumpster.</p>				

RECOMMENDED ACTION: Action:

Move forward regular business meeting on July 26th, 2023 as a consent agenda item.

RECOMMENDED MOTION: Motion:

To approve Resolution No. 2023-17, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Summerfest.

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-17

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

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 Orting Summerfest and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on July 5, 2023, and recommended approval of the application; and

WHEREAS, the City Council finds that Orting Summerfest 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 local history of husbandry and agricultural assets that are fundamental to the City; and

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

sponsorship, on Sunday, August 27th, 2022 from 8:00am– 3:00pm. The Mayor is authorized to enter into a contract with the Orting Summerfest 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 26th DAY OF JULY, 2023.

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:** Karie Franks

NAME OF APPLICANT: Karie Franks

NAME OF ORGANIZATION: Orting Summerfest / Abundant Life

ARE YOU NON-PROFIT: Yes No IF YES, UBI#: 602 434 892

MAILING ADDRESS: PO Box 826, Orting, WA 98360

EMAIL ADDRESS: ortingsummerfest@gmail.com, karie@alccorting.com

NAME OF EVENT: Orting Summerfest Block Party

TYPE OF EVENT (parade, festival, etc.): Community Gathering (Church Service 10am - 11am)

Food, bounce houses, obstacle course, games, etc. from 11am - 2pm)

DATE(S) OF EVENT: Sunday, August 27, 2023

TIME(S) OF EVENT: Set-Up 8am Start of Event 10am

End of Event 2pm Exit Time 3pm

PRIMARY CONTACT NAME: Karie Franks PHONE: cell 253-722-6148

PRIMARY CONTACT EMAIL: karie@alccorting.com

DAY OF CONTACT NAME: Karie Franks PHONE: same

DAY OF CONTACT EMAIL: same

ALTERNATE CONTACT: Brad Grasley PHONE: 253-222-4403

FOR ALL SPECIAL EVENTS:

TYPE OF EVENT:

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

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

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

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

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

No additional needed

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

Park Restrooms and city provides the 2 portable restrooms (last year they were unusable, is it possible to have the company Come clean them Friday before (Saturday if possible))

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

Yes. We will be cooking hotdogs on a grill and serving hotdogs, condiments chips, and water

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

City Services (please mark all that apply)

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

Total For Special Event Services \$ 0
 Special Event Fee \$200

TOTAL TO BE PAID \$ 200

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: ___/___/___ through ___/___/___

The banner may only be across SR 162 for 2 weeks

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

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

VENDORS: Will there be any vendors? Yes No

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

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

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

If yes, please answer the following:

PARADE START TIME: _____ START LOCATION (show on map): _____

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

PARADE ROUTE (show on map): _____

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

If yes, approximately how many animals? _____

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

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

[] Yes [] No

OTHER:

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

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

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

If yes, which streets (show on map)?

Train Street (between Van Scoyoc and Washington Ave) for safety as people cross from park to park and games and tables

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)

Advertising in town and on social media, inviting the community to attend as in the year past

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

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:** KAF

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:** KAF

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:** KAF

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: Foursquare Insurance Company

Policy Number: 31444

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:** KAF

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:** KAF

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

APPLICANT SIGNATURE: *Karie Franks* DATE: 5/24/2023
Karie Franks (May 24, 2023 15:22 PDT)

PRINT NAME: Karie Franks

Title/Role with Organization: Executive Pastor and Director of Summerfest

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

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

Or

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

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

City of Orting Sponsorship Application

Are you requesting City sponsorship? Yes No

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

CITY SPONSORSHIP OF A SPECIAL EVENT:

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

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

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

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

[x] 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: 5/24/23 Dept. Meeting Date: 7/5/23 CGA
MA

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 \$ 200 Date Paid: 5/30/23 Receipt # 26764

NOTES:






Special Event Application

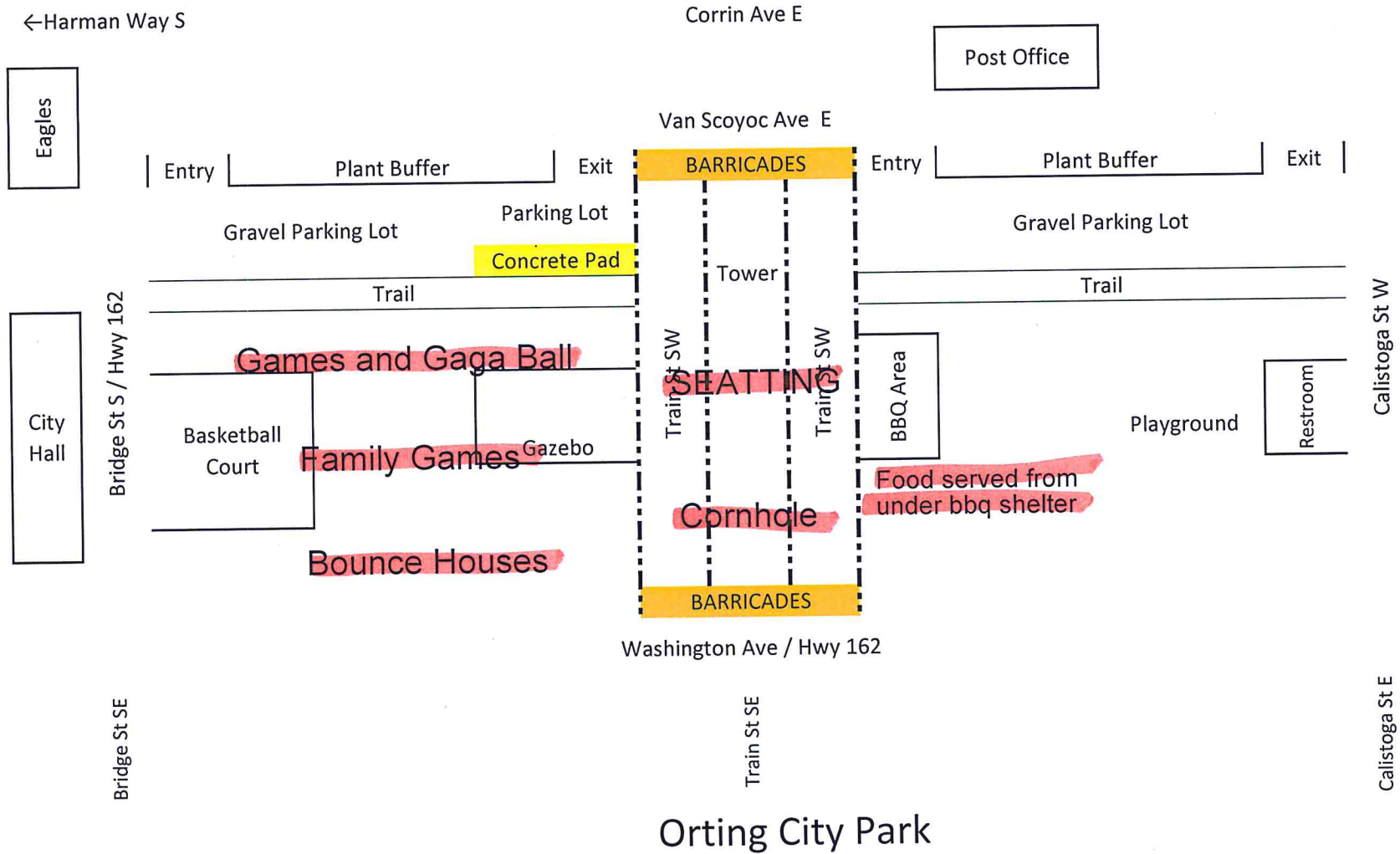
Final Audit Report

2023-05-24

Created:	2023-05-24
By:	Michell Alfieri (malfiere@cityoforting.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlpiCgefrGLVJoUYA3GKWdk6DwgZFszk

"Special Event Application" History

-  Document created by Michell Alfieri (malfiere@cityoforting.org)
2023-05-24 - 10:12:27 PM GMT
-  Document emailed to Karie Franks (karie@alccorting.com) for signature
2023-05-24 - 10:13:32 PM GMT
-  Email viewed by Karie Franks (karie@alccorting.com)
2023-05-24 - 10:21:09 PM GMT
-  Document e-signed by Karie Franks (karie@alccorting.com)
Signature Date: 2023-05-24 - 10:22:51 PM GMT - Time Source: server
-  Agreement completed.
2023-05-24 - 10:22:51 PM GMT



Notes for Vendor Space:

- South Park (along the trail from Bridge St. S to the Gazebo) 360 linear feet of vendor space available.
- South Park (in the grass between Gazebo and B-Ball Court) 170 linear feet of vendor space (245 feet including B-Ball Court)
- Main Park (along the trail from BBQ area to Big Toy) 200 linear feet of vendor space.
- Main Park (Grass area between BBQ structure and light pole) 70 linear feet of vendor space.



**P.O. Box 826
Orting, WA 98360
(360) 893-6929
www.ortingsummerfest.webs.com**

May 24, 2023

Dear Orting City Council,

We would ask that you would consider sponsoring Orting Summerfest again this year, on August 27th, 2023. We are doing what we did last year in keeping this a FUN and FREE event for the community. We will have many inflatables, games and food available for free to everyone that wants to attend. The Summerfest Block Party will be from 11am to 2pm, and the entire community is welcome to join us, the block party is taking place instead of the massive event we have done in the years past.

This event has always helped bring together our community from all backgrounds, ages, race, and season of life for a time to celebrate and have fun. It has always helped bring foot traffic into local businesses and built a sense of pride in our Community as we join all together for fun in the city park.

Please let us know if you have any questions going forward and when you would like a representative present at a council meeting.

Sincerely,

Karie Franks

Karie Franks
Director
Orting Summerfest
ortingsummerfest@gmail.com



The Foursquare Church

Jesus Christ is the same yesterday and today and forever. Hebrews 13:8

Dr. Sterling Brackett
Vice President
Corporate Secretary-Treasurer

August 25, 2008

To Whom It May Concern:

This letter is to verify that *Orting Foursquare Church*, in Orting, WA (EIN: 91-1993393), also known as "Abundant Life," is a subordinate unit in good standing with the parent organization of International Church of the Foursquare Gospel and has been in existence since August 7, 1999. Rev. Bradley Grasley is the senior pastor. Rev. Grasley is authorized to open an account and conduct business on behalf of the Orting Foursquare Church as well as be a designated signer on the church's bank account; this in accordance with the Bylaws of International Church of the Foursquare Gospel. A copy of our Corporate Resolution has been provided which verifies this.


Orting Foursquare Church is therefore under the group ruling Number 1061 of the International Church of the Foursquare Gospel and is tax exempt. This is verified by the enclosed copy of the letter from the Department of the Treasury of the Internal Revenue Service, which remains in effect. Please be informed that we are not required to file IRS Form 990 because we are a church.

In addition, please be informed that International Church of the Foursquare Gospel became incorporated under the laws of the State of California on December 30, 1927. This is verified by the copy of the Certificate of Status as a Domestic Corporation issued by the State of California, and the copy of the Articles of Incorporation and Statement of Information Biennial Report both on file with the California Secretary of State Office.

The Foursquare Central offices are located at the following address:

1910 W Sunset Blvd. Suite 200
Los Angeles, CA 90026-0176

Sincerely yours,


Sterling Brackett, VP Corporate Secretary-Treasurer
International Church of the Foursquare Gospel

SB:att

Enc.: Copy of 501 C3 letter
Copy of Certificate of Status
Copy of Articles of Incorporation
Copy of Statement of Information
Copy of Corporate Resolution

Office of the Corporate Secretary-Treasurer
Offices of the International Church of the Foursquare Gospel
PO Box 26902 • Los Angeles, CA 90026-0176 • 213.989.4504 • 213.989.4541 fax • sbrackett@foursquare.org • www.Foursquare.org

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Business Search

The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations).

[Skip to main content](#) State

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL (126840)



Request Certificate

Initial Filing Date	12/30/1927
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Religious
Principal Address	1132 GLENDALE BLVD. LOS ANGELES, CA 90026
Mailing Address	PO BOX 26902 LOS ANGELES, CA 90026
Statement of Info Due Date	12/31/2023
Agent	Individual JOSHUA M. BEST 3901 FOOTHILL BLVD. STE 200 LA CRESCENTA, CA 91214



View History



Request Access



CITY OF ORTING

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

Receipt Number: **26764**

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

Orting Summerfest
PO Box 826
Orting, WA 98360

Date	Receipt Number	Amount
5/30/2023	26764	\$200.00

Printed By
jcorona

Check

3055

\$200.00

001.362.40.04.00 - Special Event Fee for Orting Summerfest - August 5, 2023

DEPARTMENT COPY



PARKS & RECREATION

Small Town, Big fun!

104 Bridge St. S. - PO BOX 489 - Orting, WA 98360
recreation@cityoforting.org - (253) 262-7842

May 31st, 2023

With regard to the "Orting Summerfest Block Party" event coordinated by the Orting Summerfest/Abundance Life Organization, the City of Orting would like to note that the City's Sponsorship of this event only includes non-religious activities during the event. This includes, but is not limited to, games, obstacle courses/bounce house, and food served beginning at 11:00am and lasting until 2:00pm.

Tier 2 City sponsorship has been requested for this special event. The \$200 Special Event application fee has been paid by the hosting organization.



Special Event City Sponsorship Cost Estimate

Event Name: Orting Summerfest Block Party

Event Date & Time: August 27th, 2023, 10am-2pm

Applicant/Organization: Karie Franks, Orting Summerfest/Abundant Life

City Services Requested	# of hours	Estimated Cost
Use of Main City Park (includes Gazebo & BBQ area)	7	\$150.00
Close Train St. around Bell Tower	7	\$75.00
2 Portable Restrooms (in addition to existing at Main Park)		\$360.00
1 Dumpster		\$50.00
Electricity (includes 2 spider boxes)		\$75.00
Barricades/Cones/Traffic Signs		\$75.00
Event Advertisement (reader board & social media)		\$75.00
1 Public Works staff (estimated \$75/hr)	8	\$600.00
Total Estimated Cost of Sponsorship*		\$1,460.00

*This is strictly an estimate of proposed costs. Actual cost of sponsorship will vary.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Interlocal Agreement – City of Roy	AB23-68	CGA		
		7.5.2023	7.19.2023	7.26.2023
	Department:	Kim Agfalvi, City Clerk		
		6.29.2023		
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: Interlocal Agreement				
SUMMARY STATEMENT:				
<p>Due to vacancies in the positions of City Clerk and Deputy City Clerk, the City of Roy sought temporary assistance while it filled these positions. The City of Orting was amenable to allowing Roy to utilize our Executive Assistant on a temporary, part time basis. Through this temporary assignment, the Executive Assistant has been able to gain experience as a City Clerk. The City of Roy shall pay Orting an weekly rate of \$650 for regular business hours, which represents about 40% of the Executive Assistant’s time, and \$51.57 an hour for overtime hours worked between 5:00pm and 8:00am. The assistance started mid-May, and will end by July 31, 2023.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve the interlocal agreement with the City of Roy for temporary Deputy City Clerk Services.				

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORTING, WASHINGTON
AND THE CITY OF ROY, WASHINGTON
FOR TEMPORARY DEPUTY CITY CLERK SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2023, by and between the CITY OF ORTING, a Washington municipal corporation (“Orting”) and the CITY OF ROY, a Washington municipal corporation (“Roy”), each party having been duly organized and existing under the laws of the State of Washington.

RECITALS

WHEREAS, due to vacancies in the positions of City Clerk and Deputy City Clerk the City of Roy sought temporary assistance while it filled these positions; and

WHEREAS, Orting employs an Executive Assistant who provides administrative support, and backup Clerk services for the benefit of Orting; and

WHEREAS, Orting is amenable to allowing Roy to utilize the Executive Assistant on a temporary, part time basis in exchange for receiving services that will be performed by the Orting Executive Assistant under the continued employment, direction, and supervision of Orting; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, Orting and Roy have considered the costs for such services and skills required, and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law to share such services in cooperation with each other; and

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

1. **Purpose:** The purpose of this Agreement is to clarify the conditions under which Orting shall provide the following services to Roy:
 - a. Orting employs an Executive Assistant(“EAEA”). The EAEA has the qualifications and shall perform the work, functions and services described in Attachment A, attached hereto and incorporated by this reference. The EA shall be employed by Orting at all times, and shall be under the direction, supervision, and control of Orting.
 - b. In return for compensation as set out herein, Orting shall direct the EA to provide Roy with services for approximately 40% of the EA’s total work time at mutually agreed upon days and times. Both parties accept and acknowledge that there will be minor variations to the 60% of the total time to Orting or 40% of the total time to Roy. It is considered impractical

to insure precise distribution due to the variation of workload requirements on any particular day, and distribution of holidays, sick leave, and vacation days.

- c. Roy will provide an alternative workspace in Roy for the performance of these duties.
 - d. The EA will work under Orting's rules and directions. In the event there is a conflict between Orting's personnel policies, rules and regulations and Roy's personnel policies, rules and regulations, then Orting's will prevail.
2. **Duration:** The term of the Agreement shall be from May 15th, 2023 through July 31st, 2023. [The Agreement may be renewed for successive periods of three (3) [months] by written amendment, upon approval by each respective City Council prior to the expiration of the then current term.]
3. **Contacts:** All notices required to be served or given under the terms of this Agreement shall be hand delivered or mailed via the U.S. Postal Service, postage pre-paid, to the following persons and addresses of record, or to such persons and addresses as the respective party may designate in writing in the future:

City of Orting
Mayor
104 Bridge St S
Orting, WA 98360

City of Roy
Mayor
216 McNaught Rd S
Roy, WA 98580

4. **Compensation from Roy**

- a. Roy shall pay Orting a percentage of Orting's salary and benefits costs for the EA that is equal to the percentage of time the EA is assigned to provide services to Roy. The amount will be billed in quarterly installments. Roy shall pay Orting an hourly rate of \$650 per week for regular hours worked, and an overtime rate for \$51.57 for hours worked between 5:00pm and 8:00am as its share of the EA's yearly salary and benefits. Should the EA position be vacant for a portion of any quarter, Orting shall pro-rate the invoice accordingly.
- b. Orting will send the invoice to the Roy City Clerk/Treasurer. Roy shall pay each invoice within thirty (30) days of the invoice date.
- c. Should Roy require services under this Agreement that require overtime pay under Orting's rules, Orting shall pay the overtime pay to the EA and invoice Roy for reimbursement of the overtime pay amount as soon as such costs are known to Orting. Roy shall pay each undisputed overtime invoice within thirty (30) days of the invoice date.

- d. In future budget cycles, Orting shall notify Roy of any anticipated EA yearly salary and benefits rate increases, as described in Section 4(a), by October 15th of the year preceding the effective date of any change. By budgeting sufficient funds to pay the increased yearly salary rate, Roy will be deemed to have approved the change and the rate charged to Roy under this Agreement, which shall thereby be deemed amended.
5. **Record Keeping:** Orting agrees to maintain records relative to the EA employment, and to make such records available to Roy upon request.
6. **Indemnification:** Orting and Roy each respectively agree to indemnify, defend, and hold harmless the other party, and the other party's officers, employees, agents and contractors, from any claims, damages, losses, lawsuits, costs, expenses, and judgments ("Claims") arising as a result of its respective negligent or otherwise wrongful acts or omissions, in any way related to the performance of this Agreement; provided, that to the extent the Claims are caused by the other party's intentional acts or omissions or concurrent negligence, the indemnifying party's obligation under this Section shall be limited to the indemnifying party's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction
7. **Termination:** This Agreement may be terminated before expiration by written notice from either party to the other party. Termination by such notice shall become effective 90 days after receipt of notice. Roy shall remain liable to pay for all services rendered by Orting prior to the effective date of termination
8. **Governing Law:** The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement.
9. **Entire Agreement:** This Agreement represents the entire integrated Interlocal Agreement between Orting and Roy for EA services and supersedes all prior negotiations, representations, or agreements on this matter, either written or oral.
10. **Interlocal Cooperation Act:** The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement. This Agreement shall be effective when posted on the website of either Orting or Roy in accordance with Ch. 39.34 RCW.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on _____, 2023.

CITY OF ORTING

CITY OF ROY

Joshua Penner, Mayor

Kimber Ivey, Mayor

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

Michael Malek, City Clerk/Treasurer

APPROVED AS TO FORM

APPROVED AS TO FORM

Office of the City Attorney

Office of the City Attorney

CITY OF ORTING

JOB DESCRIPTION

Job Title: Executive Administrative Assistant

Department: City Clerk

Reports to: City Clerk

Revision Date: May 27th, 2022

Hourly Wage Range 2023: \$29.03 - \$32.67

Closing Date:

SUMMARY DESCRIPTION

Under the supervision of the City Clerk, The Administrative Assistant, performs a variety of detail oriented, confidential administrative work in support of the operations of the Executive and Parks & Recreation Department. This position will have contact with both internal and external customers on a daily basis. This is a full-time non-represented, FLSA exempt, non-Civil Service position. A typical work week is Monday through Friday, 8am-5pm, but with a flexible schedule to accommodate evening and weekend meetings, and events as required.

ESSENTIAL DUTIES:

Duties may include, but are not limited to the following:

1. Coordinate meetings, logistics for events, meeting, public forums, open houses, etc. for the Mayor, City Administrator, City Clerk and Management team as requested.
2. Aid with a wide variety of assignments in support of the executive department.
3. Assist with Records requests and act as Records Officer in the absence of the City Clerk.
4. Assist the City Clerk and executive staff in maintaining and filing official City records and documents including: resolutions, ordinances, meeting minutes, bid documents, contracts, documents for City Council, Commissions, Committees, Boards, and other records.
5. Post notices for meetings, and hearings, on reader board, the City newspaper of record, City website, and social media sites.
6. Provide meeting support and preparation in the absence of the City Clerk.
7. Provide support for Advisory Boards, and Committees as assigned.
8. Assist in records management, by coordinating with departments in the City, monitoring vital records and their appropriate retention schedules in accordance with State Records Retention Schedule, and other laws and regulations related thereto.
9. Maintain and update records box inventory list.
10. Maintain Inventory of Small and Attractive assets.

11. Coordinate volunteers at events & activities.
12. Assists with planning of City events.
13. Research and coordinate recreational activities for youth and adults.
14. Works with other groups or sponsors to coordinate events and activities which use City facilities and property.
15. Manages calendar of rentals and city facilities.
16. Assists City Clerk and Activities and Events Coordinator in preparing the Parks and Recreation budget request.
17. Performs the duties of a passport agent.
18. Perform other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Functions, activities, and responsibilities of the City Clerk's office.
- Knowledge of Records Management process and procedures.
- Knowledge of the different branches of municipal government
- Roberts Rules of Order and parliamentary procedures.
- State and local laws and regulations regarding public records, public meetings, and legal notices.
- Organizing recreation activities including rostering.
- Managing volunteers.
- Advertising and community engagement.

Ability to:

- Work on multiple projects simultaneously in a fast-paced and challenging Environment
- Understand trends in municipal communication practices, and implement new communication mediums.
- Work independently and cooperatively with others.
- Maintain confidentiality of sensitive materials and information.
- Communicate in person, in writing or over the phone with the public and other staff courteously and professionally. - To research and communicate findings to other executive staff.
- Interact with the public in an effective, customer friendly manner.
- Ability to follow projects to completion and meet deadlines.
- Maintain effecting working relationship with City staff and other cities.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying.

Education/Training:

- High school diploma or GED is required.
- Two years of office experience preferably in the government sector.

Licenses and Certification:

- Valid Washington State driver’s license

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is primarily performed in an indoor office setting with extended periods at a computer, sitting or standing.

Physical: Physical effort is needed to move, lift and carry office equipment, supplies, and materials. Basic communication skills such as talking, seeing, hearing is needed for frequent person-to-person contacts, and telephone usage. The nature of the work has frequent interruptions and contact with staff, and requires strong communication skills, and the ability to work independently on a consistent basis.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction.

REASONABLE ACCOMMODATIONS

Reasonable accommodations may be made in accordance with the Americans with Disabilities Act and the Fair Employment and Housing Act.

This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

This job description is not designed to cover or contain a comprehensive listing of all activities, duties, or responsibilities that are required of the employee.

The City of Orting provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, religion, sex, sexual orientation, marital status, national origin, age, gender, disability, genetics, or status as a protected veteran.

City Clerk Signature

Employee Signature

Date

Date



**City of Orting
Council Agenda Summary Sheet**

Subject: Commercial Use of Rights-of-Way (RoW)		Committee	Study Session	Council
	AB23-69	N/A		
	7.5.2023	N/A	7.19.2023	7.26.2023
	Department:	CGA/Administration		

Date Submitted:	6.29.2023
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: Ord No. 2023-1110, Commercial Use of RoW Policy

SUMMARY STATEMENT:

The Orting Municipal Code (OMC) title 8 chapter 9 regulates the commercial use of the city’s rights-of-way, and allows the same use if you apply for and receive a permit. The city has not previously had a policy or process for issuing these types of permits. Over the past several years we have seen increased use of the RoW for this type of use, and have recently had businesses request commercial use to be permitted.

Proposed is an ordinance updating OMC 8-9 which adds a fee for issuing a commercial use permit. Staff have also drafted a policy regulating the commercial use of the RoW. There is no proposed fee for adjacent business owners, but for businesses that are not adjacent, there is a process for notifying those adjacent businesses, and a fee which varies based on the length of time a permit is requested for.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on July 26th, 2023 as a consent agenda item.

RECOMMENDED MOTION: Motion:

To approve Ordinance No. 2023-1110, an ordinance of the City of Orting, Washington, relating to public ways and property; amending Orting Municipal Code Section 8-9 prohibition on providing commercial goods or services within the right-of-way or without permit; providing for severability; and establishing an effective date.

**CITY OF ORTING
WASHINGTON**

ORDINANCE NO. 2023-1110

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO PUBLIC WAYS
AND PROPERTY; AMENDING ORTING
MUNICIPAL CODE CHAPTER 8-9 PROHIBITION
ON PROVIDING COMMERCIAL GOODS OR
SERVICES WITHIN RIGHT-OF-WAY OR
WITHOUT PERMIT; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, cities are authorized to protect the public health, safety, and welfare of their communities; and

WHEREAS, cities are authorized under state law to make and enforce, by appropriate ordinances, all such police and human health regulations that are not in conflict with state law; and

WHEREAS, the business owners and residents of the City of Orting have expressed interest in using of its right-of-way for commercial activities which adds to the interest and vibrancy of a downtown city center; and

WHEREAS, the City of Orting wishes to amend and establish regulations related to the use of sidewalks for the public benefit; and

WHEREAS, in order to preserve the public health, safety and welfare, the City of Orting wishes to permit certain activities on sidewalks and other City right-of-way; and

WHEREAS, the City Council finds that the provisions of this Ordinance are necessary for the public health, safety and welfare; and

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

Section 1. Findings Adopted. The findings set forth in the above recitals are hereby adopted and incorporated by reference. Further, the City Council specifically finds that the regulation of the conduct addressed in this Ordinance is a valid exercise of its police power.

Section 2. Amendment. The title of Orting Municipal Code, Title 8, Chapter 9 is hereby amended to: ACTIVITIES IN RIGHTS-OF-WAY AND SIDEWALKS.

Section 3. Amendment. Orting Municipal Code Section 8-9-2 is amended to read as follows:

Orting Municipal Code 8-9-2

No Commercial Goods or Services to be Provided within the Right of Way or without a Permit. No person may provide food, beverages, goods, supplies or services of any sort for a commercial purpose within the public right of way in the area described in Exhibit A unless authorized by a valid Commercial Use of the Right of Way Permit issued by the City. ~~The~~Such permit shall identify the specific activity authorized by the permit, the specific location at which such activity is permitted, and the times during which the activity may occur. The City may issue such permit only if it determines that the activity and location for which the permit is requested will not have an unreasonable adverse impact on the neighborhood, ~~or~~ other uses in the vicinity, or the public's use of the right-of-way, and if the permit application meets all requirements established for commercial use of the right of way. The City may revoke such permit at any time if it determines that the activity does have an unreasonable adverse impact on the neighborhood, other uses in the vicinity, or the public's use of the right-of-way. A fee for the Commercial Use of Rights-of-way Permit may be adopted by Resolution, and council may adopt additional rules regulating the commercial use of the right of way.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

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

Section 6. 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 26 DAY OF July, 2023.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-18**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, ESTABLISHING THE CITY OF ORTING COMMERCIAL USE OF RIGHTS-OF-WAY POLICY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Orting regulates the use of its rights-of-way in Title 8 of the Orting Municipal Code; and

WHEREAS, the City of Orting finds the adoption of written policies for Commercial use of the Rights-of-Way are in the best interest of the City to provide sufficient guidance to the staff and for the issuance of permits; and

WHEREAS, the City Council desires to establish a Commercial Use of Rights-of-Way policy, and provide updates; and

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

Section 1. Adoption of Commercial Use of Rights-of-Way Policy. The City of Orting hereby adopts the “Commercial Use of Rights-of-Way Policy” as attached hereto as Exhibit A, hereby incorporated in full by this reference.

Section 2. Severability. If any section, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

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.

Section 4. Effective Date. The fee schedule adopted by this resolution shall be effective upon its passage. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 26th DAY OF JULY 2023.**

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 FAX: (360) 893-6809
www.cityoforting.org

Policy 2023-XXXX

Approved: July 26, 2023

Regulating the Commercial Use of the City's Rights-of-Way

The City of Orting regulates activities within its rights-of-way (RoW), including commercial activities, within its municipal code at Chapter 8-9. This policy promulgates certain rules, specifically for sidewalks within the downtown core of the City, to make sure that all users can enjoy this public amenity.

Accessibility

The biggest concern to allowing commercial activities within the City's RoW is blocking access pedestrians utilizing sidewalks, and providing enough space for pedestrians with mobility devices. Commercial activities on sidewalks less than 7 feet wide should be prohibited. A travel lane at least 4 feet wide shall be maintained at all times. If this is not able to be accomplished, activities on certain sections of sidewalks can be prohibited.

If multiple commercial users are located on the same stretch of sidewalk, the users must work together to make sure there is space for pedestrians to pass at least every 50 feet. The passing area must be at least 15 feet long (running parallel to the RoW) and be a minimum of 6 feet wide.

Zoning

Commercial use of the RoW is only permitted within the Mixed-Use Town Center zone of Orting, specifically the sidewalks contained within and directly adjacent to the following boundaries: Starting with Whitsell on the north and Bridge on the south, Varner on the east and Corrin on the west.

Business with frontage

Businesses directly adjacent to the sidewalk may utilize sidewalk directly abutting the business for their commercial purpose by obtaining a Commercial RoW use permit at no cost.

Non-adjacent business users

Other businesses who wish to utilize the RoW for commercial purposes but who do not have frontage directly adjacent to the sidewalks outlined in the zoning must obtain a use permit identifying

the location they will be using, and must obtain written permission from all property owners and/or businesses within 50 feet of their proposed location.

Café seating

There are two types of furniture allowed to be placed within the RoW, restricted furniture and public furniture. Businesses are required to secure or remove the furniture from the RoW at their close of business. If the furniture is restricted, the business must obtain a permit for a fee. If the furniture is open to the public, the business must obtain a no-cost annual permit.

RoW Adjacent to City Parks/Trails

Commercial activity adjacent to and within City parks continues to be regulated by Orting Municipal Code 8-6-3 and will remain otherwise prohibited.

Fees

The fee for a Commercial RoW Use permit will be \$20 for a 30 day period or \$150 for a year. This policy may be updated administratively if the Council amends its fee schedule by Resolution.



**City Of Orting
Council Agenda Summary Sheet**

Subject: Prosecution Services		Committee	Study Session	Council
	Agenda Item #: AB23-70	Public Safety		
	For Agenda of:	7.6.2023	7.19.2023	7.26.2023
	Department:	Administration		
Date Submitted:	6.28.2023			

Cost of Item:	\$26,000 (Annual)
Amount Budgeted:	\$23,500 (2023 Budget)
Unexpended Balance:	(\$ 2,500)
Bars #:	001-515-41-41-04
Timeline:	End of July
Submitted By:	Scott Larson

Fiscal Note: The unbudgeted balance will be covered by funds on hand in 2023 and the full cost will be incorporated into the 2024 Budget.

Attachments: Resume & Cover Letter

SUMMARY STATEMENT:

The City was given notice earlier this year of a change in prosecutor services from our current contractor. In light of the change in services, and since it has been approximately 8 years since we bid this service; staff issued an RFP for qualified individuals or firms to provide prosecution services for Orting. We received one submission, from Karen Lentz, who has provided substitute prosecution services to the city over the past two years as our regular prosecutor was not available. Ms. Lentz has provided excellent prosecutor services to the city along with support to our Police Department over the last few years as there have been multiple changes in how law enforcement is conducted in this state.

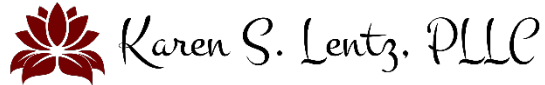
Staff recommend that the council authorize the Mayor to negotiate a professional services contract with Ms. Lentz for prosecution services.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on July 26th, 2023 as a consent agenda item.

RECOMMENDED MOTION: Motion:

Motion to approve Karen S. Lentz, PLLC for prosecution services for City of Orting Municipal Court beginning on August 31, 2023 and commencing on December 31, 2024.



10410 163rd Ct. NE
Redmond, WA 98052
(847) 924-7940

karenlentzlaw@gmail.com

June 20, 2023

City Clerk's Office
Attn: Prosecution Services Proposal
Orting City Hall
104 Bridge St. S.
Orting WA 98360
kagfalvi@cityoforting.org

RE: RFP for Prosecution Services

Dear People of the City of Orting:

I am submitting this proposal to be considered for the prosecution contract for the City of Orting for the period beginning August 1, 2023, ending December 31, 2024. I bring to you 15 years of criminal law experience with a focus on Municipal prosecution in the last 7 years with over a year of that practice directly in Orting. I am dedicated to providing the City of Orting with the highest level of professional services if selected as your next prosecutor and I thank you in advance for your consideration of my proposal.

Statement of Qualifications:

I attended and graduated from Loyola University Chicago School of Law in 1996 on a then-existing accelerated 3:3 program. My WSBA# is 50396 and I am a member in good standing with the Washington State Bar and have been since admittance in 2016. My attached resume outlines my considerable experience in prosecuting criminal cases as well as my education and years of licensure in each state licensed. I have experience in both felony and misdemeanor cases and courtrooms, giving me broad perspective.

I spent 8 years prosecuting at the county level in Illinois, handling every stage of the prosecution of cases from traffic infractions to felony cases. I gained considerable experience with investigations, charging, motions, trial practice, grand and petit jury selection and practice. The bulk of my time in those positions was spent in the courtroom actively engaged in motions and trial practice or developing the cases in the office through investigation and research as well as witness interviews. The Lake County position was a high-volume caseload which often required

back-to-back days of motions and trials, both jury and bench with little time between cases to prepare or study a case. As a result, I developed a system to fully prepare a high volume of cases at the outset including notes and task lists so that any attorney could pick up a file at any stage of litigation and represent the client with knowledge, ease and grace. I also spent time training interns and new lawyers, often mentoring and teaching trial skills, as well as training police officers to maximize their expertise in the courtroom.

For the last 7 years in Washington, I fully prosecuted misdemeanor, gross misdemeanor, and traffic infractions at each stage of prosecution, and have represented select private clients in defense of traffic infraction and DUI cases, as well as with limited family law matters and mediation issues. With my skill and experience, I have been able to seamlessly step into courtrooms to represent municipalities on short notice or when there has been an abrupt prosecutor turnover.

My understanding of the type and level of prosecution services needed for Orting is a Prosecutor with integrity and compassion and a firm hand with courtroom skill who will hold the defendants accountable with creative use of the full power of the office and laws available to achieve the goal of justice for the City. As your prosecutor, I am fully aware that I represent the People of the City of Orting, so my actions must be firm, fair, reasonable, and ethical. I understand that court is in session twice monthly, but my availability 24/7 for questions and seamless continuing case management is essential. My experience is that Orting requires approximately 24 hours per month of my time devoted to general case management and police support. Additional time is required annually for police officer updates/training and trial practice.

Prosecution is time-sensitive, so I generally monitor and respond to texts, calls and emails within a few hours, sharing my cell phone with the court, city and staff so they know how to reach me for an immediate/emergent response. I pride myself in building trust with the Court and Police so that we can mutually rely upon immediate response times to achieve our common goals and time commitments.

I have experience using problem solving courts such as Veteran's, Mental Health, and Community Court. While I am selective in using Veteran's and Mental Health Courts, I find that referred defendants are frequently successful, both due to a careful selection process and the strength of the programs. I find Community Court to be a useful tool where resources allow, are most successful when well-funded with case managers who can give defendants a deep level of support tailored to their needs.

I am fully aware of the scarcity and value of court resources and the downside of maintaining heavy caseloads in the Courtroom, so I take advantage of defendants who may be on probation outside of our jurisdiction or in specialty programs or courts like military based programs, Drug or Community Court. Frequently this means global resolutions where defendants are held accountable in our court with convictions while the burden of compliance monitoring is shifted to those other courts. This also increases the chance of success for defendants by streamlining their affirmative tasks.

I also have experience with diversion programs. For defendants new to property crime, programs like Friendship Diversion can be hugely successful in altering future behavior, and achieving restorative justice. Prosecutors can support success with diversion programs with community awareness and a strict policy of criminal prosecution where diversion fails.

Within the past year I started using Survivors FIRST as a diversion-type program with domestic violence victims who become defendants. This program through King County appears to be well funded and dedicated to empowering DV survivors to disengage from the cycle. Although not generally applicable for Orting, the feedback I receive indicates success with the program once people are fully engaged. Often these clients receive support with counseling, education around DV, self-empowerment, food, clothing, child care and shelter/housing resources to solve the DV issues driving their criminal behavior.

In Orting, the Recovery Navigators Program has been a presence in the Courtroom to offer support for defendants with substance abuse related issues, as well as guidance with DOL services and offering resource connections for DV victims. Currently the Navigator program is not specifically set up as a court ordered diversion program, however, the recent law change under the “Blake Fix” appears to create more reliance upon the Navigator Program as a diversion option and also appears to give the Court more ability to enforce cooperation with the program both through diversion and through the alternative conviction/compliance/vacation scheme.

I also make use of tools like Stipulated Orders of Continuance, Deferred Sentences, and discrete prosecutor diversion agreements to create favorable outcomes for the City. While these solutions may be more labor intensive for the Prosecutor, these tools are a luxury of working on misdemeanor and gross misdemeanor cases where prosecutors have more control over the outcome of the cases and more flexibility in crafting solutions to satisfy society, victims, the City and the defendant’s needs.

Jail and electronic monitoring create a necessary financial burden to the City, however continued criminal behavior also burdens the City and society. Keeping this in mind, my goal in prosecuting is not just conviction and jail oriented but is also to encourage change the behavior patterns of the defendants to ensure pro-social behavior going forward to ultimately lessen the ongoing burdens on society and the City.

As Prosecutor, I have a responsibility to ensure that the system itself is fair. I represent the City as a whole, as well as each individual member of the City including the defendant. In this role, I am a member of the team that we call our justice system. I have an obligation to the Court and Court Support Services to be always respectful and ethical in presenting my cases to the Court and to hold the Court accountable to Judicial ethical standards and the law, as well. I must remain aware of and be respectful of the precious resources of the system including the people. I am also obligated to the Court to ensure the Police are using best practices to protect society, themselves, and the rights of the Defendants by upholding the laws of the city, state, and country.

I have an obligation to the Police to support their lawful actions and aid them in cutting crime rates in the City while keeping them safe and supported to the best of my ability. I must also be cognizant of their time and energy as a finite resource and delicately balance the need for in Court testimony and additional investigation with concern for their safety, the need to have coverage on the streets, and off-time. I have an obligation to the Police Department to keep its members aware of changes in the law, guide them on best-practices and navigating their cases into the Court system as well as keep them abreast of the outcomes of their cases.

I have an obligation to the victims and witnesses to keep them informed of the case, their rights in the system, the tools available for their voice to be heard and resources available to them. I have

an obligation to make sure their voices are heard in the system and do my best to hear and achieve what justice looks like to them, realizing the idea of justice is both personal and fluid.

I also have an obligation to the community to act in a reasonable manner, follow the law and ethics rules, and take my ego out of the process to achieve these goals. I have an obligation to counter implicit bias in the system as well as with individuals who interact with the system.

In cases with pro se defendants, my approach is to first point out the benefits of hiring a lawyer or applying for Public Defender. If they persist in self-representation, I am compassionate yet firm, starting discussions by explaining my role and making sure to explain what topics are appropriate for our negotiation. In the courtroom arena I do not hesitate to ask the Court to hold pro se defendants accountable to the laws of criminal procedure and follow general rules of court decorum. I will offer to share limited resources to the pro se individual like a statute number or web site to gain knowledge and tools. I do not take advantage of people who represent themselves but give them reasonable offers as I would with any represented party.

When plea bargaining, I treat each case individually. I make it a point to negotiate only after reading the reports and looking at the supporting evidence. I evaluate the case in terms of felony eligibility or how it will impact any future prosecutions and sentencing at any level. If appropriate, I will refer a case up to a felony prosecutor or ask the Police Officer if they have guidance or an opinion on keeping the case in Municipal Court. I have a general starting point in my mind for each type of case and then factor in the criminal background of the defendant and the witnesses/victims and look at the strength of my case and the time value of taking the case to a full run of motion hearings and a jury trial. I am fully aware of the resources of the court system – time, money, people, bringing in witnesses, calling in a jury panel, and the ultimate cost of losing jurisdiction over the defendant. Maintaining jurisdiction over a defendant is often the only way the City has an ability to achieve compliance with services and/or protect victims. I also factor in the importance of convictions on specific types of cases like cases with DV designations or DUI's where prior convictions become critical components. Finally, I do consider the role of convictions of crimes of dishonesty in terms of job and proof of veracity related consequences.

Once I convey an offer I ensure the defendant is aware of the fact that they received an offer. My negotiation is based upon credible information shared to me by the defense. I factor in their evidence and strategy along with the root cause of the criminal behavior and level of accountability they can achieve at this point. I offer jail for many purposes - as incentive to accomplish affirmative tasks, as a place for sobriety to begin, a way to keep victims safe, and as punishment when defendants are not capable of achieving accountability and changed behavior through other means.

In domestic violence cases I am also cautious to negotiate a solution with the victim's immediate and ultimately long term safety as my focus. Depending upon the level of proof available and cooperation of the victim, I will use tools like no contact orders, weapons surrender, bond conditions, counseling and classes for defendants and I will manipulate the time on the case to achieve maximum safety and accountability.

Prosecutors have limited ability to force victim cooperation, however, I do counsel and direct victims toward resources and tools with a goal of minimizing their future involvement in the system. I work closely with advocates to gain trust and cooperation of victims. The current model in Orting is for the prosecutor to contract a DV advocate, however, especially with new law changes this year, it would be more in line with Orting's best practices and goals to directly

contract the advocate through the police department. This would afford seamless support for victims and close the critical time gap between the officers talking to the victim on the street and the advocate taking the hand-off. The 2023 DV law changes give the court authority to issue immediate no contact orders and weapons surrenders when police are on the scene of a DV call where victims request police assistance to obtain the order. Best practice would be to have an on-call police funded advocate available to guide the police and victim through this process as well as assisting the victim with the practical reality of implementing the orders, creating a safety plan and navigating necessary support services.

My law firm's other current client includes the City of Tukwila. I am unaware of any potential or actual conflicts of interest. I do not and have not had any litigation or judgments rendered against myself or my law firm or my legal work. There are not and have not been any complaints against me or my license with the Washington State Bar Association.

Communication and integrity are key components to my work and ethic. Lawyers must communicate constantly and cleanly to be successful. Prosecutors must seek answers to questions rather than make assumptions. Communication with the client, support staff, court staff, witnesses, victims, police officers, and opposing counsel is most successful when done in a timely fashion, and with honesty and with curiosity to achieve true justice and maintain transparency. As your Prosecutor, I promise to do my best to communicate impeccably.

Proposal:

For compensation, I propose a monthly flat fee structure of \$2,200 per month for the full term of the 17 month contract commitment. This includes the Prosecutor being available in Court for the current court hours of the first and third Tuesday of the month. This includes any jury trials or appellate court work resulting from the prosecution that would require court appearances outside of the normally scheduled hours of Orting Municipal Court, as well as general police support and training for related matters.

If the Court expands its hours beyond the current listed hours to include require additional time/calendars or a community court, I propose that additional time in Court will be calculated and billed at \$70 per hour which includes consideration for prep time before the appearances and clean up time after court as well as administrative costs to the Prosecutor.

If I am unable to attend Court and a coverage attorney is needed, I will provide a reliable, suitable replacement for myself having prepared the cases and the attorney to appropriately represent the City in my stead. I propose that if a coverage attorney is needed for Court appearances for more than 2 consecutive court days, written consent of the City is required for approval; however if coverage is required for 2 or fewer consecutive court days, written approval from the City will not be required.

I will provide proof of appropriate malpractice / professional liability insurance in a timely fashion once the contract is signed.

I propose that Commercial General Liability Insurance coverage by my firm is not necessary as part of this contract.

I propose that Worker's Compensation is not required for a sole practitioner, so it should not be required for this contract unless employees are hired by my firm to manage the caseload.

I propose that I will work closely with a DV Advocate to manage the cases, but that the City be responsible for payment of the DV Advocate whether as a direct hire or contractor with the City/Police Department or via reimbursement to cover my firm's use of an advocate, as can be negotiated and agreed by the parties going forward.

I propose that the City obtain and maintain access to a computerized legal case management system as the repository and filing system for the prosecution files, giving my firm a log-on account to access and manage the cases on behalf of the City and to allow for transparency and tracking of case management. This proposed clause honors the fact that prosecution files are the property of the City and having the City designated owner on the account will create clarity of ownership, ease and flow for any future transitioning of files/prosecutors, as well as give the City more immediate control over access to their property. The parties can agree to investigate options together, and a sample practical and financially sustainable system is mycase.com which can be investigated here: [Pricing | MyCase](#).

Professional References:

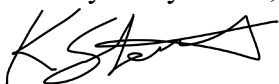
Judge Krista White Swain, WSBA #26592
PO Box 1087
Enumclaw, WA 98022
kristaswain@gmail.com
(253) 927-3913

Judge Kimberly A. Walden, WSBA #27642
150050 Tukwila International Blvd
Tukwila, WA 98188
Kimberly.walden@tukwilawa.gov
(206) 433-7186

Torrie Mark Newsome, Criminal Defense Attorney & City Attorney
705 Yoeman Street
Waukegan, Illinois 60085
torriewnewsome@gmail.com
(847) 650-3941

I look forward to working with the City of Orting for the term of this proposal. Please let me know if you need any additional information.

Very Truly Yours,



Karen S. Lentz

Bar No. 50396

Karen S. Lentz

10410 163rd Ct. NE, Redmond WA, 98052 / (847) 924-7940 / karenslentzlaw@gmail.com

Legal Experience

Karen S. Lentz, PLLC (Redmond, WA)

Feb 2016 – Present (7 years)

Misdemeanor / Traffic Prosecution as short-term, short-notice contract attorney for coverage of all stages of municipal prosecution including charging, investigation, and court appearances, motions and trial practice, victim/witness interviews, and police officer training. Municipalities represented: Tukwila, Burien, Algona, Orting, Shoreline, Lake Forest Park, Kenmore, Milton, Enumclaw, Fife, Black Diamond, Issaquah, and North Bend.

Individual Client Representation General practice family law, traffic and estates/wills. Representing clients in divorce, child custody, protection order, DUI and traffic infractions including negotiated settlements, written/oral motion practice and trials, and document drafting.

Facilitative Mediation Focus on primarily family law matters providing a calm environment for clients to engage in productive communication to reach a common goal, drafting agreements to avoid contentious court hearings.

Contract with The Walls Law Firm / Tukwila, WA

April 2022 – Present (1 year)

Full prosecution of municipal cases including investigation, charging, motion practice and trials for all misdemeanor, gross misdemeanor and contested with attorney infraction cases as well as tow hearings and post disposition hearings and motions. Responsible for charging 2-year backlog of cases while accomplishing quick turnaround of current cases to increase accountability and timely prosecutions. Making daily bond recommendations to Court and representing City on Wednesday and Thursday calendars. Giving victim and witness support to ensure their rights are known and their voices are heard, seeking warrants where appropriate to protect the community. Training/updating Tukwila Police on new laws and best practices, researching legal questions and giving guidance and feedback as needed. Participating in Organized Retail Theft meetings for the City and King County metro area including on-site meetings with Retailers. Participating in Tukwila Court's exploration and investigation for Community Court.

Contract with The Walls Law Firm / Orting, WA

October 2021 – Present (1.5 year)

Responsible for full prosecution of municipal cases including investigation, charging, written/oral motions practice, appearances in Court for all hearings including bond hearings, arraignments, pretrial conferences, motions, jury readiness, sentencing hearings and post disposition review hearings, as well as appearing for contested with attorney infractions. Training/Updating Orting Police on new laws and standard practices, researching legal questions and giving guidance and training to officers as needed.

Contract with Law Office of Sarah Roberts / Shoreline, WA Dec 2019 – Present (3.5 years)

Prosecution of review matters for Shoreline (KCDC) including post disposition and SOC matters to ensure defendants are held accountable for compliance with probation and other conditions of their agreements with the City and the Court. Includes appearing for hearings, presenting testimony and

evidence, making recommendations to Court and finding creative solutions to encourage compliance with treatment and other aspects of case conditions to ensure justice for the City.

Volunteer, Eastside Legal Assistance Program (Bellevue, WA) 2018-2020 (3 years)

Consult with clients for family law matters related to domestic violence including divorce, child custody, protection orders and guardianship. Assist in planning strategy, investigation, discovery, drafting documents and well as empowering clients for self-representation in court appearances.

Volunteer, King County Dispute Resolution Center (Seattle, WA) 2015 - 2019 (4 years)

Mediation facilitation with an emphasis on neutrality, empowering clients in conflict to create realistic and durable solutions together. Provide phone and in person mediation and conciliation services including facilitation of discussion and drafting of agreements for neighborhood disputes, family law, landlord-tenant, employment, and contract issues as well as in person small claims court mediation (Burien and Issaquah) and occasional coverage for Mediation Services Director.

Lake County Principal Assistant State's Attorney (Waukegan, IL) 1998 - 2003 (6 years)

Criminal prosecution representing County in all stages of prosecution. Charging, filing, investigation, witness/victim interviews, legal research, grand jury investigation and indictments, preliminary hearings, written and oral motion practice, bench trials, jury trials, sentencing hearings and post-conviction hearings for cases including murder, sex crime, drug, domestic violence, as well as misdemeanor, DUI, juvenile delinquency, abuse and neglect, termination of parental rights, and truancy cases. CASA volunteer training, Police Officer training, new attorney, and law student intern training. Conducted Grand Jury jail tours, participated in community outreach on behalf of the office including moot court exercises, and educational presentations at local schools.

Ogle County Assistant State's Attorney (Oregon, IL) 1996-1998 (3 years)

Criminal prosecution representing County in all stages of prosecution. Charging, filing, investigation, witness/victim interviews, legal research, grand jury indictments, preliminary hearings, written and oral motion practice, statutory summary suspension (DOL) hearings, bench trials, jury trials, sentencing hearings and post-conviction hearings for cases including murder, sex crime, drug, domestic violence, misdemeanor, DUI, traffic infractions, juvenile delinquency, abuse and neglect, termination of parental rights, truancy and county ordinance violations. Officer training, new attorney and law and high school intern training. Community outreach and presenting DUI Victim Impact Panels for DUI defendants.

Education

Loyola University Chicago School of Law JD, Law 1993-1996

Loyola University Chicago BA, Political Science, Honors Magna Cum Laude 1990 – 1994

Licenses

Washington – since 2016, Bar No. 50396

Illinois – since 1997, current status inactive, Bar No. 6237540

Wisconsin – 1997 – 2009, Bar No. 1029516

US District Court Northern District of Illinois admission year 1997



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB23-71	Public Works	7.19.2023	7.26.2023
Notice of Award, 2023 CIPP Relining Project	Department:	Public Works Committee/Engineering		
	Date Submitted:	7.13.2023		
Cost of Item:	<u>\$207,121.55</u>			
Amount Budgeted:	<u>\$200,000</u>			
Unexpended Balance:	<u>\$(7,121.55)</u>			
Bars #:	408.594.35.63.16			
Timeline:	Study Session 7/13			
Submitted By:	JC Hungerford, PE			
Fiscal Note:				
Attachments:	Certified Bid Tab			
SUMMARY STATEMENT:				
<p>The City received one bid to reline the 510LF of 8” sewer main on Eldredge Ave SW between Train Street SW and Bridge Street SW as part of our sewer preservation and rehabilitation efforts. This bid was to provide a no-dig relining process. Insituform Technologies, LLC met all of the minimum requirements. This project will reline an aging section of the City’s sewer collection system that is cracked in multiple locations, resulting in significant inflow and infiltration of groundwater.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 26 th , 2023 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
Motion to approve Insituform Technologies, LLC as the lowest responsive bidder for the 2023 CIPP Relining Project in an amount to not exceed \$207,121.55.				

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

Project Name: 2023 CIPP Relining Design Project
ENGINEERS ESTIMATE

Bidder #1
 Insituform Technologies, LLC

BASE BID - 2023 CIPP Relining Design Project							Unit Price	Total Amount
Item No.	Spec. Section	Description	Unit	Qty	Unit Price	Total Amount	Unit Price	Total Amount
1	1-04	MINOR CHANGE	FA	1	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
2	1-05	RECORD DRAWINGS (MIN BID \$500)	LS	1	\$ 575.00	\$ 575.00	\$ 541.00	\$ 541.00
3	1-07	SPCC PLAN	LS	1	\$ 1,725.00	\$ 1,725.00	\$ 4,868.00	\$ 4,868.00
4	1-09	MOBILIZATION	LS	1	\$ 18,342.20	\$ 18,342.20	\$ 25,140.00	\$ 25,140.00
5	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 6,491.00	\$ 6,491.00
6	1-10	TRAFFIC CONTROL SUPERVISOR	LS	1	\$ 5,750.00	\$ 5,750.00	\$ 10,278.00	\$ 10,278.00
7	1-10	FLAGGERS	HR	80	\$ 64.00	\$ 5,120.00	\$ 184.00	\$ 14,720.00
8	7-20	SANITARY SEWER BYPASS PUMPING	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 2,705.00	\$ 2,705.00
9	7-20	SEWER MAIN CLEANING AND INTERNAL INSPECTION (CCTV) - PRE-REHABILITATION	LF	510	\$ 12.00	\$ 6,120.00	\$ 9.00	\$ 4,590.00
10	7-20	SEWER MAIN CLEANING AND INTERNAL INSPECTION (CCTV) - POST-REHABILITATION	EA	510	\$ 12.00	\$ 6,120.00	\$ 9.00	\$ 4,590.00
11	7-20	CURED-IN-PLACE SEWER PIPE 8 IN. DIAM.	LF	510	\$ 196.00	\$ 99,960.00	\$ 191.00	\$ 97,410.00
12	8-01	INLET PROTECTION	EA	6	\$ 92.00	\$ 552.00	\$ 1,082.00	\$ 6,492.00

Subtotal Bid Schedule	\$	201,764.20	\$	189,325.00
Sales Tax (9.4 percent)	\$	18,965.83	\$	17,796.55
TOTAL BID SCHEDULE (subtotal plus sales tax)	\$	220,730.03	\$	207,121.55

Sealed bids were opened at the City of Orting, City Hall
 104 Bridge Street S, Orting, WA at 10:00 AM July 7, 2023

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



Signature/Date



07/13/2023

***Apparent Low Bidder