



**CGA Committee Agenda**  
**September 6th, 2023**  
**8:30am**

**Greg Hogan, Councilmember, Chair**

**Melodi Koenig, Councilmember**

**Kim Agfalvi, City Clerk**

**Scott Larson, City Administrator**

**Gretchen Russo, Finance Director**

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

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

Zoom link: <https://us06web.zoom.us/j/89260011082?pwd=dTRWakF5dlVncnVHZy9TTEx2WUxTZz09>

Meeting ID: 892 6001 1082

Password: 517817

**1. Call to Order**

**2. Parks Report**

**3. Public Comments**

**4. Agenda Items**

- A. AB23-75 – Orting Pumpkin Festival.
- B. AB23-85 – Closing for Lunch.
- C. AB23-86 – Compensation Policy.
- D. AB23-87 – Fee Schedule.
- E. AB23-90 – Suspending August Meetings.
- F. AB23-91 – Murrey's Franchise Agreement.
- G. AB23-92 – Legislative Priorities 2024.
- H. AB23-88 – 2024 Grants.
- I. AB23-93 – Plaque Relocation Request – Orting Historical Society.

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

Final comments.

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

**6. Adjournment**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Pumpkin Festival Sponsorship.	<b>AB23-75</b>	<b>CGA</b>		
		<b>8.2.2023</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>7.26.2023</b>		
<b>Cost of Item:</b>	<u>\$N/A</u>			
<b>Amount Budgeted:</b>	<u>\$N/A</u>			
<b>Unexpended Balance:</b>	<u>\$ N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Orting Pumpkin Festival. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol>				
<b>RECOMMENDED ACTION: Action:</b>				
Move forward to Council Study session on September 20th, 2023 for Council consideration.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve Resolution No. 2023-19, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Pumpkin Festival.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2023-19**

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

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

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

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

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

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on August 2, 2023, and recommended approval of the application; and

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

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

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

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

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

application for sponsorship, on Saturday, October 14, 2022 from 8:00am– 7:00pm. The Mayor is authorized to enter into a contract with the Orting Pumpkin Festival to memorialize the City’s sponsorship described herein.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF SEPTEMBER, 2023.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

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

Revised 1/5/22 by M.Alfiere 1

## **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](mailto:recreation@cityoforting.org)

Web: [www.cityoforting.org](http://www.cityoforting.org)

Website: [www.cityoforting.org](http://www.cityoforting.org)

## **SPECIAL EVENT APPLICATION**

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs/walks that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure

guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** \_\_\_\_\_

NAME OF APPLICANT:

GARY W. GRAPE

NAME OF ORGANIZATION:

TACOMA Events Commission

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

MAILING ADDRESS:

4109 E-7 BRIDGEPORT Way. W., UNIVERSITY Place,  
WA 98466

EMAIL ADDRESS:

GWGRAPE47@COMCAST.NET

NAME OF EVENT:

ORTING Pumpkin Fest

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

DATE(S) OF EVENT:

OCTOBER 14, 2023

TIME(S) OF EVENT: Set-Up 8:00 AM. Start of  
Event 10:00 AM

End of Event 5:00 PM Exit Time 6:00 PM Revised  
1/5/22 by M.Alfiere 2

PRIMARY CONTACT

NAME: GARY W. GRAPE PHONE: 253-230-6851

PRIMARY CONTACT

EMAIL: GWGRAPE47@COMCAST.NET

DAY OF CONTACT

NAME: SAME AS ABOVE PHONE: SAME AS ABOVE

DAY OF CONTACT EMAIL:

SAME AS ABOVE

ALTERNATE CONTACT:

JO ANN HOLBROOK PHONE: 206-300-8650  
joann.holbrook@comcast.net

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):

- 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)?

when map is complete a copy  
will be given to City of OATUG STAFF

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

Same as ABOVE

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

Same as ABOVE

*cf* **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 Revised 1/5/22 by M.Alfiere 3

No



**City Services (please mark all that apply) Price Total Price**

- 1 Public Work staff \$75/hr x \_\_\_ hrs \$ sponsored
  - 1 Police Officer \$85/hr x \_\_\_ hrs \$ \_\_\_\_\_
  - 1 Dumpster \$20/event \$ sponsored
  - 2 Standard Portable Restrooms (Delivery/Pick Up/Cleaning) \$150/event \$ sponsored
  - Electricity (2 Spider Boxes) \$50/event \$ sponsored
  - Audio/PA system (Does not include a DJ) \$75/event \$ \_\_\_\_\_
  - Barricades (Must provide placement on map) \$50/event \$ sponsored
  - Street Sweeper (man power/vehicle) \$150/hr x \_\_\_ hrs \$ \_\_\_\_\_
  - Portable Trailer Sign \$50/day x \_\_\_ days \$ \_\_\_\_\_
  - Banner (Banner request required) \$195 (up for 2 weeks only) \$ sponsored
  - Facility Rental Fees & Deposits \$ Varies \$ sponsored
- \*See Appendix A for rental rates\*\*
- Blanket Vendor Permit \$100/event \$ 100
- Total For Special Event Services \$ 300
- Special Event Fee \$200
- TOTAL TO BE PAID \$ 300

\* Requesting Tier 2 Sponsorship

**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:

Sept 130 1 2023 through Oct 1 14 1 2023

**\*The banner may only be across SR 162 for 2 weeks\***

\* Material Type: See Below Size: \_\_\_\_\_

X \_\_\_\_\_ Thickness: \_\_\_\_\_

How many cuts are on banner? \_\_\_\_\_ One sided or two-sided? [ ] One [X] 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. Revised 1/5/22 by M.Alfiere

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\* We are presently having a NEW BANNER MADE at Promo up Now in GRAHAM. I will contact them on Monday (6/13/23) and get that info for you.

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

If yes, please answer the following:

PARADE START TIME: NOON START LOCATION

(show on map): When map is complete a copy will be given  
STAGING AREA – WHERE/WHAT TIME (show on map): TO STAFF

TRAIN ST. by LIGHT TOWER  
PARADE ROUTE (show on

map): When map is complete a copy will be given  
TO STAFF

WILL HORSES OR OTHER ANIMALS BE IN PARADE? [ ]

Yes  No

If yes, approximately how many

animals? Dogs, Approx 25

**\*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)?

Yes, Train Street & Callistoga  
When map is complete a copy will be given to  
City Staff

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

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

Personal Contact

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

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:**                     

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:**                      Revised

1/5/22 by M.Alfiere 5

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

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

Name of Insurance Company:

We will have the insurance required by July 1, 2023

Policy Number:

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**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting.

**Initials:** \_\_\_\_\_

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization, and further AGREES to defend, indemnify and

hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property.

Initials: [Signature]

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

APPLICANT  
SIGNATURE: [Signature]

DATE: June 17, 2023

PRINT

NAME: Gray W. Grape

Title/Role with  
Organization: \_\_\_\_\_

***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: Or Stop by:

City of Orting City Hall

Attention: Special Events 104 Bridge St S

PO Box 489 Orting, WA 98360

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\*\*** Revised 1/5/22 by M.Alfiere 6

- o Hosted by a Non-Profit Organization registered with the Washington Secretary
- o Be open to all Orting residents;
- o Serve a valid municipal purpose, such as strengthening the City's sense of
- o All items of the application are completed in full and received by the
- o A brief letter defining the purpose of the event and the tier of sponsorship
- o Proof of liability insurance that compiles with the terms of Section IV of the City

### **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: of State, and provide proof of active status;

community or celebrating the City's history.  
City 90 days prior to the date of the event;  
requested (Review the Special Event Sponsorship Policy for  
more information);

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. Revised 1/5/22 by M.Alfiere 7



**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. Revised 1/5/22 by M.Alfiere 8

**APPENIX A  
FACILITY RENTAL RATES  
MULTI-PURPOSE CENTER (MPC)**

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



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

Receipt Number: **26886**

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

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

Date	Receipt Number	Amount
6/23/2023	26886	\$200.00

Printed By jcorona	Check	4000	\$200.00
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001.362.40.04.00 - Special Event Fee - PumpkinFest 2023

DEPARTMENT COPY



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

Receipt Number: **27308**

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

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

Date	Receipt Number	Amount
8/17/2023	27308	\$100.00

Printed By     ?  
jcorona

Check                     4005

\$100.00

001.362.40.04.00 - Pumpkinfest Blanket Vendor Fee Payment

DEPARTMENT COPY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Evanston Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Tacoma Events Commission c/o Tony LaStella 4107 E-7 Bridgeport Way University Place WA 98466		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5474-M3237310	10/14/2023 12:01 AM	10/15/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 1500, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

**CERTIFICATE HOLDER****CANCELLATION**

City Of Orting 104 Bridge St S 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 
--	--

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# EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

City Of Orting  
104 Bridge St S  
Orting, WA 98360

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II – Who Is An Insured**:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



DRAFT / Final by Oct. 5<sup>h</sup>



2022 Map

Reference:

- Notes:
1. This map is the property of Tacoma Events Commission (TEC). Only TEC and permitted users are authorized to use and reproduce this document
  2. The locations of all features shown are approximate.
  3. Tacoma Event Commission can not guarantee the accuracy and content of electronic files.

Map Revised: Sept 28, 2015



Maps by DataGuide Solutions, LLC

SITE LAYOUT

PUMPKIN FEST 2019  
NORTH ZONE



A-1 SMITH BROS.  
 A-2 NORTHWEST SPICES  
 A-3 PREFERRED BENEFIT

A-4 VIMEM MADYA  
 A-5 STUNGUN RODNEY  
 A-6 FULL MOON RISING  
 A-7 A LIVING CANVAS  
 A-8 ART GLASS CREATIONS

A-9  
 A-10 NORTHERN DIXIE DESIGN  
 A-11  
 A-12 KRAFTY KATT COLLECTIONS  
 A-13

A-14 JS NOVELTIES  
 A-15 T'S HAPPY GOLFER  
 A-16

A-17  
 A-18 OUT OF AFRICA  
 A-19

A-20 BANDANA BUDDIES  
 A-21

A-22 WESLY COAST LAZER  
 A-23 BEACH GIRL DESIGNS  
 A-24

A-25 POW WOW CRAFTS  
 A-26 POW WOW CRAFTS  
 A-27 DRAGONS KARATE

F-13 TNT ESPRESSO/MINI  
 F-14 UNCLE GIZMOS  
 F-15  
 F-16  
 F-17  
 F-18  
 F-19

F-1 EGG ROLL HUT  
 F-2 EGG ROLL HUT  
 F-3  
 F-4  
 F-5  
 F-6  
 F-7

F-25 SIMPLY KETTECORN

JOHN THE MAGIC GUY

A-28 CRAFTS BY CHERRIE  
 A-29 WIND AND RAI SOAP  
 A-30  
 A-31 SUZIE TOYS

ROAD CLOSED

Little Pumkin  
 Parade Check-in  
 Parade Start

PET

Legend

- Garages
- Footpaths Trail/Parade Route
- Vendor Spaces
- TYPE**
- Car Show
- Game
- Other
- Stage
- TRAILER

Reference:

- Notes:
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  2. The locations of all features shown are approximate.
  3. Tacoma Event Commission can not guarantee the accuracy and content of electronic files.

Map Revised: Sept 28, 2015



Maps by DataGuide Solutions, LLC

SITE LAYOUT

PUMPKIN FEST 2019  
 CENTRAL ZONE



August 20, 2023

Michell Alfieri  
104 Bridge Street South  
Orting, WA 98360

Dear Michell,

We are all excited about bringing the 15<sup>th</sup> Annual Orting Pumpkin Fest back to the City of Orting this year. Thank you for giving us the opportunity to apply for assistance with your Tier 2 Sponsorship. In the past years, the City has graciously helped us through this sponsorship and we were granted each year the help from this sponsorship. These are some of the items that the City has provided our non-profit at no-charge:

1. Block Train Station
2. Block Calistoga
3. City Logo on Event
4. Post Event on Reader Board
5. Post Event on City Website and Facebook
6. Usage of Available Electrical Spider Boxes
7. One Maintenance Staff Employee
8. Police Staff to set up barricades, cones, Traffic Signs
9. Two Port A Potties
10. One Garbage Dumpster
11. Barricade/Cones/Traffic Signs
12. City to hang the Orting Pumpkin Fest Banner over Washington Ave (State Highway at no fee)

Looking forward to hearing from you,

Respectfully

Jo Ann Holbrook  
Event Manager  
Orting Pumpkin Fest

4109 E-7 Bridgeport Way W  
University Place, WA 98466  
Cell 206.300.8650



### Special Event City Sponsorship Cost Estimate

**Event Name: Pumpkin Fest**

**Event Date & Time: October 14, 2023, 8am-6pm**

**Applicant/Organization: Gary Grape, Tacoma Events Commission**

City Services Requested	# of hours	Estimated Cost
Use of Main City Park (includes Gazebo & BBQ area)		\$150.00
Use of North Park (includes Orting Station)		\$100.00
Close Train St. around Bell Tower		\$75.00
Close Calistoga St. from Van Scoyoc Ave. to Washington Ave.		\$100.00
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.		\$150.00
Event Advertisement (reader board & social media)		\$75.00
1 Public Works staff (estimated \$75/hr)		\$0.00
2 Public Works staff (estimated \$75/hr each)	10	\$1,500.00
Police support (estimated \$85/hr each)	2	\$170.00
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$2,880.00</b>

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



---

104 Bridge St S., PO Box 489, Orting, WA 98360

Phone: (360) 893-9017 Fax (360) 893-6809

Email: [recreation@cityoforting.org](mailto:recreation@cityoforting.org)

July 26<sup>th</sup>, 2023

This memo is regarding the Special Event Application for the Pumpkin Fest Event, organized by the Tacoma Events Commission taking place on October 14, 2023. As of now the Special Event Application and Sponsorship Application are complete excluding the following:

- Letter requesting sponsorship of event.
- Current insurance certificate citing City of Orting as additional insured.

I am proposing that the Special Event Application and Sponsorship Application be considered for conditional approval by the Community and Government Affairs (CGA) committee, pending that these items are received by the City as soon as possible. The Pumpkin Fest has proven to be a successful event in years past and it would be beneficial to the City to continue this event in 2023. The primary organizer of this event has faced health issues for the past year, making it difficult to meet the required deadlines by the City.

For your reference, I have included a copy of the Pumpkin Fest sponsorship letter from 2022 as well as the certificate of insurance from 2022.

Thank you,

Michell Alfieri  
Activities & Events Coordinator  
City of Orting

\* New organizer to attend 9/6/23  
CGA meeting.

Tony La Stella <lastella1@gmail.com>

7/27/2023 2:34 PM

## Plan for Orting 2023

To JoAnn Holbrook <joann.holbrook@comcast.net>

Dear JoAnn:

It was great speaking with you this morning and glad to hear you are moving forward with the Orting Pumpkin Fest. As discussed, at this point we are not anticipating Gary Grape will be returning in the foreseeable future, but if that changes we will deal with it at that time. Since the Farmer's Market wants to know what's going on, you may share this email with them as an outline to our plan for this year's event.

### **2023 PLAN FOR ORTING PUMPKIN FEST**

At this time the event is still fiscally under the TEC. In the absence of Gary Grape, Tony La Stella (me) as President & CEO of the TEC has made JoAnn Holbrook the 2023 Event Manager in regards to handling all the logistics of the event. Me and Jeff Brennan (TEC Treasurer) will work with JoAnn providing the financial support required for the event. This entails the following. ALL monies collected for the event MUST be turned into the TEC for processing and deposit. This would include donors, vendors, grants, sponsors, car show revenue and all other money generated or related to the event. **Checks need to be payable to: Tacoma Events Commission (TEC)...NOT to Orting Pumpkin Fest. Payments and applications need to be sent to the TEC office in UNiversity Place for processing. Tony can run credit card payments associated with donors or fees for vendor booths or sponsors; which are automatically deposited into our bank acct.** If there are "In Kind" donations we can discuss how to handle them. Over the next week I will share the event budget with JoAnn online so we can manage everything together. Within the budget there is a place where we list sponsors, donors, vendors and grants so that we can track each one and make sure everyone gets the booth space and/or fulfillment promised. The budget will also enable us to track expenditures which will need to be paid by TEC (either myself or Jeff Brennan will write the checks). Before incurring any expenditures please be sure to get them pre-approved by me so that we can keep the budget updated and make sure we are in agreement on the items; which will in turn enable me to get them paid ASAP. Other than that, once we have the budget online and can review it with JoAnn, I will have some questions (listed in the budget) on who is doing various tasks and how things have been traditionally handled so that we can keep continuity. Nothing overwhelming but important to know what needs to be done and how is doing it so that everything runs smoothly. I also understand JoAnn will be working with the Worthy's on music for the event and will decide on whether we need a stage and/or other performers. Apart from that JoAnn and I can review promo with David Maestas (VP and Marketing Director of TEC), who has assisted Gary in the past in promoting the event. I understand there is a new poster/banner being printed and JoAnn was going to look into that to get me the size and other info, including the price. I also understand she will be meeting with the City/County to let me know what permits are needed and the cost (and how to apply for them), as well as how the fire, police and health departments are involved so as to make sure we follow past procedures associated with the event.

Once we have concluded the 2023 event, we will explore the possibility of whether or not to retain it as a TEC annual event or transfer it to another non-profit (501(c)(3)) who may wish to continue it. This is something the TEC board will need to decide upon at our year end meeting as I cannot make that decision myself. However between now and then JoAnn and I, along with other interested parties, can discuss the options so that we will have info to provide the board for that meeting.

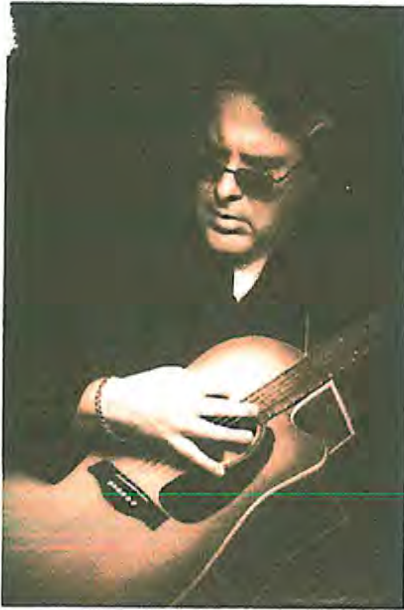
Last, but not least, over the next couple of weeks I will need to **make sure ALL the materials for Orting are for the 2023 year and that we are not using past forms.** I can make these updates quickly as I created the forms for Gary. We also need to remove his name and contact info from the forms and use our TEC office address and my email for inquiries; which will then be forwarded to JoAnn by my office.

I think that pretty much covers it.

Tony

Tony La Stella

International Concert & Recording Artist



*"Changing Lives through the Magic of Music"*

*Producer & Host of "The Italian Radio Show" (West Coast Italian Radio)*



425-743-5010 Office & Fax  
206-391-9538 Cell  
[www.LaStella1.org](http://www.LaStella1.org)  
[www.ICA-Records.com](http://www.ICA-Records.com)  
[www.TonyLaStella.com](http://www.TonyLaStella.com)  
[www.WCIR.biz](http://www.WCIR.biz)

**Executive Producer "Armed Forces Icon" TV Show**  
**President & CEO of Freedom Fair**  
**Advisory Board Member for Music Aid Northwest (Music Matters)**  
**Founder & Managing Director, La Stella Foundation**  
**ICA Records ~ ICA Management**  
**Grand Knight, Knights of Columbus (Council 5816)**  
**Amarone Ristorante & Bar (Issaquah, WA)**

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## Michell Alfieri

---

**From:** Michell Alfieri  
**Sent:** Wednesday, August 30, 2023 10:09 AM  
**To:** 'Tony La Stella'  
**Cc:** DAVID MAESTAS; 'joann.holbrook@comcast.net'  
**Subject:** RE: Orting Pumpkin Fest (Certificate of Insurance and Letter of Introduction)

Hi Tony,

Thank you for the update and contact information. I have received the insurance certificate (thank you!) and Joann is planning to attend the required Community and Government Affairs meeting on September 6<sup>th</sup> to discuss your event sponsorship. To be clear, your sponsorship must first be approved by this committee, then officially approved at the following council meeting on September 13<sup>th</sup>. I will inform David and Joann after the 13<sup>th</sup> if the sponsorship has been approved. The City can then move forward with helping promote your event and clarify what services the City will be providing as part of your sponsorship. If you are planning to hang a banner over SR-162/Washington Ave., please confirm with me ASAP and get the banner to City Hall no later than September 25<sup>th</sup>.

Looking forward to a great event!

Thank you,

**Michell Alfieri, Activities & Events Coordinator**  
City of Orting

t: 360-893-9017 | c: 253-262-7842 | [www.cityoforting.org](http://www.cityoforting.org)  
[malfiere@cityoforting.org](mailto:malfiere@cityoforting.org) | 104 Bridge St S. Orting, WA 98360



NOTICE OF PUBLIC DISCLOSURE: Copies of public e-mails, documents and records are available to the public as required under the Washington State Public Records Act (Chapter 42.56 RCW). Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to the Public Records Act, regardless of any claim of confidentiality, privilege or exemption asserted by a third party.

[Orting Recreation | Facebook](#)  
[Recreation | City of Orting](#)

**From:** Tony La Stella <lastella1@gmail.com>  
**Sent:** Tuesday, August 29, 2023 4:01 PM  
**To:** Michell Alfieri <MAlfieri@cityoforting.org>  
**Cc:** DAVID MAESTAS <info@davemaestas.com>  
**Subject:** Orting Pumpkin Fest (Certificate of Insurance and Letter of Introduction)

**External Sender** - From: (Tony La Stella <lastella1@gmail.com>)

This message came from outside your organization.

Hello Michelle:

Jo Ann Holbrook forwarded your contact info to me along with the original Event Application and other documents related to the 2023 Orting Pumpkin Fest which will take place on Oct 14, 2023. As you may know, Gary Grape, our former event director, has become very ill with cancer and is unable to continue at this time. Gary was contracted directly by me to run this event in behalf of the Tacoma Events Commission (TEC), being we are the trademark holder and domain owner of the event. Since the TEC is a non-profit WA State corporation and 501(c)(3), we are required to have either an officer or director contracted by TEC as our event director. So please let me take this opportunity to introduce you to our new Event Direct for the Orting Pumpkin Fest, David Maestas; who is also the TEC Vice President and our Director of Marketing. As such, David has worked closely with Gary on this event over the years and is familiar with it. He has also worked on additional veteran projects related with the City of Orting; so has a great affinity with your community. David's involvement will help us insure continuity for the event so that it will be the same great festival enjoyed by your community this year and years to come.

Assisting David as our on location Event Manager will be Jo Ann Holbrook, with whom you are already familiar. Jo Ann and her team of volunteers will be active in much of the day-to-day activities related to putting together the festival. I have forwarded a copy of all event documentation provided me by Jo Ann to David so that the two of them working together can make sure all required items are taken care of in a timely fashion. I will assist David & Jo Ann with behind the scenes financial matters related to the event.

Please also see attached herewith a copy of our Event Insurance, as I was notified by Jo Ann you needed it in force by the end of August. As you see it is in force at this time and the City of Orting is named as additional insured. I basically just had the insurance company issue for us the same coverage as we used last year so that all requirements would be met.

Here is the telephone info for each of you and of course you are both CC'd on this communication so as to have one another's email addresses.

David Maestas  
Vie President & Director of Marketing  
Tacoma Events Commission  
(239) 940-3391

Michell Alfieri  
Activities & Events Coordinator  
City of Orting  
t: 360-893-9017 | c: 253-262-7842

Thank you so much for your time and please let me know if there are any other items with which I should coordinate with you personally for this event.

Warm Regards,

Tony

Tony La Stella  
**President & CEO of Tacoma Events Commission**

**International Concert & Recording Artist**



***"Changing Lives through the Magic of Music"***

***Producer & Host of "The Italian Radio Show" (West Coast Italian Radio)***



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***Founder & Managing Director, La Stella Foundation***

***ICA Records ~ ICA Management***

***Grand Knight, Knights of Columbus (Council 5816)***

***Amarone Ristorante & Bar (Issaquah, WA)***

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On Fri, Aug 25, 2023 at 12:04 PM Jo Holbrook <[joann.holbrook@comcast.net](mailto:joann.holbrook@comcast.net)> wrote:

Event Name: Orting Pumpkin Fest Event Date: 10/14/23  
Primary Contact: Joann Holbrook Phone: 206-300-8650

**Checklist/Timeline:**

**90+ Days Prior**

- Completed Application Received *not complete, still need map + insurance* Date: 6/23/23 Initials: MA
- Payment of Fees (Amount: \$ 200 ) Date: 6/23/23 Initials: MA Receipt# 26886
- Event Map & Timeline Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Proof of Insurance Date: 8/30/23 Initials: MA
- Department Heads Meeting Date: \_\_\_\_\_
- Sponsorship Letter (if applicable) Date: 8/20/23 Initials: MA
- Approved by CGA (if sponsored) Date: 9/6/23
- Approved by City Council (if sponsored) Date: \_\_\_\_\_

**6 Weeks Prior (Date: 9/1 )**

- Check-in w/Event Organizer Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Post Event to City Website (if sponsored) Date: 8/23 Initials: MA
- Order dumpster (if applicable) Date: 8/25 Initials: MA
- Payment of Remaining Fees Date: 8/17 Initials: MA  
Receipt# 27308 Amount: \$ 100

**4 Weeks Prior (Date: 9/15 )**

- Meeting with Dept. Heads (PW, Police, City) Date: \_\_\_\_\_
- Send Work Order details to Public Works Date: \_\_\_\_\_ Initials: \_\_\_\_\_ WO# \_\_\_\_\_
- Confirm details with Police (if applicable) Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Permit received from WSDOT (if applicable) Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Insurance Certificate Received Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**2 Weeks Prior (Date: 9/29 )**

- Hang Event Banner Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Confirm PW Staff working event Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Event posted on Social Media  
And Reader Board Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**1 Week Prior (Date: 10/6 )**

- Final Check-in w/Event Organizer Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Signage posted if closing roads Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**Day Before Event**

- Place NO PARKING or other signage required Date: 10/13 Initials: \_\_\_\_\_

**NOTES:**

-Joann to attend 9/6/23 CGA meeting.  
-insurance certificat received 8/30/23 .



---

104 Bridge St S., PO Box 489, Orting, WA 98360

Phone: (360) 893-9017 Fax (360) 893-6809

Email: [recreation@cityoforting.org](mailto:recreation@cityoforting.org)

July 26<sup>th</sup>, 2023

This memo is regarding the Special Event Application for the Pumpkin Fest Event, organized by the Tacoma Events Commission taking place on October 14, 2023. As of now the Special Event Application and Sponsorship Application are complete excluding the following:

- Letter requesting sponsorship of event.
- Current insurance certificate citing City of Orting as additional insured.

I am proposing that the Special Event Application and Sponsorship Application be considered for conditional approval by the Community and Government Affairs (CGA) committee, pending that these items are received by the City as soon as possible. The Pumpkin Fest has proven to be a successful event in years past and it would be beneficial to the City to continue this event in 2023. The primary organizer of this event has faced health issues for the past year, making it difficult to meet the required deadlines by the City.

For your reference, I have included a copy of the Pumpkin Fest sponsorship letter from 2022 as well as the certificate of insurance from 2022.

Thank you,

Michell Alfieri  
Activities & Events Coordinator  
City of Orting



### Special Event City Sponsorship Cost Estimate

**Event Name: Pumpkin Fest**

**Event Date & Time: October 14, 2023, 8am-6pm**

**Applicant/Organization: Gary Grape, Tacoma Events Commission**

<b>City Services Requested</b>	<b># of hours</b>	<b>Estimated Cost</b>
Use of Main City Park (includes Gazebo & BBQ area)		\$150.00
Use of North Park (includes Orting Station)		\$100.00
Close Train St. around Bell Tower		\$75.00
Close Calistoga St. from Van Scoyoc Ave. to Washington Ave.		\$100.00
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.		\$150.00
Event Advertisement (reader board & social media)		\$75.00
1 Public Works staff (estimated \$75/hr)		\$0.00
2 Public Works staff (estimated \$75/hr each)	10	\$1,500.00
Police support (estimated \$85/hr each)	2	\$170.00
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$2,880.00</b>

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



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Closing the lobby for lunch.	<b>AB23-85</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>			
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>				
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Ordinance No. 2023-1113, traffic count			
<b>SUMMARY STATEMENT:</b>				
<p>City staff tracked the number of customers during the slowest week of the month and the busiest week of the month and have determined that customers are not regularly visiting the lobby during the lunch hour. To alleviate coverage issues and staggered lunch hours for employees, staff is recommending closing the lobby of City Hall for lunch.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to City Council study session on September 20 <sup>th</sup> , 2023 for council consideration.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To approve Ordinance No. 2023-1113, an ordinance of the City of Orting, Washington, relating to administration, amending section 1-6-15 of the Orting Municipal Code to establish City hours of business; providing for severability; and establishing an effective date.				

**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO. 202~~30-1059~~—1113**

---

AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO ADMINISTRATION,  
~~ADOPTING NEW~~AMENDING SECTION 1-6-15 OF THE  
ORTING MUNICIPAL CODE TO ESTABLISH CITY  
HOURS OF BUSINESS; PROVIDING FOR SEVERABILITY;  
AND ESTABLISHING AN EFFECTIVE DATE

---

**WHEREAS**, RCW 35A.21.070 states that all code city offices shall be kept open for the transaction of business during such days and hours as the legislative body of such city shall by ordinance prescribe; and

**WHEREAS**, the City Council, as the City’s legislative body, may delegate its authority under RCW 35A.21.070, in whole or in part, to the Mayor; and

**WHEREAS**, the City Council finds that adoption of new OMC 1-6-15 as set out herein is appropriate and necessary;

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

**Section 1. OMC 1-6-15, “City Hours of Business”, Adopted.** Orting Municipal Code 1-6-15 is hereby adopted to read as follows:

**1-6-15 City hours of business.** All City facilities at which the public is served shall be open for the transaction of business from the hours of 9:00 a.m. to 12:00pm and 1:00pm to 5:00 p.m., except Saturdays, Sundays, and legal holidays, and except as otherwise provided by City Policy or upon the proclamation of an emergency by the Mayor.

**Section 2. 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 3. Codification.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

**Section 4. 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 ~~11th-27th~~ DAY OF ~~MARCH~~SEPTEMBER, 202~~30~~.

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
~~Jane Montgomery~~Kimberly Agfalvi, CMC, City Clerk, ~~CMC~~

Approved as to form:

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

Filed with the City Clerk: ~~3-11-20~~  
Passed by the City Council: ~~3-11-20~~  
Date of Publication: ~~3-13-20~~  
Effective Date: ~~3-18-20~~

## Kim Agfalvi

---

**From:** Jennifer Corona  
**Sent:** Tuesday, July 25, 2023 4:22 PM  
**To:** Kim Agfalvi  
**Subject:** FW: Customer Lobby Traffic Report

### Jennifer Corona | Utility Billing | Accounts Receivable

City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360

P: 360.893.9005 | F: 360.893.6809

[jcorona@cityoforting.org](mailto:jcorona@cityoforting.org)

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**From:** Jennifer Corona  
**Sent:** Monday, February 27, 2023 9:21 AM  
**To:** Scott Larson <[SLarson@cityoforting.org](mailto:SLarson@cityoforting.org)>  
**Cc:** Gretchen Russo <[GRusso@cityoforting.org](mailto:GRusso@cityoforting.org)>  
**Subject:** Customer Lobby Traffic Report

Here are the numbers I tallied over (2) weeks:

Slowest week of the month – Monday, January 30 – Friday, February 3<sup>rd</sup>.

Monday – 6 water customers (0 visited at lunch)

Tuesday – 3 water customers (0 visited at lunch)

Wednesday – 4 water customers (0 visited at lunch)

Thursday – 5 water customers (1 visited at lunch)

Friday – 2 water customers (0 visited at lunch)

AVERAGE DAILY VISITORS: 4 per day – Just (1) visited during the lunch hour of 1pm-2pm

Busiest week of the month – Tuesday, February 21<sup>st</sup> – Friday, February 24<sup>th</sup>

Tuesday – 12 water customers (1 visited at lunch)

Wednesday – 9 water customers (0 visited at lunch)

Thursday – 8 water customers (1 visited at lunch)

Friday – 21 water customers (4 visited at lunch) LAST DAY TO PAY IN OFFICE

AVERAGE DAILY VISITORS: 12 per day – (6) visited during the lunch hour of 1pm-2pm

Thank you!

### Jennifer Corona | Utility Billing | Accounts Receivable

City of Orting | PO Box 489 | 104 Bridge St S | Orting, WA 98360

P: 360.893.9005 | F: 360.893.6809

[jcorona@cityoforting.org](mailto:jcorona@cityoforting.org)

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**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Compensation Policy – Personnel Policy Update.	<b>AB23-86</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Executive		
	<b>Date Submitted:</b>	<b>8.28.2023</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	<b>None</b>			
<b>Submitted By:</b>	<b>Scott Larson</b>			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Compensation Policy, Resolution No. 2023-23				
<b>SUMMARY STATEMENT:</b>				
<p>Over the prior several years I have received questions from both internal and external stakeholders related to compensation for non-represented employees, and why wages are set where they are. Further, wages and expectations around work have shifted over the last several years. Last year during the budget process there were a number of questions around how wages are calculated, and instead of leaving that question unanswered going into the 2024 budget, it seems prudent to formulaically lay out what our internal process is and create a policy for setting and presenting wages in the budget.</p> <p>The goal of the policy is to transparently set competitive wages for non-represented staff by periodically evaluating wages of comparable cities and setting budgeted wages to an average of those comparable positions. A small amount of this policy lives in the personnel policy manual, which is where I am proposing this policy continues to live.</p>				
<b>RECOMMENDED ACTION:</b> Discussion and move to study session.				
<b>FUTURE MOTION:</b> Motion to adopt Resolution No. 2023-23, amending the City of Orting Personnel Policy, and setting an effective date.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2023-23**

**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, AMENDING THE CITY OF ORTING PERSONNEL POLICY, AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Orting maintains a Personnel Policy, which governs conduct of Employees, generally, and the policy adopted by the Council through Resolution 2020-10 and amended most recently by Resolution No. 2023-09; and

**WHEREAS**, the City Council desires to amend its Personnel Policy, and adopt additional policies related to wages and compensation of non-represented employees; and

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

**Section 1. City Council Rules of Procedure, Amended.** The City Personnel Policy, as last amended in 2023, is hereby amended to read as attached hereto as Exhibit A.

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

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

**PASSED BY THE ORTING CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 27<sup>th</sup> DAY OF SEPTEMBER 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.

### **3.03 Employee Salary and Wage Plan.**

The City of Orting strives to pay its employees' salaries and wages that are internally equitable and comparable to the pay scales of similar cities. While the City cannot pay City employees the same wages as larger cities, the City does consider the pay scales of other comparable cities for those job positions that are comparable to jobs at the City of Orting. The City maintains an Employee Salary and Wage Plan. The Mayor is responsible for recommendation to the City Council of adoption of a Salary Plan for the City of Orting. The Plan will include salaries for non-bargaining unit personnel as well as salary grades negotiated by employee representatives. Changes to employee salaries and wages are approved by the City Council as part of the budget process.

#### **Qualified Payroll Period**

When an employee has been in pay status fifteen or more calendar days, including holidays in any given calendar month, the payroll period will be considered qualified to accrue benefits, serve out probation, and for computation of merit increase dates. A new employee may be credited with the first payroll period if employed prior to the 16th of the month.

An employee will become eligible for Health and Medical benefits the first (1<sup>st</sup>) of the month following fifteen (15) calendar days of employment, including holidays.

#### **Exempt and Non-Exempt Positions**

All City positions are governed by the Federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act and are classified as either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay; exempt employees are not. Most positions covered by the FLSA are non-exempt; thus, entitled to overtime. Anytime a position changes from non-exempt to exempt status, the incumbent shall be cashed out for any compensatory time that they have accrued up to the time of the change.

##### Exempt Employee

An employee who does not receive overtime pay for hours worked in excess of forty (40) hours per week as provided in the FLSA because the employee works in a bona fide executive, administrative, professional, or other exempt capacity covered by the FLSA and Washington Minimum Wage Act.

##### Non-Exempt Employee

An employee who receives overtime pay for hours worked beyond forty (40) hours in a standard work week in accordance with the FLSA and Washington Minimum Wage Act. The amount of overtime pay is one and one-half (1.5) times the regular rate of pay for actual hours worked.

## NON-REPRESENTED EMPLOYEE SALARY AND WAGE PLAN

It is the policy of the City of Orting to provide a compensation program which enables the City to employ staff who possess the necessary skills and abilities to effectively:

- a) Manage the delivery of existing City services and the provision of essential municipal government support functions;
- b) Evaluate and plan future service needs;
- c) Advise and support the policy-making activities of the City's elected officials; and
- d) Implement policy changes enacted by the elected representatives of the citizens of Orting.

It is also the policy of the City of Orting to structure the classification and compensation program for management and professional staff in a manner which assures that:

- a) The actual duties assigned to a classification are appropriate to the assigned level of responsibility.
- b) Compensation levels are consistent with the level of responsibilities assumed by staff and appropriate to the city's financial circumstances.;
- c) Individual salary rates appropriately reflect each person's performance and experience at the responsibility level assumed with the City of Orting.

### Applicability

The provisions of the program adopted by this chapter shall only apply to non-represented appointive positions designated as such and authorized in the City's annual budget.

### Salary Plan

A salary plan for management and professional staff shall be established and salaries set for covered employees as follows:

- a) Each position included in the City's Job Classification and Pay Range document shall be assigned to a salary range. Assignment of positions to ranges shall be based upon general salary levels paid by municipal governments of comparable size, demography and financial resources for similar responsibilities. A list of comparable cities shall be adopted by Resolution of the Council, and it should be as similar to the comparable cities that are negotiated periodically with the collective bargaining units in the city. Assigned salary ranges shall not be changed or established without conducting a salary survey of comparable cities for the position being changed. All changes must be approved by the Mayor and City Council.
- b) Salary Comparison Surveys will be conducted annually for all non-represented positions or as requested by the Mayor or his designee for a specified position(s).

c) The salary ranges shall be structured as follows:

- (1) Range Differential. The percentage differential between the maximum rates of salary ranges shall be approximately three (3) percent.
- (2) Ranges Steps for non-represented professional employees. Salary rates of a range shall have five (5) steps A, B, C, D, E. Step A through Step E in the range shall each be spread by approximately three (3) percent. The spread between the minimum and maximum steps shall be approximately twelve (12) percent.

#### Adjustment of Salary Range Levels

The City Council shall provide for adjustments to salary range levels as are consistent with the Council's CPI-U for the Seattle area salary adjustment policy each year.

#### *Actual Salary Rate*

##### Initial Rate

#### *Management Director Level*

The salary rate of an employee upon appointment to a management position at the Director level (as identified by the City's Budget Job Classification and Pay Range document) shall be set within the range assigned to the titled position. Increases in wages will be based off the calculated COLA increase of the budget year and the annual Salary Comparison Survey. Increases will be approved by the Mayor and City Council via an approved City Budget.

#### *Professional Level Employees*

The salary rate of an employee upon appointment shall be set no lower than Step A of the salary range to which an employee's position is assigned. When it is in the best interest of the City, the department heads (with the Mayor's approval) may authorize an initial salary of a newly hired person at a rate which exceeds Step A.

##### Merit/Step Increases

- a) Salary Step Advancement. Each person shall be eligible for a salary step advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each step in the salary range. To receive a salary step advancement, the employee must be evaluated as "meets expectations" (or equivalent) on his or her work performance evaluation. Salary step advancements shall be an increase of one (1) step in the same salary band, if available.
- b) Additional Advancement. Those employees who receive a rating that exceeds the rating "meets expectations" (or equivalent) may be eligible to receive an additional salary step advancement for an increase of one (1) additional step in the same salary range, if available, above the initial step advancement provided in subsection (b)(1) of this section.

This additional advancement shall require the recommendation of the department head, or equivalent, and approval of the Mayor and City Council.

- c) A step advancement that was denied may be granted following a minimum sixty (60) day review period of the employee's performance.
- d) Notwithstanding the above, when it is in the best interest of the City, City Administrator may authorize an in-range adjustment to provide additional salary in instances of promotion, to provide for internal equity corrections, or for another reason deemed appropriate by the City Council.

#### Changes to Employee Classifications

- a) Downgrading an Employee's Classification. Upon the City Council's approval of downgrading a person's classification to a lower salary range, the person's initial salary step will be set at the same rate in the new band that was in effect in the former salary range. In the event a person's salary rate exceeds the maximum step of the salary range to which his or her position is assigned on the date of downgrading, his or her actual salary rate shall be frozen until such time as the maximum step rate of the new band is equal to or greater than his or her actual salary and, at such time, the employee's salary step shall be set at the maximum step of the salary range to which his or her position is assigned.
- b) Upgrading an Employee's Classification. If an employee's classification is moved from one salary range to a higher range (excluding promotions), the employee's salary rate at the higher range shall be set at the next step which is higher than the salary the employee was receiving at the former range. The employee's salary step advancement date does not change.
- c) Promotions. In the event an employee is promoted from one classification to a higher classification (one (1) salary range to a higher salary range), the employee's salary rate at the higher range shall be set at the next step which is higher than the salary the employee was receiving at the former range. Promoted employees shall be eligible for a salary step advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each step in the new salary range, which shall be the employee's new salary step advancement date.

#### Initial Benefits for Department Heads

When it is in the best interest of the City, the City Council may authorize increased or additional benefits in hiring a department head beyond those specified in this chapter or sections 5.03 Sick Leave or 5.04 Vacation Time. Any extraordinary benefits must be included in the department head's employment contract and approved by the City Council.

### **REPRESENTED EMPLOYEE SALARY AND WAGE PLAN**

When you begin your employment with the City, you will be paid a wage or salary consistent with the governing Collective Bargaining Agreement, the City's Employee Salary and Wage Plan and appropriate to the experience, educational background, training, and skills you bring to your position. Thereafter, you will only receive salary and wage adjustments based upon ~~your job performance and the discretion of the City Administrator and/or City Personnel Director.~~ **your job performance.**



~~Depending upon the quality of your performance, you may receive an upward adjustment. All performance the CBA or promotions to higher classification. All~~ salary and wage increases shall remain within the range for that position as approved by the City Council. Your eligibility for a pay increase may occur at the end of your first six (6) months of City employment.

### *~~Qualified Payroll Period~~*

~~When an employee has been in pay status fifteen or more calendar days, including holidays in any given calendar month, the payroll period will be considered qualified to accrue benefits, serve out probation, and for computation of merit increase dates. A new employee may be credited with the first payroll period if employed prior to the 16th of the month.~~

### *Payment of Salaries*

All represented employees are paid at an hourly ~~or monthly~~ rate, as specified in the City's annual budget document. Hourly employees are paid on the basis of actual number of hours worked, including authorized absences with pay and allowed holidays. Salary rates for temporary or part-time employees will be based on the pay for full-time positions in the same classification.

### Beginning Salary

Each employee will be appointed at the first step of the range established for the classification, ~~with the exception of management classification, which shall be negotiated within the assigned range.~~ If it is determined that appointment of a non-management employee above the first step may be warranted, the following procedures will apply:

- a) ~~a)~~ The factors to be reviewed in approving appointment beyond the first step are: availability of applicants meeting the qualifications for the vacant position, relationship to other similar classifications, prior experience of a candidate in a comparable position, time available to continue the recruitment process, and budget considerations.
  
- b) ~~b)~~ The Department Manager will submit a request for appointment at a higher step to the Mayor, or his designee, stating justification for the request. The Mayor will make a decision based upon the Department Manager's justification.

## Merit/Step Increases -- Represented Regular Status Employees

Wage increases for represented employees is directed by the applicable Collective Bargaining Unit for each employee. Typical wage or step increase schedule is:

- a) When a regular status employee has performed satisfactorily, as determined through the Performance Evaluation process, a merit/step increase may be granted ~~at the completion of six (6) qualified payroll periods from the employee's anniversary date~~, but not before the satisfactory completion of the employee's initial six-month probationary period. In the case of an employee placed at the time of hire above Step One of the pay range, the initial in-class merit/step raise will be considered upon the completion of twelve months in class and at twelve (12) month intervals thereafter until the employee reaches the top step of the range.
- b) The annual merit/step increase date for an employee will change only if: 1) the employee is promoted or otherwise moved to a position assigned to another job class and is required to serve a trial performance period; and 2) the employee receives a merit/step adjustment as authorized by the Mayor.

## Promotion

A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. ~~The Mayor will determine the salary step of the promoted employee in the new salary range on the date of the promotion.~~ The salary step of the promoted employee will be set so that the promoted employee's pay level is no more than two (2) salary steps higher than the employee's step prior to the promotion. If step one of the salary range to which the employee has been promoted is a pay level more than two (2) steps higher than the promoted employee's previous salary step, then the employee shall be assigned to step one of the higher salary range. When the date of promotion and the merit/step increase date coincide, the merit/step increase is paid prior to the promotional increase.

## Demotions

A demotion is an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification. When a demotion occurs, the Department Manager will recommend to the Mayor and/or City Administrator a salary for the demoted employee within

the salary range of the lower classification which is less than or equal to the employee's present salary. The employee will retain the same anniversary date.

### Transfer

~~a)~~ A position transfer is an appointment to a position in the same or different classification of the

a) same pay grade.

~~b)~~ When an employee is transferred to a position in a different classification with the same pay

b) grade, or is transferred to another department with the same classification, the ~~employee's pay remains the same.~~ The employee will retain the same anniversary date for leave and length of service purposes.

### Temporary Change of Classification

~~a)~~ A current employee assigned to a classification with a differing rate of pay in an "acting" appointment status will be compensated at the next higher step in the new range according to the

a) policy on promotion.

~~b)~~ If the employee is promoted to the higher class with regular appointment status, all policies

b) apply from the date of promotion.

### Exemptions

The Mayor may recommend positions to be exempt from overtime provisions to the City Council on the basis of the nature of work, conditions of employment or by definition of administrative,

supervisory and professional classifications as provided by State and Federal laws. Such exemption is based upon special conditions to work or assignment, in accordance with the Fair Labor Standards Act.

**3.04 Overtime and Compensatory Time Off.**

At the City of Orting, we want our employees to work a reasonable number of hours. The regular work week is no more than forty (40) working hours in a week, except in the case of non-standard work schedules. On certain occasions some overtime may be required. You may request not to work overtime, but you may not refuse to work assigned overtime. Any overtime work must be authorized in advance by your supervisor or the City Administrator. If overtime is authorized or required, regular, full-time, nonexempt employees will be paid at one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a work day. Holiday, Vacation and Sick leave time are not considered hours worked. If overtime is authorized or required for temporary or part-time employees, they will be paid at one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in one work day. Public safety employees (police) may be subject to alternative work periods and overtime standards, as set forth in an applicable labor agreement.

Nonexempt employees who work overtime have the option to choose compensatory time off that will be accrued at one and a half hours for every hour worked in lieu of overtime pay. You may accrue up to forty (40) hours of compensatory time off. Employees covered by a collective bargaining agreement may have different accrual limits. Compensatory time can be used at times mutually agreed to by you and your supervisor. Any compensatory time not used may be carried over to the next year (up to 40 hours). Upon separation of employment any compensatory time will be paid at your current rate of pay.

**5.04 Vacation Time**

Non-Represented Management Director Level Employees:

<u>Length of Service</u>	<u>Annual Accrual</u>	<u>Per Pay-Period</u>
0 to 48 months (thru 4 years)	160	6.67
49 + months (beyond 4 years)	200	8.34

Non-Represented Professional Employees:

<u>Length of Service</u>	<u>Annual Accrual</u>	<u>Per Pay-Period</u>
0 to 48 months (thru 4 years)	120	5

<u>49 to 84 months (thru 7 years)</u>	<u>160</u>	<u>6.67</u>
<u>85 + months (beyond 7 years)</u>	<u>200</u>	<u>8.33</u>

Acceleration of the accrual schedule may be allowable by authorization of the City Council and as specified in hiring letter and/or employee contract.

### **COMPARABLE CITIES**

Municipal governments of comparable size, demography and financial resources for similar responsibilities to be used in salary comparisons and negotiations of collective bargaining units in the city.

Black Diamond

Buckley

DuPont

Milton

Pacific

Steilacoom

Yelm



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  2024 Fee Schedule	<b>AB23-87</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Finance		
	<b>Date Submitted:</b>	<b>8.29.2023</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Gretchen Russo			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Draft 2024 Fee Schedule				
<b>SUMMARY STATEMENT:</b>				
<p>This is an annual update to the City’s fee schedule that is posted on the City’s website for customer’s access.</p> <p>Changes include a different methodology for Parks and Recreation facility rentals to facilitate a weekday/weekend differentiation. Police Officer and Event Coordinator Staff charges were also added to the 2024 Draft Fee Schedule.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to City Council study session on September 20 <sup>th</sup> , 2023 for council consideration.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To adopt the 2024 fee schedule as presented.				

CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2023-24

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A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, AMENDING RESOLUTION 2022-09 FEE  
SCHEDULE FOR 2023; AND ESTABLISHING AN  
EFFECTIVE DATE

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**WHEREAS**, the City of Orting is authorized under RCW 35A.11.020, 35A.63.100(2) and RCW 19.27.040 to require licenses for the conduct of business, permits for the construction of structures and improvements, and to impose fees to recoup the costs of processing and/or providing services; and

**WHEREAS**, the Orting Municipal Code (OMC), at various places, establishes the bases for the assessment and/or collection of such license, permit fees and service charges; and

**WHEREAS**, the City Council adopted Resolution 2022-09 adopting an amended fee schedule for 2022 and wishes to amend that fee schedule; and

**WHEREAS**, the City Council finds that the fee schedule attached hereto as Exhibit A sets forth fees and charges that are reasonable and necessary; and

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

**Section 1. Adoption of Fee Schedule.** The City of Orting hereby adopts the “2023 Amended Fee Schedule” as attached hereto, identified as Exhibit A and hereby incorporated in full by this reference, for fees associated with the various licenses, permit processes, and other business activities of the City.

**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 January 1, 2024. An act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 27<sup>th</sup> DAY OF SEPTEMBER, 2023.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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



<b>2024 ADMINISTRATIVE &amp; PERSONNEL FEES</b>		Title Updated
<b>Category</b>	<b>Fees</b>	
<b>Annual Business License</b>		
Business Licenses are obtained from the State of Washington through their licensing program. Business Licenses are required for all businesses (for profit and not for profit) located within City limits, including home business and any business that provides services within city limits,- including solicitors. See Orting Municipal Code Title 3, Chapter 2		
	No Fee	
Businesses with over \$10K revenue	\$ 50.00	
Itinerant Food Vendor	\$ 250.00	
Special Events	See Park & Facility Rentals	
<b>Public Records Request/Duplication</b>		
Single Sided (8.5 x 11 & 8.5 X 17)	\$.15/page	
Double Sided (8.5 x 11 & 8.5 X 17)	\$.30/page	
Document Scan - Single sided (8.5 x 11 & 8.5 X 17)	\$.10/page	
Document Scan - Double sided (8.5 x 11 & 8.5 X 17)	\$0.20/page	
Sizes beyond 8.5 x 17	Cost + 15% Administration fee	
Deposit for large jobs	10% of estimated cost	
IT Expertise Required (quoted)	Cost + 15% Administrative fee	
Postage (letter or manila envelope)	Cost	
Postage & Mailing Container	Cost + 15% Administrative fee	
Verbatim Transcript (vendor service)	Cost + 15% Administrative fee	
Electronic Record: email, cloud storage, or other electronic delivery system	\$.05/ every 4 electronic files & \$.10/gigabyte	
Electronic Storage Device: thumb drive, flash drive, DVD, CD, or other electronic device	Cost + 15% Administrative fee	
Police body camera or dash camera video redactions (redacting, altering, distorting, pixelating, suppressing or otherwise obscuring) per RCW 42.56.240(14)**	\$55.00 per hour	
Certified Copy (per document)	\$ 1.00	
<b>Card Usage Fees (\$300 max sale w/ exception to Utility Bills)</b>		
Debit Card	\$ 1.00	
Credit Card	\$ 2.00	
<b>Passport Processing Fee</b>	\$ 35.00	

<b>Bank Fees</b>		
Rejected/Returned Payment Fee	\$	40.00
Stop Payment Fee	\$	40.00
<b>Seasonal Parking Fee for Fishing Sep-Nov</b>	\$	10.00
Seasonal Parking (Fisherman parking Sep-Nov)	\$	10.00
<b>Gravel - Delivered (per yard- 2 yards maximum annually)</b>	\$	15.00

<b>Staff Hourly Rates</b>	<b>Per Hour Rates</b>		
City Administrator	\$	95.00	
City Engineer	\$	95.00	
Capital Projects Manager		\$95.00	
City Treasurer	\$	75.00	
City Clerk	\$	70.00	
Finance Staff	\$	60.00	
Public Works Director	\$	80.00	
Public Works Maintenance Staff	\$	50.00	
Public Works Utility Staff	\$	60.00	
<b>Event Coordinator</b>	<b>\$</b>	<b>55.00</b>	<b>Added</b>
Police Chief	\$	95.00	
Police Clerk	\$	50.00	
Police Officer	<b>\$</b>	<b>100.00</b>	<b>Added</b>
Court Administrator	\$	65.00	
Court Staff	\$	55.00	
Building Official	\$	80.00	
Building Staff	\$	55.00	
Third Party Reviewers	Cost + 15% Administrative fee		
<b>Fees</b>			
Lien Fees	Cost + 15% Administrative fee		
Telephone Utility Tax	6% of Gross Sales		
Franchise Fee	Per Contract		
Peg Fee	Per Contract		
Gambling Tax - Nonprofit	10% of Net		
Gambling Tax - For Profit	4% of Gross Sales		

<b>2024 BUILDING PLAN REVIEW AND FEES</b>		
<b>Category</b>	<b>Fees</b>	<b>Title Updated</b>
<b>Architectural Design Review - Commercial &amp; Multi-Family</b>		
Exterior Paint Color	\$ 50.00	
Exterior Lighting Fixtures	\$ 50.00	
Exterior Remodel of Building	\$ 250.00	
Exterior Signage - Permanent, Sandwich Boards	\$ 50.00	
Commercial Fencing	\$ 25.00	
New Construction Design	\$ 250.00	
<b>Work Performed Prior to Permit Approval</b>	<b>Double Permit Fee</b>	
<b>Residential (and Accessory) Building Valuation</b>		
New construction, and remodels are valued per the most current version of the International Code Council's (ICC) Building Valuation Data for the specified occupancy.		
Private garages, storage buildings, green houses and similar structure shall be valued as Utility, Miscellaneous.		
Remodels are based in the table value from the ICC Building Valuation for the occupancy specified.		
Note: all footnotes from the Building Valuation Data as published by the ICC shall apply.		
<b>Commercial Structures and Improvements Valuation</b>		
New construction, and remodels, of all occupancies, are valued per the most current version of the (ICC) International Code Council's Building Valuation Data for the specified occupancy.		
Written Contractor's Bid or Engineer's Estimate of cost if not specified in the published Building Valuation Data.		
Remodels permit and plan review fees shall be based upon the valuation for the occupancy group listed in the Building Valuation Data as published by the ICC.		

<b>Buildings Permit Fees - per 2018 International Code Council (ICC)</b>	
*Building Permits & Fees are due at the time of building permit issuance. Includes Manufactured Buildings.	
<b>If Valuation is Between:</b>	<b>Fees</b>
\$1 to \$500	Base Fee of \$100
\$501 to \$2,000	\$100 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$200 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000.
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof up to and including \$100,000.
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$500,000.
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000.
\$1,000,001 top \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000.
\$5,000,001 and up	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof.
<b>Miscellaneous Valuations</b>	
Covered Decks/Carport	(per square foot) \$ 35.00

Decks	(per square foot)	\$	20.00
Retaining Walls		Valuation	
**Retaining walls that are 4ft or less do not required a permit			
<b>Single Family and Duplex Combination Building Permit Fees</b>			
Combination Building Fees are required for each new single-family residential structure and duplex, and are payable prior to the issuance of a building permit.			
Plumbing up to 3,000sf		15% of building permit	
Plumbing over 3,000sf		15% of building permit	
Mechanical up to 3,000sf		15% of building permit	
Mechanical over 3,000sf		15% of building permit	

<b>Building Plan Review Deposit &amp; Fees</b>	
New Single-Family Homes	\$500 Deposit toward 65% of the Permit Fee
Detached Garage	\$100 Deposit toward 65% of the Permit Fee
Multi-family Project	\$1,000 Deposit toward the Permit Fee (formula below)
New Commercial Project	\$1,000 Deposit toward 65% of the Permit Fee
Expedited Plan Review Fee	Deposit (above) plus \$200.00
Plan Review Revisions ( <i>per Hour</i> )	\$100
Plan review fees for compliance to the Non-Residential Energy Code. (per Hour with one (1) hour minimum charge)	\$100
For Multi-Family construction; the plan review fee will equal to 65% of the permit fee or a rate of \$100/hour with a one-hour minimum, as determined by the Building Official. Multi-Family Plan Review Fees are payable upon Building Official notification. Includes up to two (2) review cycles.	
The Plan Review Deposit for Single-Family Residences, Multi-Family Projects and Detached Garages are due upon submittal of application. Includes up to two (2) review cycles.	
<b>Manufactured Buildings</b>	
Manufactured Building Title Elimination	\$100
Manufactured Building Runners/Tie downs	\$ 200.00
<b>State Building Code Fee</b>	
Residential Single Family Residence (SFR) Fee	\$ 6.50
Multi-family Fee - per unit	\$ 6.50
Commercial Fee	\$ 25.00
<b>Flood Elevation Certificate Review</b>	\$ 250.00
<b>FEMA Letter of Map Amendment (SFR/1 Unit)</b>	\$ 250.00

<b>Miscellaneous Permit Fees</b>	
Backflow/Irrigation Permit	\$ 100.00
Foundation Only	Valuation
Commercial Roofing- based upon the Contractor's Bid or Engineer's Estimate, or by valuation of the project, whichever is greater. Additionally, IFC and IBC plan check fees may apply.	Valuation
Addressing Fee	\$ 175.00
Large Scale Copies (Plans- DRE 24x36)	Cost + 15% Administrative fee
Structures or work requiring permits for which no fee is specifically indicated, signs, pools, etc., will be valued utilizing submitted written contractor's bid or engineer's cost information, or closest related item for which a fee is determined. A minimum fee of \$100.00 will be assessed, or adjusted fee assigned at the discretion of the Building Official.	
Below Ground Tank installation, or removal, permit fees will be valued per the written Contractor's Bid or Engineer's Estimate, or will be a minimum base fee of <b>\$225.00</b> , whichever is greater. Additionally, International Fire Code (IFC) and International Building Code (IBC) plan check fees may apply.	
Change in Commercial Tenant Applications - Additionally, IFC and IBC plan check fees may apply.	Valuation
Mobil Commercial Vendors. A separate plan review fee and building permit fee will be charged for additional structures, such as landings, ramps, etc.	\$ 500.00
Modular structures placed on permanent foundation system. A separate plan review fee and building permit fee will be charged for additional structures, such as landings, ramps, etc.	Valuation
Fence Permit - Commercial	\$.50 per linear foot - with \$0 minimum
<b>International Fire Code/Associated Fees</b>	
Plan review for fire code compliance of building plan review shall be established at 50% of the IBC plan review fee or a rate of \$100/hour with a one hour minimum (whichever is greater)	Valuation
Fire related reviews and site visits for large lot short plat/subdivisions are based on the cost.	Cost + 15% Administrative Fee
Automatic Fire Alarms - Fees assessed based upon submitted Contractor Bid and the Building Valuation schedule.	Cost + 15% Administrative Fee
Fixed Fire Suppression - Fees assessed based upon submitted Contractor Bid and the Building Valuation schedule.	Cost + 15% Administrative Fee



Automatic Sprinklers - Fees assessed based upon Building Permit Valuation schedule or upon submitted Contractor Bid at the discretion of the Fire Marshal.	Cost + 15% Administrative Fee	
Fire Apparatus Road Review	Cost + 15% Administrative Fee	
<b>Fireworks Related Fees - Local Permit and License Fees (Limits pursuant to RCW 70.77.555.)</b>		
Retail Fireworks Stand Permit: \$200.00 for one retail sales permit per fireworks stand in a year. Cost includes processing, permit and Inspections.		
Public Fireworks Display Permit: \$250.00 minimum permit fee and minimum 1/2 hour plan review or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include an hourly cost plus a 15% overhead fee for administrative costs. In no case shall total costs total more than \$5,000 for any one display permit.		

<b>Inspections Beyond Review Cycles (per trip)</b>			
Site Inspection/Investigation	\$	100.00	
Final Inspection/Expired Permit	\$	100.00	
Re-inspect Fee on 3rd Re-Inspection	\$	100.00	
<b>Third Party Review</b>			
Geotechnical/Stormwater Review		Cost + 15% Administrative Fee	
Appeals of Administrative Decisions		Cost + 15% Administrative Fee	
Land Use Prosecutor/Deputy Prosecutor and or Legal Consultation Fee		Cost + 15% Administrative Fee	
Any other Expedited or Third Party Review Fees		Cost + 15% Administrative Fee	
<b>Mechanical Permits &amp; Fees - Multi-Family (3 or more units) and Commercial</b>			
Basic permit fee plus itemized fees below:	\$	75.00	\$ 100.00
Heating and AC System or Air Handling Unit including ducts and vents	\$	75.00	\$ 100.00
Boiler or Compressor - Residential	\$	75.00	\$ 100.00
Boiler or Compressor - Commercial	\$	75.00	\$ 100.00
Commercial Refrigeration	\$	75.00	\$ 100.00
Ventilation/Exhaust Fan - Residential	\$	75.00	\$ 100.00
Ventilation/Exhaust Fan - Commercial, except as covered above in Heating or AC System above	\$	75.00	\$ 100.00
Commercial Hood, per mechanical exhaust and including ducts	\$	75.00	\$ 100.00
Incinerator - installation or relocation	\$	75.00	\$ 100.00
Appliance not otherwise covered	\$	75.00	\$ 100.00
Fuel Gas Piping - Each system of 1-4 outlets	\$	75.00	\$ 100.00
Fuel Gas Piping - Each additional outlet over 4 outlets	\$	75.00	\$ 100.00
<b>Plumbing Permits &amp; Fees - Multi-Family (3 or more units) and Commercial</b>			
Basic permit fee plus itemized fees below:	\$	75.00	\$ 100.00
Per plumbing fixture or set of fixtures on one trap	\$	75.00	\$ 100.00
For meter to house service	\$	75.00	\$ 100.00
Fuel Gas Piping - Each system of 1-4 outlets	\$	75.00	\$ 100.00
Fuel Gas Piping - Each additional outlet over 4 outlets	\$	75.00	\$ 100.00
Per Drain for rainwater systems	\$	75.00	\$ 100.00
Per Lawn Sprinkler System, includes backflow prevention	\$	75.00	\$ 100.00
Per fixture for repair or alteration of drainage vent or piping	\$	75.00	\$ 100.00

Per vacuum breaker or backflow protection device on tanks, vats, etc.	\$	75.00	\$	100.00
Per interceptor for industrial waste pretreatment	\$	75.00	\$	100.00
Medical Gas Piping - Each gas piping system of 1-5 outlets	\$	75.00	\$	100.00
Medical Gas Piping - Each additional outlet over 5 outlets	\$	10.00		
<b>Demolition Permit</b>				
Demolition Permit - Single Family Residential and Duplex	\$	300.00		
Demolition Permit - Commercial and Multi-family	\$	500.00		

<b>Stormwater Management and Erosion Control Fees</b>	
Grade & Fill Plan Review: In addition to the license fees, a grading/drainage plan review fee is charged for all grading licenses requiring plan review. Before accepting a set of plans and specifications for checking, the Building Official or City Engineer shall collect a plan checking fee.	
50 cubic yards or less	\$ 125.00
51-100 cubic yards	\$ 240.00
101-1,000 cubic yards	\$ 500.00
1,001-10,000 cubic yards	\$ 750.00
10,001-100,000 cubic yards	\$ 1,000.00
1001,000 cubic yards and up	\$ 1,200.00
Disturbed Area for erosion control (per Square yard) - No import/export	\$ 0.10
<i>Grade and Fill Permit: Fees shall be based on the volume of the excavation and fill.</i>	
50 cubic yards or less	\$ 125.00
51-100 cubic yards	\$ 150.00
101-1,000 cubic yards	\$ 175.00
1,001-10,000 cubic yards	\$ 225.00
10,001-100,000 cubic yards	\$ 300.00
100,001 or more cubic yards	\$ 600.00
Disturbed Area Permit for erosion control (per square yard)	\$ 0.25

<b>2024 ORTING CEMETERY</b>		<b>Title UPDATED</b>
<b>Category</b>	<b>Fees</b>	
<b>Lots</b>		
Full Sized Resident	\$ 1,700.00	
Full Sized Non-Resident	\$ 2,000.00	
Cremaains Resident	\$ 650.00	
Cremaains Non-Resident	\$ 950.00	
Child Sized Lot	\$ 300.00	
<b>Columbaria</b>		
Resident	\$ 800.00	
Non-Resident	\$ 1,000.00	
<b>Concrete Liners (plus current state tax rate)</b>		
Adult Grave Liner	\$ 650.00	
Child Grave Liner	\$ 400.00	
Cremaains Grave Liner	\$ 400.00	
<b>Opening &amp; Closing Fees</b>		
Adult Liner	\$ 850.00	
Adult Vault	\$ 1,000.00	
Cremaains	\$ 500.00	
Child Liner	\$ 300.00	
Child Vault	\$ 300.00	
<b>Disinterment Fees</b>		
Adult	\$ 3,500.00	
Child	\$ 1,232.00	
<b>Marker Setting Fees</b>		
Flat Marker	\$ 350.00	
Resetting Fee	\$ 250.00	
<b>Other Fees</b>		
Set Up Fee	\$ 150.00	
Saturday Service	\$ 600.00	
Vase Setting	\$ 95.00	
Weekday Overtime (per hour)	\$ 150.00	

Category		Fees	
<b>General Facility Charges (GFC) (per *ERU)</b>			
Water - General Facility Charges - Inside/ Outside City Limits	\$	4,606.17	\$ 5,140.48
1% Water Facility Enhancement Surcharge	\$	46.06	\$ 51.40
Sewer - General Facility Charges - Inside/ Outside City Limits	\$	9,902.23	\$ 11,050.89
1% Wastewater/Sewer Facility Enhancement Surcharge	\$	99.02	\$ 110.51
Storm - General Facility Charges - Inside City Limits Only	\$	1,104.36	\$ 1,232.47
1% Stormwater Surcharge	\$	11.04	\$ 12.32
<b>Impact Fees</b>			
Park Impact Fee	\$	1,492.00	
Transportation Impact Fee (per PM Peak Hour Trip)	\$	2,149.00	
<b>*ERU - Equivalent Residential Unit</b>			

**2024 LAND USE**

The City may charge and collect fees from any applicant to cover costs incurred by the City in the review of plans, studies, monitoring reports and other documents to ensure code compliance, to mitigate impacts to critical areas and for all code-required monitoring.

The applicant shall pay the following Land Use Review Deposit to cover third party review and administrative expenses. These fees are billed at cost for time and materials from third party reviewers plus a 15% administrative fee.

Fees and deposits are charged per category and are cumulative.

If the initial deposit is expended prior to the completion of project approval, the City will collect either an additional deposit in the amounts below, or an amount as estimated by the staff as needed to complete project review. Any fees not expended will be returned to the applicant.

Category	Deposit
<b>Annexation, Comprehensive Plan Amendments &amp; Rezones</b>	
Annexation	\$ 2,000.00
Code Text Amendment	\$300.00/deposit plus Time & Materials
Comprehensive Plan Map or Text Amendment - including rezones (each)	\$ 2,500.00
<b>Conditional Use Permits, Development Agreements, Site Plans &amp; Special Use Permits</b>	
Conditional Use Permit	\$ 1,500.00
Development Agreement	\$ 1,500.00
Site Plan Review	\$ 500.00
Site Plan Review - Minor Change	\$ 500.00
Site Plan Review - Major Change	\$ 1,500.00
Inhouse Engineer Review	\$ 125.00 per hour
Special Use Permit	\$ 1,200.00
<b>Hearings and Appeals</b>	
Appeal of Hearing Examiner's Decision, Administrative Decision or Environmental Decision	\$ 750.00
Hearing Examiner Review	\$ 1,000.00

<b>Environmental Review</b>	
Critical Areas Review - for those projects that propose impacts to critical areas, billed at the cost of contract biologist's review	\$ 750.00
SEPA Environmental Checklist Review and Determination	\$ 1,000.00
Environmental Impact Statement - includes coordination, review and appeal of draft and final EIS	\$2500.00/deposit plus Time & Materials
<b>Pre-Application Meeting</b>	
Short Plat and Boundary Line Adjustments	\$ 250.00
All Others	\$ 500.00
<b>Cottage Housing, Developers Agreements and Planned Unit Developments</b>	
Binding Site Plan	\$1500.00 plus Time & Materials
Boundary Line Adjustment	\$ 500.00
Short Plat	\$ 1,400.00
Preliminary Plat	\$ 4,000.00
Final Plat, PUD or Binding Site Plan	\$ 1,500.00
Cottage Housing Development	\$ 1,500.00
Plat Alteration - Minor Change	\$ 500.00
Plat Alteration - Major Change	\$ 1,500.00
Plat Vacation	\$ 300.00
Planned Unit Development	\$ 4,000.00
Flood Plain Development Permit	\$ 1,500.00
<b>Shorelines</b>	
Shoreline Substantial Development Permit	\$ 2,500.00
Shoreline Conditional Use Permit	\$ 1,500.00
Shoreline Variance	\$ 1,500.00
<b>Variances (except Shoreline)</b>	
Variances (Subdivision, Environmental, Zoning, Flood)	\$ 1,200.00
Variances Noise	\$ 100.00
Variances Sign Code	\$ 250.00
<b>Zoning Compliance Letter</b>	\$ 400.00
<b>Home Occupation Permits</b>	\$ 250.00



<b>2024 PARKS/RECREATION &amp; FACILITY RENTALS</b>		
<b>Category</b>	<b>Fees</b>	
<b>Recreation Programs</b>	<del>Cost + 15 % Administrative Fee</del>	<b>Delete</b>
<b>On-Line Registration Fee</b>	<del>\$ 5.00</del>	<b>Delete</b>
<b>Late Registration Fee</b>	<del>\$ 10.00</del>	<b>Delete</b>
<b>Gazebo and/or Barbeque Pit - Hourly Rental Fees - 5 Hour Max</b>		
Resident: Monday - Thursday	\$ 10.00	<b>Added</b>
Resident: Friday - Sunday	\$ 20.00	<b>Added</b>
Non-Resident: Monday - Thursday	\$ 20.00	<b>Added</b>
Non-Resident: Friday - Sunday	\$ 30.00	<b>Added</b>
Non-Profit: Monday - Thursday	\$ 5.00	<b>Added</b>
Non-Profit: Friday - Saturday	\$ 10.00	<b>Added</b>
<b>North Park w/o Orting Station</b>		
<del>Resident - 5 Hour Block</del>		<b>Delete</b>
<del>Non-Resident - 5 Hour Block</del>		<b>Delete</b>
<del>Non-Profit - Weekend 5 Hour Block</del>		<b>Delete</b>
<del>Merchandise &amp; Refreshment Sales - Park Permit</del>	<del>\$</del>	<b>Delete</b>
<b>Multipurpose P Center (MPC) - Hourly Rental Fees</b>		
Resident: Monday - Thursday	\$ 30.00	<b>Added</b>
Resident: Friday - Sunday	\$ 50.00	<b>Added</b>
Non-Resident: Monday - Thursday	\$ 50.00	<b>Added</b>
Non-Resident: Friday - Sunday	\$ 70.00	<b>Added</b>
Non-Profit: Monday - Thursday	\$ 15.00	<b>Added</b>
Non-Profit: Friday - Sunday	\$ 20.00	<b>Added</b>
<b>Orting Station - Hourly Rental Fees</b>		
Resident: Monday - Thursday	\$ 20.00	<b>Added</b>
Resident: Friday - Sunday	\$ 40.00	<b>Added</b>
Non-Resident: Monday - Thursday	\$ 30.00	<b>Added</b>
Non-Resident: Friday - Sunday	\$ 50.00	<b>Added</b>
Non-Profit: Monday - Thursday	\$ 10.00	<b>Added</b>
Non-Profit: Friday - Sunday	\$ 10.00	<b>Added</b>
<b>Event Fees</b>		
Special Event	\$ 200.00	
Blanket Vendor Permit	\$ 100.00	

Deposits			
Gazebo, BBQ, <del>Orting Station</del>	\$	50.00	Edited
MPC w/ Alcohol Served: Banquet Permit & <del>Liabilty Insurance</del> Required	\$	300.00	Edited
MPC	\$	150.00	

Orting Station	\$	100.00	Added
Orting Station w/ Inflatables	\$	200.00	Added
<b>Per Hour Rates - Minimum 2 hour charge for all rentals</b>			
<b>Gratzer &amp; Calistoga Parks - Rental Fees (prepped Fields)</b>			
<del>Youth Resident</del>	<del>\$</del>	<del>20.00</del>	Delete
<del>Youth Non-Resident</del>	<del>\$</del>	<del>24.00</del>	Delete
<del>Youth Non-Profit</del>	<del>\$</del>	<del>10.00</del>	Delete
<del>Adult Resident</del>	<del>\$</del>	<del>28.00</del>	Delete
<del>Adult Non-Resident</del>	<del>\$</del>	<del>34.00</del>	Delete
<del>Adult Non-Profit</del>	<del>\$</del>	<del>14.00</del>	Delete
Resident	\$	25.00	Added
Non-Resident	\$	30.00	Added
Non-Profit	\$	15.00	Added
<b>Gratzer &amp; Calistoga Parks - Rental Fees w/ Field Prep for Tournaments</b>			
1-Day Resident	\$	300.00	\$ 550.00
1-Day Non-Resident	\$	375.00	\$ 650.00
1-Day Non-Profit	\$	200.00	\$ 400.00
1-Day Holiday Resident	\$	500.00	\$ 900.00
1-Day Holiday Non-Resident	\$	585.00	\$ 1,100.00
1-Day Holiday Non-Profit	\$	250.00	\$ 600.00
2-Day Resident	\$	600.00	\$ 700.00
2-Day Non-Resident	\$	720.00	\$ 800.00
2-Day Non-Profit	\$	300.00	\$ 550.00
2-Day Holiday Resident	\$	725.00	\$ 1,200.00
2-Day Holiday Non-Resident	\$	875.00	\$ 1,400.00
2-Day Holiday Non-Profit	\$	375.00	\$ 900.00
<b>Gratzer &amp; Calistoga Parks - Additional Fees</b>			
Game Prep: Dragging, Lining & Bases (per Prep)	\$	35.00	\$ 40.00
Portable Mounds (per Day)	\$	25.00	\$ 50.00
<b>Special Events &amp; Additional Fees</b>			
Special Event Permit	\$	200.00	

Vendor Blanket Permit	\$	100.00	
Vendor 1-Day Event Permit	\$	25.00	
City Service: 1 Public Works Employee (per Hour)	\$	75.00	
City Service: 1 Police Officer (per Hour)	\$	100.00	Added
City Service: 1 Dumpster		City Cost	
City Service: 1 Porta Potties	\$	100.00	Edited
City Service: Elec/Spider Boxes	\$	50.00	
City Service: Barricades/Cones/Signs	\$	50.00	
<del>City Service: Street Sweep (per Hour)</del>	<del>\$</del>	<del>150.00</del>	Deleted
City Service: Portable Trailer Sign (per Trailer, per Day)	\$	50.00	
City Service: Banner Across Hwy 162	\$	195.00	

<b>2023 UTILITIES &amp; STREETS</b>		<b>Updated</b>
<b>Category</b>	<b>Fees</b>	
<b>Water Disconnect/Meter Removal Fees</b>	\$ 200.00	
<b>Sewer Connect Fees</b>		
Residential - Inside City Limits	\$ 200.00	
Residential - Outside City Limits	\$ 300.00	
Commercial - Inside City Limits	\$ 300.00	
Commercial - Outside City Limits	\$ 400.00	
<b>Sewer Disconnect Fees</b>		
Residential - Inside City Limits	\$ 100.00	
Residential - Outside City Limits	\$ 200.00	
Commercial - Inside City Limits	\$ 200.00	
Commercial - Outside City Limits	\$ 300.00	
<b>Bulk Water Usage Fees</b>		
Hydrant Permit	\$ 100.00	
Hydrant Damage Deposit	\$ 1,500.00	
Fee for Opening Hydrant (without permit)	\$200 + cost of water	
<b>Water Hookup Fees (includes meter)</b>		
Inside City Limits	\$ 475.00	
Outside City Limits	\$ 515.00	
<b>Wastewater Hookup Fees</b>		
Inside City Limits	\$ 460.00	
Outside City Limits	\$ 506.00	
<b>Backflow/Irrigation Inspection</b>	\$ 30.00	
<b>Late Payment Fees</b>		
Late Payment Fee - 1st Due Date	\$ 10.00	
Late Payment Fee - 2nd Due Date before Shut Off	\$ 50.00	
<b>Other Fees</b>		
Meter Padlock Removal Penalty	\$ 100.00	
Side Sewer on 3rd Re-Inspection	\$ 100.00	
Final Sewer on 3rd Re-Inspection	\$ 100.00	
Water Availability Letter	\$ 50.00	
Water Meter Drop 3rd Re-Inspection	\$ 100.00	

After Hours Emergency Water Shut Off (2hr Call Out)	\$	150.00	
Property Inspection (water on/off) - Beyond 1st request for same property	\$	50.00	
Commercial Right of Way Use Permit (Sidewalk)		Annual \$20.00	Added
Onsite RV Resident Permit (Private property with single family home)		Monthly \$20.00	Added
<b>Streets Fees</b>			
Street Opening Permit		\$50 + 5% project cost	
Street Sweeping (per Hour)	\$	150.00	
<b>Water, Sewer &amp; Storm Water Monthly Rates: See Utility Rates on website www.cityoforting.org</b>			

**Facility Comparisons**

MPC	2022 Rate	Proposed Rate
<u>Monday - Thursday</u>	<u>Mon - Fri - full day, half day</u>	<u>Per Hour</u>
Resident	Full day - \$150, 5 hr - \$100	\$30
Non- Resident	Full Day - \$200, 5 hr - \$150	\$50
Non-Profit	Full Day - \$20, 5 hr - \$20	\$15
<u>Friday-Sunday</u>	<u>Weekend - full day, half day</u>	<u>Per Hour</u>
Resident	Full day - \$200, 5 hr - \$150	\$50
Non- Resident	Full day - \$250, 5hr - \$200	\$70
Non-Profit	Full Day - \$100, 5hr - \$50	\$20
<b>Refundable Deposit</b>		<b>\$150</b>
<b>Refundable Alcohol Deposit</b>		<b>\$300</b>

Orting Station	2022 Rate	Proposed Rate
<u>Monday - Thursday</u>	<u>Sunday - Saturday Rates</u>	<u>Per Hour</u>
Resident	Full day - \$100, 5 hr - \$50	\$20
Non- Resident	Full Day - \$200, 5 hr \$100	\$30
Non-Profit	Full Day - \$50, 5 hr - \$25	\$10
<u>Friday-Sunday</u>		<u>Per Hour</u>
Resident	Full day - \$100, 5 hr - \$50	\$40
Non- Resident	Full Day - \$200, 5 hr \$100	\$50
Non-Profit	Full Day - \$50, 5 hr - \$25	\$10
<b>Refundable Deposit</b>	<b>\$50</b>	<b>\$100</b>
<b>Refundable Inflatable Deposit</b>	<b>-</b>	<b>\$200</b>

BBQ & Gazebo (5hr max)	2022 Rate	Proposed Rate
<u>Monday - Thursday</u>	<u>Sunday - Saturday Rates</u>	<u>Per Hour</u>
Resident	5 hr - \$30	\$10
Non- Resident	5 hr - \$60	\$20
Non-Profit	5 hr - \$20	\$5
<u>Friday-Sunday</u>		<u>Per Hour</u>
Resident	5 hr - \$30	\$20
Non- Resident	5 hr - \$60	\$30
Non-Profit	5 hr - \$20	\$10
<b>Refundable Deposit</b>		<b>\$50</b>

**Changes**

- \*Increase rates to match surrounding municipalities
- \*Change to Monday - Thursday (weekday) & Friday - Sunday (weekend) Rates
- \*Switch from full day/half day rates to Hourly rates
- \*2 hour minimum for rentals
- \*BBQ & Gazebo have a 5 hour maximum rental
- \*Inflatables only allowed at Orting Station with increased deposit (\$200)

### Comparison

<b>Hourly Rates *2hr minimum*</b>	<b>2022 Rate</b>	<b>Proposed Rate</b>
Youth - Resident	\$20/hr	-
Youth - Non-Resident	\$24/hr	-
Youth - Non-Profit	\$10/hr	-
Adult - Resident	\$28/hr	-
Adult - Non-Resident	\$34/hr	-
Adult - Non-Profit	\$14/hr	-
Resident	-	\$25/hr
Non-Resident	-	\$30/hr
Non-Profit	-	\$15/hr
<b>Tournament Rates</b>		
1 Day - Resident	\$300	\$550
1 Day - Non-Resident	\$375	\$650
1 Day - Non-Profit	\$200	\$400
2 Day - Resident	\$600	\$900
2 Day - Non-Resident	\$720	\$1,100
2 Day - Non-Profit	\$300	\$600
1 Day Holiday - Resident	\$500	\$700
1 Day Holiday - Non-Resident	\$585	\$800
1 Day Holiday - Non-Profit	\$250	\$550
2 Day Holiday - Resident	\$725	\$1,200
2 Day Holiday - Non-Resident	\$875	\$1,400
2 Day Holiday - Non-Profit	\$375	\$900
<b>Additional Charges</b>		
Game Prep (dragging, lining, bases)	\$35	\$40
Portable Mounds (per day)	\$25	\$50
Deposit	\$100	\$100

Changes

\*Price increase to match surrounding municipalities

\*Switch from Youth/Adult rates to Standard Rates





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Suspending August Meetings.	<b>AB23-90</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>8.29.2023</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>				
<b>Fiscal Note:</b>				
<b>Attachments:</b>				
<b>SUMMARY STATEMENT:</b>				
<p>A number of legislative bodies cancel meetings in August to take a summer recess, as it tends to be the time of year when there are the most conflicts with Council and staff attending meetings. This agenda bill serves as a discussion piece for cancelling August meetings and whether to move the item forward to study session for further discussion.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Informational only.				



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Murrey's Franchise Agreement.	<b>AB23-91</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>8.29.2023</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>				
<b>Fiscal Note:</b>				
<b>Attachments:</b>				
<b>SUMMARY STATEMENT:</b>				
<p>For the past several years, the City has utilized the services from Murrey's disposal for solid waste handling. Murrey's Disposal shall have the exclusive duty, right, and privilege to collect and dispose or otherwise handle all residential solid waste, recyclable materials, yard debris and bulky goods generated, deposited, accumulated, or otherwise coming to exist in the franchise area and all commercial solid waste generated, deposited, accumulated, or otherwise coming to exist in the franchise area. Garbage collection services is mandatory for all single-family and multi family residential premises and commercial premises within the franchise area. Yard debris services shall be provided on a subscription-based service.</p> <p>As of this moment, staff are not aware of any specific changes that Murrey's will be proposing, however we expect proposal around recycling services and what costs are passed onto the public.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Discussion and status to study session. Staff are working on scheduling meetings with Murreys to bargain the contract.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To authorize the Mayor to enter into a franchise agreement with Murrey's disposal for disposal services described within the agreement.				

**ORIGINAL**

**COLLECTION FRANCHISE  
BETWEEN THE CITY OF ORTING  
AND  
D.M. DISPOSAL CO., INC.  
(version 3.23.12)**

**FRANCHISE AGREEMENT BETWEEN THE CITY OF ORTING  
AND  
D.M. DISPOSAL CO., INC.**

This Franchise Agreement (“Franchise”) is entered into as of the Effective Date, as defined below, by and between the **City of Orting**, a Washington municipal corporation (“the City”), and **D.M. Disposal Co., Inc.** (“Franchisee”), for the collection, transportation, and disposal of solid waste. The City and Franchisee may be referred to herein collectively as the “Parties” or individually as a “Party.”

**RECITALS**

WHEREAS, the Legislature of the State of Washington has authorized and required local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, the City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste; and

WHEREAS, Franchisee has represented and warranted to the City that it has the experience, responsibility, and qualifications to provide residents in the franchise area collection and safe transport to disposal facilities of municipal solid waste; and

WHEREAS, the City declares its intention of maintaining reasonable rates for reliable, proven collection, transportation, and disposal of Solid Waste within the area covered by this grant of franchise;

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

**1. DEFINITIONS.**

Words used in the present tense in this Franchise include the future tense, in the singular include the plural, in the plural includes the singular, and in the masculine include the feminine gender. Except where the context clearly indicates a different meaning, capitalized words, terms and phrases as used herein shall have the meaning given herein or in Chapter 2 of Title 5 of the Orting Municipal Code as now or hereafter amended. The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

**“Adjusted Gross Revenues”**, for purposes of this Franchise, shall mean Gross Revenues, net of Franchise Fees, and less any: a) taxes on services furnished by the Franchisee which are imposed directly on any Customer or user by the state, City, or other governmental unit and which are collected by the Franchisee on behalf of said governmental unit; b) bad debt, provided, however, that all or part of any such bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or c) any revenues generated from the sale of Recyclables or any recycling rebates received from the state.

**“Adjustment Date”** means the date which occurs annually on each anniversary of the Effective Date.

**“City”** when used in the sense of carrying out the obligations of this agreement means the Orting City Mayor or the Mayor’s designee.

**“Effective Date”** means the date specified at Section 4.3 of this Franchise. In the event that this Franchise is accepted after the Effective Date, the Parties agree that the terms and conditions of the Franchise shall apply and be binding upon the Parties as if the Franchise had been accepted on the Effective Date.

**“Franchise Area”** means: (i) the entire territory included within the City limits as of the Effective Date of this Franchise; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation, or other means, but only from and after the time that the Franchisee is able to provide collection services in such additional area.

**“Gross Revenues”** means any and all revenue of any kind, nature, or form derived or accrued directly or indirectly by the Franchisee, or by Franchisee’s Affiliates, from the exclusive collection and disposal of Solid Waste, Recyclables, and Yard Debris pursuant to this Franchise and within the Franchise Area.

**“Pierce County Disposal System”** means the real property owned, leased, or controlled by the Pierce County Solid Waste Division, Pierce County, Washington for the disposal of Solid Waste, or such other site as may be authorized by the then current Pierce County Comprehensive Solid Waste Management Plan.

**“Tipping Fee”** means the cost charged by the transfer station or landfill to dispose of one ton of refuse.

**“WUTC”** means the Washington Utilities and Transportation Commission.

## **2. GRANT OF FRANCHISE.**

2.1 **Exclusive Right.** The City does hereby grant to Franchisee and Franchisee shall have the exclusive duty, right, and privilege to collect and dispose or otherwise handle all residential Solid Waste, Recyclable Materials, Yard Debris, and Bulky Goods generated, deposited, accumulated, or otherwise coming to exist in the Franchise Area, and all Commercial Solid Waste generated, deposited, accumulated or otherwise coming to exist in the Franchise Area. Collection service in the City is mandatory, and all Single-Family and Multi-Family Residential premises and Commercial premises within the Franchise Area shall be required by Franchisor to utilize the Garbage collection services of Franchisee provided hereunder. Yard Debris collection service shall be provided on a subscription basis to Residential Customers within the City. Collection of Recyclables and Yard Debris from Multi-Family Residences, Commercial Premises is not within the scope of this Franchise and is open to competition. Notwithstanding the above, nothing in this Franchise shall prevent any Customer from personally handling, hauling, or transporting Solid Waste generated by or from his/her own

Single-Family or Multi-Family Residence or Commercial premises operations for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Franchise affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the Franchise Area or to donate Recyclable Material to any bona fide charity, provided that all such Recyclable Material is separated by the generator.

2.2 Annexation. If, during the term of the Franchise, additional territory is added to the City through annexation or other means within which the Franchisee has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Franchisee shall make collection in such annexed area in accordance with the provisions of this Franchise at the unit prices set forth in this Franchise. The City acknowledges that equipment, such as trucks, carts, and containers, may take time to procure, and therefore, shall not penalize the Franchisee for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Franchisee. The Franchisee agrees that its certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Franchisee expressly waives and releases its right to claim any damages or compensation other than those expressly called for in this Section from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing certificate or franchise held by the Franchisee prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the franchisee shall service any future annexation area shall be a minimum of ten (10) years consisting of an original seven (7) year term and three (3) automatic one (1) year extensions for three (3) additional years, notwithstanding the term provision set forth in Section 3 of this Franchise. Should the Franchise expire or be canceled prior to the completion of the ten (10) year term of any newly annexed area, that area shall revert to the authorized solid waste collection company pursuant WAC 480-70-141 (5) and approval of the reversion by the WUTC or its successor and service under WUTC jurisdiction shall continue for the balance of the minimum ten (10) year-term affected by the expiration or cancellation of this Franchise.

2.3 Police Powers. Franchisee acknowledges that its rights hereunder are subject to those powers expressly reserved by the City and further are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public. Franchisee agrees to comply with all applicable general ordinances now or hereafter enacted by the City pursuant to such power. Such powers include but are not limited to, the right to adopt and enforce applicable zoning, building, permitting and safety ordinances and regulations, the right to adopt and enforce ordinances and regulations relating to equal employment opportunities, and the right to adopt and enforce ordinances and regulations containing consumer protection and service standards and rate regulation provisions consistent with its authority under state and federal law. However, the material rights, benefits, obligations or duties as specified in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City's police power.

2.4 Reservation of Rights/Wavier. The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City. The City expressly

reserves all of its rights, authority, and control arising from any relevant provisions of federal, state, or local laws granting the City rights, authority, or control over the activities of the Franchisee. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding Solid Waste collection.

2.5 Prior Franchise. The grant of this Franchise shall have no effect on the Franchisee's duty under the prior franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it operate in any respect to relieve Franchisee of any obligation or liability occurring prior to the grant of the Franchise or of responsibility for acts or omissions occurring prior to the grant of the Franchise, known or unknown, or the consequences thereof, including the review of past performance.

2.6 Coordination with City. The Franchisee's supervisory staff shall be available to meet with the City at the City's offices on request to discuss operational and Franchise issues. Deficiencies identified by the City shall require a corrective plan by the Franchisee within two weeks of written notification.

The Franchisee's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Franchisee's corrective plan shall be subject to reasonable review and approval by the City. Upon approval of the corrective plan, Franchisee shall proceed to correct deficiencies. Failure to correct material deficiencies as outlined in the corrective plan and/or failure to initiate corrective actions within thirty (30) days of submittal of the corrective plan shall constitute a failure to perform and the City, in its reasonable discretion, may provide the Franchisee with six (6) months notice of Franchise termination. The City's determination of failure to perform shall not be unreasonable.

The Franchisee shall continually monitor and evaluate all operations to ensure compliance with this Franchise. At the request of the City, the Franchisee shall report its actual performance measures, how they compare with the City's performance requirements, and provide a plan to include timelines for remedial measures to correct any items failing to meet City requirements.

2.7 Franchise Enforcement. If, at the request of the Franchisee, the City takes administrative, law enforcement, or other legal action against any Person who infringes on the Franchisee's exclusive rights, Franchisee must reimburse the City for its reasonable legal costs related to such action. Franchisee may independently enforce the exclusivity provision of this Franchise against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee.

### **3. TERM OF FRANCHISE.**

The initial term of this Franchise shall commence on the Effective Date as set forth in Section 4.3 and, unless sooner terminated in accordance with the provisions of this Franchise, shall expire on April 30, 2019, with automatic one (1) year extensions for three (3) additional years.

**4. ACCEPTANCE/FRANCHISE FEES.**

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Franchise by the City Council, this Franchise shall be accepted by Franchisee by filing with the City Clerk during regular business hours, or such other person as may be designated by the City, three originals of this Franchise, with its original signed and notarized written acceptance of all of the terms, provisions, and conditions of this Franchise in conformance with Exhibit "B", together with the following:

4.1.1 The Insurance Certificate in conformance with the requirements of Section 12 herein

In the event that the thirtieth day falls on a Saturday, Sunday, or legal holiday during which the City is closed for business, the filing date shall fall on the last business day before such Saturday, Sunday or legal holiday.

4.2 Failure to Timely File Acceptance. Except as provide in this Section, the failure of Franchisee to timely file its written acceptance as set forth in Section 4.1 shall be deemed a rejection by Franchisee of this Franchise, and this Franchise shall then be void. In the event that Franchisee timely files its written acceptance but fails to timely comply with the applicable requirements of Sections 4.1.1 through 4.1.2, this Franchise shall be voidable in the sole discretion of the Mayor without further action required by the City Council or the consent of the Franchisee. The Franchise shall be voidable until such time as Franchisee complies with all of the applicable requirements of Sections 4.1.1 through 4.1.2. No opportunity to cure or public hearing is required to void the Franchise pursuant to this Section 4.2.

4.3 Effective Date. Except as provided pursuant to Section 4.2 of this Franchise, the Effective Date of this Franchise shall be April 1, 2012. In the event that this Franchise is accepted after the Effective Date, the parties agree that the terms and conditions of the Franchise shall apply and be binding upon the Parties as if the Franchise had been accepted on the Effective Date. This Franchise and the rights, privileges, and authority granted hereunder, and the contractual relationship established hereby, shall take effect and be in force from and after the Effective Date of this Franchise.

4.4 Effect of Acceptance. By accepting this Franchise the Franchisee:

4.4.1 Accepts and agrees to comply with and abide by all of the terms and conditions of this Franchise;

4.4.2 Acknowledges and accepts the City's legal right to grant this Franchise;

4.4.3 Agrees that it enters into this Franchise freely and voluntarily, without any duress or coercion, after free and full negotiations, after carefully reviewing all of the provisions, conditions, and terms of this Franchise Agreement, and after consulting with counsel;

4.4.4 Acknowledges and agrees that: it has carefully read the terms and conditions of this Franchise; it unconditionally accepts all of the terms and conditions of this Franchise; it unconditionally agrees to abide by the same; it has relied upon its own investigation



of all relevant facts; it has had the assistance of counsel; it was not induced to accept this Franchise; this Franchise represents the entire agreement between the Franchisee and the City; and that the Franchisee accepts all risks related to the interpretation of this Franchise;

4.4.5 Guarantees, as a condition of accepting this Franchise and exercising the privileges granted by this Franchise, that any affiliate of the Franchisee offering service in the Franchise Area, or directly involved in the management or operation of the facilities in the Franchise Area, will comply with the terms and conditions of this Franchise;

4.4.6 Warrants that Franchisee has the full right and authority to enter into and accept this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

4.4.7 Warrants that acceptance of this Franchise by Franchisee has been duly authorized by all requisite Board action, that the signatories for Franchisee hereto are authorized to sign the Franchise acceptance, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise.

## **5. FRANCHISEE SERVICES.**

5.1 Single-Family Residential Collection Services. Franchisee shall furnish all labor, supervision, materials, supplies (not including garbage cans), equipment and all other items required to collect and dispose of all Garbage and, for those Residential Customers that have signed up for collection of Recyclable Materials and Yard Debris, to collect and handle all Recyclable Materials and Yard Debris generated or accumulated from Residential premises within the Franchise Area. The work to be done by Franchisee as set forth in this Franchise shall be accomplished in a professional manner so that the residents within the Franchise Area are provided reliable, courteous, and high-quality collection of Solid Waste.

5.2 Collection from Multi-Family Residences and Commercial Premises. Franchisee shall furnish all labor, supervision, materials, supplies, equipment and all other items required to collect and dispose of all Garbage generated or accumulated from Multi-Family Residences and Commercial Premises within the Franchise Area. Collection of Recyclable Material and Yard Debris from these Multi-Family and Commercial Customers is outside the scope of this Franchise and is open to competition.

5.3 Collection Frequency and Method. Franchisee shall collect Garbage from Single-Family Residences on a weekly basis and Recyclables and Yard Debris from Single-Family Residences on an every-other-week basis on alternating weeks. Franchisee shall collect Solid Waste from Multi-Family and Commercial Customers on a weekly basis. All Single-Family Residential collections shall be made at the curb and shall be properly set out for collection on the appropriate day and by the appropriate time established by Franchisee for collection.

5.4 Collection Hours. Franchisee shall perform collection services within Single-Family Residential and Multi-Family Residential areas only between the hours of 7:00 a.m. and

6:00 p.m., except on Holidays as defined in Section 5.5 of this Franchise; provided, however, that the Parties may otherwise agree with respect to permitted times on days following Holidays, make-up collections, and inclement weather schedules.

Collection from Commercial Customers may be made without restriction as to collection time or day or week, provided that Commercial Customers adjacent to Residences shall be collected during the Single-Family Residential and Multi-Family Residential times specified in this Section.

5.5 Holidays. Franchisee shall perform collection services scheduled for Holidays on the next collection business day following the Holiday and Franchisee may re-schedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. "Holidays" are defined as New Year's Day, Thanksgiving, Christmas, or other days when the Landfill used by Franchisee to dispose of refuse is closed.

5.6 Cart Service. All Residential Customers that sign up for collection of Recyclable Materials and Yard Debris shall use Franchisee-owned Recycling Carts and Yard Debris Carts, which shall serve as their primary Containers for Recyclables and Yard Debris. Plastic bags may be used for overflow volumes of Garbage as allowed under the Orting Municipal Code, but not as a Customer's primary Container. Commercial Customers shall be provided Franchisee-owned Containers for Solid Waste collection, depending upon the level of service. All Containers provided by Franchisee shall remain the property of Franchisee. Customers shall not overfill Containers, and material that does not fit neatly within a Container may be subject to additional fees, as set forth in Exhibit A. The Franchisee is responsible for collection of all Containers which do not exceed the weight limits, described below:

Micro Can (max 10-gallons) 12 lbs.

Mini Can (max 20-gallons) 24 lbs.

One Can Size (max 32-gallons) 37 lbs.

If a Container exceeds the weight limits set forth in this Section, the Franchisee may refuse service and shall tag the overweight Container. If service can be safely provided, the Franchisee shall charge the equivalent extra bag charge. The Franchisee shall work with Customers to provide alternatives so that future service will not be disrupted. Replacement Containers may be subject to a fee as set forth in Exhibit A.

5.7 Annual Spring Clean Up Day/Christmas Tree Collection. Once each year, on a date mutually agreed upon by the City and the Franchisee, Franchisee shall provide one Residential "Spring Clean-up". The clean-up shall consist of Curbside collection of up to 3 bags (equivalent to 160 gallons) of Garbage, 3 bags of Yard Debris, and one appliance per residence. The clean-up will exclude Bulky Goods. The City also shall prepare and distribute a bulletin describing how to dispose of Hazardous Waste. Once each year, on a date mutually agreed upon by the City and the Franchisee, Franchisee shall provide Christmas tree disposal.

5.8 Special Pick-Up Service; Bulky Goods. Franchisee shall offer special, on-call Bulky Goods pick-up service to Residential Customers in accordance with the rate schedule set forth in Exhibit "A". Bulky goods shall mean discarded large items of solid waste such as appliances, furniture, small auto parts, and other similar waste materials with weights and volumes greater than one person can lift and greater than those allowed in waste collection bins, carts, or other containers.

5.9 City Facilities and Special Events. Franchisee shall provide service, at no additional charge, to all City facilities, except the wastewater treatment plant, and at annual special events, as set forth in Exhibit D. The City shall have the right to add new City facilities and new special events to Exhibit D during the term of this Franchise, provided that if such addition results in a material increase in Franchisee's costs, then the Parties may adjust Franchisee's rates in accordance with Section 8.3. The Franchisee shall provide a roll off box for special events. The boxes shall be between 20 and 30 yards in size.

5.10 Changes in Services. The City may require changes in existing services or the addition of new services and Franchisee shall comply with such changes, provided that if such changes result in increases in cost to the Franchisee, Franchisee shall have the right to receive a special rate adjustment pursuant to Section 8.3 of this Franchise, and in no event shall Franchisee be required to provide any additional service or implement any changes in existing service until such time as adjustments in the rates have been made in order to cover the cost of, and compensate Franchisee for providing, such additional or changed service.

If the City wishes to implement a "sustainable collection" program during the term of this Franchise, including but not limited to, bi-weekly collection of Solid Waste, the Parties shall agree to negotiate in good faith regarding the scope of such program, any service modifications, and may mutually agree upon a rate adjustment pursuant to Section 8.3 of this Franchise.

5.11 Garbage Disposal. All Garbage collected under this Franchise shall be delivered to the Pierce County Disposal System.

5.12 Recyclable Materials. Recyclable Materials collection shall be offered to Residential Customers on a mandatory subscription basis, at the collection rates set forth in Exhibit A. Recyclable Materials placed at the Curbside for collection shall be deemed the property of Franchisee and, thereafter, the Franchisee may market or dispose of them in any manner the Franchisee deems to be economically feasible. The Franchisee shall be responsible for all processing, marketing, and sale of Recyclable Materials collected hereunder and shall be entitled to all proceeds therefrom. The Franchisee shall collect all Recyclables from Residential Customers that are properly placed in Franchisee-owned Recycling Carts, are boxed, or are placed in a paper bag next to Customers' Recycling Carts. Each Residential Customer shall be issued a 96-gallon Recycling Cart by Franchisee, unless the Customer requests a smaller Recycling Cart size. Customers must set out Recyclables uncontaminated with food or other residues. The rates for collection of Residential Recyclables shall be included within Customers' Solid Waste collection rates, as set forth in Exhibit A. The maximum weight allowed for a Recycling Cart is 175 lbs.

5.13 Yard Debris Collection. Yard Debris collection shall be offered to Residential Customers on a subscription basis, at the collection rates set forth in Exhibit A. Yard Debris placed at the Curbside for collection shall be deemed the property of Franchisee and, thereafter, the Franchisee may market or dispose of them in any manner the Franchisee deems to be economically feasible. The Franchisee shall be responsible for all processing, marketing, and sale of Yard Debris collected hereunder and shall be entitled to all proceeds therefrom. The Franchisee shall collect all Yard Debris from subscribing Customers that are properly placed in Franchisee-owned Yard Debris Carts, or are placed in biodegradable Kraft paper bags next to Customers' Yard Debris Carts. Each subscribing Residential Customer shall be issued a 96-gallon Yard Debris Cart by Franchisee (unless the Customer requests a smaller Yard Debris Cart size). The subscription rates for Yard Debris collection service include up to 96 gallons of service capacity, and any materials in excess of 96 gallons properly placed at the Curb shall be subject to extra charges, as set forth in Exhibit A. The maximum weight for a Yard Debris Cart is 250 lbs. Customers must set out Yard Debris uncontaminated with materials that do not qualify as Yard Debris or Food Waste under this Franchise.

5.14 Other Solid Waste Collection Services. The Franchisee may occasionally provide other services related to Solid Waste collection in the City not specifically provided for under this Franchise. In that event, the Franchisee shall use current rates approved by the WUTC under the Franchisee's tariff in unincorporated Pierce County for the service provided. If the intended services are not covered by either this Franchise or the Franchisee's WUTC tariff, the Franchisee shall notify the City and propose a Customer rate for the service. Upon approval of the City, the Franchisee may proceed to offer that service.

5.15 Inclement Weather. When weather conditions are such that the Franchisee's collection of Garbage, Recyclables and Yard Debris would result in danger to the Franchisee's staff, area residents, or property, the Franchisee shall collect only in areas that, in its reasonable discretion, do not pose a danger to life or property. The Franchisee shall notify the City of the areas not serviced as a result of hazardous conditions. Following a service interruption because of inclement weather, the Franchisee shall work in coordination with the City to implement an appropriate schedule for collecting Garbage, Recyclables and Yard Debris from Customers whose service was interrupted. The Franchisee shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Franchisee will be provided temporary authorization to perform collection services after 6:00 p.m. and/or Saturdays following disruptions due to weather in order to finish collection routes. Weather policies shall be included in program information available to Customers. On days when inclement weather impacts the collection schedule, the Franchisee shall notify the City and Pierce County of any collection schedule changes.

## **6. COLLECTION EXCLUSIONS.**

It is understood that the Franchisee is not authorized and is not required hereunder to collect and transport Hazardous Waste, Biomedical Waste, or Special Waste that is not acceptable or permitted for disposal at a transfer station or disposal site. In addition, Franchisee shall not be required to collect Containers that are not set out or filled in accordance with, or do not meet, Franchisee's collection requirements. Regardless of the reason, when any Solid Waste

or other material is not collected by Franchisee, Franchisee shall leave a tag on the Solid Waste or other material stating the reasons for Franchisee's refusal to collect the same. Adequate records of the tags shall be maintained by Franchisee and shall be available to the City for inspection upon reasonable notice during business hours. If Franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste, Biomedical Waste, or Special Waste unlawfully disposed of or released in reportable quantities in the Franchise Area, including on, in, under or about City property, including streets, easements, rights of way and Containers, Franchisee shall immediately notify the City of the same.

## **7. STANDARDS FOR COLLECTION AND OPERATION.**

7.1 Compliance with Law. Franchisee shall comply with all laws and regulations applicable to Franchisee's operations, including laws, ordinance, rules and regulations of the United States, the State of Washington, t the City, and county of the location at which Solid Waste may be transported or disposed of hereunder.

7.2 Spillage. All loads collected by the Franchisee shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage. Any spillage of materials that occurs during collection shall be immediately cleaned up by the Franchisee at its sole expense. Spillage not immediately cleaned up may be cause for assessment of liquidated damages, as described in Section 10.3 of this Franchise.

All vehicles used in the performance of this Franchise shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment brooms, storm drain covers, sweepers, and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Franchisee shall develop spill response procedures for review and approval by the City before initiating any work under this Franchise. All drivers shall be provided with annual training on the use of spill kits and associated containment and notification procedures.

7.3 Unimproved Public Streets and Private Roads. Residences located in an area that does not allow safe access, turn-around, or clearance for service vehicles shall be provided service if materials are set out adjacent to a public street or private road.

In the event that the Franchisee believes that a private road cannot be safely negotiated or that providing walk-in service for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Franchisee may request the City to evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customers. The City's decision shall be final, provided that the Franchisee shall not be required to endanger workers, equipment, or property.

If the Franchisee believes that there is a probability of private road damage, the Franchisee shall inform the respective Customers and may require a damage waiver (previously approved by the City) or decline to provide service on those private roads.

7.4 Employee Conduct. The Franchisee's employees collecting Garbage, Recyclables and Yard Debris shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Franchise, employees shall wear a professional and presentable uniform with an identifying company emblem visible to the average observer.

If any person employed by the Franchisee to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Franchisee with a demand that such conduct be corrected. The Franchisee shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Franchise. Removal shall be addressed by the Franchisee immediately.

7.5 Carryout Service. The Franchisee shall offer carryout service for Garbage, Recyclables and Yard Debris to households at which the Customer is physically unable to, or is substantially impaired from being able to, transport Garbage, Recyclables or Yard Debris to the Curb for collection, and no other responsible person residing therein is able to transport the Garbage, Recyclable or Yard Debris to the Curb. The Franchisee shall use qualification criteria that are fair and meet the needs of the City's residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

7.6 Safeguarding Public and Private Facilities. The Franchisee shall be obligated to protect all public and private improvements, facilities, and utilities, whether located on public or private property, including street Curbs. If such improvements, facilities, utilities, or Curbs are damaged by reason of the Franchisee's negligent operations, the Franchisee shall notify the City immediately in writing of all damage, and the Franchisee shall repair or replace the same. If the Franchisee fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to the Franchisee or deducted from amounts owed the Franchisee under the Franchise. The City shall not be liable for any damage to property or person caused by the Franchisee, and the Franchisee agrees to indemnify and hold the City harmless for any such damage, unless caused by the City's negligent or willful acts or omissions.

7.7 Equipment. Franchisee shall possess or demonstrate to the City's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the services required of Franchisee herein. Franchisee shall maintain all trucks and equipment used within the Franchise Area in good mechanical condition and the same shall be clean, numbered, and uniformly painted. All truck bodies used by Franchisee shall be constructed of metal and shall be water tight and leak proof. Each vehicle used by Franchisee shall carry at all times a broom and shovel or other item

appropriate for use in the prompt removal of any spilled material. All vehicles used by Franchisee shall have adequate coverage at all times to prevent the spillage of Solid Waste.

7.8 Collection Operations. Franchisee shall conduct its operation so as to minimize as much as reasonably practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs. Franchisee shall replace at its cost Franchisee-owned Containers damaged by the negligent acts or willful misconduct of its employees and through wear and tear of use, but shall not be responsible for free replacement of Containers which become damaged or unusable as a result of the negligent acts or willful misconduct of other Persons. Franchisee shall have the right to bill the Persons whose negligence or misconduct caused damage for the replacement costs of the damaged Containers.

7.9 Business Office; Complaints. Franchisee shall maintain a business phone that can be called by Customers without paying a toll charge. The phone shall be answered during normal working hours which shall be from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and designated holidays. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. During office hours, the Franchisee shall maintain a complaint service and a telephone answering system capable of accepting at least four incoming calls at one time. The Franchisee shall record all complaints, including the date, time, complainant's name and address, if the complainant is willing to give this information to the Franchisee, and nature, date and manner of resolution of the complaint, in a computerized daily log. Any such calls received by the Franchisee's after-hours answering machine service shall be recorded in the log the following workday. The Franchisee shall make a conscientious effort to resolve all complaints within one business day of the original call. If a longer response time is necessary, the reason for the delay shall be noted in the log, along with a description of the Franchisee's efforts to resolve the complaint.

The Customer service log shall be available for inspection by City representatives during the Franchisee's office hours. The Franchisee shall provide a copy of this log in computerized form to the City with the monthly report.

All incoming calls shall be answered promptly and courteously. A Customer should be able to receive recorded service information and also talk directly with a customer service representative when calling the Franchisee's customer service telephone number. Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request, and the Franchisee shall submit, a plan to the City for correcting the problem. Once the City has approved the plan, the Franchisee shall have sixty (60) days to implement the corrective measures during which the Franchisee shall have one week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Franchisee.

The Franchisee shall provide an Internet website containing collection schedules, material preparation requirements, rates, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Franchisee. The website shall also include a web or e-mail

link for Customer complaints that routes directly to the site or e-mail address directed by the City.

7.10 Suspending Collection from Problem Customers. The City and Franchisee acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Franchisee-owned Containers, repeated suspect claims by a Customer of timely set-out of Containers followed by demands for return collection at no charge, repeated claims of Franchisee damage to a Customer's property, or other such problems.

The Franchisee shall make every reasonable effort to provide service to those problem Customers. However, the Franchisee may deny or discontinue service to a problem Customer if reasonable efforts to accommodate and provide services to the Customer fail. In this case, the Franchisee shall provide advance written notification to the City of its intention to discontinue service. The City shall, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

7.11 Missed Collections. If Garbage, Recyclables or Yard Debris are improperly set out or prepared, or contaminated with unacceptable materials, the Franchisee shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to liquidated damages due to lack of proper Customer notification.

Failure of the Franchisee to collect Garbage, Recyclables or Yard Debris that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Franchisee shall collect the materials from the Customer within two business days. The Franchisee shall maintain a written record of all calls related to missed pick-ups and the response provided by the Franchisee (see Section 2.6). Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

In the event that the Franchisee fails to collect the missed pick-up within forty eight (48) hours of receipt of notice (or on Tuesday in the event of notification after 5:00 p.m. on Friday), the Franchisee shall collect the materials that day and may be subject to liquidated damages. If the Franchisee is requested by the Customer to make a return trip due to no fault of the Franchisee, the Franchisee shall be permitted to charge the Customer an additional fee for this service, provided the Franchisee notifies the Customer of this charge in advance.

7.12 Monitoring and Evaluation. The Franchisee shall have a program in place to monitor and evaluate the quality of Customer service and to determine overall Customer satisfaction with the Franchisee's services. The Franchisee shall work with the City to monitor and ensure that high levels of Customer service are demonstrated throughout the Franchise term as set forth in Section .

## **8. RATES; ADJUSTMENTS; BILLING.**



8.1 Service Rate and Schedule for Seniors. Franchisee shall provide the collection and disposal services required under this Franchise for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Section. Seniors (at least 65 years old) may elect to use the Mini or Micro garbage cans that result in a discount off the standard rate as reflected in Exhibit A. Notwithstanding any other provision of this Franchise, the Parties hereby agree that the Service Rate Schedule set forth in Exhibit A shall become effective no earlier than 45 days after notice of the change in rates has been given by the Franchisee to Residential Customers within the Franchise Area, and that prior to such date, Customers shall be charged the collection rates currently in effect as of the execution of this Franchise. The Franchisee will establish a “no charge” rate for Customers who leave their home for a minimum of 2 months and give give notification to the franchisee prior to their next scheduled pick up day.

8.2 CPI Adjustment.

8.2.1 Rate Increase. Except as provided at section 8.2.2 herein, commencing on \_\_\_\_\_ 2012, and on the same date every year thereafter (the “Adjustment Date”), the rates set forth in the Service Rate Schedule, as adjusted hereunder, shall be adjusted by eighty percent (80%) increase or decrease of the 1<sup>st</sup> half semi-annual percent change in the Consumer Price Index (“CPI”) for All Urban Consumers - for Seattle, Tacoma, Bremerton (1982-84 = 100) as published by the Bureau of Labor Statistics for the year preceding the rate adjustment. At least sixty (60) days prior to the Adjustment Date, Franchisee shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefore. No less than 45 days prior to implementation of any rate increase, Franchisee shall give notice of such rate adjustment to all Customers within the Franchise Area. Adjustments to the Franchisee’s collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

8.2.2 Dollar Cap. Notwithstanding the allowed CPI adjustment pursuant to Section 8.2.1 herein, the increase or decrease in rates resulting from the annual CPI rate adjustment for each service shall not exceed a maximum of five dollars (\$5.00) per month for each Customer account and twenty-five dollars (\$25.00) per month for each commercial account.

8.3 Disposal Fee Adjustments.

8.3.1 Disposal fee adjustments shall be made to Franchisee collection rates to reflect increases or decreases in Pierce County disposal fees for Solid Waste effective on the day of the effective disposal fee change in Pierce County. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted generally based on per service level Container size weights as specified in the Attachment A-1 to this Franchise.

8.3.2 Changes in Recyclables or Yard Debris Processing Sites and/or Processing Fees. The Franchisee assumes the risk for the processing and marketing of Recyclables and Yard debris under this Franchise. If the Franchisee is reasonably required by the City to use processing sites or serve markets other than those being used

at the initiation of this Franchise, the Franchisee may submit a proposal for a rate adjustment to reflect any additional costs or savings to the Franchisee due to a change in processing site location, market, or processing fee assessed by the respective processor. The City and Franchisee agree to negotiate in good faith any revisions to the underlying Recyclables or Yard Debris rates to account for these costs or savings caused by the change in Processing Sites, market, or applicable processing fees.

8.3.3 Other Modifications. The Franchisee shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level changes, or other changes affecting the collection system unless those changes are a result of new City-initiated programs or service levels. During any Franchise extension option period set forth in Section 8.1 above, and subject to continuation of Consumer Price Index adjustments provided in Section 8.2, the City shall be under no obligation to give consideration to other adverse cost changes other than changes in law or Fuel Cost Adjustments as set forth in Section 8.3.5 of this Franchise, during the option or extension period.

8.3.4 Change in Law. Changes in federal, state or local laws, taxes or regulations or a continuing Force Majeure event that results in a detrimental change in operating circumstances or a material hardship upon the Franchisee at any time in performing this Franchise may be the subject of a request by the Franchisee for a rate adjustment, subject to review and approval by the City, which approval shall not be unreasonably withheld. If, in considering changes in law, taxes or regulations, the City reasonably requires audit of the Franchisee's financial or other proprietary information in conducting its rate review, at the request of the Franchisee, the City may retain a third party acceptable to the Franchisee to review such information at the Franchisee's reasonable expense. The City shall take other steps appropriate to protect the confidential nature of the Franchisee's documents in preserving the Franchisee's ability to continue to provide competitive service in the marketplace.

8.3.5 Fuel Cost Adjustments. Franchisee shall also have the right at any time to request rate adjustments for significant increases in diesel fuel cost. At the execution of this Franchise, diesel fuel is averaging approximately \$4.00 per gallon. Increases of more than 6% to this amount may, at the Franchisee's election, be the source of a rate increase adjustment proposal to the City for a prospective 60-day period. To support its request, Franchisee shall provide documentation of its fuel costs over the current calendar month and shall also provide support from the Oil Price Information Service ("OPIS") from its most recent compiled Tacoma "Rack Rate Pricing" summary. Approval of rate increases for fuel costs shall not be unreasonably withheld by the City. At the end of 60 days, the rate adjustment shall lapse unless the Franchisee provides support from its most recent calendar month fuel price purchases and OPIS Tacoma data supporting a continuing need for price relief under the above criteria before the expiration of the 60-day interval for any fuel cost-based rate increase.

8.4 Billing and Customer Service. The Franchisee shall be responsible for all billing and customer service functions related to the collection services provided under this Franchise. All Single-Family Residential Customers shall be billed at least quarterly and Multi-family and Commercial Customers shall be billed bi-monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The Franchisee may bill Customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Franchisee may suspend or terminate service to accounts that become more than sixty days past due, following fifteen days' written notice to the Customer, and/or may place a lien upon the Customer's property, in accordance with applicable law. If such service is reactivated, Franchisee may charge a reactivation fee and/or may require a deposit from the Customer. City shall provide reasonable assistance in any collection efforts, as requested by Franchisee. The Franchisee shall provide the City with a report of all Residences where service has been terminated due to non-payment during the month the termination begins.

## **9. RECORDKEEPING; REPORTING; AUDIT; AUDIT EXPENSES.**

9.1 Reports. Franchisee shall make available to City for review monthly and annual reports regarding the number of Customers for each class and level of service.

9.2 Records. The Franchisee shall maintain in its local office full and complete operations, Customer, financial, billing and service records pertaining to the Franchise and all other such records as are necessary for the City to confirm the accurate payment of Franchise fees, without regard to by whom they are held. Such records shall be maintained for a period of six (6) years or as required by law, whichever is the greater.

## **10. DEFAULT; TERMINATION; LIQUIDATED DAMAGES; REMEDIES.**

10.1 Default. In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Franchise, the City and Franchisee shall meet and confer in good faith in accordance with Section 10.4 of this Franchise. If the Parties are unable to agree on the informal resolution or cure of the breach pursuant to Section 10.4 herein, the City shall have the right to terminate this Franchise if:

10.1.1 Following the ten-day meeting period above, the City shall have given written notice to Franchisee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Franchise on the part of Franchisee; and

10.1.2 Franchisee fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by City under Sections 7.11 and 10.3, and Franchisee thereafter fails to diligently continue to take reasonable steps to correct such default.

10.2 Termination. Upon the occurrence of a material breach, failure to cure, and the declaration of termination of this Franchise by the City as provided in Section 10.1.1, this

Franchise shall be of no further force and effect unless the City elects to terminate only a portion of the services set forth herein and maintain the remainder of the Franchise.

10.3 Liquidated Damages. The Franchisee may be subject to liquidated damages for the following acts or omissions if documented in an incident report presented by the City to the Franchisee. Liquidated damages shall not occur unless there are at least three citizen complaints regarding the action or omission as described in this Section. The Franchisee shall also have an opportunity to rectify the action or omission within 24 hours or one business day (whichever is greater). The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Franchisee's compliance with the Franchise. Site visitations must be made during normal business hours and are subject to the Franchisee's facility visitation policies. Liquidated damages may include, but are not limited to:

<b>Action or Omission</b>	<b>Liquidated Damages</b>
Collection before or after the times specified in Section 5.4, except as expressly permitted.	One hundred dollars (\$100) per incident (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, replacing lids, crossing planted areas, or similar violations.	Twenty-five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Fifty dollars (\$50) per incident.
Unremediated leakage from Franchisee vehicles or vehicle contents.	One hundred-fifty dollars (\$150) per vehicle, per inspection, plus clean up costs.
Failure to collect missed materials within two (2) business days after notification (excluding collections prevented by inclement weather). \$50.00 each incidence business day after notification.	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per truck per day on Single-Family Residential routes and no maximum for Multi-family and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One hundred-fifty dollars (\$150) per block segment if collection is performed the following day; five hundred dollars (\$500) if not collected by the following day.
Intentional collection as Garbage of Source-Separated Recyclables or Yard Debris in clearly identified Containers, bags or boxes.	One hundred dollars (\$100) per incident, up to a maximum of five hundred dollars (\$500) per truck, per day.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-five dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Garbage Customers within five (5) days (if Franchisee requires use of such Containers).	Fifty dollars (\$50) per Container per day.

Action or Omission	Liquidated Damages
Failure to deliver carts, Detachable Containers, or Drop-box Containers within five (5) days of request to Multi-family or Commercial Customers requesting service.	Fifty dollars (\$50) per Container per day.
Failure to deliver Recycling or Yard Debris Carts within ten (10) days of request to Single-Family Residence Customers requesting service	Twenty-five dollars (\$25) per Container per day.
Intentional misrepresentation by the Franchisee in records or reporting.	Five thousand dollars (\$5,000) per incident.
Failure to make required reports on time.	Two hundred and fifty dollars (\$250) per incident.
Failure to maintain clean and sanitary containers, vehicles, and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
Land filling or incineration of uncontaminated loads of Recyclables or Yard Debris without the express written permission of the City, Pierce County, and/or the Tacoma/Pierce County Health Department.	One thousand dollars (\$1,000) per vehicle, per incident, with no maximum.
Diversion of waste, recycle, and/or yard waste from Pierce county waste system	One thousand dollars (\$1,000) per vehicle, per incident, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Franchisee that shall be considered violations or breaches of the Franchise, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The liquidated damages schedule set forth in this Section shall not affect the City's ability to terminate this Franchise as described in Sections 10.1 and 10.2 herein.

Liquidated damages, if assessed during a given month, shall be invoiced by the City to the Franchisee. Liquidated damages may be levied only if documented in an incident report presented by the City to the Franchisee. Liquidated damages shall only be assessed after the Franchisee has been given an opportunity to rectify the deficiencies of which it has been notified and failed to do so. The Franchisee shall be notified and provided a copy of an incident report and shall be given 72 hours to respond to the incident report before liquidated damages are invoiced to Franchisee.

The Franchisee shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay liquidated damages shall be considered a breach of this Franchise.

Any assessment of liquidated damages may be appealed by the Franchisee to the City Administrator; provided, however, that the written notice of appeal is received by the City no later than 10 days after the date of the assessment. The Franchisee shall be allowed to present evidence as to why the fine should be lessened or eliminated. The decision of the City

Administrator or his designee shall be final. Reasonable judgment shall be exercised after exhausting remedies.

#### 10.4 Dispute Avoidance/Mediation.

10.4.1 Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into disputes. The Parties each commit to resolving disputes in an amicable, professional and expeditious manner. The Parties further agree that in the event a dispute arises, they will, as a condition precedent to taking legal action, attempt to resolve any such disputes through discussions between representatives of each Party as set forth in this Section 10.4.

10.4.2 Representatives. If a dispute cannot be resolved through discussions by each Party's representative, upon the request of either Party, each Party shall designate a senior representative ("Senior Representative"), and the Senior Representatives for the Parties shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the dispute. Prior to any meetings between the Senior Representatives, the Parties shall exchange relevant information to assist the Parties in resolving the dispute.

10.4.3 Mediation. If the Parties are unable to resolve a dispute under the procedures set forth in this Section 10.4, the Parties hereby agree that the matter shall be referred to mediation. Either Party may request mediation upon a determination by that Party that the Parties are unable to resolve the dispute pursuant to the procedures set forth in Section 10.4.2 herein. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a Party fails to notify the other Party of which mediator it has stricken within two (2) business days, the other Party shall have the option of selecting the mediator from those mediators remaining on the list. Unless the Parties agree otherwise, mediation shall commence in no case later than thirty (30) days after a mediator is selected. Any expenses incidental to mediation shall be borne equally by the Parties.

10.4.4 Intent. The obligations of this Section 10.4 are not intended and shall not be construed to prevent a Party from, assessing liquidated damages, issuing an order to cure an alleged non-material breach, or taking corrective action. The intent of the Parties is to require compliance with this Section 10.4 before either party may take legal action.

10.5 Remedies. The Parties have the right to seek any and all remedies available at law, in contract or in equity, singly or in combination, in the event of material breach, including without limitation the following:

10.5.1 Specific Performance. Each Party shall be entitled to specific performance of each and every obligation of the other Party under this Franchise without any requirement to prove or establish that such Party does not have an adequate remedy at law. The

Parties hereby waive the requirement of any such proof and acknowledge that either Party would not have an adequate remedy at law for the commission of a breach hereunder.

10.5.2 Injunction. Each Party shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of a breach and to obtain a judgment or order specifically prohibiting a violation or breach of this Franchise without, in either case, being required to prove or establish that such Party does not have an adequate remedy at law. The Parties hereby waive the requirement of any such proof and acknowledge that the other Party would not have an adequate remedy at law for the commission of a material breach hereunder.

10.5.3 Alternative Remedies. Except as otherwise provided herein, neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either Party to commence an action for equitable or other relief, and/or proceed against the other Party and any guarantor for all direct monetary damages, costs and expenses arising from a default and to recover all such damages, costs and expenses, including reasonable attorneys' fees.

10.5.4 Damages. Except as otherwise provided or limited herein, bring a legal action for damages commence an action at law for monetary damages or impose liquidated damages as set forth below or seek other equitable relief.

Remedies are cumulative; the exercise of one shall not foreclose the exercise of others. No provision of this Franchise shall be deemed to bar the City from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, state, or local law.

## **11. EMERGENCY SERVICES.**

In the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to perform the collection, transportation, and disposal requirements of this Franchise for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulates in the Franchise Area to such an extent, in such a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Franchisee, during the period of such emergency: (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to Franchisee; and/or (ii) to take possession of any or all of Franchisee's land, equipment and other property used by the Franchisee within the Franchise Area in the collection and transportation of Solid Waste and to use such property to collect and transport any Solid Waste generated within the Franchise Area which Franchisee would otherwise be obligated to collect and transport pursuant to this Franchise; provided that City shall not be entitled to take possession of any of Franchisee's land, equipment or other property to the extent that possession thereof by the City



would interfere with Franchisee's ability to conduct its operations in areas outside the Franchise Area. The City's right to so perform services otherwise required of Franchisee hereunder and to so take possession of such portion of Franchisee's land, equipment and other property shall continue only for the period of time during which Franchisee fails, refuses or is unable to collect, transport and dispose of Solid Waste which it is required by this Franchise to so collect, transport and dispose, and shall cease at such time as Franchisee is ready and able to perform its obligations hereunder. Whenever City's possession and operation of the Franchisee's equipment or property as provided in this Section as the result of an event Force Majeure as set forth in Section 15 herein, the City shall lease such equipment and property for a monthly rental fee equal to the market lease rate applicable to similar land, equipment and other property. The City shall incur all costs of operating such leased equipment, including debt service thereon and the payment of all casualty and liability insurance premiums therefore, and shall indemnify and hold harmless the Franchisee from and against any damage to such equipment or liability to any third person injured or damaged as a result of the City's use of such equipment or property.

## **12. INDEMNITY; INSURANCE.**

12.1 Franchisee Indemnity. The Franchisee shall indemnify and hold the City and its agents, employees, and/or officers, harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City to the extent arising out of, or in connection with, or incident to, the execution of this Franchise and/or the Franchisee's performance or failure to perform any aspect of this Franchise; provided, however, that if such claims are caused by or result from the concurrent negligence or willful misconduct of, breach of this Franchise by, or violation of any applicable laws, rules or regulations, the City its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence or conduct of the Franchisee and provided further, that nothing herein shall require the Franchisee to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence, willful misconduct, breach of this Agreement, or violation of any applicable laws, rules or regulations. The provisions of this Section shall survive the expiration or termination of this Franchise.

12.2 Insurance. The Franchisee shall procure and maintain, for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property that may arise from or in connection with the performance of the services provided pursuant to this Franchise by the Franchisee, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Franchisee.

12.3 Minimum Scope of Insurance. Franchisee shall obtain insurance that meets or exceeds the following of the types described below:

12.3.1 Automobile Liability: insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Franchisee's Automobile Liability insurance policy with respect to the work performed for the City.

12.3.2 Commercial General Liability: insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

12.3.3 Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

12.3.4 Franchisee's Pollution Liability: insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs and legal defense expenses applying to all work performed under this Franchise.

12.4 Minimum Amounts of Insurance. Franchisee shall maintain the following minimum insurance limits:

12.4.1 Automobile Liability: insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000 per accident.

12.4.2 Commercial General Liability: insurance shall be written with limits no less than \$3,000,000 each occurrence, \$2,000,000 general aggregate, and a \$1,000,000 products-completed operations aggregate limit. Additionally, no less than \$5,000,000 in umbrella coverage shall apply.

12.4.3 Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

12.4.4 Franchisee's Pollution Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs and legal defense expenses.

12.5 Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Franchisee for changes in coverage deductibles or self-insured retentions; or alternatively, require the Franchisee to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12.6 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Franchisee's Pollution Liability coverage:

12.6.1 The Franchisee's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance and shall not contribute with it.

12.6.2 Coverage shall state that the Franchisee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.6.3 The Franchisee's insurance shall be endorsed to state that coverage shall not be cancelled, except after notice has been delivered to the City in accordance with the policy provisions.

12.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

12.8 Verification of Coverage. Franchisee shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Franchisee before commencement of the work.

12.9 Subcontractors. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Franchisee.

12.10 ACORD Form. If an "ACORD" form of Certificate of Insurance is provided to the City pursuant to this Section 12, it must indicate that:

"SHOULD ANY OF THE ABOVE DESCRIBED  
POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, NOTICE SHALL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS."

### **13. DISPUTE RESOLUTION; ATTORNEYS' FEES.**

In the event of a dispute arising under this Franchise, the Parties shall continue performance of their respective obligations under this Franchise and shall attempt to resolve such dispute in a cooperative manner pursuant to Section 10.4 herein. In the event of any litigation to interpret or enforce the terms of this Franchise, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs from the losing Party, at trial and on appeal.

### **14. ASSIGNMENT/TRANSFER.**

Franchisee shall not assign its rights nor delegate or otherwise transfer its obligations under this Franchise to any other person or corporate entity without the prior written consent of the City, which consent shall not be unreasonably conditioned, delayed or withheld. An assignment or transfer of this Franchise or any rights thereunder shall require written commitment of the Franchisee and assignee/transferee, in substantially the form of the Transfer Agreement attached hereto as Exhibit "C", delivered to the City. Such Transfer Agreement shall require that transferee(s) shall thereafter be responsible for all obligations of Franchisee with respect to the Franchise and guaranteeing performance under the terms and conditions of the Franchise, and that transferees shall be bound by all the conditions of the Franchise and shall assume all the obligations of its predecessor. Such an assignment or transfer may relieve the Franchisee of any further obligations under the Franchise, including any obligations not fulfilled by Franchisee's Transferee; provided, however, that the transfer shall not in any respect relieve

the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the assignment or transfer. This Franchise may not be assigned or transferred without filing or establishing with the City the insurance certificates, security funds and performance bonds required pursuant to this Franchise and paying all Direct Costs to the City related to the assignment or transfer.

Notwithstanding the foregoing, notice to the City and consent shall not be required for a mortgage, hypothecation, or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness.

Notwithstanding the foregoing, Franchisee shall have the right, without seeking or obtaining approval or authority from the City, to assign or transfer this Franchise to any affiliate of Franchisee or its parent corporation.

**15. FORCE MAJEURE.**

Provided that the requirements of this Section 15 are met, Franchisee shall be excused from performance and shall not be liable for failure to perform under this Franchise if Franchisee's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Franchisee ("Force Majeure"). If as a result of a Force Majeure event, Franchisee is unable wholly or partially to meet its obligations under this Franchise, it shall give the City prompt written notice of the Force Majeure event, describing it in reasonable detail. The Franchisee's obligations under this Franchise shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

**16. INDEPENDENT CONTRACTOR.**

Franchisee is an independent contractor and shall not be deemed an employee of the City.

**17. CAPTIONS.**

Titles or captions of articles and sections contained in this Franchise are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Franchise or the intent of any its provisions.

**18. SEVERABILITY.**

If any of the provisions of this Franchise are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Franchise and shall not cause the remainder of this Franchise to be invalid or unenforceable, unless this Franchise

without the severed provision would frustrate a material purpose of either Party in entering into this Franchise.

**19. WAIVER.**

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Franchise on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

**20. COUNTERPARTS.**

This Franchise may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

**21. GOVERNING LAW; VENUE.**

This Franchise shall be governed by and construed in accordance with the laws of Washington. Venue for any action to enforce this Franchise shall be in Pierce County.

**22. AMENDMENT.**

This Franchise may be amended, altered, or modified only by a writing, specifying such amendment, alteration, or modification, executed by authorized representatives of both of the Parties hereto.

**23. COMPLETE FRANCHISE.**

This writing constitutes the full and complete Franchise and understanding between the Franchisee and the City. All previous agreements are hereby superseded.

**24. DISCRIMINATORY PRACTICES PROHIBITED.**

Throughout the term of this Franchise, Franchisee shall fully comply with all equal employment and nondiscrimination provisions of applicable law.

**25. NOTICE.**

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either, (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

**Franchisee's address:** D.M. Disposal Co., Inc.  
4622 70<sup>th</sup> Avenue East  
Fife, WA 98424  
Attention: District Manager

**With a copy to:** Waste Connections, Inc.  
~~2295 Iron Point Road, Suite 200~~  
~~Folsom, CA 95630~~  
Attention: Legal Department

Waterway Plaza Two  
10001 Woodloch Forest Dr.  
Suite 400  
The Woodlands, TX  
77380

**The City's Address:** City of Orting  
110 Train St. SE  
P.O. Box 489  
Orting, WA 98360

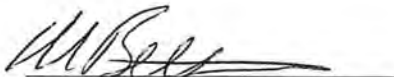
The City and Franchisee may designate such other address from time to time by giving written notice to the other, but notice cannot be required to more than two addresses, except by mutual agreement.

IN WITNESS WHEREOF, this Franchise is effective as of the latest date set forth below.

**CITY OF ORTING**

By: (X) Cheryl K. Temple  
Its: Mayor  
Date: 4/11/12

ATTEST:



**Disposal Company**

By: Robert A. Nielsen III  
Its: REGION VICE PRESIDENT  
Date: 4/24/12

ATTEST:



**EXHIBIT A**  
**SERVICE RATE SCHEDULE**

City of Orting  
 PO Box 489  
 Orting WA 98360

EXHIBIT - A

	Effective 3/1/12		Effective 7/1/12
	<u>Rates: Pre 3/1/12</u>	<u>Rates: DF Only</u>	<u>Rates: DF &amp; CPI</u>
<b>Can Service:</b>			
Micro Can	11.33	11.52	11.68 per month
Mini Can	14.98	15.32	15.54 per month
One can curb collection	18.00	18.47	18.73 per month
Each additional can curb collection	9.80	10.27	10.41 per month
Packout/Drive-in	8.67	8.67	8.80 per month
Occasional extra	5.02	5.13	5.20 per unit
Return trip	6.63	6.63	6.73 per trip
<b>Container Service:</b>			
1 yard once a week	78.76	81.33	82.48 per month
1 yard twice a week	152.68	157.82	160.04 per month
1-1/2 yard once a week	105.91	109.77	111.31 per month
1-1/2 yard twice a week	211.83	219.55	222.63 per month
2 yard once a week	137.38	142.21	144.21 per month
2 yard twice a week	269.49	279.15	283.07 per month
4 yard once a week	257.91	267.25	271.00 per month
4 yard twice a week	515.81	534.49	541.99 per month
4 yard three times a week	773.73	801.75	813.02 per month
6 yard once a week	368.37	381.14	386.50 per month
6 yard twice a week	736.72	762.26	772.98 per month
6 yard three times a week	1,105.10	1,143.41	1,159.49 per month
4 yard compactor once a week 5:1	1,075.98	1,123.47	1,139.12 per month
1 yard extra on regular route	18.64	19.23	19.50 per pickup
1-1/2 yard extra on regular route	24.92	25.81	26.17 per pickup
2 yard extra on regular route	32.17	33.28	33.75 per pickup
4 yard extra on regular route	60.26	62.42	63.30 per pickup
6 yard extra on regular route	86.00	88.95	90.20 per pickup
4 yard compactor on regular route 5:1	256.55	267.51	271.24 per pickup
Connect/Reconnect 4 yard compactor	10.64	10.64	10.79 per pickup
Yard Waste 90-gal toter	4.80	4.80	4.87 per month
Occasional extra yard waste	2.31	2.31	2.34 per unit
MF-Recycling	4.01	4.01	4.07 per month
Redeliver 90-gal toter	14.32	14.32	14.53 per delivery



**EXHIBIT B**  
**FORM OF ACCEPTANCE OF FRANCHISE**

ACCEPTANCE OF FRANCHISE  
AND  
PERFORMANCE GUARANTEE

Franchise issued pursuant to Ordinance No. 928 and accepted March 28,  
2012 :

I, ROBERT A. NIELSEN III, am the REGION VICE PRESIDENT, and  
(am the authorized representative to) accept the above-referenced Franchise on behalf of  
D.M. DISPOSAL COMPANY, INC. I certify that this Franchise and all terms and conditions  
thereof are accepted by D.M. DISPOSAL COMPANY, without qualification or reservation and  
that WASTE CONNECTIONS INC. unconditionally guarantee(s) performance of all such terms  
and conditions.

DATED this 24<sup>TH</sup> day of APRIL, 2012.

By:

Its:

Robert Nielsen III

REGION VICE PRESIDENT  
ROBERT A. NIELSEN, III

Tax Payer ID# \_\_\_\_\_

STATE OF \_\_\_\_\_

CITY OF \_\_\_\_\_

ss.

I certify that I know or have satisfactory evidence that Robert A. Nielsen is  
the person who appeared before me, and said person acknowledged that said person signed this  
instrument, on oath stated that said person was authorized to execute the instrument and  
acknowledged it (as the R.V.P. of Waste Connections, a  
Delaware corporation,) to be the free and voluntary act of such corporation/individual for  
the uses and purposes mentioned in the instrument.

Dated this 24<sup>th</sup> day of April, 2012



D. Michele McDonough  
(Signature of Notary)

D. Michele McDonough  
Print Name

Notary public in and for the state of  
Washington, residing at \_\_\_\_\_

My appointment expires August 15 2015

## EXHIBIT D

### City Facilities:

City Hall, 110 Train St. SE  
Public Safety Building: 401 Washington Ave SE  
Wastewater Treatment Plant – 902 Rocky Road NE  
Public Works office 601 Calistoga St. W.

### Special Events:

Daffodil Parade – April  
Lions Chicken Bar-be-cue – April  
River Clean up – May and September  
Kingsmen Car Show – June  
July 4<sup>th</sup> Fireworks show – Lions Field  
Saturday Market – Saturday's from June to Sept  
SummerFest – August  
Red Hat Days – October  
Pumpkin Festival - October



# D.M. DISPOSAL CO., INC.

POST OFFICE BOX 532  
PUYALLUP, WASHINGTON 98371  
(253) 414-0347

## Memorandum of Understanding

This Memorandum of Understanding, dated as of March 28, 2012 (this "MOU"), is entered into by and between the City of Orting ("City") and D. M. Disposal Co., Inc. ("Contractor")

WHEREAS, Contractor and City are currently negotiating that certain Collection Franchise, pursuant to which Contractor shall provide solid waste and recycling services in City (the "Franchise");

WHEREAS, Contractor and City recognize the importance of ongoing garbage and recycling collection for the health and livability of the community;

WHEREAS, City passed a mandatory garbage service ordinance OMC 5.2.1B;

WHEREAS, Contractor and City desire to enter into this MOU to provide a framework for the successful enforcement and maintenance of City's mandatory garbage service ordinance.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein, the parties hereto agree as follows:

To assist City with enforcement of its mandatory service ordinance OMC 5.2.1B; the following terms of understanding are outlined below.

**Term 1:** Effective upon the date first set forth above, Contractor agrees to provide one-time debt forgiveness to customers who have outstanding and unpaid balances owed to Contractor who also meet all of the following criteria:

- a. Are current residents in the City of Orting;
- b. Have had their residential garbage services suspended for non-payment by Contractor prior to December 31st, 2011;
- c. Are currently without service at their residence due to a remaining unpaid previous balance
- d. Agree to re-establish garbage service at their residence in City within 30 days of the debt forgiveness;
- e. Agree to maintain active service following the guidelines of City's mandatory service ordinance; and
- f. Are verified by the City as meeting sections A, D, and E in Term 1; provided that, such verification is not intended to, and shall not be construed as a, guarantee or warranty that the customer will comply with its mandatory service obligations.

**Term 2:** Assuming the parties finalize and execute the Franchise, effective March 28th, 2012, Contractor will provide a report every-other-month to City within 28 days of a residential subscriber closing their account due to non-payment. The report will be provided to City's City Administrator and Code Enforcement Manager for enforcement of City's mandatory service ordinance.



## D.M. DISPOSAL CO., INC.

POST OFFICE BOX 532  
PUYALLUP, WASHINGTON 98371  
(253) 414-0347

Term 1 will become effective upon a mutually agreed-upon date following the finalization and execution of the Franchise.

Term 2 will become effective upon a mutually agreed-upon date following the finalization and execution of the Franchise and will remain in effect until terminated by written notice from one party to the other.

By [Signature]  
Mark Bethune, City Administrator, City of Orting

Date 4/11/12

By [Signature]  
Keith Kovalenko, District Manager, D. M. Disposal Co., Inc.

Date 4/16/12



*File*  
**D.M. DISPOSAL CO., INC.**

POST OFFICE BOX 532  
PUYALLUP, WASHINGTON 98371  
(253) 414-0347

**ORIGINAL**

December 1, 2017

City of Orting  
Mark Bethune, City Administrator  
110 Train St. SE  
Orting, WA 98360

Re: Contract between D.M. Disposal Company and the City of Orting

Dear Mr. Bethune:

We have been notified that on March 1, 2018 the landfill rate in Pierce County will increase from \$153.48 per ton to \$157.38 per ton. It is our understanding that the full Pierce County Council has reviewed and approved the increase.

Section 8.2.1 of the contract provides for an annual CPI adjustment equal to 80% of the change in the 1<sup>st</sup> half semi-annual percentage change in the Consumer Price Index for All Urban Consumers, U.S. Department of Labor, U.S. City Average. Eighty percent of the CPI change for this period is 2.38%.

Attached is the exhibit, which reflects the dump fee and CPI increase by type of service.

We appreciate the opportunity to provide you comprehensive waste collection, disposal and recycling services. If I can answer any questions, please contact me by telephone at (253) 896-3293 or by email at [MarkGi@wasteconnections.com](mailto:MarkGi@wasteconnections.com).

Sincerely,  
D.M. Disposal Company

Mark Gingrich  
District Manager

cc: Ryan Guild, D.M. Disposal Company  
Patrick Sayan, D.M. Disposal Company  
Ed Tedtaotao, D.M. Disposal Company  
Adam Balogh, D.M. Disposal Company

City of Orting  
PO Box 489  
Orting WA 98360

EXHIBIT - A - 3/1/2018

<b>Can Service:</b>	<b>3/1/2018</b>
Micro Can - 10gallon Cart	13.87
Mini Can - 20gallon Cart	18.79
One Can - 32gallon Cart	23.01
Two Can - 64gallon Cart	36.16
Three Can - 96gallon Cart	49.23
Packout/Drive-in	9.70
Occasional extra	6.17
Return trip	7.42
<b>Container Service:</b>	
1 yard once a week	101.05
1 yard twice a week	194.52
1.5 yard once a week	137.94
1.5 yard twice a week	272.78
2 yard once a week	178.00
2 yard twice a week	350.10
2 yard three times a week	528.09
4 yard once a week	335.59
4 yard twice a week	671.16
4 yard three times a week	995.57
6 yard once a week	476.42
6 yard twice a week	952.83
6 yard three times a week	1,429.26
6 yard Five times a week	2,335.21
4 yard compactor once a week 5:1	1,425.65
1 yard extra on regular route	23.84
1.5 yard extra on regular route	32.00
2 yard extra on regular route	41.58
4 yard extra on regular route	78.28
6 yard extra on regular route	111.05
4 yard compactor extra regular route 5:1	329.56
Bulky extra on route	14.28
Connect/Reconnect	11.79
Yard Waste 90-gal toter	5.36
Occasional extra yard waste	2.57
MF-Recycling	4.48
Redeliver Cart	16.01
Additional Recycling Cart	6.83
Restart Fee	26.05

# THE NEWS TRIBUNE

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NORTHWEST  
GUARDIAN

**Customer**  
CITY OF ORTING

**Payor Customer**  
CITY OF ORTING

**DM Disposal Rate Increase**  
NOTICE IS HEREBY GIVEN that DM Disposal Co., Inc. will have a rate increase effective March 1, 2016. For more information contact DM Disposal at 253-414-0347.  
DATED this 31st day of December, 2015, Rachel Pitzel, City Clerk

**Customer Account**  
257635

**Payor Account**  
257635

**Customer Address**  
PO BOX 489, ,  
ORTING WA 98360-0489 USA

**Payor Address**  
PO BOX 489, ,  
ORTING WA 98360-0489 USA

**Customer Phone**  
360-893-2221

**Payor Phone**  
360-893-2221

**Sales Rep.**  
crochefort@thenewstribune.com

**Order Taker**  
crochefort@thenewstribune.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>
DM Disp Rate Increase		

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
1	0	0

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>
\$50.10	\$0.00	\$50.10

<u>Payment Amt</u>	<u>Amount Due</u>
\$0.00	\$50.10

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>
0002190235-01	1.0 X 7 Li	<NONE>

<u>Product Information</u>	<u># Inserts</u>	<u>Cost</u>
<u>Placement/Classification</u>		

Position  
Run Dates  
Run Schedule Invoice Text

TAC-NT-News Tribune:Print:	1	\$37.03
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0300 - Legals Classified  
0301-Legals & Public Notices  
1/1/2016

DM Disposal Rate Increase NOTICE IS HEREBY GIVEN that DM Dis

TAC-upsell.thenewstribune.com:Online:	1	\$13.07
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0300 - Legals Classified  
0301-Legals & Public Notices  
1/1/2016

DM Disposal Rate Increase NOTICE IS HEREBY GIVEN that DM Dis



**Rachel Pitzel**

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**From:** Rachel Pitzel  
**Sent:** Thursday, December 31, 2015 8:18 AM  
**To:** 'legals@thenewstribune.com'  
**Subject:** Legal Publication - Public Notification- DM Disposal Rate Increase

Happy New Year!! Please publish in the next edition of the paper ☺

**City of Orting**  
**Public Notification**

### **DM Disposal Rate Increase**

**NOTICE IS HEREBY GIVEN** that DM Disposal Co., Inc. will have a rate increase effective March 1, 2016. For more information contact DM Disposal at 253-414-0347.

DATED this 31st day of December, 2015, Rachel Pitzel, City Clerk

Thank you and have a great day!

**Rachel Pitzel, CMC – City Clerk**

City of Orting | PO Box 489 | Orting, WA 98360

☎ T: (360) 893.2219 Ext. 133 | F: (360) 893.6809

[www.cityoforting.org](http://www.cityoforting.org)

*NOTICE OF PUBLIC DISCLOSURE: This e-mail is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.*

## Rachel Pitzel

---

**From:** Obits, Tac <obitlegalads+canned.response@thenewstribune.com>  
**Sent:** Thursday, December 31, 2015 8:18 AM  
**To:** Rachel Pitzel  
**Subject:** Re: Legal Publication - Public Notification- DM Disposal Rate Increase

**This is an automated response from the News Tribune, Tacoma, Washington email system to inform you that your email has been received by our server.**

All notices submitted for publication are confirmed directly either by telephone or email. Charges and payments must be approved and authorized prior to publication of all notices. Notices will not be published without authorization.

Our normal office hours are 8am – 4pm Monday through Friday. If you have not been contacted with a quote and/or a request for payment by 2:30 p.m. or prior to the deadline during normal office hours, please contact our office at (253) 597-8605.

Herald obituaries and News Tribune obituaries to run Saturday, Sunday, or Monday deadline at 3pm the prior Friday. Peninsula Gateway obituary notices deadline at noon on Monday.

News Tribune legal notices deadline at noon the day prior to publication. News Tribune legal notices for Sunday or Monday deadline at 2pm the prior Friday.

Herald and Gateway legal notices deadline at noon on Monday.

Notices received after the deadline will be set up for the next available edition.

### **Obituaries and Legals**

**The News Tribune The Puyallup Herald The Peninsula Gateway**

**[obitlegalads@thenewstribune.com](mailto:obitlegalads@thenewstribune.com)**

1950 S State Street | Tacoma WA 98405

**[www.thenewstribune.com](http://www.thenewstribune.com)**

Office: 253-597-8605 | Fax: 253-597-8473

## Rachel Pitzel

---

**From:** TAC-Rochefort, Colleen <colleen.rochefort@thenewstribune.com>  
**Sent:** Thursday, December 31, 2015 10:53 AM  
**To:** Rachel Pitzel  
**Subject:** LEGAL 2190235  
**Attachments:** OrderConf.pdf

Here is your notice set for Jan. 1 in The News Tribune, cost is \$50.10, does not include an affidavit, thank you, Colleen  
253-597-8605

## Rachel Pitzel

---

**From:** Rachel Pitzel  
**Sent:** Monday, August 31, 2015 9:39 AM  
**To:** 'legals@thenewstribune.com'  
**Subject:** Legal Publication- Public Notification, DM Disposal Rate Increase

Please publish in the next edition of the paper. ☺

**City of Orting**  
**Public Notification**  
**DM Disposal Rate Increase**

**NOTICE IS HEREBY GIVEN** that DM Disposal Co., Inc. will have a rate increase for service effective November 1, 2015. For more information contact DM Disposal at 253-414-0347.

DATED this 31st day of August, 2015.

Rachel Pitzel  
City Clerk

Thank you and have a great day!



**Rachel Pitzel – City Clerk, CMC**  
City of Orting | PO Box 489 | Orting, WA 98360  
T: (360)893-2219 Ext. 133 | F: (360)893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

*NOTICE OF PUBLIC DISCLOSURE: This e-mail is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.*



CITY OF ORTING

110 TRAIN ST SE, PO BOX 489, ORTING WA 98360  
Phone: (360) 893-2219 FAX: (360) 893-6809  
www.cityoforting.org

July 9, 2015

COPY

D.M. Disposal Co., Inc.  
Attn: Mark Gingrich  
4622 70<sup>th</sup> Avenue East  
Fife, WA 98424

RE: First Amendment to Franchise Agreement between the City of Orting and D.M. Disposal Co., Inc.

Dear Mr. Gingrich:

Enclosed you will find two originals of the above *First Amend.* MOU that has been executed by the City of Orting and now requires signature from D.M. Disposal Co., Inc.

Please send one original to me at Orting City Hall, PO Box 489, Orting, WA 98360 and keep one signed original for your records.

Should you have any questions concerning the matter, please feel free to give me a call at (360)893-2219.

Sincerely,

Rachel Pitzel  
City Clerk

Enclosures



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Legislative Priorities 2024.	<b>AB23-92</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>8.29.2023</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Scott Larson</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>				
<b>SUMMARY STATEMENT:</b>				
<p>Attached are the 2023 state legislative priorities. Staff have identified priorities around public safety and public works that the respective committees are reviewing and have no specific priorities for CGA. Priorities for this committee could include housing policies and public records policies.</p>				
<b>RECOMMENDED ACTION:</b> Discussion and identify any further policy development specific to CGA.				
<b>FUTURE MOTION:</b> None				



## City of Orting Legislative Priorities 2023

### 1. **Transportation priorities:**

- a. As the population expands further into East and South Pierce County transportation funding for this region should be a top legislative priority as it will allow increased economic and tourist activity. Specifically, the City supports Hwy 410/Hwy 162 interchange and corridor improvements that increase safety and reduce the time it takes citizens to commute to work.
- b. The City received \$6 million from the state legislator in 2020. Since then construction costs have escalated substantially and the would like additional funds to address inflationary costs move the project to completion.

### **Broader AWC Supported items that benefit the City of Orting**

2. **Address vehicle pursuits for public safety testing:** Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances. This is essential to allow for effective and safe pursuit of suspects when there is an immediate threat to public safety. Cities will continue to support safety standards and training for officers who engage in vehicle pursuits.
3. **Respond to the Blake Decision:** Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately. Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.
4. **Ensure basic infrastructure funding:** Fully fund the Public Works Assistance Account (PWAA), allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further fund transfers or diversions to other infrastructure programs or non-infrastructure accounts. Expand state funding opportunities to assist with maintenance and operations of local infrastructure.
5. **Increase housing availability & affordability:** Support a proactive approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability. Cities need resources to encourage development of housing at all income levels—especially for our lowest-income residents.
6. **Provide behavioral health resources:** Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement for responding to situations that involve individuals suffering from behavioral health issues.





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  2024 Community Grants.	<b>AB22-88</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Administrative		
	<b>Date Submitted:</b>	<b>8.31.2023</b>		
<b>Cost of Item:</b>				
<b>Amount Budgeted:</b>		2023 Budget TBD		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		TBD		
<b>Timeline:</b>		None		
<b>Submitted By:</b>		Kim Agfalvi		
<b>Fiscal Note:</b>				
<b>Attachments:</b> 2023 Grant Requests Worksheet				
<b>SUMMARY STATEMENT:</b>				
<p>Staff have reviewed 2024 grant submissions and the council’s grant policy. The attached grant requests worksheet outlines staff recommendations for this program. Staff recommendations are based on the grant policy.</p> <p>As of the August 21, 2023 grant submission deadline the City received grant requests from the following:</p> <p>Angel One Foundation Orting Rock Festival Orting Chamber of Commerce Recovery Café of Orting Valley*</p> <p>*Requesting an in-kind grant.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to study session on September 20 <sup>th</sup> , 2023 for Council consideration.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD.				

2024 Grant Requests	2023 Grant Awarded	2022 Revenue	2024 request		Policy Recommendation^
Angel One Foundation	\$0.00	\$123,072.63	\$9,750.00	Year 1	\$9,750.00
Orting Chamber of Commerce	\$3,000.00	\$6,244.00	\$3,000.00	Year 3 - 15% of revenue	\$936.60
Orting Rock Festival	\$0.00	\$6,000.00	\$3,000.00	Year 1	\$3,000.00
Recovery Café of Orting Valley	\$0.00	\$1,086,420.83	*See footnote	TBD	\$0.00
	\$3,000.00	\$1,221,737.46	\$15,750.00		\$13,686.60
* Maximum grant amount based on approved grant policy					
^This recommendation is based on the Mayor's Draft Budget					
			*Recovery Café of Orting Valley is requesting use of the old City Hall building located at 110 Train St S. in the year 2024 without paying a rental fee. The current agreement is for \$2,000 per month or \$24,000 per year. Staff are recommending that an in-kind grant be capped at the \$10,000 policy limit that other requests are subject to.		



## CITY OF ORTING

### Grant Policy

**Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.**

#### **Section I. Baseline Criteria for receiving grant funding.**

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose, and organizations that benefit vulnerable and needy populations are given priority. Grant requests are considered on an annual basis and receiving a grant is not guaranteed year to year. Grant requests are dependent on limited city funds and the council reserves the right to allocate funds as it deems appropriate.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c) (3), or non-profit status, and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups

are assumed to meet these criteria, including groups that serve senior citizens age 65 and older; people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

## **Section II. Process for seeking Grant:**

1. All groups seeking grants from the City of Orting must submit a formal request in writing by August 21st of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
  - A. Grant Application;
  - B. Previous year's financial statement;
  - C. Current year's budget documents;
  - D. Signed Contract Agreement
  - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  - F. Proof of liability insurance.
2. Grant seekers must submit one electronic copy and one original copy of their application and a cover letter and any attachments to the City Clerk or designee by August 21<sup>st</sup>. The copies of these materials will be reviewed by the Community and Government Affairs Committee in September, who will bring their recommendation to the full Council at a study session in September. Those recommendations will be discussed during budget workshops. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution during budget season.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.
6. Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein.

Failure to report shall compromise the grant recipient’s ability to receive future grant funding.

**Section III. Funding Levels.**

The intent of the Council with setting funding thresholds is to encourage organizations to fundraise. The City does not typically want to be a long-term major grantor of any particular organization, and believes that fundraising is the primary purpose of a non-profit board. All current grant recipients will be reset to year one of the table below. The following table lays out the Council’s intended funding structure.

<u>Year</u>	<u>Maximum Percent of Recipient’s Prior Year’s Revenue, or Maximum Funding Amount</u>
1 <sup>st</sup>	At Council’s Discretion or \$10,000
2 <sup>nd</sup>	20% or \$8,000
3 <sup>rd</sup>	15% or \$6,000
4 <sup>th</sup>	10% or \$4,000
5 <sup>th</sup>	5% or \$2,000
6+	No more than 5% of recipient’s prior year’s revenue or \$2,000

**Section IV. Grants of Facilities**

Grant requests may request in their application use of a city facility without cost for a purpose that is the same as the stated mission of the grantor’s organization. Fundraising at City facilities is not permitted unless the grantee has paid a rental fee for the city facility.

**Section V. Insurance & Indemnity Requirements for City Grant.**

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, 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 Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of

insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.



Angel One Foundation  
DBA Angel One Thrift & Boutique  
17404 Meridian E. STE.# F254  
Puyallup, WA 98375

August 18, 2023

City Clerk  
104 Bridge St. S.  
P.O. Box 489  
Orting, WA 98360

Attention City Clerk,

Angel One Thrift & Boutique is a 501©3 non-profit organization with tax id# 87-0737560 and seeks to receive a grant from the City of Orting in the amount of \$9750.00.

Your grant would be used toward seven- and one-half months' rent at our storefront in Orting. With your help we would be able to provide more with greater impact in the lives of children, teens, families, and veterans we serve in the community. Please find the attached application and supporting documents as requested with this letter.

Thank you so much for taking the time to review the Angel One Thrift & Boutique documents and investing in the future of the Orting residents.

Sincerely,  
Josette Larson  
Manager  
253-377-9521  
angelonefoundation@gmail.com





# Grant Application-2024

City of Orting - Office of the City Clerk  
PO Box 489 - 104 Bridge St S. Orting, WA 98360  
Phone: (360) 893-9008 - Fax: (360) 893-6809  
www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: Angel One Foundation DBA Angel One Thrift & Boutique UBI #: 602453999

Contact Person's Name and Title: Josette Larson, Manager Angel One Thrift & Boutique

Mailing Address: 17404 Meridian East, suite F#254 Puyallup, WA 98375

Phone: 253-377-9521 Email Address: angelonefoundation@gmail.com

Amount Requested: \$ 9750.00

How the grant will be used (This information can be provided in a letter, attached to this application):

See attached letter

Who does the grant serve (This information can be provided in a letter, attached to this application):

see in attached letter

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

N/A

**All groups seeking grants from the City of Orting must:**

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 21st, 2023 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Signature of Authorized Representative of Applicant

Date

8/18/23

Please return completed form and any additional information to:

City of Orting - Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360. For more information, please call (360) 893-9008.

City of Orting



Angel One Thrift & Boutique  
17404 Meridian East, Suite F#254  
Puyallup, WA 98375

City of Orting  
Office of the City Clerk  
PO Box 489 - 104 Bridge Street S  
Orting, WA 98360

August 18, 2023

Attention City Clerk:

How the grant will be used:

Angel One Foundation, DBA: Angel One Thrift & Boutique would use the grant funds to pay our monthly storefront rent at The Angel One Thrift & Boutique. The store is located at 216 Washington Ave S Orting, WA 98360. The funds we are asking for would cover 7 and 1/2 months of rent at \$1300.00 a month.

Who does the grant serve:

The grant would serve the community of Orting. Angel One Thrift & Boutique provides the community of Orting with free back to school backpacks and school supplies. We partner and help other non-profits like the Recovery Café Orting Valley by offering vouchers for school clothes for teens at no cost. We've also had the opportunity to serve our local veterans of the Washington State Soldiers Home with clothing, as needs arise. We have been able to provide clothing, housewares, toys, and essential items for more than one family who had lost everything due to a fire. Another family had lost their mother to cancer leaving the father to care for three small children. Angel One Thrift & Boutique had the privilege to help fulfill their clothing needs. These are a few examples of how Angel One Thrift & Boutique has been able to serve the city of Orting, and its residents.

Our mission is to Rescue, Raise and Restore our communities in Pierce County and to give hope.

Best Regards,  
Josette Larson  
Angel One Thrift & Boutique



Angel One Thrift & Boutique  
17404 Meridian East, Suite F#254  
Puyallup, WA 98375

City of Orting  
Office of the City Clerk  
PO Box 489 - 104 Bridge Street S  
Orting, WA 98360

August 18, 2023

Attention City Clerk:

Angel One Thrift & Boutique opened its doors on February 1<sup>st</sup>, 2023, and does not have a previous year's annual financial statement. We have included this year's current budget. If you would like further documentation, please let us know how we can further assist you.

Thank you for your consideration.

Best Regards,  
Josette Larson  
Angel One Thrift & Boutique

Angel One Thrift & Boutiques  
Proposed Current Year's Budget 2023

Storefront Monthly Rent	\$1300.00
Business Insurance for one year	\$1521.00
Administrative for one year (2 Employee's)	\$74,700.00
Thriftcart (POS) System	\$1800.00
QuickBooks	\$1320.00
Internet	\$1379.28
Alarm Company	\$656.40
Electricity	\$1663.00
Water/Sewer	\$1532.00
Gas	\$1052.00
Trash	\$780.00
Storage	\$4506.00
Total	\$92,209.68

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UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF INCORPORATION**

to

**ANGEL ONE FOUNDATION**

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 12/14/2004

UBI Number: 602-453-999

APPID: 195305



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in blue ink that reads "Sam Reed".

Sam Reed, Secretary of State



COMMON POLICY DECLARATIONS

POLICY NUMBER: 2AA368540

RENEWAL OF POLICY: 2AA350363

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)
SHALOM CHURCH DBA: ANGEL ONE FOUNDATION
17404 MERIDIAN E, UNIT F 254
PUYALLUP, WA 98375

Policy Period: From 09/01/2022 to 09/01/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: NON PROFIT - FOOD BANK AND CLOTHING BANK

FORM OF BUSINESS

- Individual Partnership Joint Venture Trust Corporation
Limited Liability Company Other Organization: NOT FOR PROFIT ORGANIZATION

Audit Period: Annual unless otherwise stated:

FTZ Code:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Table with 2 columns: Coverage Part and Premium. Rows include Commercial Property Coverage Part (\$250.00), Commercial General Liability Coverage Part (\$750.00), Commercial Inland Marine Coverage Part (Not Covered), Commercial Ocean Marine Coverage Part (Not Covered), Commercial Professional Liability Coverage Part (Not Covered), Commercial Automobile Liability Coverage Part (Not Covered), Liquor Liability Coverage Part (Not Covered), Crime Coverage Part (Not Covered), Other Coverages: Terrorism - Certified Acts (Excluded), Premium Total (\$1,000.00), Other Charges: Taxes and Fees - See MDIL 1002 (\$225.20), GRAND TOTAL (\$1,225.20)

THIS CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE INSURANCE CODE OF THE STATE OF WASHINGTON, TITLE 48 RCW. IT IS NOT PROTECTED BY ANY WASHINGTON STATE GUARANTY ASSOCIATION LAW.

SIGNATURE OF SURPLUS LINES BROKER

<b>Producer Number, Name and Mailing Address</b>	
210760	State Surplus Lines License #
RT Specialty, LLC	Inspection Ordered: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
11811 North Tatum Boulevard Suite 4010	Program Code:
Phoenix, AZ 85028	

<b>Endorsements</b>	
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:	
SEE FORMS SCHEDULE - MDIL 1001	

**These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.**

Countersigned: 09/07/2022  
Date

BY: 



## Angel One Yearly Financial Statement 2022

### Accounts

#### Revenues

General Fund	115,877.63
Food Bank	100.00
Missions	1,600.00
Giving Tree Event	3,550.00
Thanksgiving	1,945.00
<b>Total Revenues</b>	<b>\$123,072.63</b>

#### Expenses

Food	1,360.08
Food Bank	7,704.05
Meetings	340.91
Vehicle Insurance	2,319.89
Business Insurance	1,032.34
Service Fees	2,959.42
Office Supplies	5,813.74
Payroll/Payroll Taxes	29,146.34
Vehicle Expenses	55,426.24
Fuel	1,058.70
Storage	1,526.00
Gifts	988.92
Travel	1,175.40
Benevolent	3,549.02
Missions	5,515.00
Giving Tree	3,807.22
Auction	261.34
Postage	42.40
Medical	94.00
Advertising	587.99
<b>Total Expenses</b>	<b>\$124,709.00</b>





# Grant Application-2024

City of Orting - Office of the City Clerk  
PO Box 489 - 104 Bridge St S. Orting, WA 98360  
Phone: (360) 893-9008 - Fax: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

FOR CITY CLERK USE ONLY:

Name of Organization: Orting Chamber of Commerce UBI #: 601591604

Contact Person's Name and Title: Steven Rodrigues

Mailing Address: P.O. Box 1418 Orting, WA 98360

Phone: 253-254-4984 Email Address: acctreasbill@gmail.com

Amount Requested: \$ 3,000

How the grant will be used (This information can be provided in a letter, attached to this application):

see attached

Who does the grant serve (This information can be provided in a letter, attached to this application):

\_\_\_\_\_

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

\_\_\_\_\_

**All groups seeking grants from the City of Orting must:**

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 21st, 2023 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Steven Rodrigues

Signature of Authorized Representative of Applicant

8/14/2023  
Date

Please return completed form and any additional information to:  
City of Orting - Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360. For more information, please call (360) 893-9008.



## Grant Application - 2024

City of Orting  
Office of the City Clerk  
PO Box 489  
Orting, WA 98360

Orting Chamber of Commerce

Steve Rodrigues – Treasurer

PO Box 1418  
Orting, WA 98360

253-254-4984  
[OCCTREASBILL@GMAIL.COM](mailto:OCCTREASBILL@GMAIL.COM)

\$3,000 request

How the grant will be used?

The Orting Chamber of Commerce is the biggest sponsor of the Orting Daffodil Festival and the Orting Community Float. This grant money would go to the purchase of daffodils for the float, and decorations that will be needed. The price of flowers has increased over the last few years and was \$180 per thousand for 2023, but unknown for 2024. The Orting Float usually has from 12, 000 to 15,000 daffodils.

Who does the grant serve?

The parade brings approximately 5,000 people to this event, which in turn supports our local businesses. The money earned by the event contributes to college scholarships given to local Orting High School graduates. The float also gives the runners-up in the daffodil princess contest the opportunity to ride on the float acknowledging all their hard work for making the daffodil festival a success. It also gives recognition to the Orting Community, which is the main reason for the event.

What city facilities will you be requesting for usage with this grant?

The city currently leases a building to the Orting Chamber of Commerce to house the float. Any other city facilities needed for the day of the festival are paid for through other funds from the Orting Chamber of Commerce not through the funds received for the float.

PORTING DAFFODIL FLOAT FINANCIAL REPORT

2023

		Expenses
Beginning Balance	\$ 2,386.26	
Donations	\$ 6,244.00	Includes City Grant (\$3,000), Chocolate Stroll (\$2,838) and miscellaneous donations
Flowers	\$ 2,160.00	12,000 daffodils
Decorations	\$ 2,157.01	
Float Insurance	\$ 146.00	
Float Registration	\$ 105.50	
Chocolate Stroll Expense to City	\$ 200.00	
Chocolate Stroll - other	\$ 146.00	
Building Rent (float barn)	\$ 1.00	
Misc. needed for the float/barn	\$ 138.01	
Ending Balance	\$ 3,576.74	

ORTING DAFFODIL BUDGET FOR 2023

	Income	Expenses	Actual so far in 2023	
Beginning Balance	\$ 3,576.74			
Donation Chocolate Stroll	\$ 4,000.00		\$ 4,750.00	+ 750
Donation City Grant	\$ 3,000.00		\$ 3,000.00	
Donations - Individuals	\$ 3,000.00		\$ 3,378.94	+ 378.94
Flowers		\$ 3,000.00	\$ 2,700.00	+ 300
Float Decorations		\$ 2,000.00	\$ 3,330.28	-1,330.28
Building Insurance		\$ 600.00	\$ 556.45	+ 43.55
Rent		\$ 1.00	\$ 1.00	
Float Registration		\$ 150.00	\$ 116.25	+ 33.75
Float Insurance		\$ 240.00	\$ 139.00	Still pending
Maint float/barn		\$ 1,200.00	\$ 252.13	Still pending
Dry Cleaning - float dresses		\$ 150.00	\$ 350.00	-200
Chocolate Stroll - to City		\$ 250.00	\$ 200.00	+ 50
Chocolate Stroll supplies		\$ 150.00	\$ 250.30	-100.30

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 25 2007**

PORTING CHAMBER OF COMMERCE  
PC BOX 1418 214 WASHINGTON AVE S  
PORTING, WA 98360-1418

Employer Identification Number:  
20-8140176  
DLN:  
17053053005037  
Contact Person:  
PAULA J MOLL-MALONE ID# 31262  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
December 29, 2006  
Contribution Deductibility:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Information for Organizations Exempt Under Sections Other Than 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)

Letter 948 (DO/CG)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2023

**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  VIRGIL MCLAGAN COMPANY PO BOX 7950 BONNEY LAKE, WA 98391	CONTACT NAME <b>BRANDI HEINZMANN</b>	FAX (A/C, No): <b>253-862-3265</b>	
	PHONE (A/C, No, Ext): <b>253-862-3610</b>	E-MAIL ADDRESS: <b>brandi@mclaganins.com</b>	
INSURED  ORTING CHAMBER OF COMMERCE PO BOX 1418, ORTING, WA 98360	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>PROGRESSIVE</b>		<b>16322</b>
	INSURER B: <b>MOUNT VERNON FIRE INSURANCE</b>		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**                      **CERTIFICATE NUMBER: 105097**                      **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 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
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		NBP-2555072	01/08/2023	01/08/2024	EACH OCCURRENCE \$ 1,000,000 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 \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			00586348	04/05/2022	04/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

CITY OF ORTING  
110 TRAIN ST SE  
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

*Brandi Heinzmann*



# Grant Application-2024

City of Orting - Office of the City Clerk  
PO Box 489 - 104 Bridge St S. Orting, WA 98360  
Phone: (360) 893-9008 - Fax: (360) 893-6809  
www.cityoforting.org

FOR CITY CLERK USE ONLY:

Name of Organization: Orting Rock Festival Association UBI #: 604216351

Contact Person's Name and Title: Chris Hopfaw GM/Treasurer

Mailing Address: P.O. Box 1702 Orting WA 98360

Phone: 253-820-3184 Email Address: bugleboyhop@gmail.com

Amount Requested: \$ 3,000.00

How the grant will be used (This information can be provided in a letter, attached to this application):

The requested amount will be used as start-up money to purchase insurance and to reserve/rent the stage. Sponsorship for said stage is generated through fund-raising after local businesses have recovered from donating to the Daffodile + Chocolate stroll events.

Who does the grant serve (This information can be provided in a letter, attached to this application):

Our charities are the Orting Food Bank + The Haven

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

We require the use of the entire City Park

### All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 21st, 2023 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Christopher A Hopfaw

Signature of Authorized Representative of Applicant

8 / 8 / 23

Date

Please return completed form and any additional information to:

City of Orting - Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360. For more information, please call (360) 893-9008.

# RockFest 2023

# EXPENSES

<b>TOTAL EXPENSES</b>			<b>Estimated</b>	<b>Actual</b>
			\$8,165.00	\$8,165.00

Site	Estimated	Actual
Park Fee	\$300.00	\$300.00
Stage Rental	\$2,500.00	\$2,500.00
<b>Total</b>	<b>\$2,800.00</b>	<b>\$2,800.00</b>

Refreshments	Estimated	Actual
Food		
Drinks	\$0.00	\$0.00
	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

Decorations	Estimated	Actual
Flags/Bunting	\$75.00	\$75.00
Signs	\$100.00	\$100.00
Lighting	\$25.00	\$25.00
<b>Total</b>	<b>\$200.00</b>	<b>\$200.00</b>

Program	Estimated	Actual
Performers	\$2,400.00	\$2,400.00
Speaker Towers	\$60.00	\$60.00
Sound Crew	\$700.00	\$700.00
Insurance	\$535.00	\$535.00
Other		
<b>Total</b>	<b>\$3,695.00</b>	<b>\$3,695.00</b>

Publicity	Estimated	Actual
Graphics work	\$100.00	\$100.00
Photocopying/Printing	\$40.00	\$36.00
<b>Total</b>	<b>\$140.00</b>	<b>\$136.00</b>

Prizes	Estimated	Actual
Raffle Items	\$500.00	\$500.00
Gifts	\$0.00	
<b>Total</b>	<b>\$500.00</b>	<b>\$500.00</b>

Miscellaneous	Estimated	Actual
Shirts	\$500.00	\$500.00
Heat Transfers	\$150.00	\$150.00
Stationery supplies	\$40.00	\$40.00
Wristbands/Guitar Picks	\$140.00	\$140.00
<b>Total</b>	<b>\$830.00</b>	<b>\$830.00</b>



For our 2023 event we raised approximately \$6,000.00 through sponsorships with the remaining balance due paid out of pocket by ORFA board members. We generated \$1,200.00 through T-shirt sales which would normally go in the bank and or pay back board members but this year we paid our performers out of this fund. Through our raffle and donations, we raised \$800.00 to be split between The Haven and The Food Bank with nearly 400lbs of food donated as well. There is zero positive balance or income from our 2023 event.

# **Orting Rock Festival 2024**

## **Budget**

- **Stage Rental - \$2,000.00**
- **Refundable Stage Deposit - \$500.00**
- **Event Insurance - \$500.00**
- **Orting City Permit/Fees - \$300.00**
- **Performers Fee - \$2,400.00**
- **Sound /Crew - \$850.00**
- **Annual Report Fee \$20.00**
- **Raffle Items - \$500.00**
- **T-Shirts - \$300.00**
- **Vinyl Decals For Shirts - \$200.00**
- **Wristbands - \$100.00**
- **Guitar Picks - \$45.00**
- **Graphic Art Fee - \$100.00**
- **Advertising / Supplies - \$100.00**
- **Posters - \$35.00**
- **Total \$7,450.00**

# RockFest 2022

# EXPENSES

TOTAL EXPENSES			Estimated	Actual
			\$5,160.00	\$5,160.00

Site	Estimated	Actual	Refreshments	Estimated	Actual
Park Fee	\$300.00	\$300.00	Food		
Stage Rental	\$2,400.00	\$2,400.00	Drinks	\$0.00	\$0.00
Total	\$2,700.00	\$2,800.00	Total	\$0.00	\$0.00

Decorations	Estimated	Actual	Program	Estimated	Actual
Flags/Bunting	\$40.00	\$40.00	Performers	\$0.00	\$0.00
Signs	\$100.00	\$100.00		\$0.00	\$0.00
Lighting	\$50.00	\$50.00	Sound Crew	\$500.00	\$500.00
Total	\$190.00	\$190.00	Insurance	\$545.00	\$545.00
			Other		
			Total	\$1,045.00	\$1,045.00

Publicity	Estimated	Actual	Prizes	Estimated	Actual
Graphics work	\$100.00	\$100.00	Raffle Items	\$500.00	\$500.00
Photocopying/Printing	\$40.00	\$40.00	Gifts	\$0.00	
Total	\$140.00	\$140.00	Total	\$500.00	\$500.00

Miscellaneous	Estimated	Actual
Shirts	\$300.00	\$300.00
Heat Transfers	\$100.00	\$100.00
Stationery supplies	\$40.00	\$40.00
Wristbands/Guitar Picks	\$145.00	\$145.00
Total	\$585.00	\$585.00

## Expenditure/Income Summary 2022

Due to increased costs, our expenses for the 2022 event exceeded the \$5,000.00 mark for the first time. We received a \$3,000.00 grant from the City of Orting and gathered enough sponsorship to cover most of our remaining costs. Businesses were still recovering from covid so there were still out of pocket expenses which were paid back from monies generated from our t-shirt sales. We generated a total of \$750.00 cash and 378lbs of food for The Orting Food Bank and The Haven received \$400.00 cash. After the event Pierce County Parks showed a strong interest in sponsoring our event or partnering with us to reduce or eliminate the cost of our stage. I am hoping that their commitment holds true. It'll save us \$1,900.00 after the refundable deposit next year.

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**ARTICLES OF INCORPORATION**

to

**ORTING ROCK FESTIVAL ASSOCIATION**

A **WA NONPROFIT CORPORATION**, effective on the date indicated below.

Effective Date: 01/26/2018

UBI Number: 604 207 887



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 01/26/2018



3870-1

ORTING ROCK FESTIVAL ASSOCIATION  
C/O CHRIS  
PO BOX 1702  
ORTING WA 98360-1702

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

## BUSINESS LICENSE

Unified Business ID #: 604216351  
Business ID #: 001  
Location: 0001

### Association

ORTING ROCK FESTIVAL ASSOCIATION  
201 ELDREDGE AVE SW  
ORTING, WA 98360

TAX REGISTRATION - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

OGDEN UT 84201-0038

In reply refer to: 0458130490  
July 31, 2023 LTR 147C 0  
82-4163311 000000 00  
00007752  
BODC: SB

ORTING ROCK FESTIVAL ASSOCIATION  
PO BOX 1702  
ORTING WA 98360-1702

040855

Employer identification number: 82-4163311

Dear Taxpayer:

Thank you for your telephone inquiry of July 20, 2023.

Your employer identification number (EIN) is 82-4163311. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at [IRS.gov/forms](https://www.irs.gov/forms) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Octing Rock Festival Association</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>C</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>201 Eldredge Av. SW</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Octing WA 98360</b>		
List account number(s) here (optional) <b>UBI 604 207 887</b>		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> </tr> </table>				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;">8</td> <td style="width: 25px;">2</td> <td style="width: 25px;">-</td> <td style="width: 25px;">4</td> <td style="width: 25px;">1</td> <td style="width: 25px;">6</td> <td style="width: 25px;">3</td> <td style="width: 25px;">3</td> <td style="width: 25px;">1</td> <td style="width: 25px;">1</td> </tr> </table>	8	2	-	4	1	6	3	3	1	1
8	2	-	4	1	6	3	3	1	1	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ **Christopher A Hopfay**

Date ▶ **8-8-23**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# ▶ Attn

8/16/2023

---

From: Anthony Kagochi  
Phone: 206-355-0648  
Company Name: Recovery Café Orting Valley

To: City Clerk  
Phone: 360-893-9008  
Company Name: City of Orting

---

**Comments:**

Thank you for accepting our application for this grant. We hope this can serve as an ongoing commitment to the City of Orting. We appreciate your collaboration.

---

Urgent  For Review  Please Comment  Please Reply  Please Recycle



# Grant Application-2024

City of Orting - Office of the City Clerk  
PO Box 489 - 104 Bridge St S. Orting, WA 98360  
Phone: (360) 893-9008 - Fax: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

FOR CITY CLERK USE ONLY:

Name of Organization: Recovery Café Orting Valley UBI #: 604220943

Contact Person's Name and Title: Anthony Kagochi

Mailing Address: 110 Train Street SE, Orting WA, 98360

Phone: 260-355-0648 Email Address: [Anthony@RecoveryCafeOrting.org](mailto:Anthony@RecoveryCafeOrting.org)

Amount Requested: \$ Facility use without a fee.

How the grant will be used (This information can be provided in a letter, attached to this application):

Please see the attached letter.

Who does the grant serve (This information can be provided in a letter, attached to this application):

Please see the attached letter.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

110 Train Street SE, Orting WA, 98360

**All groups seeking grants from the City of Orting must:**

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than **August 21st, 2023 at 3:00pm** (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
  4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

\_\_\_\_\_  
**Signature of Authorized Representative of Applicant** \_\_\_\_\_  
**Date**

**Please return completed form and any additional information to:**  
**City of Orting – Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360. For more information, please call (360) 893-9008.**



Anthony Kagochi MA, LMHC  
Recovery Café Orting Valley  
08/16/2023

City of Orting  
104 Bridge St. S. PO Box 489  
Orting WA 98360

Dear members of the City of Orting Grant Committee,

I am writing on behalf of Recovery Café Orting Valley to express our heartfelt interest in partnership with the City of Orting that aligns with our mission to serve and support our community. Our commitment to aiding vulnerable individuals on their path to recovery and growth drives us to seek a collaboration that echoes our shared values. Our organization's core lies in a deep dedication to providing a nurturing and drug-free environment where individuals can find healing, empowerment, and personal development. In line with this ethos, we kindly request the opportunity for Recovery Café Orting Valley to use the city facility located on 110 Train Street SE, Orting WA, 98360, without a fee. This mutually beneficial arrangement will enable us to continue fostering a safe and supporting community for our members and allowing them access to essential services. Our impactful programs are centered around several key areas:

**Recovery Café Program:**

We cultivate an atmosphere of healing and growth, providing a haven for individuals seeking sustained recovery. By creating a caring and accepting space, we empower our members to rebuild their lives and connect with vital resources, embodying the principles of the Recovery Oriented System of Care (ROSC) approach. Currently the Recovery Café Program is offering: Circle groups for recovery support, two veterans groups, trauma group, young adult groups, arts and crafts, school for recovery groups, loved ones group, pride circle, business incubator group, meals, coffee, community events, and more.

**Recovery Navigator Program (RNP):**

Our RNP program offers invaluable guidance to individuals navigating intricate systems, such as benefits, housing assistance, treatment services, involvement in the criminal justice system, case management services, and more. We aim to enhance the quality of life for those we serve, ensuring they have access to the support they need. RNP case managers will meet with people in the community in an outreach capacity.

**Youth and Young Adult Program (YAYA):**

With your gracious support, our Youth and Young Adult Program provides daily meals, tutoring, mentorship, and enriching activities to individuals aged 14 to 20. This program addresses immediate challenges and equips young individuals with essential life skills, setting them on a path to future success. YAYA program features support groups for youth called Snack and Chats, tutoring, table top games, gardening, outdoor activities, employment support, individual case management and support, meals and more.

**Orting Standing Together On Prevention (OSTOP):**

OSTOP focuses on prevention of youth substance use and mental health issues. Our goals are to strengthen our community-based prevention efforts and safeguard the well-being of the younger generation.

This request for accessible facility use is rooted in our desire to allocate resources where they matter most- directly to our programs. The partnership we seek will enable us to expand our reach, enhance the quality of services and profoundly impact our community. We are steadfast in our commitment to responsible stewardship of resources and serving the most vulnerable. This collaboration will support individuals in our community striving for recovery and personal development and youth and young adults seeking empowerment.

We are profoundly grateful for the City of Orting's dedication to community betterment. Our programs are designed to uplift individuals and provide them with the tools to lead fulfilling lives. We sincerely thank you for considering our request. We eagerly anticipate the possibility of working alongside the City of Orting to continue our transformative work, creating a lasting and positive impact on the lives of those we serve.

Warm regards,

Anthony Kagochi MA, LMHC  
Director  
Recovery Café Orting Valley  
[Anthony@RecoveryCafeOrting.org](mailto:Anthony@RecoveryCafeOrting.org)

# RECOVERY CAFE ORTING VALLEY

## Balance Sheet

As of December 31, 2022

Dec 31, 22

### ASSETS

#### Current Assets

##### Checking/Savings

Business Interest Cking (6818)	2,640.94
Cash on hand	500.00
Key Bank Account	42,432.02
Savings	6.98

Total Checking/Savings 45,579.94

##### Other Current Assets

Uncategorized Asset 43,312.21

Total Other Current Assets 43,312.21

Total Current Assets 88,892.15

TOTAL ASSETS 88,892.15

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Credit Cards

BECU CC	5,152.48
Capital One	-1,750.00
Credit Card- Key Bank	7,860.75

Total Credit Cards 11,263.23

##### Other Current Liabilities

##### \*Payroll Liabilities

EAF	45.67
FWT	9,978.00
L&I Employee	597.43
Medical Co Paid	118.35
Medicare Co.	1,395.15
Medicare Employee	1,395.15
Simple IRA Co	1,480.85
Simple IRA Empl	2,773.35
SS Co	4,644.92
SS Employee	4,644.92
Vision Co Paid	23.75

Total \*Payroll Liabilities 27,077.54

On Deck Capital 5,211.68

##### Payroll Liabilities

WA Paid Family and Medical Leav	496.80
WA SUI Employer	16,299.80
WA Workers Compensation	1,687.30

Total Payroll Liabilities 18,483.90

Total Other Current Liabilities 50,773.12

Total Current Liabilities 62,036.35

Total Liabilities 62,036.35

Equity

1:00 PM  
08/15/23  
Accrual Basis

# RECOVERY CAFE ORTING VALLEY

## Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
Retained Earnings	64,441.36
Net Income	<u>-37,585.58</u>
Total Equity	26,855.80
TOTAL LIABILITIES & EQUITY	<u><u>68,892.15</u></u>

**RECOVERY CAFE ORTING VALLEY**  
**Profit & Loss**  
**January through December 2022**  
**Jan - Dec 22**

Ordinary Income/Expense

Income

Beacon Health SABG	239,267.49
Facebook Donations	225.00
Grants	504,079.03
HCA SABG	70,800.00
Interest Income	2.56
Pierce County Contracts/Grants	271,661.35
Rebate	96.56
Uncategorized Income	288.84

**Total Income** 1,086,420.83

Cost of Goods Sold

Cost of Goods Sold	2,146.47
Meals for Homeless	8,674.55

**Total COGS** 10,821.02

**Gross Profit** 1,075,599.81

Expense

\*Payroll Expenses

Dental	3,081.79
Direct Deposit Fees	51.67
EAF	185.19
FUTA	0.00
Health Insurance	0.00
Hotline Wages	4,077.63
Hourly Wages	271,864.65
L&I	1,357.48
Medical	18,234.18
Medicare	9,112.19
On Call Pay	7,449.55
Online Wages	40,727.31
PFML	-151.06
QB's online Taxes	32,292.84
Salary Wages	318,820.33
Simple IRA	5,092.99
SS	37,361.71
Vison Expense	366.86
WA Unempl.	18,441.62

**Total \*Payroll Expenses** 768,366.93

**Auto Reimb Expenses** 2,740.11

**Bank Charges & Fees** 2,774.02

**Cafe Supplies** 14,606.93

**Contractors** 200.00

**Dues and Subscriptions** 7,736.53

**Equipment Purchase** 4,000.00

**Fundraising and Marketing** 105.55

# RECOVERY CAFE ORTING VALLEY

## Profit & Loss

January through December 2022

Jan - Dec 22

Housing Support	650.00
Insurance	30,854.77
Interest Paid	7,183.65
Internet	4,999.20
Maintenance	3,776.23
Meals	1,172.73
Member Support	21,263.33
Office Supplies & Software	28,198.19
Office/General Administrative E	98,844.04
Other Business Expenses	2,835.24
Professional Expenses	
Accounting	8,500.00
Total Professional Expenses	8,500.00
RCN Dues	75.00
Recruiting Cost	285.10
Reimbursable Expenses	8,160.20
Reimbursements	365.33
Rent & Lease	36,798.26
Rental Assistance	1,112.00
Repairs & Maintenance	8,050.39
Security	263.03
Taxes & Licenses	180.00
Telephone	8,020.22
Therphy Service Contract	4,616.75
Travel and Training	4,593.99
Utilities and Rent	30,915.65
Website	942.00
Total Expense	1,113,185.37
Net Ordinary Income	-37,585.56
Net Income	-37,585.56





RECOVERY CAFE ORTING VALLEY PUBLIC BENEFIT  
 PO BOX 1867  
 113 VARNER AVE SE  
 ORTING WA 98360-1867

DETACH BEFORE POSTING



STATE OF  
 WASHINGTON  
 Nonprofit Corporation

# BUSINESS LICENSE

Issue Date: Jan 27, 2023  
 Unified Business ID #: 604220943  
 Business ID #: 001  
 Location: 0001  
 Expires: Feb 29, 2024

RECOVERY CAFE ORTING VALLEY PUBLIC BENEFIT  
 RECOVERY CAFE ORTING VALLEY  
 113 VARNER AVE SE  
 ORTING WA 98360-9012

UNEMPLOYMENT INSURANCE - ACTIVE                      INDUSTRIAL INSURANCE - ACTIVE  
 TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:  
 ORTING NONPROFIT BUSINESS - ACTIVE

LICENSING RESTRICTIONS:  
 Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:  
 RECOVERY CAFE ORTING VALLEY

This document lists the registrations, endorsements, and licenses authorized for the business listed above. By accepting this document, the licensee certifies the information on the application is complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*John Ryser*

Director, Department of Revenue

604220943 001 0001

STATE OF WASHINGTON

Expires: Feb 29, 2024

RECOVERY CAFE ORTING VALLEY PUBLIC BENEFIT  
 RECOVERY CAFE ORTING VALLEY  
 113 VARNER AVE SE  
 ORTING WA 98360-9012

UNEMPLOYMENT INSURANCE - ACTIVE  
 INDUSTRIAL INSURANCE - ACTIVE  
 TAX REGISTRATION - ACTIVE  
 ORTING NONPROFIT BUSINESS - ACTIVE



*John Ryser*

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET



**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
P.O. Box 2508  
Cincinnati, OH 45201

**RECOVERY CAFE ORTING VALLEY**  
**C/O RENA K THOMPSON**  
**PO BOX 1867**  
**ORTING, WA 98360**

**Date:**  
04/05/2022  
**Employer ID number:**  
83-2459466  
**Person to contact:**  
Name: Ms. Elliott  
ID number: 31886  
Telephone: 877-829-5500  
**Accounting period ending:**  
December 31  
**Public charity status:**  
170(b)(1)(A)(vi)  
**Form 990 / 990-EZ / 990-N required:**  
Yes  
**Effective date of exemption:**  
May 15, 2021  
**Contribution deductibility:**  
Yes  
**Addendum applies:**  
No  
**DLN:**  
26053642009351

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-II. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2023

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> Hiscox Insurance Company Inc      10200 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Recovery Cafe Orting Valley 110 Train St. SE Orting, WA 98360	

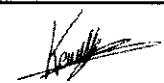
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	P102.244.809.1	08/14/2023	08/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	P102.244.808.1	08/14/2023	08/14/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

The City of Orting 104 Bridge st S Orting, WA 98360	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

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**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Plaque Relocation Request – Orting Historical Society.	<b>AB23-93</b>	<b>CGA</b>		
		<b>9.6.2023</b>		
	<b>Department:</b>	Admin/Orting Historical Society		
	<b>Date Submitted:</b>	<b>8.31.2023</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Kim Agfalvi</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Orting Historical Society request and photos				
<b>SUMMARY STATEMENT:</b>				
<p>The Orting Historical Society has turned in a request for a plaque honoring George Capestany of Parametrix for his dedication and service to the citizens of Orting. The Historical Society has recommended that the plaque be placed in the garden near the utility billing drop box.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
TBD.				

# Orting Historical Society

## Plaque Rack Location Request

September 06<sup>th</sup>, 2023

## Orting Historical Society

P. O. Box 970  
Orting, WA 98360-0970

August 28<sup>th</sup>, 2023

City of Orting  
Honorable Greg Hogan  
Honorable Melodi Koenig  
104 Bridge St S  
Orting, WA 98360

Ref: Capestany plaque rack location request

Greeting Councilmembers Hogan & Koenig,

In April of 2021, the Orting Historical Society and Parametrix teamed up to fund two clocks to be located in the clock tower at the new city hall. Many citizens along with the city, Parametrix and about a dozen of Parametrix employees came together with the funding to make this project possible.

As you may remember the clocks were installed on May 04<sup>th</sup>, 2022, by Ed Torres, Don Tracy and myself. Then, on February 02<sup>nd</sup>, 2023 the first of two plaques were mounted by Valley Sign, on the face of city hall under the clock facing Bridge St S.

When the second plaque arrived honoring George Capestany, Valley Sign attempted to mount that plaque on city hall on March 21<sup>st</sup>, 2023. I was there at the time and we were asked by the City Administrator not to install the plaque. He wanted me to provide a packet for the CGA committee and council to re-consider this request. I did what was asked, however, our

request was denied by the council according the city administrator on April 21<sup>st</sup>, 2023.

The Orting Historical Society, working with JC Hungerford, has come up with another idea and we are back with a request to mount Capestany' s sign on a plaque rack and locate it near the city's drop box. See the following page as to how it might look. This rack is not to scale as it was photo shopped to give you an idea as to how it would look in this planting area. We hope it will meet with your approval.

Please note that the society will take care of all expenses that are incurred with this project.

I am available for any further questions. My telephone number is: 360-893-2334 or my e-mail is: [gcolorossi@centurytel.net](mailto:gcolorossi@centurytel.net).

Thank you in advance for your consideration.



Guy S. (Sam) Colorossi  
Secretary/Treasurer



# Tentative location for Capestany plaque rack



Bridge St S & Washington Ave SE



In recognition of  
**George Capestany**  
and his many years of  
service to the City of Orting.

George Capestany loved people and everyone loved George's infectious laugh. George also loved the City of Orting. He had a big heart for the community and through the years he helped the city with many infrastructure needs as it grew.

George fled Cuba in 1960 as Fidel Castro overthrew the government and established a communist regime in its place. He eventually traveled to Washington State where he earned a Masters Degree in Environmental Engineering. In 1969, he and a partner joined to form what became Parametrix Engineering. When he retired from Parametrix he made sure that the company continued to keep Orting as a favored client.

George was instrumental in establishing the 100% employee owned company it is today. The employee owners fondly remember him as a beloved founder.

The George Capestany Plaque