

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. Jeffery Sproul
5. Stanley Holland
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
February 21st 2024  
6:00 p.m.

### **Deputy Mayor Tod Gunther, Chair**

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

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

<https://us06web.zoom.us/j/89084812361?pwd=61yJfo7gcbaEmBbXy5Xz3sbahROdlp.1>  
Meeting ID: 890 8481 2361. Passcode: 153142.

#### **2. COMMITTEE REPORTS.**

##### **A. Public Works.**

CM Moore & CM Koenig.

##### **B. Public Safety.**

CM Tracy & CM Holland.

##### **C. Community and Government Affairs.**

CM Hogan & CM Sproul.

#### **3. STAFF REPORTS.**

#### **4. PRESENTATION.**

Legislative Updates – Joe DePinto.

#### **5. AGENDA ITEMS.**

##### **A. AB24-19 – General Sewer Plan Scope and Budget.**

CM Moore & CM Koenig.

##### **B. AB24-12 – Police Guild Staffing Memorandum of Understanding (MOU).**

CM Tracy & CM Holland.

##### **C. AB23-104 – Sponsorship Policy.**

CM Hogan & CM Sproul.

##### **D. AB23-18 – Daffodil Parade Sponsorship.**

CM Hogan & CM Sproul.

##### **E. AB23-105 – Food Truck Program.**

CM Hogan & CM Sproul.

##### **F. AB24-14 – Council Rules of Procedure.**

CM Hogan & CM Sproul.

##### **G. AB24-16 – Rainier Communication Commission (RCC) Interlocal Agreement.**

CM Hogan & CM Sproul.

**H. AB24-15 – Orting Sign Parcel Lease Agreement.**

CM Hogan & CM Sproul.

**I. AB24-10 – Meeting Dates 2024.**

CM Hogan & CM Sproul.

**J. AB23-93 – Orting Historical Society Plaque Relocation Request.**

CM Hogan & CM Sproul.

**6. EXECUTIVE SESSION.**

**7. ADJOURNMENT.**



## City of Orting Council Agenda Summary Sheet

<b>Subject:</b>  Scope and budget for Sewer Plan		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>			
	<b>AB24-19</b>			
	<b>For Agenda of:</b>	<b>2.7.2024</b>	<b>2.21.2024</b>	
	<b>Department:</b>	Finance/Public Works		
<b>Date Submitted:</b>	<b>2.7.2024</b>			

**Cost of Item + design contingency:** \$181,000 plus \$19,000 for contingency = \$200,000

**Amount Budgeted:** \$300,000 Budget for I/I

**Unexpended Balance:** N/A

**Bars #:** 408-594-35-63-16

**Timeline:** N/A

**Submitted By:** John Bielka

**Fiscal Note:**

**Attachments:** Scope and Budget for Sewer Plan

This agenda bill proposes to conduct a comprehensive update to the City of Orting's Sewer System Plan. Given the plan's last draft occurred in 2009, it is imperative to revise it to adequately address the city's current and future needs, including significant growth, evolving environmental regulations, and advancements in wastewater management technologies.

The Wilson Engineering proposal entails a detailed examination of the existing sewer infrastructure to confirm its capability to support both present and anticipated needs. It seeks to synchronize the sewer plan with Orting's new waste water treatment plant, expected growth and updated environmental policies, guaranteeing that future modifications and enlargements are both progressive and regulatory-compliant. Emphasizing the sewer system's economic independence in accordance with the enterprise fund model, this strategy aims to preserve its fiscal health and service quality. Furthermore, this proposal prioritizes strategic investments in the sewer system's enhancement and expansion, aligning the city's infrastructure with its ongoing development objectives and ecological duties.

CITY	FUNDS REQUESTED FOR GENERAL SEWER PLAN		POPULATION
Holmes Harbor SD	\$	70,000.00	
City of Kittitas	\$	269,000.00	1420
City of Chelan	\$	160,434.00	4374
Town of Metaline	\$	70,696.00	167
City of Oroville	\$	355,265.00	1780
City of Ritzville	\$	325,000.00	1729
City of Roslyn	\$	202,000.00	946
<b>AVERAGE</b>	\$	<b>207,485.00</b>	

Table 1: 2025 Ecology Cost Estimates for Typical Sewer Plans  
<https://apps.ecology.wa.gov/publications/documents/2410004.pdf>

The updated sewer plan is strategically designed to enhance the City of Orting's eligibility for capital loans and grants, particularly for projects aimed at reducing inflow and infiltration, which are critical issues for maintaining system efficiency and regulatory compliance.

**RECOMMENDED ACTION: Action:**

Move forward to regular business meeting on February 28<sup>th</sup>, 2024 as a consent agenda item.

**RECOMMENDED MOTION: Motion:**

To approve Resolution No. 2024-05, of the City of Orting, Washington, to authorize the hiring of Wilson Engineering to conduct a comprehensive update of the City of Orting's Sewer System Plan, for a total cost not to exceed \$200,000.

# CITY OF ORTING

## General Sewer Plan

### **SCOPE OF SERVICES**

Our proposed Scope of Services for the City of Orting General Sewer Plan includes the following tasks:

- Task 1 - Project Management
- Task 2 - Research and Regulatory Requirements
- Task 3 - Evaluation
- Task 4 - Recommendations
- Task 5 - Financial Analysis
- Task 6 - Plan Preparation

The significant tasks of prime and sub-consultants including milestones associated with each task are described below.

#### **Project Understanding**

Below is a general summary of the project goals:

- The goal of this project is to provide engineering services for planning purposes related to the City's wastewater collection system. Services will meet the requirements of WAC 173-240-50.
- A General Sewer Plan will be prepared as part of this project. A facility plan for the WWTP is not included in this scope.

#### General Assumptions

1. The project will be funded with City funds.
2. Sewer collection system exhibits will be based on the GIS or CAD files provided by the City and updated based on known changes provided from the City.
3. No sewer collection system physical or visual investigations or inspections are anticipated other than occasional spot checks and evaluation of the lift stations.
4. No sewer pump station draw down tests or electrical / efficiency testing is needed.
5. No Teir II analysis per WAC 173-201A-320 is not required for this project.
6. No updates to standard sewer details are required.

#### **Task 1 - Project Management**

This task covers the effort necessary to organize, lead, communicate with and coordinate all consultant team members (in-house and sub-consultants) and City staff needed to accomplish the work required by the Project. This task includes tracking time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. This task includes general expenses for travel, reproduction, and misc. items. Task 1 includes the following subtasks:

##### **Subtask 1.1 – Coordination with City**

- Meet and communicate regularly with the City to keep the City's project manager informed about project progress, issues and schedule.

##### **Subtask 1.2 – Project Schedule / Team Management / QA/QC**

- Quality assurance / quality control (QA/QC) of all final documents.
  - Manage and execute quality control procedures for all deliverables.

- Perform quality assurance review of all work products. Review will be by a principal engineer who will review calculations, plans, specifications, and contract documents for content, consistency, accuracy, and technical issues.
- Project schedule tracking.
- Coordinate the work of team members for project roles, schedules, budgets, and production.

### **Subtask 1.3 – Progress Reports, Invoices, and Budget Management**

- Prepare and submit to the City’s Project Manager, monthly invoices and progress reports with schedule and budget status.
  - Progress reports will describe the work items and percentage of work items that were accomplished, independent of budget expended.
  - Progress report will include a status of budget spent and remaining for each individual task.
  - Progress reports will identify any other issues or problems that may occur.
  - Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work.
  - Reports and invoicing will be formatted in a manner that is acceptable to the City.
- Manage subconsultant budgets and invoices.

### **Subtask 1.4 – Project Meetings and Site Visits**

This task includes Project meetings and site visits: Prepare for, conduct, and document decisions and action items arising from meetings associated with the project.

1. **Kickoff Meeting:** Key members of the Consultant’s team will attend this meeting. Review scope, schedule, budget, and interim milestones. Establish City preferred project communications and special invoicing requests. An allowance of up to one (1) kickoff meeting is included. This meeting is assumed to be virtual.
2. **City Council / Public Meeting:** This meeting will be attended by the Project Manager and will include preparation and presentation on the project. An allowance of up to one (1) City Council / Public meeting is included. This meeting is assumed to be in-person.
3. **Provisional Meetings:** These provisional meetings are set aside for either final report review, milestone submittal review, when needed, or impromptu situations where consultant input is urgent and required to promote project schedule or other requirements. An allowance of up to two (2) meetings is included. These meetings are assumed to be virtual.
4. **Coordination Meetings:** Conduct coordination conversations as needed through the project completion with key City staff and operators to discuss project status, action items, and potential areas of concern. These meetings are assumed to be virtual or via phone.

#### Assumptions:

1. Total project duration is twelve (12) months.
2. For project meetings, Consultant will develop an agenda and produce minutes afterward.
3. In-person meetings will be held at the City offices in Orting, WA.

#### City Deliverables:

1. None

#### Deliverables:

1. Meetings minutes.
2. Monthly invoices and progress reports for up to twelve (12) months.

## **Task 2 - Research and Regulatory Requirements**

### **Subtask 2.1 - Background Information / Existing Facilities Research**

Under this task we will review all background information on the existing sewer system to gain a complete understanding of the process and the infrastructure. This includes review of record drawings, previous Sewer Plans, maps, interviews with City staff, and other relevant data to understand the existing collection system, and operations. Also included is an evaluation of City boundaries, Sewer Service Areas, and Growth Management Implications.

Assumptions:

1. WAC 173-240-050 3 a, b, f, l, j requirements will be completed in this section.

City Deliverables:

1. Record drawings and previous Sewer Plans and Engineering Reports, previous inflow and infiltration reports or studies, relevant GIS data (if any), current and planned City boundaries and service areas.

Deliverables:

1. Summary of background information and existing conditions in the completed General Sewer Plan.

### **Subtask 2.2 - Regulatory Requirements**

This task includes identification of all federal, state, county, and local regulations that affect the planning and design of anticipated sewer system improvements. A SEPA checklist and agency coordination for determination will be included in the plan as part of this task.

Assumptions:

1. WAC 173-240-050 3 c,d,m,n requirements will be completed in this section.

Deliverables:

1. The deliverable will be a summary of background information, regulatory requirements, and maps in the completed General Sewer Plan.
2. SEPA Checklist

## **Task 3 - Evaluation**

### **Subtask 3.1 – Land Use, Population, and Flows and Loadings Evaluation**

Work under this task will describe and analyze existing and projected flows and loadings seen in the collection system and wastewater treatment plant. The flow and loadings evaluation will consider population growth, Future Land Use, Urban Growth Areas, and Annexations. Flows and loadings will be projected over a 25-year planning period. This evaluation and projection of future flows and loadings will be used to size and determine effective treatment and sewer system improvements.

Assumptions:

1. WAC 173-240-050 3e requirements will be completed in this section.

City Deliverables:

1. None

Deliverables:

1. The deliverable will be a summary of existing flows and loadings and projection of future flows and loadings in the completed General Sewer Plan.

### **Subtask 3.2 - Wastewater Collection System Evaluation**

This task includes the evaluation of the sewer collection system. The evaluation will include documentation of regulatory compliance, sewer system hydraulic computer model, ability to accommodate growth projections, sewer pumping systems, treated effluent outfall, assessment of existing sewer collection system facilities, and infiltration and inflow. The evaluation will include an assessment of the collection systems performance, condition and capacity.

Assumptions:

1. WAC 173-240-050 3g requirements will be completed in this section.
2. No flow monitoring is included in this scope.
3. The sewer system hydraulic model will evaluate three different scenarios: 1. Existing conditions, 2. Near-term future conditions, 3. Long-term future conditions.
4. The sewer system hydraulic model will be developed from GIS data provided by the City. The data is assumed to NOT include rim or invert elevations. It is assumed that the City will provide data collection for the sewer system including elevations for rim and inverts as well as collect data on condition and confirm pipe sizes.

Deliverables:

1. The deliverable will be a summary of the collection system evaluation in the completed General Sewer Plan, including exhibits showing existing and future system deficiencies.

### **Subtask 3.3 - Water Reclamation and Reuse Evaluation**

This task includes an evaluation of potential water reclamation and reuse as required by RCW 90.48.112.

Deliverables:

1. The deliverable will be a summary of the evaluation in the completed General Sewer Plan.

## **Task 4 - Recommendations**

### **Subtask 4.1 - Recommended Improvements**

Work under this task will identify and describe all recommended improvements to the wastewater collection system. The final recommendations will include design calculations, conceptual site layouts, and other miscellaneous improvements.

Deliverables:

1. The deliverable will be a summary of recommended improvements in the completed General Sewer Plan.

## **Task 5 - Financial Analysis**

This task estimates and describes the anticipated construction, engineering, and operations costs for recommended improvements for the collection system.

The task also includes a review of sewer rate structure and basic revenue planning along with creation of a Capital Improvement Projects (CIP) list. The CIP will include a short term and long-term list of projects and their priority and anticipated future costs. The sewer rate structure and revenue planning will include requirements for connection to the City sewer system, and funding capacity. Revenue planning will consist of a high-level comparison of current and projected revenue versus current and projected expenses (including Capital Projects and debt service), and potential rate increase scenario(s) if revenues are projected to be insufficient. This is not a formal rate study and does not include: historical financial performance review, fiscal policy review, detailed capital financing plan, detailed operating forecast, detailed revenue needs assessment, rate forecast & affordability test.



Assumptions:

1. WAC 173-240-050 3I requirements will be completed in this section.

Deliverables:

1. The deliverable will be a summary of the anticipated costs, and individual cost estimates for each recommended improvement in the completed General Sewer Plan.

**Task 6 - Plan Preparation**

Work under this task includes preparation of draft and final General Sewer Plan and revisions based on comments. Work also includes preparation of materials for one City Council / Public Meeting.

Assumptions:

1. None.

Deliverables:

1. Plan for City review in PDF format.
2. Final Plan for City in PDF format and three (3) hard copies.

# City of Orting

## General Sewer Plan

Prepared by: Scott Wilson, PE, Wilson Engineering LLC

Prepared for: City of Orting

Proposal No.:

January 31, 2024

Task Description	Direct Expenses	Principal Engineer	Senior Engineer	Engineer III	Engineer I	Senior CAD Design Technician	Inspector II	Clerical	WILSON SUBTOTAL
Rate (\$/hr) =	L.S.	\$215	\$202	\$174	\$149	\$146	\$136	\$103	
<b>Task 1: Project Management</b>									
Subtask 1.1 - Coordination		4	12						\$ 3,284
Subtask 1.2 - Project Schedule / Team Management / QA/QC		4	18						\$ 4,496
Subtask 1.3 - Progress Reports, Invoices, and Budget Management			12						\$ 2,424
Subtask 1.4 - Project Meetings and Site Visits		16	32	20					\$ 13,384
<b>Sub-Total</b>	<b>\$ -</b>	<b>24</b>	<b>74</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 23,588</b>
<b>Task 2: Research and Regulatory Requirements</b>									
Subtask 2.1 - Background Information / Existing Facilities Research		4	8	24	18			2	\$ 9,540
Subtask 2.2 - Regulatory Requirements		2	4	10	14				\$ 5,064
<b>Sub-Total</b>	<b>\$ -</b>	<b>6</b>	<b>12</b>	<b>34</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$ 14,604</b>
<b>Task 3: Evaluation</b>									
Subtask 3.1 - Land Use, Population, Flows and Loadings Evaluation		8	32	36	24				\$ 18,024
Subtask 3.2 - Wastewater Collection System Evaluation		42	58	110	82				\$ 52,104
Subtask 3.3 - Water Reclamation and Reuse Evaluation		4	6	12	32				\$ 8,928
<b>Sub-Total</b>	<b>\$ -</b>	<b>54</b>	<b>96</b>	<b>158</b>	<b>138</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 79,056</b>
<b>Task 4: Recommendations</b>									
Subtask 4.1 - Recommended Improvements		22	54	78	63	16			\$ 40,933
<b>Sub-Total</b>	<b>\$ -</b>	<b>22</b>	<b>54</b>	<b>78</b>	<b>63</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>\$ 40,933</b>
<b>Task 5: Financial Analysis</b>									
<b>Sub-Total</b>	<b>\$ -</b>	<b>6</b>	<b>22</b>	<b>30</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 13,636</b>
<b>Task 6: Plan Preparation</b>									
<b>Sub-Total</b>	<b>\$ -</b>	<b>2</b>	<b>6</b>	<b>22</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$ 8,976</b>
<b>Project Total</b>	<b>\$ -</b>	<b>114</b>	<b>264</b>	<b>342</b>	<b>269</b>	<b>16</b>	<b>-</b>	<b>10</b>	<b>\$ 180,793</b>



**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>  Police Guild Staffing MOU	<b>AB24-12</b>	<b>Public Safety</b>		
		<b>2.1.2024</b>	<b>2.21.2024</b>	
	<b>Department:</b>	Public Safety		
	<b>Date Submitted:</b>	<b>2.1.2024</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>	<b>N/A</b>			
<b>Timeline:</b>	<b>None</b>			
<b>Submitted By:</b>	<b>CA Larson/Chief Gabreluk</b>			
<b>Fiscal Note: None</b>				
<b>Attachments: "Orting Staffing MOU 01-04-24.docx"</b>				
<b>SUMMARY STATEMENT:</b>				
<p>The Orting Police Guild has proposed a Memorandum of Understanding (MOU) with the City to provide officers with an additional stipend. This request is in response to increased workloads and mandatory overtime caused by current staffing shortages. The stipend also aims to retain existing officers. This approach mirrors a similar agreement made in 2020, addressing comparable staffing issues. The MOU will remain effective until the Police Department has at least 9 sworn officers, excluding the chief, who have completed field training. Presently, the department is operating with 7 of its authorized 12 full-time equivalent (FTE) positions, of which only 5 officers, excluding the chief, have finished field training.</p> <p>For 2024, the cost of this incentive is projected to be \$40,000. This expense is expected to be more than compensated for by savings from the current underutilization of the budgeted 12 FTE positions, with the actual staffing level at 7 FTE. The department has made tentative job offers to two entry-level officers and is in the process of conducting background checks on several more candidates.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
<p>This item relates to bargaining and discussion should take place during a closed session of council. A final approval, if any, will be during a regular open session of council.</p>				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD.				

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF ORTING  
AND  
ORTING POLICE OFFICERS GUILD**

It is understood and agreed that the City of Orting (City) and Orting Police Officers Guild (Guild) enter into the following Memorandum of Understanding (MOU) to address staffing and attrition.

WHEREAS, Article 1 of the collective bargaining agreement (CBA or contract) recognizes the Guild as the designated representative of City of Orting Police Officer employees; and

WHEREAS, the City and the Guild have a mutual interest to maintain an adequately staffed and experienced police staff; and

WHEREAS, due to attrition and injuries amongst police staff the City and Guild have had to adjust hours of work and schedules to minimize gaps in coverage; and

WHEREAS, due to the Guild and City trying to accommodate each other's needs during this time of low staffing and to encourage staff to stay with the City, it is agreed that a temporary stipend is needed while staffing remains low;

**NOW, THEREFORE, on the condition that both sides agree that this MOU does not constitute a precedent and/or practice and neither side will cite it as such in any future grievance, other administrative process, or any other matter under the Collective Bargaining Act or under RCW Chapters 41.56 and 41.58, the City and the Union agree as follows:**

1. The terms and conditions of said contract, except as hereafter set forth, shall remain "as is."
2. For the purpose of this memorandum, total sworn offers are offers who:
  - Have completed FTO; and
  - Are not on administrative or medical leave.
  - Are covered under the current Collective Bargaining Agreement.
3. While total sworn officers assigned to the Police Department remains below nine, the City shall pay an additional 5% on top of the Base Rate of Pay as defined in the CBA. If at least nine sworn officers are employed by the Police Department, this MOU shall automatically expire. This MOU shall expire regardless of staffing level on December 31, 2024.

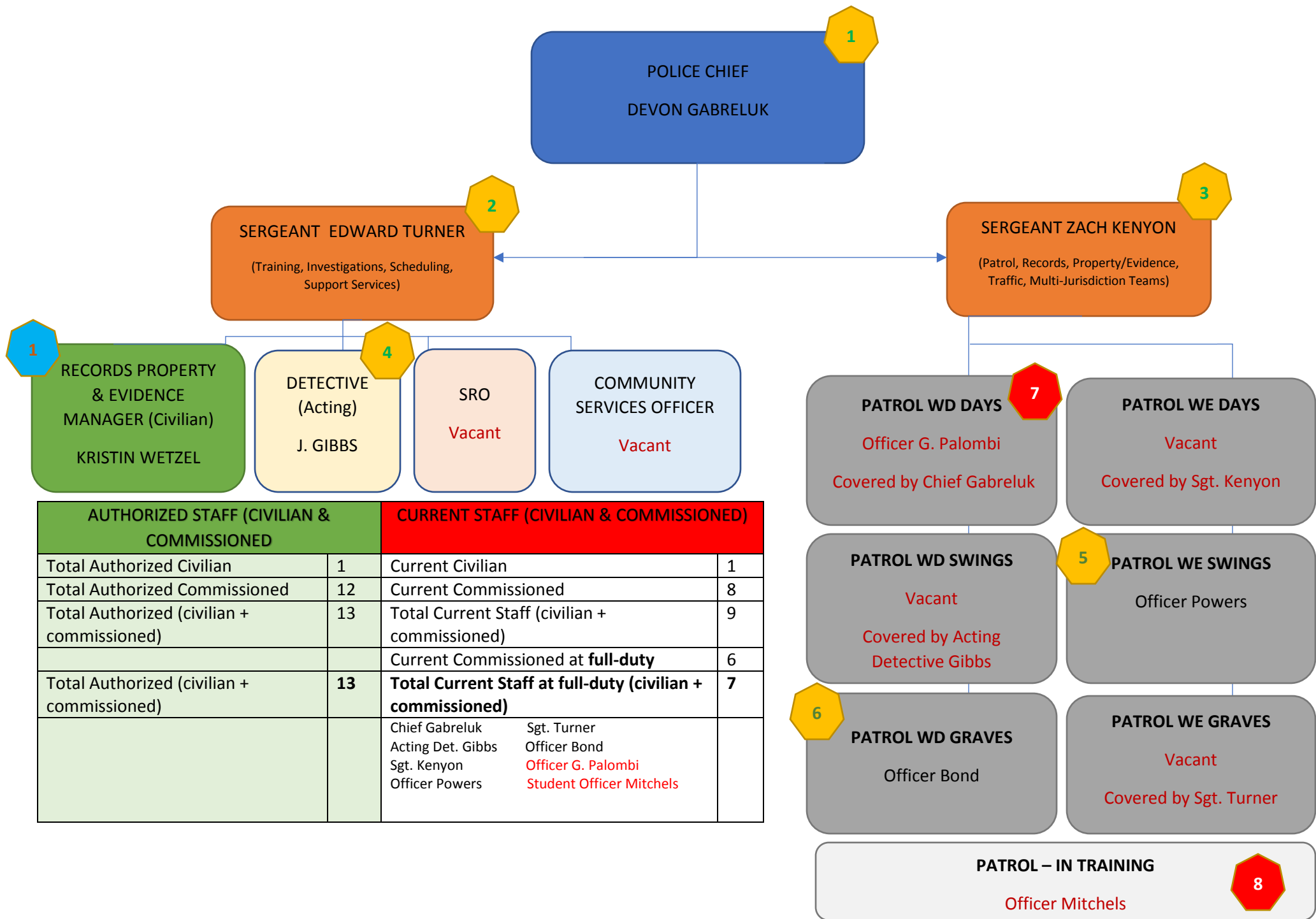
This Memorandum of Understanding is entered into on this the \_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF ORTING

POLICE GUILDS PRESIDENT

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

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



AUTHORIZED STAFF (CIVILIAN & COMMISSIONED)		CURRENT STAFF (CIVILIAN & COMMISSIONED)	
Total Authorized Civilian	1	Current Civilian	1
Total Authorized Commissioned	12	Current Commissioned	8
Total Authorized (civilian + commissioned)	13	Total Current Staff (civilian + commissioned)	9
		Current Commissioned at <b>full-duty</b>	6
Total Authorized (civilian + commissioned)	<b>13</b>	<b>Total Current Staff at full-duty (civilian + commissioned)</b>	<b>7</b>
		Chief Gabreluk      Sgt. Turner Acting Det. Gibbs    Officer Bond Sgt. Kenyon <b>Officer G. Palombi</b> Officer Powers <b>Student Officer Mitchels</b>	



**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>  Ordinance Amending Chapter 3-8 OMC for Special Events and Event Sponsorship, and Adoption of Special Events Policy.	<b>AB23-104</b>	<b>CGA</b>		
		<b>11.1.2023</b> <b>12.6.2023</b> <b>2.7.2024</b>	<b>1.17.2024</b> <b>2.21.2024</b>	<b>1.31.2024</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>10.27.2023</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, City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Ordinance and Exhibit A, Sponsorship Policy; WCIA Insurance Tool Kit				
<b>SUMMARY STATEMENT:</b>				
<p>The City recently received an audit by its insurer, the Washington Cities Insurance Authority (WCIA), of existing practices. One area for improvement suggested by WCIA focused on the City’s regulations for special events and those the City Council elects to sponsor by providing grant funding. WCIA provided staff with a toolkit (copy provided with this AB), which includes suggestions for defining a special event and applicable regulations. This information begins on page 3 of the toolkit.</p> <p>The City Council’s current regulations for special events and sponsorship are codified at Orting Municipal Code Chapter 3-8. The City’s existing Special Events Sponsorship Policy was adopted by the City Council in 2017.</p> <p>In accordance with recommendations from WCIA, Staff prepared the following: (1) an Ordinance that amends Chapter 3-8, and in particular Sections 3-8-6 and 3-8-8, to incorporate the recommended amendments to the definitions of both “special events” and “sponsorship” consistent with the recommendations from WCIA and consistent with the proposed policies; (2) an updated special events policy (adopted by the Council at its meeting on January 31, 2024); and (3) an updated sponsorship policy (proposed for adoption that further defines baseline criteria for all sponsored events, what services are offered for those that are granted sponsorship, provides an “a la carte” list of services that</p>				

can be chosen from, outlines the process for seeking sponsorship, and defines the insurance and indemnity requirements for City sponsored events.

The proposed Ordinance before the Council would amend OMC 3-8-6 and 3-8-8, and would also adopt the corresponding amendments to the Special Events Sponsorship Policy.

**RECOMMENDED ACTION: Action:**

Move forward to regular business meeting on February 28<sup>th</sup>, 2024 as a consent agenda item.

**RECOMMENDED MOTION: Motion:**

To adopt Ordinance No. 2024-1122, amending Sections 3-8-6 and 3-8-8 of the Orting Municipal Code and adopting a Special Events Sponsorship Policy.

**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO. 2024-1122**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO SPECIAL EVENTS AND  
CITY SPONSORSHIP OF SPECIAL EVENTS; AMENDING  
SECTIONS 3-8-6 AND 3-8-8 OF THE ORTING MUNICIPAL  
CODE; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

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WHEREAS, the City regulates events that impact public facilities and services as an exercise of its police powers to preserve public health and safety, and these regulations are codified at Orting Municipal Code Title 3, Chapter 8; and

WHEREAS, the City Council adopted a Special Event Sponsorship Policy in 2017, Policy No. 2017-1, to govern the criteria and application process for City-sponsored special events in the City;

WHEREAS, the City desires to update its policies around City sponsorship of events; and

WHEREAS, the City desires to clarify its definition of a Special Event in the OMC and applicable policies; and

WHEREAS, the City desires to adopt additional criteria for sponsored events in the OMC and applicable policies;

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

**Section 1. Amendment of Section 3-8-6 of the Orting Municipal Code.** Section 3-8-6 of the Orting Municipal Code is hereby amended to read as follows:

**3-8-6: SPECIAL EVENT:**

"Special event" shall mean any event which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-ways near the event, or, which would significantly impact the need for City-provided emergency services, such as police, fire, or medial aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on public streets, rights-of-way or emergency services. A special event can include, but is not limited to:



- A. Any organized formation, parade, procession or assembly consisting of persons, animals, vehicles or any combination thereof, traveling in unison and with a common purpose upon any public street, highway, alley, sidewalk or other public way which does not comply with normal and usual traffic regulations or control; or
- B. Any organized assemblage of 50 or more persons at any public park or city facility which is to gather for a common purpose under the direction and control of a responsible person or agency; or
- C. Any other organized activity or set of activities open to the public conducted by an individual, group or entity for a common or collective use or benefit and which involves the use of public facilities or rights-of-way and the possible or necessary provision of City services ancillary thereto.

Examples of special events include fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, city/town heritage celebrations, shows or exhibitions, holiday festivals, circuses, block parties, markets, musical entertainments, and motion picture filming.

Events shall meet all applicable, adopted City policies and procedures. Event organizers must fill out and submit the Special Event Application.

~~any organized activity conducted by an event organizer for a common or collective use, purpose, or benefit that involves the use of, or has an impact on multiple city facilities. (Ord. 919, 11-30-2011)~~

**Section 2. Amendment of Section 3-8-8 of the Orting Municipal Code.** Section 3-8-8 of the Orting Municipal Code is hereby amended to read as follows:

**3-8-8: SPONSORSHIP:**

- A. Definition: "Sponsorship" shall mean a special event that meets one or more of the following criteria: 1) that is managed or organized by the city, or by another person on the city's behalf, 2) funded in whole or in part by the city, 3) for which the city provides, at no cost, in kind services in support of the special event, or 4) for which the city has agreed to lend its name as a sponsor or cosponsor.
- B. Criteria For All Sponsored Events: Sponsorship is extended to events that serve valid municipal purposes for which the City Council approves use of city facilities and services by a non-profit group without charge. Sponsorship is extended to events upon application, on a case-by-case basis and at the discretion of the council. To qualify for sponsorship, an approved event must:
  - 1. Be one where all citizens can reasonably participate;
  - 2. Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating a City's history and;

3. May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City.
4. Organizations must be a non-profit that is actively registered with the Washington Secretary of State.
5. Organizations must fill out the Special Event Application and carry their own liability insurance that complies with the Special Event Sponsorship policy.

C.B. Sponsorship Decisions: A special event may be sponsored by the city upon approval by the city council in accordance with applicable sponsorship policies.

**Section 3. Sponsorship Policy Adoption.** The City Council hereby adopts the City of Orting Sponsorship Policy, attached hereto as Exhibit A and incorporated herein by this reference.

**Section 4. 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 5. Codification.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

**Section 6. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A GENERAL MEETING THEREOF ON THE  
\_\_ DAY OF FEBRUARY, 2024.**

CITY OF ORTING

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Filed with the City Clerk:

Passed by the City Council:  
Date of Publication:  
Effective Date:



# CITY OF ORTING

## **Special Event Sponsorship Policy**

**Mission Statement: The City of Orting supports the development of events and activities that are vibrant and active and bring significant value to its citizens.**

### **Section 1. Baseline Criteria for all Sponsored Events**

Sponsorship is extended to events that serve valid municipal purposes for which the City Council approves use of city facilities and services by a non-profit group without charge. Sponsorship is extended to events upon application, on a case-by-case basis and at the discretion of the council.

To qualify for sponsorship, an approved event must:

- Be one where all citizens can reasonably participate;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating a City's history and;
- May provide, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City.

All groups proposing events which seek sponsorship by the City of Orting must meet these baseline criteria:

- Organizations must be a non-profit that is actively registered with the Washington Secretary of State.
- Organizations must fill out the Special Event Application and carry their own liability insurance that complies with the terms of Section IV of this policy.

### **Section II. What Sponsorship May Include for Sponsored Events**

The City offers an "a la carte" style of sponsorship where applicants indicate which services they would like provided by the City in their sponsorship. The City then decides, from the services requested, what will be provided for the event sponsorship. The amount of services and/or level of support offered by the City will depend upon the City's determination of the value added by the event to the community and staffing and/or budgeting allowances. Services are based on availability, and the city reserves the right to withdraw some or all of the services if availability changes.

Approved 4.26.17. 2

The following City-provided services are listed on the Special Event Sponsorship Application:

- Use of Main City Park, including grass areas, Gazebo, and Covered BBQ Area, located at 101 Train St. SW at no fee.
- Use of Multipurpose Center (MPC) located at 202 Washington Ave. S. at no fee.
- Use of North Park, including grass area and Orting Station building, located at 101 Washington Ave NW. at no fee.
- Closure Train St. around the Bell Tower at Main City Park.
- Closure Van Scoyoc Ave. SW at Main City Park.
- Closure Calistoga St. W between Van Scoyoc Ave. & Washington Ave.
- 1 Public Works staff for up to eight (8) hours. # of hours requested: \_\_\_\_\_
- 2 Public Works staff for up to eight (8) hours. # of hours requested: \_\_\_\_\_
- Police support to set up barricades/traffic signs and direct traffic (if closing WA-162).
- 1 Dumpster (confirm dumpster size with Activities & Events Coordinator).
- 2 Standard Portable Restrooms (in addition to the 2 existing at Main City Park).
- Electricity, including 2 Spider Boxes.
- Audio/PA system (Does not include a DJ).
- Barricades/Cones/Traffic Signs (Must provide placement on map).
- Hang event banner over Washington Ave. for 2 weeks (Organizer to provide banner and fill out permit).
- Event Advertisement on City Reader Board, Website, & Social Media.

### **Section III. Process for seeking Sponsorship**

All groups seeking sponsorship must submit a written request to the Council's Community and Governmental Affairs Committee (CGA), at least 90 days prior to the date of the proposed special event. The written submission shall comply with the following:

1. The written submission can be simple, such as a brief letter along with the Special Event Application, but it must clearly define the purpose of the event, including reference to a valid municipal purpose, and who it serves. All requested services/facility use must be specified in the letter of request.
2. Any deviation at the time of the event from the use proposed in the written submission may result in the immediate termination of the City's sponsorship of the event and the event organizer being billed for city services.

3. A representative of the group must attend the CGA Committee meeting in order to answer any questions.
4. The CGA Committee will review applications prior to recommendation to the City Council for final determination by Resolution.
5. When approved, all materials distributed by the Organization pertaining to the City Sponsored event must contain the City of Orting logo.
6. An authorized representative of the group shall execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification (described in Section IV).
7. Within sixty (60) days of the City-Sponsored Event, the Group shall provide a written report and may give an additional oral report at a City Council Meeting to the City Council about the event, including but not limited to the following topics:
  - Summarize the event.
  - Answer the following: Were the event's objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
  - Reference the event's budget. Provide an analysis of actual expenses and income in relation to the projected budget.
  - Provide a good faith best-estimate of actual attendance at the event.
  - Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

#### **Section IV. Insurance & Indemnity Requirements for City-Sponsored Events**

All organizations selected to host City-Sponsored events pursuant to this policy shall execute an agreement with the City prior to the event, and said agreement shall include 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 including the 24 hours before and 24 hours after the event 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, \$2,000,000 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.

# WCIA SPECIAL EVENT TOOL KIT

NOTE: The information contained in this Tool Kit is intended for use by WCIA Members. It is reference material only, provided as general information to Members regarding special event issues. WCIA does not endorse any particular products that may be described herein. The general information provided is not legal advice. Consult your attorney prior to implementing any procedures or using any of the samples provided. Also, it is recognized that each Member will have to balance the implementation of these risk management suggestions and guidelines with its available financial resources and staffing constraints.



## WCIA SPECIAL EVENT TOOL KIT

### CONTENTS

- 1. Preface**
- 2. Types of Special Events**
- 3. Frequently Asked Questions**
- 4. Self-Audit**
- 5. Special Event Guidelines & Samples**
  - ADM.04 Special Events**
    - ADM.04.01 Sample Special Events Permit Information Sheet**
    - ADM.04.02 Sample Special Events Ordinance**
    - ADM.04.03 Sample Special Event Permit**
    - ADM.04.04 Sample Administrative Special Events Permit Processing**
- 6. Liability Resource Manual Guidelines**
  - ADM.21 Insurance & Indemnity Requirements for Contracts**
  - ADM.24 Public Invitations to Display Art**
  - ADM.28 Parades**
    - ADM.28.01 Sample Parade Permit**
    - ADM.28.02 Sample Parade Entry Information Packet**
    - ADM.28.03 Sample Parade Safety Checklist**
  - ADM.35 Beer and Wine Gardens**
  - ADM.38 Fireworks**
  - PAR.11 Facility Use agreements**
    - PAR.11.01 Sample Facility Use Application (short version)**
    - PAR.11.02 Sample Facility Use Application (medium version)**
    - PAR.11.03 Sample Facility Use Application (largest version)**
  - PAR.27 Inflatables & Amusement Rides**
  - PAR.28 Fun Run/Walks & Obstacle Course Events**
    - PAR.28.01 Sample Fun Run Risk Assessment**
  - PER.02 Volunteer Programs**
    - PER.02.01 Sample Individual Volunteer Service Agreement**
    - PER.02.02 Sample Organizational Volunteer Service Agreement**
- 7. Event Insurance Program**
- 8. Large Events**
- 9. Special Event Contract Elements**
- 10. Additional Resources**

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# WCIA SPECIAL EVENTS TOOL KIT

## OVERVIEW

This Special Events Tool Kit is intended to help WCIA Members address issues unique to special events in their communities and provide best practice recommendations and resources.

## GOALS

- Provide tools to help WCIA Members establish protocols for Member organized special events as well as those special events organized and operated by other entities, held in Member communities.
- To minimize risk exposures associated with the operation of special events and secure the risk transfer of special event losses related to events other entities operate.

## DEFINITION OF A SPECIAL EVENT

“Special Events” include any activity which is to be conducted on public property or public right-of-way; any event held on private property which would have a direct significant impact on traffic congestion, or traffic flow to and from the event over public streets or rights-of-way, or which would significantly impact the need for Member-provided emergency services, such as police, fire, or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend, or events where the attendance is by private invitation of 100 or more people, are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include but are not limited to fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, city/town heritage celebrations, shows or exhibitions, holiday festivals, circuses, block parties and fairs.

## TYPES OF EVENTS

Antiques Shows

Animal Shows

Auctions

Beer/Wine Garden

Block Parties

Carnivals/Circuses

Concerts/Music Festivals

Conventions/Exhibitions

Fashion Shows

Film/Movie Events

Fishing Derbies

Food Vendors

Gun/Knife Shows

Job Fairs

Marathons/Triathlons/5K & 10K races

Merchandise Vendors

Parades

Political Rallies

Pub Crawl

Racing (Auto, Boat, Motorcycle, Bicycle)

Scouting Jamborees

Sidewalk Sales/Street Fairs

Air Shows

Art Shows

Auto, Boat or RV Shows

Bazaar/Craft Shows

Charity Benefits/Fund Raisers

Consumer/Trade Shows

Dances

Fairs/Festivals

Firework Displays

Flower/Garden Shows

Graduation Ceremonies

Home Shows

Lectures/Seminars

National Night Out

Pageants

Parties/Celebrations

Protests/Marches

Religious Assemblies

Sporting Events/Tournaments

Swap Meets/Flea Markets

## SPECIAL EVENTS FAQs

These are real questions WCIA has received from Members. The answers are not intended to be comprehensive in nature. In many instances, there may be more to the story. The WCIA Risk Management Representatives are happy to provide more detailed analysis and recommendations.

Q - In addition to liability insurance during an event, should a city/town require a special event to have insurance for the days before and after the event, during set-up and take-down?

A – YES! It is recommended that a special event organizer have liability insurance, naming the city/town an additional insured, for the entire event, including during set-up through take-down.

Q – Does WCIA recommend a city/town require insurance for all vendor booths, including those that are just handing out flyers?

A – If the special event is being organized/operated by the city/town, WCIA recommends that all vendors that are selling products carry liability insurance and name the city/town as an additional insured. If a vendor sets up a booth to hand out flyers, depending on the set-up (no electrical cords, appliances or machines used), the city/town may choose to waive the insurance requirement.

Q – The city/town wants to allow water walking balls at its special event. What is WCIA's risk advice?

A – The Consumer Product Safety Commission has issued a safety warning about water walking balls. WCIA does not recommend their use during special events.

Q – If a permitted special event is operated by a private entity, on private property, does the city/town care if a bounce house is used?

A – Bounce houses are regulated as amusement rides by RCW 67.42 and WAC 296-403A. The city/town should require, in the special event permit, that the organizer indemnify, defend and hold the city/town harmless for anything that happens during the event, and the organizer should have liability insurance that names the city/town as an additional insured, but should leave the enforcement of the bounce house regulations and insurance to the special event organizer in this case.

Q – The city/town is organizing/operating a special event and wants to use a private business' parking lot. Should the city/town enter into an agreement between the city/town and the private property owner?

A – Yes. It is best practice to have a use agreement/contract between the private property owner and the city/town that lists, to include but not limited to, each party’s duties and responsibilities for use and maintenance. The agreement should define the “premises” and clearly indicate which entity is responsible for legal liability during the use. The city/town should inspect the premises prior to its use and request that the owner make repairs of any hazards.

Q – Should a city/town run background criminal history checks on performers who will have contact with children at a city/town organized/operated special event?

A – RCW 43.43.832-834 and RCW 35.21.920 address background (state and federal) criminal history checks for vendors who, in the course of their work, may have unsupervised access to children, persons with developmental disabilities, or vulnerable adults. The key phrase is, “...may have unsupervised access...” If the performer may have unsupervised access to children, we recommend performing a national criminal history screening pursuant to the Child and Adult Abuse Information Act.

Q – Is a community garage sale a special event?

A – It depends what the city/town ordinance defines as a special event.

Q – If the city/town “sponsors” an event, does the city’s/town’s liability coverage cover the event?

A – If the city/town is only a sponsor (has no operational responsibility), but a different entity is the organizer/operator of the event, the other entity should have its own insurance to cover the event.

Q – A non-city/town special event wants to use a drone to take photos at the event. The drone is registered with the FAA but its operator is not a business and does not have a license. Can the city/town deny the use of the drone?

A – Drones that are operated in the open air (outside) are regulated by the FAA. Cities/towns should use caution regulating drones. We recommend the city/town refer the special event organizer/operator to the FAA for information. The event permit should require the event organizer/operator to indemnify, defend and hold the city/town harmless for anything that happens during the event, in addition to requiring the organizer/operator to ensure the drone vendor has aviation liability or aircraft liability insurance, with the city/town named as an additional insured.

Q – A non-city/town operated event is going to have five-inflatables set up in a city/town park. Normally, the organizer makes sure the inflatable company has \$1,000,000 in liability insurance

and the city/town is named an additional insured. Should higher limits of insurance be required for five-inflatables?

A – Yes. It is recommended the city/town require the organizer to ensure the inflatable company has adequate insurance limits commensurate with the risk. In this case, perhaps limits not less than \$3,000,000 or \$5,000,000 each occurrence.

Q – The city/town is allowing the Chamber of Commerce to have an event that anticipates a large capacity crowd at a local park. Should the city/town require the Chamber to have increased liability insurance limits and should the Chamber be required to hire private security due to the size of the crowd?

A – For large attendance events that may reach capacity of a facility or park, the risk of something going wrong increases. It is recommended the organizer provide greater liability insurance limits. It is also recommended the city/town require the organizer to provide private security to coordinate efforts with the police department.

Q – The city/town is allowing 4 separate beer gardens at an event operated by a non-profit organization. Each beer garden will be operated by a local micro-brewery. What types and amounts of insurance should the city/town require of the non-profit organization and each brewery?

A – Because the non-profit organization is not in the business of manufacturing, distributing, furnishing, selling, or serving the beer (not “in the business”), their general liability (GL) policy should cover their liability exposure under its “host liquor liability” coverage. Because the city/town required the non-profit to ensure the city/town is an additional insured on that GL policy, the host liquor coverage should also cover the city/town’s alcohol liability exposure. Because there are 4 beer gardens, the risk of the event increases. WCIA recommends requiring general liability limits commensurate with the risk, perhaps limits not less than \$5,000,000 each occurrence. Because the micro-breweries providing and serving the beer are “in the business” of alcohol, the non-profit should require each brewery to provide GL plus Liquor Liability insurance that names the non-profit and the city/town as additional insureds on BOTH policies.

## SPECIAL EVENT AND FACILITY USE AUDIT CHECKLIST

Many special events attract large crowds which increases the potential for liability exposures. Special events often include high risk activities that could result in injuries and/or property damage to participants and attendees alike. Special events may be conducted on public property, on public right-of-way, or on private property which has a direct significant impact on traffic flow, or significantly impacts public streets or rights-of-way near the event. These events may significantly impact the need for emergency services such as police, fire or medical aid. Examples of special events include fairs/festivals, roadway foot races, fund raising runs/walks, auctions, bike-a-thons, parades, carnivals, shows, or filming/movie events, circuses, and block parties.

This document is intended to assist WCIA member agencies to conduct a self-evaluation of their special event practices and help to identify and manage risks associated with special events.

### SECTION A –GENERAL

1. Does your entity allow outside groups or individuals to use your facilities for, or to have special events involving, any of the following: *(Check all that apply)*

- |                                                    |                                                         |                                                    |
|----------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|
| 1. <input type="checkbox"/> Antique Shows          | 25. <input type="checkbox"/> Gun/Knife Show             | 48. <input type="checkbox"/> Swap Meets            |
| 2. <input type="checkbox"/> Air Shows              | 26. <input type="checkbox"/> Home Shows                 | 49. <input type="checkbox"/> Weddings & Receptions |
| 3. <input type="checkbox"/> Art Shows              | 27. <input type="checkbox"/> Inflatables                | 50. <input type="checkbox"/> Other (Please List)   |
| 4. <input type="checkbox"/> Auctions               | 28. <input type="checkbox"/> Instructional Classes      |                                                    |
| 5. <input type="checkbox"/> Auto/Boat/RV shows     | 29. <input type="checkbox"/> Job Fairs                  |                                                    |
| 6. <input type="checkbox"/> Banquets/Luncheons     | 30. <input type="checkbox"/> Lectures/Seminars          |                                                    |
| 7. <input type="checkbox"/> Bazaars/ Craft Shows   | 31. <input type="checkbox"/> Organized Tours            |                                                    |
| 8. <input type="checkbox"/> Alcohol sales          | 32. <input type="checkbox"/> Overnight Camping          |                                                    |
| 9. <input type="checkbox"/> Block Parties          | 33. <input type="checkbox"/> Pageants                   |                                                    |
| 10. <input type="checkbox"/> Carnivals             | 34. <input type="checkbox"/> Parades                    |                                                    |
| 11. <input type="checkbox"/> Chainsaw Carving      | 35. <input type="checkbox"/> Parties/Celebrations       |                                                    |
| 12. <input type="checkbox"/> Charity Benefits      | 36. <input type="checkbox"/> Picnic Grounds             |                                                    |
| 13. <input type="checkbox"/> Circuses              | 37. <input type="checkbox"/> Political Rallies          |                                                    |
| 14. <input type="checkbox"/> Concerts              | 38. <input type="checkbox"/> Pools/Lakes                |                                                    |
| 15. <input type="checkbox"/> Consumer Shows        | 39. <input type="checkbox"/> Footraces/Marathons        |                                                    |
| 16. <input type="checkbox"/> Convention/Exhibition | 40. <input type="checkbox"/> Car/Cycle/Boat Races       |                                                    |
| 17. <input type="checkbox"/> Dinner Theaters/Plays | 41. <input type="checkbox"/> BMX facility               |                                                    |
| 18. <input type="checkbox"/> Animal Shows          | 42. <input type="checkbox"/> Religions Assemblies       |                                                    |
| 19. <input type="checkbox"/> Fashion Shows         | 43. <input type="checkbox"/> Reunions                   |                                                    |
| 20. <input type="checkbox"/> Festivals             | 44. <input type="checkbox"/> Scouting Jamborees         |                                                    |
| 21. <input type="checkbox"/> Filming/Movie Events  | 45. <input type="checkbox"/> Sidewalk sales/Street fair |                                                    |
| 22. <input type="checkbox"/> Flower/Garden Shows   | 46. <input type="checkbox"/> Skate park                 |                                                    |
| 23. <input type="checkbox"/> Food Concessions      | 47. <input type="checkbox"/> Sporting Events            |                                                    |
| 24. <input type="checkbox"/> Graduation Ceremony   |                                                         |                                                    |

2. a. Do you have written rules or policies addressing the “**type of use**” permitted in your facility? Yes No

b. Do you have written rules or policies addressing the “**type of user**” permitted to use your facility? Yes No

COMMENTS:

3. a. Do you utilize a written Facility Use Agreement? Yes No

b. If no, please describe how facility use is handled within your organization:

4. Does your Facility Use Agreement include language that requires the Member be held harmless, defended, indemnified? Yes No N/A

COMMENTS:

5. a. Do your agreements or policies identify which user groups/activities (e.g., high risk or long-term use) must provide liability insurance, naming the Member as an additional insured? Yes No

b. Do you require a certificate of insurance? Yes No

c. Do you require that your Organization be named as an Additional Insured? Yes No

COMMENTS:

6. a. Are the coordination, planning and scheduling of facility use centralized within your organization? Yes No

b. If yes, who is responsible for reviewing and approving the application and/or permit, co-ordination and scheduling for the use of the Member’s facility?

Name Department & Title

Name Department & Title

Name Department & Title

c. If no, how is the coordination and scheduling for the use of your facilities handled?

7. a. Are fees charged for the use of your facility? Yes No Sometimes

b. If yes or sometimes, are there written criteria established for charging a fee for the use of your facility? Yes No



- c.** If no, please describe how fees are determined
- d.** Are deposits required?  Yes  No
- e.** If yes, is the same deposit amount charged to all users?  Yes  No
- f.** If the amount of the deposit differs for certain types of users please describe the process:
- g.** Are deposits refundable?  Yes  No  
COMMENTS:
- 8.** **a.** Are the premises inspected for safety and maintenance prior to and after each event?  Yes  No
- b.** Is a checklist utilized indicating what was inspected and any needed maintenance before and after event/use?  Yes  No
- c.** Who conducts the inspections?  Member  User  Both  
COMMENTS:
- 9.** **a.** Who is responsible for site preparation, set up and configuration for events held at your facilities?  Member  User  Both
- b.** If the User is responsible for site preparation, set up and configuration for events does the Member provide instructions for Users?  Yes  No  
COMMENTS:
- 10.** **a.** Do you allow alcohol to be sold and/or consumed at your facility?  Yes  No
- b.** If alcohol is allowed, does this include Member sponsored events?  Yes  No
- c.** If alcohol is allowed, does this include Tenant/User events?  Yes  No
- e.** If alcohol is allowed, do you require the user to have liability insurance?  Yes  No
- d.** If alcohol is allowed and involves people who are in the business of manufacturing, distributing, selling, furnishing or serving alcohol, do you require additional liquor liability insurance coverage?  Yes  No  
COMMENTS:
- 11.** **a.** Do you allow athletic events to be held at your facilities?  Yes  No

b. If yes, please indicate all that apply  Indoor  Outdoor

c. Do you sponsor any of these these events?  Sometimes  Yes  No

d. If a group or individual is sponsoring the athletic event do you require insurance?  Yes  No

e. If yes, do you require the following from the group/individual?  
(Check all that apply)

- Participant Waivers
- Indemnification
- Hold Harmless
- Defense
- Liability Insurance, minimum \$1MIL each occurrence, \$2MIL aggregate
- Participant Liability Coverage, \$1MIL
- Certificate of Insurance
- Endorsement CG 20 26 naming Member as an Additional Insured

COMMENTS:

12. a. Do you require a Special Event Permit or authorization for any event where it will significantly impact public sidewalks or roadways? (This includes parks, public places or on private property)  Yes  No

b. If no, please describe how this impact is handled:

13. a. As a WCIA Member do you organize/operate or co-organize/operate Special Events?  Yes  No

b. If yes, please list the special events you organize/operate or co-organize/operate along with the month and approximate number of attendees:

EVENT NAME	DATE OF EVENT (MONTH)	APPROX. NUMBER OF ATTENDEES

14. For "co-organized/operated events" does your organization take an active organizing/managing role with regard to planning and implementation of the event?  Yes  No  
Please describe the process

15. a. Do you require that each vendor participating in a Member organized/operated special event have a written contract/agreement

with the Member?

Yes  No

**b.** If no, please describe how vendors are handled with regard to a special event:

**16. a.** Is each vendor at a Member organized/operated special event required to provide evidence of liability insurance?

Yes  No  N/A

**b.** If yes, do you require a certificate of insurance and amendatory endorsement that names the Member as an additional insured?  
COMMENTS:

Yes  No

**17.** Does your Special Events policy/ordinance provide protection under the First & Fourteenth Amendments for any event involving political or religious activity intended primarily for the communication or expression of ideas?

Yes  No  N/A

COMMENTS:

**18.** Are you aware that WCIA's general liability coverage only extends to Member operations and that coverage **cannot** be extended to a separate organization/individual?

Yes  No

**19.** Are you familiar with the Tennant User Liability Insurance Policy (Event insurance) for groups/individuals that organize/operate special events or use Member facilities, that is available through the WCIA website?

Yes  No

**20.** Have you had occasion to refer interested parties to Event insurance?

Yes  No

**21.** Have you notified WCIA of all the Member owned/leased locations available for the public's use?

Yes  No

**22. a.** Do you require Special Event insurance for tenant/users who will be serving alcohol?

Yes  No  N/A

**b.** Are you aware that the Special Event Liquor Liability coverage offered by Event insurance carries an additional premium?  
COMMENTS:

Yes  No

**23.** Are you aware that not all activities and/or events qualify for Event insurance coverage and do require completion of an application and pre-approval?  
COMMENTS:

Yes  No  N/A

**NOTE: Due to the many possible unique exposures related to Special Events, WCIA has identified some specific areas associated with those events that we feel require additional attention. The following sections are intended to address those exposures and to help identify or invoke discussion on some of the controls that may be available to Members.**

## **SECTION B – EMERGENCY PLANNING**

1. Are written emergency plans required for special events?  Yes  No  
COMMENTS:

2. Are the emergency plans reviewed with key event personnel, volunteers, sponsors and emergency personnel?  Yes  No  
COMMENTS:

3. Are local police and fire departments and ambulance services included in the emergency planning process?  Yes  No  N/A  
COMMENTS:

4. a. Are plans developed to insure adequate exits, aisles, and walkways for participants and attendees during special events?  Yes  No

b. Are means of access and egress of emergency vehicles developed for special events?  Yes  No

COMMENTS:

5. Does your emergency plan include provisions for foreseeable incidents such as the following? (*Check all that apply*)

- |                                                   |                                                             |
|---------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Bomb threat              | <input type="checkbox"/> Riots                              |
| <input type="checkbox"/> Alcohol Related Problems | <input type="checkbox"/> Fire                               |
| <input type="checkbox"/> Gangs                    | <input type="checkbox"/> Demonstrations                     |
| <input type="checkbox"/> Vandalism                | <input type="checkbox"/> Robbery                            |
| <input type="checkbox"/> Parking Problems         | <input type="checkbox"/> Mass Injury (incl. active shooter) |
| <input type="checkbox"/> Crowd Control            | <input type="checkbox"/> Emergency Evacuations              |

### **SECTION C - MEDICAL & FIRST AID**

1. a. Do your plans for medical and first aid response take into consideration and identify the type of facility usage, activities and crowd?  Yes  No  N/A

b. If yes, please describe the identification and assessment process.

2. Do written medical treatment and/or evacuation plans exist for minor and major incidents?  Yes  No  
COMMENTS:

3. For large events which could result in mass injuries, does your organization utilize an incident command system?  Yes  No  N/A  
COMMENTS:

4. Are maps or diagrams made available to medical personnel for responding to injuries and illnesses?  Yes  No  N/A  
COMMENTS:

5. a. Are first aid stations required for special events?  Yes  No  N/A
- b. If yes, is information regarding first aid stations included on promotional maps or literature?  Yes  No  N/A
6. If first aid stations are required, are they staffed by people who have valid certifications for first aid and CPR?  
COMMENTS:  Yes  No  N/A
7. Have landing sites been identified if a helicopter emergency evacuation is necessary?  
COMMENTS:  Yes  No

**SECTION D - PARKING & TRAFFIC CONTROL**

1. When a special event occurs, is the number of parking spaces needed estimated?  
(NOTE: This can be done by dividing the estimated number of expected attendance by 2.0 to 2.5 people per car)  
COMMENTS:  Yes  No  N/A
2. Is consideration given to pedestrian walkways, traffic patterns and emergency access?  
COMMENTS:  Yes  No  N/A
3. Is parking for emergency vehicles established at predetermined sites?  
COMMENTS:  Yes  No  N/A
4. a. Is security provided for parking lots and walking areas?  Yes  No
- b. If yes, is the security provided by? (Check all that apply)  
COMMENTS:  Member  Event Organizer
5. If applicable, is adequate designated parking established for staff, VIP's, media, buses and service vehicles?  
COMMENTS:  Yes  No  N/A
6. a. Do you have contracts/agreements for the use of parking lots owned by others?  Yes  No
- b. If yes, do they address liability, indemnify, insurance, cleanup and security responsibilities?  Yes  No
- c. Do contracts/agreements exist for the use of Member parking lots by others?  Yes  No
- d. If yes, do they address liability, indemnify, insurance,

cleanup and security responsibilities?

Yes  No

COMMENTS:

7. a. If event parking may overflow into public streets, does your special event permit process require prior notification to affected neighborhoods or property owners?

Yes  No

b. Describe how notification is made:

8. a. Is traffic flow for special events arranged so that it does not impede normal traffic movement?

Yes  No

b. Does your permit process require that police or certified flaggers are utilized for directing of traffic?

Yes  No

COMMENTS:

c. Are persons directing traffic/parking required to be equipped with reflective vests?

Yes  No

d. Are flashlights required for nighttime traffic control/parking activities?

Yes  No

COMMENTS:

9. a. Will vehicles be towed if they are in violation of parking rules?

Yes  No

b. If yes, are written policies established and signs conspicuously posted prior to the event?

Yes  No

COMMENTS:

10. a. Are there any restrictions regarding outdoor cooking, alcohol/marijuana consumption and parties in areas where recreational vehicles may stay before and after an event?

Yes  No

b. If yes, please describe restrictions:

c. Describe how restrictions are enforced:

### **SECTION E - SANITATION**

1. Are special events evaluated to determine sanitation needs (i.e., portable toilets/garbage cans)?

Yes  No

COMMENTS:

2. Are written procedures and schedules established before, during and after an event for proper maintenance of portable toilets and refuse collection?

Yes  No

COMMENTS:

3. If sanitation activities are contracted out, are contracts established with the organization providing the services?

Yes  No

COMMENTS:

**SECTION F - SITE SAFETY**

1. a. Are areas to be utilized for a special event inspected prior to that event to detect and eliminate unsafe conditions?  Yes  No

b. If yes, who performs the inspections?  Member  User  Both  
COMMENTS:

2. Are Member personnel/staff available during special events to evaluate and address unsafe conditions?  Yes  No

COMMENT:

3. Are well placed and visible signs used to mark the following? (Check all that apply)

- |                                             |                                             |
|---------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> First aid stations | <input type="checkbox"/> Vehicle directions |
| <input type="checkbox"/> Information areas  | <input type="checkbox"/> Parking areas      |
| <input type="checkbox"/> Restrooms          | <input type="checkbox"/> Restricted areas   |
| <input type="checkbox"/> Food services      | <input type="checkbox"/> Security offices   |

COMMENTS:

4. Are checks performed for adequate amounts and types of fire fighting equipment (e.g. fire extinguishers, hydrants, etc.)?  Yes  No

COMMENTS:

5. a. Is maximum occupancy capacity determined for the facilities to be used?  Yes  No

b. Are maximum occupancy capacity signs posted?  Yes  No

c. Please describe how the maximum occupancy capacity is enforced:

6. Are checks performed to ensure that temporary structures and event activities are kept clear of overhead power lines?  Yes  No  N/A

COMMENTS:

7. Are walking surfaces checked to be sure they are free from obvious fall hazards such as holes, guy wires, cords, uneven surfaces, etc.?  Yes  No

COMMENTS:

8. a. If portable bleachers are utilized, are they installed by a qualified person?  Yes  No  N/A

b. Are bleachers inspected prior to each use?  Yes  No  N/A

c. Who performs the inspections?  Member  User  Both

d. Are the bleachers inspected by a qualified engineer in accordance with the National Fire Protection Association (NFPA)?

COMMENTS:

9. Have the following activities and schedules been established at restrooms, food service areas and other locations that may apply to the Special Event?

(Please check all that apply)

Sweeping

Mopping

Emptying trash

Disinfecting

Restocking

Snow and/or ice removal

Other (Please specify)

### **SECTION G - ANIMALS**

1. Are local and state ordinances checked regarding leash and animal enclosure laws?

Yes  No

COMMENTS:

2. a. Are pets (dogs, cats, etc.) allowed into event areas?

Yes  No

b. Are service animals allowed to accompany their owners into event areas?

Yes  No

COMMENTS:

3. a. Will special events be allowed during which attendees will be interacting with animals such as petting, feeding or riding?

Yes  No

b. If yes, are safety precautions assessed?

Yes  No  N/A

c. If yes, are food preparation and service areas required to be located away from the areas where the animals will be kept?

Yes  No  N/A

d. If yes, is a hand washing station provided?

e. If yes, are provisions made for feeding, clean up and other animal needs?

Yes  No  N/A

COMMENTS:

### **SECTION H - FOOD SERVICE**

1. Will food service activities be allowed?

Yes  No

COMMENTS:

2. a. Is insurance required for all food vendors?

Yes  No

b. Is a Certificate of Insurance required for all food vendors?

Yes  No

c. Do you require that your entity be named as an additional insured?

Yes  No



COMMENTS:

3. Are food and beverage service worker permits required per RCW 69.06.045?  Yes  No  
COMMENTS:
4. Are adequate hand-washing facilities required and available?  Yes  No  
COMMENTS:
5. Are notices of proper hand washing requirements posted?  Yes  No  N/A  
COMMENTS:
6. Does your Food Vendor Permit Process require Fire Department inspection if outdoor cooking with open flame is allowed?  Yes  No  
COMMENTS:

**SECTION I - DISABLED PERSONS ACCESS**

1. a. Is designated handicapped parking (with ramps if needed) provided at the sites?  Yes  No  
b. Is access to these areas permitted only with handicapped parking stickers or tags?  Yes  No  
COMMENTS:
2. Are accessible routes of travel in buildings at least 36" wide with doorways having at least 32" of clear opening?  Yes  No  
COMMENTS:
3. Are other areas such as restrooms and water fountains accessible for persons utilizing wheelchairs?  Yes  No  
COMMENTS:
4. Have special emergency procedures been considered for evacuating persons with disabilities?  Yes  No  
COMMENTS:

**SECTION J - FIREWORKS**

1. Are fireworks permitted?  Yes  No  
COMMENTS:
2. Do you require that only a licensed pyrotechnician operate the display?  Yes  No  N/A  
COMMENTS:
3. a. Are display operators required to carry appropriate

insurance coverage with limits of at least \$1,000,000 (one million dollars) per occurrence?

Yes  No  N/A

**b.** Are display operators required to indemnify, defend and hold the Member harmless for liability from firework displays?

Yes  No  N/A

**c.** Are the display operators required to name the Member as an additional insured on the display operator's insurance policy?

Yes  No  N/A

COMMENTS:

- 4.** Are the following sites inspected both before and after a display for potential fire hazards and other unsafe conditions?

**(Check all that apply)**

Discharge Site

Landing Areas

Spectator Viewing Areas

Parking Areas

- 5.** Are spectators, vehicles and combustible materials located away from discharge/landing areas during the display?

Yes  No  N/A

COMMENTS:

**SECTION K-HIGH RISK EXPOSURE EVENTS**

- 1.** Do you allow special events over or near a body of water?

Yes  No  N/A

COMMENTS:

- 2.** Do you allow events with large crowds, relative to the capacity of the venue?

Yes  No  N/A

COMMENTS:

- 3.** Do you allow alcohol consumption at events, i.e., beer/wine gardens, pub crawls?

Yes  No  N/A

COMMENTS:

- 4.** Do you allow other high exposure events or event activities/features? Please list.

Yes  No  N/A

COMMENTS:

5. Do you consider requiring event organizers to have higher limits of liability insurance commensurate to the risks of the event or event activities/features? Please give examples.

Yes  No  N/A

COMMENTS:

6. Do you consider requiring an increased number of professional security officers at high exposure events?

Yes  No  N/A

COMMENTS:

**ADM.04**  
**SPECIAL EVENTS**

Issued: 01/1988

Revised: 02/2018

Revised: 03/2023

**POSSIBLE EXPOSURES:**

Special events present a number of unique circumstances that increase the possibility of risk to the Member. Special events may attract large crowds and some may have high risk activities that could result in injuries and/or property damage to participants and spectators.

In addition, a right of assembly exists under the First and Fourteenth Amendments to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Failing to recognize constitutional protections may result in violation of individuals' rights under the state and/or federal constitution.

**RECOMMENDED CONTROLS:**

**Ordinance and Application Process**

Adopt and enforce a formal application or permit process and ordinance for all special events which use or impact Member property, rights-of-way, personnel, and/or facilities. The Special event application or permit process and ordinance should address, but not be limited to, the following:

1. Types of events and allowed activities
2. Definitions
3. When a permit is required
4. When a permit is not required
5. Grounds for denial of applications
6. Permit conditions
7. Safety plan required
8. Appeal procedure
9. Indemnification agreement
10. Insurance requirements
11. Member services required and fees
12. Clean-up responsibilities
13. Exemptions from fees, indemnification agreement, and insurance
14. Revocation of permits
15. Violations – penalty
16. Savings clause (in ordinance only)
17. Large event special considerations

**Member Controlled Events**

If the Member wishes to “sponsor” (more than just a financial contribution), operate, or organize an event, the Member should take active management control over all phases of planning and implementation. It should be a Member supervised, organized, and run event. Each vendor should have a contract with the Member and be required to indemnify, defend and hold the Member harmless and to provide evidence of occurrence-based liability insurance and endorsement naming the Member as an additional insured. The vendor’s liability insurance should be in the form, types, and limits of coverage specified in the contract between the Member and the vendor.

### **Outside Organization Controlled Events**

It is preferred that an outside organization plan, implement, supervise and operate an event, thus transferring the risk from the Member to the organization. For any such events that would be held on the Member’s property, right-of-way, or facility, the Member should enter into a contract with the event organizer, which outlines each parties’ responsibilities and contains a requirement that the organizer indemnify, defend and hold the Member harmless. The contract should also require appropriate types and limits of occurrence-based liability insurance, naming the Member as an additional insured.

The Member’s liability coverage only extends to Member operations. As WCIA is a self-insured risk pool, coverage cannot be provided to non-Members. For information on a possible option of special events insurance coverage for non-Member operated events, please refer to Event Insurance through the link on the WCIA website, [www.wciapool.org](http://www.wciapool.org).

### **First and Fourteenth Amendments**

Events protected by the First and Fourteenth Amendments must be handled in a content neutral fashion. The Member cannot grant or reject permits on the basis of the content of the expression or its popularity, or lack thereof, with the public. In addition, the Member may need to waive fees for the use of its services in arranging and supporting the event, and possibly waive insurance requirements. Different rules and procedures may therefore apply to these special events. Members should consult with the Member’s city/town attorney.

### **Large Events**

WCIA recommends special consideration is given to special events that will attract capacity crowds of participants/visitors or that involve high risk activities such as pyrotechnic displays, service of alcohol, or activities taking place on, in or near bodies of water. FEMA has developed guidance and tools relating to large event planning and safety. The following are specific links to the FEMA materials:

FEMA Links

[FEMA - Emergency Management Institute \(EMI\) Course | IS-15.B: Special Events Contingency Planning for Public Safety Agencies](#)

[Pre-Event Planning Checklist](#) guidance

[Check List](#)

## [Special Event Security Planning and Management](#)

Please contact your WCIA risk management representative to discuss specific risk control or risk transfer measures, including sufficient insurance types and limits.

### **Drones**

For information about drone use during special events, please see [ADM.40](#) Unmanned Aircraft System

ALSO SEE:

[ADM.04.01 Sample Special Event Permit Information Sheet](#)

[ADM.04.02 Sample Special Event Ordinance](#)

[ADM.04.03 Sample Special Event Permit](#)

[ADM.04.04 Sample Administrative Regulations for Special Events Permit Processing](#)

**ADM.04.01**  
**SAMPLE SPECIAL EVENTS**  
**PERMIT INFORMATION SHEET**

Revised: 04/2002

Revised: 02/2018

Revised: 3/2023

**City/Town of \_\_\_\_\_**

**WHAT IS A “SPECIAL EVENT”?**

“Special Event” means the following:

1. Any organized formation, parade, procession or assembly consisting of persons, animals, vehicles or any combination thereof, traveling in unison and with a common purpose upon any public street, highway, alley, sidewalk or other public way which does not comply with normal and usual traffic regulations or controls; or
2. Any organized assemblage of 100 or more persons at any public beach or public park which is to gather for a common purpose under the direction and control of a responsible person or agency; or
3. Any other organized activity or set of activities open to the public conducted by an individual, group or entity for a common or collective use or benefit and which involves the use of public facilities or rights-of-way and the possible or necessary provision of City/Town services ancillary thereto.

“Special events” include any event which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way which would significantly impact public streets or rights-of-way near the event, or, which would significantly impact the need for City/Town-provided emergency services such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events may include, but are not limited to, fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, City/Town heritage celebrations, holiday festivals, shows or exhibitions, circuses, block parties and fairs.

“Special Events protected under the First and Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

**WHY IS A PERMIT REQUIRED FOR A SPECIAL EVENT?**

1. To assure that an activity meets legal requirements of the use of public property or public rights-of-way.
2. To enable the City/Town to ensure that adequate services such as public safety, traffic control, and sanitation are scheduled.
3. To alert the City/Town to any unusual event elements which should be known to the providers of the emergency services.

### **HOW IS A SPECIAL EVENT PERMIT OBTAINED?**

1. Obtain the permit application form from City/Town Hall (*address*), (*phone number*), (*website*).

Submit the completed application to City/Town. The permit application should be submitted to City/Town a minimum of 60 days in advance of the proposed special event.

### **HOW MUCH WILL A SPECIAL EVENT PERMIT COST OVERALL?**

This depends on the type and elements of the special event. Special events protected by the First and Fourteenth Amendments of the United States Constitution shall be exempt from fees. All other special events will require a non-refundable application fee, and costs associated with special City/Town services necessary for public health, safety and staff time, which will be identified through the application review process. For example, additional fees may be required to provide traffic control, emergency services, sanitation, etc.

### **WHEN ARE FEES DUE?**

All fees are due prior to issuance of the permit unless otherwise provided in the conditions of approval.

### **IS INSURANCE REQUIRED?**

General liability (GL) insurance, written on an occurrence-based form at least as broad as ISO form CG 00 01, with the City/Town named as an additional insured on the policy for the duration of the special event, including set up and tear down, is required for every special event. Amounts and additional types of insurance will be determined, at the City/Town's discretion, based on the risks associated with the event (no less than \$1,000,000 per occurrence). Proof of insurance is required at least two-weeks prior to the event, by providing the City/Town with a Certificate of Insurance along with additional insured endorsement at least as broad as ISO form CG 20 26 naming the City/Town as an additional insured.



## **OTHER PERMIT CONSIDERATIONS.**

Depending on the scope of the special event proposal, the applicant may be required to make arrangements for notification to affected businesses and residences, submit a separate parade permit, create a safety plan, and/or arrange for items such as vendor contracts/requirements, sanitation facilities, barricades, electrical inspections (by the State Department of Labor & Industries and/or fire marshal), county health department inspections, applicable licensing requirements, first aid stations, traffic control, etc. City/Town staff will assist in identifying these needs. However, the applicant has sole responsibility for obtaining required permits and licenses and complying with the City's/Town's special events ordinance. Large and/or high-risk events may, in the City/Town's discretion, require additional types of insurance and/or higher insurance limits and the implementation of additional controls.

## **WHAT ARE THE REASONS FOR DENYING SPECIAL EVENT PERMITS?**

Permits for special events protected under the First and Fourteenth Amendment are subject to reasonable exercise of public control or limitation based upon conduct impacting public health, safety, morality, and welfare. For all other permits, applications will be denied if the proposed activity disrupts traffic beyond practical solution, interferes with access to fire stations, fire hydrants or other public safety access, causes undue hardship to surrounding residences or businesses, requires the diversion of so many public employees that service is denied the public at large, endangers the public health, safety or welfare, interferes with scheduled construction, a different event is already scheduled for the same dates, the applicant fails to provide complete and accurate information or comply with the terms of the permit, is unlawful or fails to comply with applicable legal requirements.

## **IS THERE AN APPEAL PROCESS FOR A DENIED PERMIT?**

Appealing the denial of a special event permit can be made to the City/Town Council by filing written Notice of Intent to Appeal within three (3) business days of notification of denial of permit.

For further information, contact City/Town Hall at (*phone number*).

**ADM.04.02**  
**SAMPLE SPECIAL EVENTS ORDINANCE**

Revised: 04/2002

Revised: 02/2018

Revised: 03/2023

ORDINANCE NO. \*\*\*\*\*  
AN ORDINANCE OF THE CITY/TOWN OF \_\_\_\_\_  
AMENDING CITY/TOWN MUNICIPAL CODE  
RELATING TO BUSINESS LICENSES AND REGULATIONS

**NOW, THEREFORE, THE CITY/TOWN COUNCIL OF THE CITY/TOWN OF \_\_\_\_\_ DOES ORDAIN AS FOLLOWS:**

Section 1. In order to preserve the general health, safety and welfare of all the public, there is added to the City/Town Municipal Code a new chapter, **\*.\*\***, which shall read as follows:

CHAPTER **\*.\*\***

**PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS**

Sections:

\*\*\*\*\*

**DEFINITIONS**

- A. "Special Events" include any activity which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way which would significantly impact public streets or rights-of-way near the event, or which would significantly impact the need for City/Town-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but are not limited to, fun runs/walks, athletic competitions, bike-a-thons, , parades, carnivals, city/town heritage celebrations, holiday festivals, shows or exhibitions, circuses, block parties and fairs.
- B. "Special Events protected under the First and Fourteenth Amendments" include any event involving political or religious activity intended primarily for the communication or expression of ideas.

- C. “Use” shall mean to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place, any building, structure, sign, equipment or scaffolding, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the City/Town, including a use related to special events.

### **PERMIT REQUIRED**

A special event permit or authorization from the City/Town is required for any event in a park, public place or on private property where it will significantly impact public sidewalks, roadways or services. A safety plan is required to be submitted with a special event permit. Such special event permit and safety plan shall be in addition to any street or park use, or other regular permits as may be required by ordinance.

When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

A special event permit may **not** be required for the following:

- A. Funeral and wedding processions;
- B. Groups required by law to be so assembled;
- C. Gatherings of 30 or fewer people in a City/Town park, unless merchandise or services are offered for sale or trade;
- D. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;
- E. Garage sales and rummage sales;
- F. The exhibition of films or motion pictures; or
- G. Other similar events and activities which do not directly affect or use City/Town services or right-of-way property.

Any person desiring to operate/organize a parade, athletic event or special event should apply for a special event permit by filing an application with the City/Town at least sixty (60) days prior to the date on which the event is to occur. A separate parade permit may be required in addition to a special event permit.

Waiver of Application Deadline: Upon a showing of good cause or at the discretion of the City/Town, the City/Town shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other City/Town services for the event. Good cause can be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and the event is for the purpose of exercising rights under the First and/or Fourteenth Amendments of the United States Constitution.

## **GROUND FOR DENIAL OF APPLICATION**

The City/Town may deny an application for a special event permit if:

- A. The applicant provides false or misleading information;
- B. The applicant fails to complete the application or to supply other required information or documents or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
- C. The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;
- D. The proposed event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public; or
- E. There are not sufficient safety personnel or other necessary City/Town staff to accommodate the event.

In the event subsection C or D, above applies, the City/Town shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

## **PERMIT CONDITIONS**

The City/Town may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. The following conditions apply to all special event permits:

- A. Alteration of the time, place and manner of the event proposed on the event application;
- B. Conditions concerning the area of assembly and disbanding of an event occurring along a route; and
- C. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or right-of-way.

Conditions on special event permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:

- D. Requirements for the use of traffic cones or barricades;
- E. Requirements for the provision of first aid or sanitary facilities;
- F. Requirements for use of event monitors and providing notice of permit conditions to event participants;
- G. Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety;
- H. Compliance with animal protection ordinances and laws;
- I. Requirements for use of garbage containers, cleanup, and restoration of City/Town property;
- J. Restrictions on the use of amplified sound and compliance with noise ordinance, regulations and laws;
- K. Notice to residents and/or businesses regarding any activity which would require a street closure;
- L. Restrictions on the sale and/or consumption of alcohol;
- M. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability risk to the City/Town;
- N. Requirements regarding the use of City/Town personnel and equipment;
- O. Compliance with any other applicable federal, state or local law or regulation;
- P. Payment of special event fees as stated in section “**FEES FOR CITY/TOWN SERVICES**”; and
- Q. Provide evidence of liability insurance and additional insured endorsement naming the City/Town as an additional insured.

## **APPEAL PROCEDURE**

The applicant/organization shall have the right to appeal the denial of a permit or a permit condition. The applicant shall also have the right to appeal the amount of fees or clean-up

deposits imposed pursuant to section **FEEES FOR CITY/TOWN SERVICES and CLEANUP DEPOSITS**, or a determination by the City/Town that the applicant's insurance does not comply with the requirements specified in the permit. A written Notice of Appeal shall be filed with the City/Town Council within three (3) business days after receipt or personal delivery of a notice of denial or permit conditions from the City/Town. The written Notice of Appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The City/Town Council shall hear the appeal on the record provided from the designated City/Town official and upon public comment given at the scheduled hearing before the Council. The hearing shall be scheduled no later than thirty (30) days after receipt of a timely and proper Notice of Appeal. Public comment at the appeal hearing shall be limited to three (3) minutes per individual and fifteen (15) minutes each for appellant and City/Town respondent. The decision of the City/Town Council is final.

If the applicant's reason for appeal includes allegations of Constitutional Amendment violations, the issue will be heard by a hearing examiner instead of the City/Town Council.

If there is insufficient time for a timely appeal to be heard by the City/Town Council prior to the date on which the event is scheduled, the applicant may, at its own option, request that the designated City/Town official schedule the appeal before the Mayor/City/Town Manager/City/Town Administrator or designee. The Mayor/City/Town Manager/City/Town Administrator or designee shall hold a hearing no later than five (5) business days after the filing of the appeal and will render a decision no later than one (1) business day after hearing the appeal. If the appeal is requested and heard before the Mayor/City/Town Manager/City/Town Administrator or designee, the Mayor's/City/Town Manager's/City/Town Administrator or designee's decision is final. There is no further appeal to the City/Town Council.

## **FEEES, INDEMNIFICATION AGREEMENT AND INSURANCE**

No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendment to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event, the extent of commercial activity, such as the sales of food, goods, and services, product advertising or promotion, or other business participation in the event, the use or application of any funds raised, if part of any annual tradition or series, previous events in the sequence, and the public perception of the event.

## **INDEMNIFICATION AGREEMENT**

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the organization must agree to reimburse the City/Town for any costs incurred by it in repairing damage to City/Town property. The applicant/organization agrees to

indemnify, defend and hold the City/Town, its officers, employees, volunteers and agents harmless from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the City's/Town's sole negligence.

## **INSURANCE**

The types and amounts of insurance required shall be determined by the City/Town and based on the risk exposure of the event (liability limit requirement will be at least \$1,000,000 per occurrence), for all events not protected under the First and Fourteenth Amendments of the U.S. Constitution.

The Public Works Director/City/Town Manager/Risk Manager is authorized and directed to require written proof of such insurance prior to permit issuance. A general liability insurance policy shall be written on an occurrence form, shall name the City/Town as an additional insured using an endorsement at least as broad as ISO additional endorsement form CG 20 26, shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period not less than twenty-four (24) hours following the completion of the event, or for the entire period of set up and tear down, whichever is longer. The applicant shall provide the City/Town and all additional insureds for this event with written notice of any policy cancellation within two business days of their receipt of such notice.

## **FEES FOR CITY/TOWN SERVICES**

- A. Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the Risk Manager should provide the applicant with a statement of the estimated cost of providing City/Town personnel and equipment. The applicant/organization of the event should be required to prepay these estimated costs for City/Town services and equipment ten (10) days prior to the special event. City/Town services and equipment may include the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required City/Town services and the cost of operating the equipment to provide such services.
- B. If the actual cost for City/Town services and equipment on the date (s) of the event is less than the estimated cost, the applicant/organization will be refunded the difference by the City/Town in a timely manner. If the actual cost for City/Town services and equipment on the date(s) of the event is greater than the estimated cost, the applicant/organization will be billed for the difference.
- C. Permit fees and fees for the use of City/Town services and equipment may be waived in part or in full by the City/Town if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of City/Town

funds without reimbursement by the applicant/organization and would not result in the private financial gain of any individual or “for profit” entity.

### **CLEANUP DEPOSITS**

The applicant/organization of an event, not protected under the First and Fourteenth Amendments of the U.S. Constitution, involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for cleanup, may be required to provide a cleanup deposit prior to the issuance of a special event permit.

The cleanup deposit may be refunded after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

If the property used for the event has not been properly cleaned or restored, the applicant/organization shall be billed for the actual cost by the City/Town for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

### **REVOCAION OF PERMITS**

Any permit issued under this ordinance may be summarily revoked by the City/Town at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the City/Town determines the safety of the public or property requires such immediate revocation. The City/Town may also summarily revoke any permit issued pursuant to this ordinance if the City/Town finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application.

### **VIOLATION – PENALTY**

- A. It shall be unlawful for any person to operate or conduct a special event requiring a special event permit pursuant to this ordinance unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the organizer/operator of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.
- B. The special event permit authorizes the permittee/organizer to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/organizer to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.



- C. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine of not more than five hundred dollars or by imprisonment of not more than ninety days, or both such fine and imprisonment.

#### **SAVINGS CLAUSE**

If any section, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**ADM.04.03**  
**SAMPLE SPECIAL EVENT PERMIT**

Revised: 04/2002  
Revised: 02/2018  
Revised: 03/2023

City/Town of \_\_\_\_\_

**APPLICATION INFORMATION:**

Please check the event type:

- |                                                |                                                                     |
|------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> <b>Athletic Event</b> | <input type="checkbox"/> <b>Marina Event</b>                        |
| <input type="checkbox"/> <b>Noise Permit</b>   | <input type="checkbox"/> <b>Park Event</b>                          |
| <input type="checkbox"/> <b>Car Show</b>       | <input type="checkbox"/> <b>Parade (Additional permit required)</b> |
| <input type="checkbox"/> <b>Festival</b>       | <input type="checkbox"/> <b>Other</b>                               |

**Name of Event** \_\_\_\_\_

Name of Applicant/Organization: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: Daytime: \_\_\_\_\_ Work: \_\_\_\_\_ Email: \_\_\_\_\_

Additional Authorized Individuals: \_\_\_\_\_

Phone Number: Daytime: \_\_\_\_\_ Work: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: Daytime: \_\_\_\_\_ Work: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Activities Planned (describe event): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is this an event involving political or religious activity intended primarily for the communication or expression of ideas? (Please circle) YES NO

Will participants pay a fee or make a donation? (Please circle) YES NO

Will City/Town services be requested for:

- |                                                    |                                                      |
|----------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> <b>Street Closure</b>     | <input type="checkbox"/> <b>Sidewalk Closure</b>     |
| <input type="checkbox"/> <b>Security</b>           | <input type="checkbox"/> <b>Equipment</b>            |
| <input type="checkbox"/> <b>Garbage Collection</b> | <input type="checkbox"/> <b>Parking Restrictions</b> |

EMS

Other \_\_\_\_\_ -

Date(s) of Proposed Event: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Set-up Date/Time: \_\_\_\_\_

Dismantling Date/Time: \_\_\_\_\_

Number of Staff/Volunteers: \_\_\_\_\_

Estimated Number of Participants: \_\_\_\_\_

LOCATION/STREET(S) INVOLVED (describe area involved in event, attach map/route plan):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Special Considerations - (Additional permits, insurance and/or licenses may be required) - Will there be:**

Amplified sound? (Please circle) YES NO

Alcohol? (Please circle) YES NO

Animals? (Please circle) YES NO number \_\_\_\_\_ species \_\_\_\_\_

Booths/Commercial Vendors? (Please circle) YES NO

Cannabis? (Please circle) YES NO

Cooking/Food Service? (Please circle) YES NO

Drones? (Please circle) YES NO

Dumpsters? (Please circle) YES NO How many and where? \_\_\_\_\_

Fire/Fireworks/Pyrotechnics? (Please circle) YES NO

Inflatables or Amusement Rides? (Please circle) YES NO

Mechanical Rides? (Please circle) YES NO

Portable Restrooms? (Please circle) YES NO How many? \_\_\_\_\_ Some restrooms must meet ADA requirements.

Signs? (Please circle) YES NO



\_\_\_\_\_ Risk Manager

\_\_\_\_\_ City/Town Attorney

\_\_\_\_\_ Special Event Coordinator

PERMIT DETAINED/DENIED FOR THE FOLLOWING REASONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED APPROVAL WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

	FEE	INITIAL	DATE
Application Fee	\$ _____	_____	_____
Damage Deposit	\$ _____	_____	_____
Additional Costs	\$ _____	_____	_____
TOTAL PAID	\$ _____	_____	_____
TOTAL REFUNDED \$	_____	_____	_____

PROOF OF INSURANCE & ADD'L INSURED ENDORSEMENT ISO CG 20 26 ? YES/NO  
BOND REQUIRED? YES/NO                      Amount \$ \_\_\_\_\_

**ADM.04.04**  
**SAMPLE ADMINISTRATIVE SPECIAL EVENTS**  
**PERMIT PROCESSING**

Revised: 04/2002

Revised: 02/2018

Revised: 03/2023

**CITY/TOWN OF \_\_\_\_\_, WASHINGTON**

**1. DEPARTMENTAL SPECIAL EVENTS CHECKLIST**

Responsibility of Staff:

**Department Head (of those departments which provide services for special events)**

1. Establishes job order numbers in the department for separate accounting for the personnel and non-personnel costs for each special event or one job order number for special events in general.
2. Assigns staff who will be responsible for special event review within the department.
3. Sets up a procedure within the department whereby a special event application will either be reviewed within \_\_\_\_\_ working days of receipt or will be approved by default.
4. Communicates the results of review to the Special Events Coordinator, as follows:
  - a) Recommend approval of the special event as proposed.
  - b) Recommend denial of the special event as proposed.
  - c) Withhold approval for \_\_\_\_\_ additional days until additional information is made available, modifications are made to the proposed event, or other identified issues are resolved.

**City/Town Special Events Coordinator (Citizen Assistance)**

5. Assists applicants in the preparation of special events permit applications and safety plans.
6. Pre-screens application for each special event to define available calendar dates.
7. Determines what items on the location and/or route map must be drawn to scale.
8. Determines which City/Town services and departmental approvals are required for the event.

9. Coordinates City/Town services required for each special event, ensures adequate communication about the scheduling and conditions among affected City/Town departments, and coordinates post-event evaluation.
10. Coordinates with City/Town departments to determine what fees, if any, are necessary to pay for City/Town services for special events not protected by the First and Fourteenth Amendments.
11. Directs applicants to non-city/town agencies that may be affected by the event or which may have separate requirements or permits because of the nature of the event. Examples include the \_\_\_\_\_ Transit Authority, AMTRAK (Burlington Northern Railway), the \_\_\_\_\_ Port Authority, The County Department of Health Services, and the Washington State Liquor Cannabis Board (WSLCB).
  - a) Facilitates applicant's interaction with non-city/town agencies, where appropriate. For instance, WSLCB may require a City/Town letter as a prerequisite to issuing a WSLCB Special Occasion License.
  - b) Reviews application for events which include general merchandise or food vendors or other activities that may require a business license.
12. Reviews application to determine if permit can be approved as submitted or if further review by City/Town departments is necessary. If two or more events are scheduled for the same day and all cannot be accommodated, the requested date will be granted on a first-come, first-served basis, i.e., to the event organizer whose completed application was submitted first by date and time-of-day. This decision method shall apply unless it is deemed to be in the best interest of the City/Town to do otherwise and a non-discriminatory basis for such a determination is made. (Marathons will be required to be scheduled at least 30 days apart).
13. Works with each special event applicant to facilitate changes in the application so that any issues may be resolved.
14. Schedules a Production Committee meeting to identify any issues that cannot be resolved under the authority of the Special Events Coordinator.
15. Makes final review of a permit that has been approved by the Production Committee.
16. Notifies the City/Town manager/mayor/administrator in writing of a Production Committee proposed denial and provides facts necessary for the decision of the City/Town manager/mayor/administrator on that denial. The report of the City/Town manager/mayor/administrator should include the reasons for denial, a description of the efforts to modify the event so that it could be approved, and a citation of the standards in the special events ordinance by which denial is recommended.

17. Notifies applicant of denial and informs applicant of the applicable municipal code section, the 5-day appeal period, and steps that must be taken to make an appeal of the denial to the City/Town Council.
18. Notifies City/Town manager/mayor/administrator of an applicant-appeal of permit denial, providing any additional facts necessary for the decision of the City/Town Council on that appeal.
19. Evaluates follow-up reports from City/Town departments involved in special events.
20. Collects from applicant, where required, the amount of the refundable cleanup deposit and transmits it to the City/Town clerk.
21. Collects from applicant, where required, any additional fees for City/Town services.
22. Facilitates refund of clean-up deposit to the applicant after the event if City/Town clean-up services were not needed. Applicant should make a request in writing for the refund of this deposit.

#### **Production Committee**

23. Meets monthly to discuss and coordinate efforts and to confirm that public health and safety are protected and inconvenience to non-participants is minimized.
24. Attempts to find solutions to challenges posed by proposed special events.
25. Recommends to the City/Town manager/mayor/administrator denial of a permit for any special event which meets the criteria for denial in terms of scheduling available personnel, safety aspects, a particular route or location, or any other consideration as set forth in Municipal Code \*\*\*.\*\*\*.\*\*\*.

#### **Traffic Division (Police Department)**

26. Plans Police Department emergency vehicle access and traffic safety related to street closures, necessitated by the event.
27. Ensures that applicant will include, as condition of permit approval, sufficient number of police personnel or private traffic controllers, barricades, cones, no-parking signs, portable toilet, first aid facilities, private security and crowd control, nighttime lighting, and any other requirement necessary to protect public health and safety.
28. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for conformance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

#### **Patrol Area Command (Police Department)**



Reviews special event completed application to determine impact on other events or conditions within the area.

29. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for conformance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

#### **Vice Detail (Police Department)**

30. Receives applications for events which include the serving or availability of alcoholic beverages.
31. Requires additional licenses or permits, when appropriate, such as required by the WSLCB.
32. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for conformance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

#### **Fire Marshall (Fire Department)**

33. Receives applications for events which may impede access by Fire and Paramedic emergency vehicles,
34. Plans Fire Department/Paramedic emergency vehicle access and safety related to street closures, necessitated by the event.
35. Reviews proposed use of fireworks, handling of vehicle fuel, open flame cooking, occupancy/spacing of tables or enclosures and use of tent, canopy, air-supported structure, etc.
36. Requires additional permits when appropriate, such as for fireworks or pyrotechnics.
37. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

#### **Traffic Engineer (Engineering & Development)**

38. Reviews proposed special events which may impact already-scheduled street repair or construction.
39. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application or special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

### **Plan Check (Building Inspection)**

40. Requires that all electrical, mechanical and structural construction, either temporary or permanent, comply with the Uniform Building Code.
41. Requires a building permit for any stand or stage greater than thirty inches (30") above grade.
42. Provides electrical, mechanical and/or structural plan check and inspection of any construction or equipment proposed for use in the event.
43. Requires additional permits when appropriate.
44. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

### **Noise Abatement Office (Building Inspection)**

45. Reviews proposed special events which plan to have music, sound amplification, or any other noise impact.
46. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

### **Risk Management**

47. Assesses the potential risks of each element or activity planned during the event..
48. Determines the types and amounts of insurance and level of general liability insurance to be required, depending on potential risk associated with the proposed event.
49. Collects from applicant, where required, evidence of surety bond, special insurance (i.e. for fireworks, bounce houses, drones, sale/service of alcohol) and occurrence-based general liability insurance, with additional insured endorsement (ISO CG 20 26 or coverage at least as broad), signed indemnification agreement favorable to the Member, and other documents required under the special events ordinance and regulations.
50. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

### **Park & Recreation Department**

51. Determines if park or beach facility use permit is required in addition to or instead of a special events permit, based on parameters set forth in the special events ordinance.

52. Requires trash containers, special animal cleanup, or other conditions, as necessitated by the various aspects of proposed event.
53. Arranges for City/Town equipment to be provided to a special event applicant should a Council Resolution be approved authorizing such use. Informs applicant of process for obtaining such a Council Resolution.
54. Routes information to horse patrol, bike patrol, park security officers, park lessees, and/or other department divisions affected.
55. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

### **General Services Department**

56. Requires trash containers, special animal cleanup, or other conditions, as necessitated by the various aspects of the proposed event.
57. Within no more than \_\_\_\_\_ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.
58. Loans barricades, cones, and no-parking signs to applicant on an as-available basis. Applicant should arrange to pick up and return the equipment.
59. Walks entire proposed area or route (pedestrian gathering areas, parade route, etc.) of special event with applicant prior to event to identify concerns (trip hazards, adequacy of area for intended event, etc.) and arranges for repair or correction of any identified issues.
60. Cleans and repairs streets on an as-needed basis, after special event has occurred.
61. Bills event organizer for cost of cleanup and/or repair or other additional costs.

### **City Attorney**

62. Reviews all questionable permit applications to ensure the proposed event has been properly classified as a regular special event, high risk event, or a special event protected by the First and Fourteenth Amendments.

### **Senior Staff of Park & Recreation, Fire or Police Departments**

63. May, typically in consultation with counsel, cause an already approved special event permit to be revoked, even during the course of the event, if it is determined that the

event will be in or is in violation of the standards for its issuance, pursuant to Municipal Code \_\_\_\_\_ . When possible, notices of revocation should be in writing with the reasons for revocation specified. When possible, event permit holders should be given the opportunity to rectify each violation before the permit is revoked.

**ADM.21**

**INSURANCE AND INDEMNITY REQUIREMENTS  
FOR CONTRACTS**



**Washington Cities Insurance Authority**  
PO Box 88030  
Tukwila, WA 98138  
(206) 575-6046

## EXHIBIT VI

### INSURANCE & INDEMNITY REQUIREMENTS FOR FACILITY USE AGREEMENTS

*For rental or use of facilities such as community centers, senior centers, sport fields or swimming pools. For short term facility use WCIA, through our broker, offers short term liability insurance for tenant/users of member property or locations. This is called Tenant Users Liability Insurance Policy (TULIP). The TULIP covers users and the WCIA member as insureds.*

*Please note that TULIP does not cover certain events and does not cover participant liability for athletic events. Please contact WCIA for TULIP details.*

#### **Indemnification / Hold Harmless**

User shall defend, indemnify and hold harmless the Public Entity, 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 Public Entity.

#### **A. Insurance Term**

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 Public Entity'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 Public Entity 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 Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the User's insurance and shall not contribute with it.

**D. Public Entity Full Availability of User Limits**

If the User maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity 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.

## **EXHIBIT VII**

### **SPECIAL PROVISIONS FOR FACILITY USE AGREEMENTS**

*Additional insurance requirements should be added to the Facility Use Agreements for the following:*

#### ***Alcohol, Available for Consumption on Premises, Whether Sold or Not***

The User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Public Entity is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Public Entity.

#### ***Athletic Participant Events***

General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**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 PART.

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

**ADM.24**  
**PUBLIC INVITATIONS TO DISPLAY ART**

Issued: 12/2002  
Reviewed: 03/2023

**POSSIBLE EXPOSURES:**

When a Member creates a public forum and invites the public to display art, then censors or rejects certain artists or art work, the Member's actions may create liability exposure for violation of the artist's First Amendment rights. The use of an "Arts Commission" or any other volunteer oversight group or guild to enforce the Member's censorship standards may not protect the Member against liability for First Amendment rights violations.

In the United States, freedom of expression, artistic and otherwise, is ultimately governed by the First Amendment to the U.S. Constitution. The First Amendment says, "Congress shall make no law abridging the freedom of speech." The word "speech" in the First Amendment includes much more than verbal expression. The expression of artists, including the use of symbolism, is also protected. The Washington Constitution Article I, § 5, provides that "[e]very person may freely speak, write and publish on all subjects, being responsible for the abuse of that right." This provision differs from its federal counterpart but has been construed in a similar manner when defining what are considered "public forums."

Members may not enforce a content-based exclusion unless its regulation is necessary to serve a compelling state interest and is narrowly drawn to achieve that end. A Member may enforce regulations of time, place and manner of expression which are content-neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication.

"Content-neutral" generally means no restriction on the nature of the message which the artist tries to communicate through the artwork and prohibits restriction based on religious, ethnic, racial, political, or sexual preference and/or content.

**RECOMMENDED CONTROLS:**

**1. Types of Public Forums**

The Supreme Court identified four types of public property for First Amendment expression purposes:

- A. Traditional Public Forums include streets, sidewalks, and parks.
- B. Open or Designated Forums are other public owned property designated, by government action, ordinance or permissiveness, to be used by private groups.
- C. Non Public Forums such as government buildings, libraries, etc.

- D. Limited Public Forums, such as a City or Town hall, library, and community center that have been opened for use (invitation) by the Member as a place for expressive activity.

## **2. What do we mean by Works of Art**

Works of art include, but are not limited to: sculpture, painting, drawing, print, photograph, film or videotape, and crafts in any material or combination of materials such as clay, fiber, textiles, wood, glass, metal or plastic.

## **3. Excluding Certain Categories of Public Speech from a Public Forum**

- A. The Washington State Constitution is generally more protective of First Amendment rights to free speech and/or expression than the U.S. Constitution. Based on the standards set forth in Washington law, it appears that it would be very difficult for a Member to impose speech restrictions in the context of an invitation by the Member to the public at large to submit public art for display at a public forum.
- B. Washington law suggests that even categorical exclusions based upon non-obscene but troublesome subject matter (i.e., “no profanity”, “no nudity”, “no graphic or symbolic depiction of sexual intercourse”, “no portrayal of racial hatred”) would be subject to a strict scrutiny standard, and it is unlikely that such restrictions on expressive speech in a public forum would be upheld.
- C. Therefore, it is recommended that Members do not invite public art for display at public forums if the Member is concerned about the display of potentially controversial or offensive materials, which may not meet the test for obscenity.
- D. Privately financed and donated monuments for permanent display in a Member park or other public area are “government speech,” not subject to the Free Speech Clause and possibly not be regulated by the Establishment Clause. Members may accept or decline donated monuments as they see fit.

## **4. The “Three-Pronged Test” for Obscenity**

There are limited categories of speech such as “obscene speech”, which are specifically defined and are not constitutionally protected. For these limited categories of speech, a Member may restrict or exclude such speech or expressive activity, whether in the form of pure speech or art.

In the most important case on freedom of expression, *Miller vs. California*, the Court established a “three-pronged test” for obscenity. The Court’s decision stated that obscene material is not protected by the First Amendment and that such speech may be regulated by the state under certain circumstances.

Obscenity is a narrow category describing materials that meet all three prongs of the definition below:

- A. Whether the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest.
- B. Whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law [RCW 7.48A.010 (2)].
- C. Whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Citizen complaints describing the artwork as “offensive” or “disgusting” is generally insufficient basis for rejecting the subject artwork.

## **5. Develop and Adopt a Written Policy**

- A. A Member should develop a written policy addressing the display of art in public places that includes, but is not limited to:
  - 1. Purpose
  - 2. Definitions
  - 3. Artwork agreement
    - a) Written agreement with the artist that includes:
      - 1) Period of time artwork is to be exhibited.
      - 2) Responsibility for costs of permits (if required), site preparation, transportation, storage, installation, damage and liability insurance, removal of the artwork, and restoration of the site.
      - 3) Site location of the artwork.
      - 4) Conditions for sale of the artwork, if applicable.
      - 5) Conditions for termination of the agreement by the artist, donor or the Member.
  - 4. Types of Acquisitions (i.e., commissioned, purchased, acceptance of donated work, loaned, etc.)
  - 5. Selection criteria for artwork
    - a) Condition (i.e., good condition, free of safety hazards)
    - b) Availability of an appropriate site for display (size of art may be considered to determine if it fits available space)
    - c) Time Schedule
    - d) Maintenance and preservation
    - e) Restrictions
    - f) Appropriateness of artwork
      - 1) The artwork must not be lewd or obscene as defined in RCW 7.48A.010(2)
    - g) The safety of the artwork to the public (i.e., can it be placed so as to not create an unacceptable risk of physical injury to the public, traffic hazard, or be an attractive nuisance to children who could be injured playing on it)
  - 6. The Member should exercise final control and authority in the selection and/or (especially) the rejection of submitted artwork. Regardless of

whether the Member utilizes an art commission or oversight committee, the Member may be ultimately liable for any violations of an artist's First Amendment rights.

#### **6. Open Invitations to Display Art (Indoors or Outdoors)**

If a Member does not have the staff time, resources, desire, inclination, or capability to create, implement, and consistently administer a clearly articulated arts program that is considerate of the artist's First Amendment rights, WCIA recommends against creating any "limited public forums" by open invitation to the community.

#### **7. Purchase of Art by Public Entities**

Governmental entities may purchase art for display in public buildings and publicly owned outdoor locations. When acting as a purchaser of art in a proprietary capacity, governmental entities are not subject to the free speech restrictions cited above. (The same holds true for privately donated, permanent monuments. See above.) The only restrictions may be those which the entity has imposed upon itself by rule or which the entity has agreed to by contract with the artist.

**ADM.28**  
**PARADES**

Issued: 03/2010  
Reviewed: 03/2023

**POSSIBLE EXPOSURES:**

Parades can pose liability exposures to Members if precautions are not taken. If vehicles and/or floats are used in a parade, injuries can occur to participants resulting from vehicle collisions or falls from the vehicles or floats. Floats constructed of flammable materials pose serious fire risks for both passengers and spectators. Participants could fall due to hazards or debris present on the parade route. Spectators can be injured being struck by candy or other objects thrown from vehicles into the crowd, or by entering the path of the parade while trying to catch the items. Members could also face allegations of constitutional rights violations surrounding the First and Fourteenth Amendments to the United States Constitution.

**RECOMMENDED CONTROLS:**

**Parade Sponsorship**

1. If the Member wishes to sponsor a parade, the Member should take active management control over all phases of planning and implementation. The parade should be a Member supervised, organized and operated event. The Member should develop a parade safety plan and distribute the safety plan to all involved Member departments, participants and vendors. Each participant in the event should sign an agreement holding the Member harmless and be required to provide evidence of automobile liability insurance if vehicles or floats are used. Other insurance may be required from participants depending on the level of risk presented.
2. If the Member is the “sponsor” of the parade, but does not have the ability or expertise to manage the event, an alternative would be to transfer the risk by contracting with an event manager. In that case, a well-crafted agreement addressing each party’s responsibilities, insurance requirements and indemnification language should be created. The event manager should agree to defend, indemnify and hold the Member harmless from all but the sole negligence of the Member. Commercial General Liability Insurance in the minimum amount of \$1,000,000 each occurrence should be required from the event manager naming the Member as an additional insured. Proof of that coverage should be provided to the Member. The event manager should also be responsible for ensuring all vehicles and float operators and other entrants participating in the parade produce proof of, Commercial General Liability insurance, Automobile Liability insurance and valid driver license.

Please note: Higher limits and additional types of insurance may be required depending on the elements of and risks associated with the parade, at the sole discretion of the Member.



3. If the event is sponsored by an outside party or group, the recommendations in paragraph 2 of this section will apply.

If the event sponsor does not carry Commercial General Liability insurance, coverage may be available through the Event insurance which can be accessed on the WCIA website.

### **Permitting Process**

Requiring a Parade Permit or Application for non-Member sponsored parades is essential to determining the size and scope of the parade as well as the level of Member services the event will require. It also provides an opportunity for the Member to notify the sponsor or applicant of the Member's insurance requirements and rules governing the use of Member rights-of-way and parade rules. The permit should contain a hold harmless and indemnification clause. Many Members include their parade permit information on their special event permit. Please refer to [ADM.04.03](#) Sample Special Event Permit for further information.

It may be useful for Members to complete the permit process for those parades being sponsored by the Member.

### **Hazards and Debris**

Prior to the beginning of the parade, both the Member and the parade organizer should perform an inspection of the entire parade route and adjoining sidewalks to identify any potholes, cracks or obstacles. Walking the route is a reasonable step the Member can take to identify potential problems. Repairing or marking significant cracks, holes or uneven surfaces and documenting these activities may assist in the defense of the Member in case of a trip and fall on streets or sidewalks which occur during the parade. Members should inspect for other obstructions or potential hazards including but not limited to:

1. Scaffolding in front of buildings
2. Empty tree wells
3. Garbage or other debris
4. Improperly placed barricades
5. Manhole, water valve and other infrastructure lids and covers

### **Traffic Control**

1. Consider a parade route that takes into account all traffic detours and street closures. A detour route should be established to take into consideration non-parade vehicle traffic. Temporary paint may be used to mark the route.
2. Determine where the parade is going to begin (staging area) and how to address the increased congestion of people, vehicles, animals and floats in that area.

3. Consider emergency vehicle access and egress.
4. Determine where barriers need to be placed.
5. Notify Law Enforcement, Fire, and Medical Aid of the scope, size, route and date of the parade.
6. Determine what level of law enforcement will be required for staffing the parade route on the day of the event.
7. Overpasses, excavations and construction areas, as well as streets that are narrow or have extreme grades, should be avoided.
8. Railroad crossings should be avoided. If rail road crossings cannot be avoided, all rail road companies that utilize the tracks should be notified of the date and time of the parade, well in advance. A parade should not be scheduled during times when the tracks will be in use. If a parade crosses active tracks, law enforcement officers, whose sole duty it is to monitor the tracks, should be stationed on each side of the crossing until the conclusion of the parade to prevent parade entrants and spectators from crossing if a train is approaching.
9. If flaggers are needed to direct traffic at intersections or driveways, Members should allow only those who have successfully completed the Washington State certification course within the last three years to perform flagging operations.

## **Floats**

To create a safe and fun event for the community, whether the Member is sponsoring the event or not, rules addressing fire and life safety requirements for floats and other vehicles should be developed. All entries should be required to sign a form specifying that they have reviewed and understand the rules and the safety plan, which should include but not be limited to:

1. All floats must adhere to the minimum and maximum size and height requirements as provided by the Member.
2. Riding on the top of or outside of vehicles without belts or harnesses is prohibited.
3. Fire or open flame on any entrant is prohibited.
4. All drivers of vehicles and floats shall possess and provide proof of a valid driver's license.
5. Fire extinguishers, with a minimum rating of 2A – 10BC are required on all motorized decorated vehicles.
6. Exhaust systems shall extend beyond any and all decorations so that drivers or riders are not exposed to carbon monoxide fumes.
7. Compressed gases (such as helium) shall be properly secured and safeguarded.
8. All decorative materials should be fire retardant. NOTE: BALES OF HAY ARE NOT FIRE RETARDANT.
9. Drivers shall have 180° forward vision.

10. All floats must have one spotter in the vehicle whose job it is to monitor activity on the float so that the vehicle operator is not distracted.
11. Throwing candy or other objects from the vehicles shall be prohibited. Walking beside the float and giving out candy and toys is allowed.
12. Member reserves the right to bar from the parade at any time any entrant not conforming to the rules or refusing to follow the instructions of the police or parade officials.
13. Alcoholic beverages are prohibited on any float or vehicle or on the person of any participant.
14. All floats should be inspected by the Fire Marshall or other applicable official prior being allowed to participate in the parade.

### **Equestrian and Other Animal Requirements**

Rules should indicate that all animals must be under the control of the owner at all times. All applicable laws should be complied with, including leash laws. Riders must control their horses. Stallions should not be allowed. Horse hooves should be properly trimmed and shod, preferably with borium shoes. Entrants should also provide for the removal of all waste material deposited by their animals.

### **Free Speech Considerations**

When considering allowable restrictions the Member can place on public parades and demonstrations, the Member should follow the speech provisions of the federal and state Constitutions. The Member's ability to regulate access to and behavior on public property depends on the property. Parks, city squares public streets and sidewalks are categorized as traditional public forum and, as such, are the least susceptible to Member control. In those places, the Member can only impose reasonable time, place and manner restrictions on the expression of protected free speech but cannot restrict the content of the message. To qualify as a valid time, place and manner restriction, an ordinance must be content neutral, narrowly- tailored to a compelling government interest (i.e. public safety) and leave open an alternative means of communication. Reasonable restrictions as to time, place and manner may be imposed as to certain types of public forum but cannot be crafted or enforced to selectively favor or disfavor particular groups or messages based on the content of the message. Leafleting and displaying of tall signs should not be restricted.

Demonstrations in or on other public properties such as libraries and governmental office buildings can be subject to greater restriction in order to preserve the orderly conduct of the governments business and the public's access to governmental services. However, these restrictions still have to be applied consistently and in a manner that is content neutral so as to not favor or disfavor one group over another.

**ADM.28.01**  
**SAMPLE PARADE PERMIT**

Issued: 03/2010  
Reviewed: 03/2023

**PARADE PERMIT**  
(Use with Special Event Permit)

The undersigned hereby makes application for a Parade Permit to conduct an event on the streets of [Member Name]. The purpose of this application is to promote the safety of both the general public and parade participants. In support of such application, the applicant makes the following statement and representation:

Name of event: \_\_\_\_\_  
Date of event: \_\_\_\_\_  
Assembly time for participants: \_\_\_\_\_  AM/  PM  
Starting time of the event \_\_\_\_\_  AM/  PM  
Starting location for the event: \_\_\_\_\_  
Estimated duration of the event: \_\_\_\_\_

Applicant/Organization Name: _____
Applicant/Organization email address: _____
Applicant/Organization address (include street address, city and state): _____
Applicant/Organization phone number: _____
Contact name: _____
Contact phone number: _____
Will this person be onsite during the event? <input type="checkbox"/> Yes <input type="checkbox"/> No

Route to be traveled including staging area, parade route and termination point (please include map or diagram): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Once the parade route has been approved, you will be asked to provide a detailed traffic control plan and safety plan.

Estimated number of pedestrians: \_\_\_\_\_  
Estimated number of vehicles: \_\_\_\_\_  
Estimated number of floats: \_\_\_\_\_  
Estimated number of animals: \_\_\_\_\_  
Types of animals: \_\_\_\_\_

Street Closures Requested  Full Street Closure  Partial Street Closure

Barricades to be supplied by: \_\_\_\_\_

Traffic control to be supplied by: \_\_\_\_\_

**For Internal Use Only**

**Date received by [Member Name]:** \_\_\_\_\_

**Signature of Police Chief verifying review:** \_\_\_\_\_

**Signature of Fire Chief verifying review:** \_\_\_\_\_

**Signature of Public Works Director verifying review:** \_\_\_\_\_

**Parade Permit is:**  Approved  Denied

**Authorizing Signature:** \_\_\_\_\_

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

**ADM.28.02**  
**SAMPLE PARADE ENTRY INFORMATION PACKET**

Issued: 12/2012  
Reviewed: 03/2023

TO: Parade Participant

FROM: Member Parks & Recreation Staff

RE: \_\_\_\_\_ Parade

**To be considered for participation, your entry form must be received prior to (Date & Time).** Please read through the **attached parade instruction sheet, route map and safety plan** which have been established for your benefit and the safety of the event.

This is a (Member operated or privately operated) parade. The goal is to provide a community parade that is safe and enjoyable for both participants and spectators, and we endeavor to maintain that tradition. To that end, we ask the following:

- All parade entrants must remain in motion while on the parade route, unless stopped by law enforcement or parade officials.
- All motorized vehicles must be operated by licensed and trained drivers, regardless of the vehicle's size or use. All vehicle and float operators are required to include proof of current automobile liability insurance with the parade application.
- All entrants must clean up after their entry (animal waste, garbage in staging, horse loading areas, decorations, etc.)

A complete listing of event participation rules is in this packet. If you have any questions or concerns, please contact Member at (xxx) xxx-xxxx.

Thank you.

**All entries receive staging (line up) number at check in.**

## SAMPLE PARADE INSTRUCTION SHEET

PARADE DATE: \_\_\_\_\_

PARADE BEGINS: \_\_\_\_\_

CHECK-IN/ASSEMBLY: \_\_\_\_\_

ENTRY JUDGING: \_\_\_\_\_

### DIRECTIONS:

- From the South:

- From the North:

**CHECK-IN STATION:** All entries must stop at the check-in station located at the entrance to the staging area. (See Map) There you will receive your parade entry number and any other instructions. **Important: To reduce congestion, please appoint one member of your group to check in your entire group.**

**DIGNITARY CHECK-IN:** All designated parade dignitaries and dignitary escorts will meet in front of (location) no later than (date and time). They will receive line-up numbers and other information at that time. They will then be escorted directly to the staging area, bypassing the check-in station.

**STAGING AREA:** The main staging area will be (location).

**JUDGING:** All entries will be judged prior to parade between (time frame) in the staging area. **ALL UNITS MUST BE ASSEMBLED AND IN LINE BY (time) TO BE JUDGED. LATE ENTRIES WILL NOT BE CONSIDERED IN JUDGING.** Judge's decisions are final. **PLEASE NOTE:** Awards will be distributed to winning entries as they pass the announcer's stand. **(Important: Mounted Drill Team members, please see section below.)**

**MOUNTED DRILL TEAMS:** There will be a designated lot that will be used for Mounted Drill Team horse trailer parking and judging. An area of the lot will be designated for judging team performances. Each team will have a predetermined time period to perform as if they were in the parade. After the judges have issued trophies, ribbons, and parade entry numbers, teams will ride directly to their numbered cone in the staging area. *Teams that do not wish to participate in judging may pick up their parade ribbons and entry numbers and proceed directly to staging.* **After the parade, please clean your staging area before you leave.**

**RESTROOMS:** Restrooms are located at (location), staging area, along the parade route and at the end of the parade

**PARADE ROUTE:** Public viewing begins at the intersection of (location). Entries may slow down or pause slightly (without stopping) for the cameras and announcement of their entry. The parade continues past (location) final staging area (location) and surrounding streets until parade is complete.

## **PARADE CHECKLIST:**

1. Drivers should have 180° forward vision.
2. Each float should have one passenger in the cab whose duty it is to monitor activity on the float so that the driver is not distracted from operating the vehicle.
3. Reverse movement along the parade route is prohibited.
4. Riding on the top of or outside of vehicles without belts or harnesses is prohibited.
5. Children must be under adult supervision at all times.
6. Riders must remain on the float once the parade begins and at all times the float is in motion.
7. Maintain a distance of **35 feet** behind the preceding entry.
8. Exhaust system should extend beyond any and all decorations so that drivers or riders are not exposed to carbon monoxide fumes.
9. Compressed gases (such as helium) and generators shall be properly secured and safeguarded (portable gasoline cans are prohibited).
10. Generator exhaust must be such that it does not pose a hazard to participants.
11. Decorative lighting must be UL approved and rated for outdoor use.
12. No candles allowed on floats.
13. Marching entries must keep up with the parade.
14. **DO NOT** throw food, candy, or any other items to the crowd.
15. Adults may walk beside the float and handout candy and toys.
16. Entries with animals must check in with their clean-up crews; otherwise, they will not be allowed to participate.
17. Contact parade officials immediately should you encounter any difficulties.
18. Motorized vehicles, trucks, and cars - no excessive speeds, burn-outs, tricks, two-wheel driving, or dangerous maneuvers. **NO STOPPING TO HAND OUT FOOD, CANDY, OR PROMOTIONAL PRODUCTS.**
19. Fire extinguishers rated 2A-10BC are required on all motorized decorated vehicles. Fire or open flame on any entrant is prohibited; all decorative materials must be fire retardant - *bales of hay are not fire retardant.*
20. Smoking is prohibited on any float or parade entry.
21. Alcoholic beverages are prohibited on any float or vehicle or on the person of any participant.
22. Parade participants may not be under the influence of alcohol or drugs at any time during the parade or staging.
23. The Member reserves the right to bar from the parade at any time any entrant not conforming to the rules, safety plan or refusing to follow the instructions of the police or parade officials.

## **REVIEWING STAND:**

1. The reviewing stand will be located directly in front of (location).
2. Award-winning entries will be announced as they pass the reviewing stand.

## **PLEASE KEEP THE CENTER OF THE STAGING AREA CLEAR AT ALL TIMES TO ALLOW FOR PASSAGE OF OTHER ENTRANTS.**

1. Because of limited access to the parade staging area, and for safety reasons, if you wish to drop off participants or equipment needed for your entry, you must do so prior to (time).
2. **ACCESS TO THE STAGING AREA WILL BE CLOSED FOR SUPPORT VEHICLES AT (time).**
3. Vehicle operators must stay with the vehicle at all times.



4. No reverse movement will be allowed within the staging area.
5. Exit staging at (location).

Thank you for your cooperation and support!

**We are excited and pleased to have your participation in the parade. We hope that you enjoy yourselves – the community will certainly enjoy your entry! If you need any additional information, please call (xxx) xxx-xxxx.**

# SAMPLE PARADE ENTRANT APPLICATION

Name of Entry (Group/Organization): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address\*: \_\_\_\_\_

\*By providing your email address, you give the Member permission to email you regarding not only the parade, but also upcoming special events, classes, activities, etc. If you would only like to receive parade information, please indicate by checking here.

Number of Participants in Entry (best estimate if unknown at this time): \_\_\_\_\_

Approximate Space Required in Staging Area: \_\_\_\_\_ feet.

**\* Please Select Category:**

Animal entries (pets / livestock)

Campaigning / Political

Cars

Color Guard / Military / Veterans

Comic (clowns / fun entries)

Community (local agencies or businesses)

Community Youth (scout troops, etc.)

Dance / Drill Teams

Emergency Response Units (Fire / Police)

Float

Motorized Drill Team (motorcycles, ATVs)

Mounted Drill Teams (horses)

Music in Motion (bands, musical entries)

Trucks / Equipment (includes tractors /  
decommissioned fire trucks, etc.)

Other: \_\_\_\_\_

**For more information contact: Member (xxx) xxx-xxxx**

**Fax: (xxx) xxx-xxxx**

**Email: Member@email.com**

To be considered for participation, your **entry form must be received prior to (date & time).**

Your entry number will be provided at check-in.

Entries received by (date) will receive priority placement in the parade line-up!!

By signing at the bottom of this form, I verify that I have read the Parade Information and Instruction Sheets, route map, safety plan and completed the required Hold Harmless and Indemnification form, and agree to abide by the terms.

**\*All vehicle and float operators are required to provide proof of automobile liability insurance with entry application.**

What would you like the announcers to say about your entry as it passes the reviewing stand? Please provide a short description (75 words or less), "legibly" written. Emailed descriptions are welcome: Member@email.com.

Participant/Group Printed Name

Participant/Group Representative Signature

Date

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**SAMPLE PARADE ENTRANT HOLD HARMLESS & INDEMNIFICATION  
RELEASE**

*(Must be completed for each individually registered entrant or group)*

*Copy this form as needed. Additional forms may also be obtained at Member offices.*

**Parade Entry Name and/or Number:** \_\_\_\_\_

**Day of Event Contact Number in case of emergency:** \_\_\_\_\_

I, the undersigned applicant am eighteen years of age or older and desire entry into the \_\_\_\_\_ Parade and am fully aware of the fact that there are special dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly to the company, group, or organization listed above or as a private individual entry from participation in this activity. Being fully informed as to these risks and in consideration of being allowed to participate in (Member or other group) sponsored activities, I/we hereby assume all risk of injury, damage and harm to any participant arising from such activities or use. I/we also hereby individually and on behalf of my/our heirs, executors and assigns, release, indemnify, defend and hold harmless the Member, its officials, employees, volunteers and agents and waive any right of recovery that I/we might have to bring a claim or a lawsuit against Member for any personal injury, death or other consequences occurring out of my/our voluntary participation in this activity.

I hereby consent to allow my picture or likeness to appear in any official document, Member website, sponsor advertisement and/or Member produced television coverage of this sponsored activity without compensation to me.

YES (  ) NO (  ) (Initials) \_\_\_\_\_.

I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this activity.

YES (  ) NO (  ) (Initials) \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Title of person signing on behalf of Group: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: (  ) \_\_\_\_\_

**SAMPLE PARADE ENTRANT PARENT/LEGAL GUARDIAN WAIVER  
Hold Harmless & Indemnification**

*(Must be completed for each minor participant **not** registered with an organization or group)*

*Copy this form as needed. Additional forms may also be obtained at Member offices.*

**Parade Entry Name and/or Number:** \_\_\_\_\_

**Day of Event Contact Number in case of emergency:** \_\_\_\_\_

**NOTE: If applicant is less than 18 years of age, the parent(s) and/or guardian(s) must execute the following waiver:**

I (we) am/are the parent(s) or legal guardian(s) of \_\_\_\_\_ who desires to be a participant in the \_\_\_\_\_ Parade.

It is important to me (us) that this child be allowed to participate in this activity. I (we) understand there are special dangers and risks inherent in this activity, including but not limited to, the risk of serious physical injury, death or other harmful consequences which may arise directly or indirectly from the child's participation in this activity. Being fully informed as to these risks and in consideration of the Member allowing my child to participate in this sponsored activity, I (we), on behalf of myself (ourselves) and on behalf of the above-named participant child, assume all risk of injury, damage and harm to the child which may arise from the child's participation in the activity. I (we) further agree, individually and on behalf of the above-named child, to release and hold harmless the Member, its officials, employees, volunteers and agents, and agree to waive any right of recovery that I(we) may have to bring a claim or lawsuit for damages against Member for any personal injury, death or other harmful consequences occurring to the above-named child or me arising out of the Child's voluntary participation in this activity. I (we) grant my (our) full and voluntary consent for the above-named child to participate in \_\_\_\_\_ Parade.

I hereby consent to allow my child's picture or likeness to appear in any official document, Member website, sponsor advertisement and/or Member produced television coverage of this sponsored activity without compensation to me.

YES (  ) NO (  ) (parent/legal guardian initials) \_\_\_\_\_.

I authorize any necessary emergency medical treatment that might be required for this child in the event of physical injury and/or accident to this child while participating in this activity.

YES (  ) NO (  ) (parent/legal guardian initials) \_\_\_\_\_

---

**(PLEASE PRINT)**

Child's Name: \_\_\_\_\_ Child's Address: \_\_\_\_\_

Parent/Legal Guardian Name(s): \_\_\_\_\_

Parent/Legal Guardian Signature(s): \_\_\_\_\_

Parent/Legal Guardian Address \_\_\_\_\_ Phone: \_\_\_\_\_

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



**ADM.28.03**  
**SAMPLE PARADE SAFETY CHECKLIST**

Issued: 12/2014  
 Reviewed: 03/2023

**PARADE NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**START/END TIME** \_\_\_\_\_  
**PARADE ORGANIZER NAME** \_\_\_\_\_ **MOBILE PHONE** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **EMAIL** \_\_\_\_\_  
**[MEMBER] PARADE COORDINATOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_  
**DATE OF PRE-PARADE ROUTE WALK-THRU** \_\_\_\_\_

**Check box and date once task has been completed**

**REGULATIONS AND REQUIREMENTS**

YES	N/A	TASK	DATE
		Submit [Member] parade permit application, including signed hold harmless/indemnification	
		Submit proof of insurance as required by [Member]	
		Obtain parade entry information packet	
		Provide route map to [Member]	
		Provide signed safety plan to [Member]	

**COMMENTS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**KEY CONTACTS**

YES	N/A	TASK	DATE
		Coordinate with [Member] Parade Coordinator	
		Coordinate with Public Works/Streets	
		Coordinate with Police	
		Coordinate with Fire/Fire Marshall	
		Coordinate with Railroad Officials	
		Coordinate with WSDOT (if other agencies, list)	
		Coordinate with overhead utilities	
		Notify impacted businesses/neighbors	
		Arrange for private security and/or traffic flaggers	
		Coordinate staff/volunteers for set up, event and disassembly	

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EMERGENCY RESPONSE PLAN**

YES	N/A	TASK	DATE
		Designate emergency detour routes & provide to key personnel	
		First aid station	
		Crowd control	
		Safety briefing for planning group ([Member] and parade officials)	
		Inclement weather plan	

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ROUTE**

YES	N/A	TASK	DATE
		Provide route map to key contacts	
		Provide for consideration around hospitals	
		Provide congestion management plan to key contacts	
		Walk-thru of parade route w/PW, Parade Coordinator and Parade Officials (at least 6 weeks in advance of event)	
		Identify route restrictions (overhead lines, street trees, marquis, signs)	
		Identify street/sidewalk/curb issues to be corrected prior to event (6 weeks prior to event)	
		Notify residents and businesses along parade routes, road closures and expected high congestion areas	
		No-park route 24-hours prior to event	
		Designate viewing area setbacks along curb	

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VEHICLES/DRIVERS**

YES	N/A	TASK	DATE
		Determine max/min size (height, length and width) of floats/vehicles	
		Inspect floats/vehicles for operation safety	
		Inspect floats/vehicles for rider safety devices	
		Inspect floats/vehicles for fire safety (include fire marshal)	
		Obtain copies of driver license and insurance from vehicle drivers (including CDL where required)	

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTICIPANTS**

YES	N/A	TASK	DATE
		Provide participants with entry information packet, maps of route, staging area and safety plan	
		Obtained signed waivers	
		Require minors to be supervised by adults	
		Identify what animals will participate	
		Obtain licensing & vaccine information for animals	
		Obtain verification that horses do not have history of startling in crowds or to loud noises	
		Inform participants with animals of responsibility to clean up after animal during staging and on route	
		Require entrants using large inflatables to provide method of securing	
		Obtain and approve intended choreography of motorized drill teams (motorcycles, all-terrain vehicles)	

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSEMBLY AND DISASSEMBLY**



YES	N/A	TASK	DATE
		Notify participants that only parade entrants are allowed in staging area	
		Designate parking, loading and unloading areas in staging	
		Provide map of staging area with emergency ingress/egress designated to [Member]	
		Sign staging area for first aid, safety exit routes, sanitary facilities	
		If disassembly is different than staging area, arrange transportation back to staging area for pedestrian participants	
		Arrange for post-event clean-up and disassembly	

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VIEWING STANDS AND VENDORS**

YES	N/A	TASK	DATE
		Verify constructed stands are up to code and safe	
		Verify temporary stands are assembled properly and have code safety railing	

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OTHER**

YES	N/A	TASK	DATE

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADM.35**  
**BEER OR WINE GARDENS**

Issued: 02/2015  
Revised: 03/2023

**POSSIBLE EXPOSURES:**

If a Member allows consumption of alcohol on Member property or during a permitted special event, the Member may be exposed to liability arising out of the sale, service or distribution of alcoholic beverages. Such exposures include but are not limited to over consumption by participants or service to underage persons. This is an activity that can result in high risk if persons become intoxicated while participating in the event and their subsequent conduct results in property damage, bodily injury, or death to members of the general public and/or the participant.

**RECOMMENDED CONTROLS:**

Many Members' municipal codes or policies prohibit the consumption of alcohol on Member property. If alcohol is allowed (not prohibited, or by special permission), the Member should carefully consider where to site beer or wine gardens and develop specific rules and procedures for their operation. The purpose of the rules and procedures is to maintain peace, safety, and order at the event, prohibit alcohol service to minors and to prohibit over service of alcohol to participants. The Member should also follow its special events permitting process and requirements. See [ADM.04 Special Events](#) (plus sample permit, policy, ordinance and administrative checklist). A beer or wine garden should only be operated by a bona fide non-profit organization who has obtained a Special Occasion license, or a caterer hired by a non-profit group, with appropriate licensing through the Washington State Liquor Cannabis Board (WSLCB).

**Permits and Laws:**

A Special Occasion license must be purchased through the WSLCB and posted at the event. The cost of the license is provided on the WSLCB website and is available only for bona fide nonprofit organizations. The application for the license is available online at <http://liq.wa.gov/licensing/special-occasion-licenses> and should be applied for at least 45 days in advance of the event. The Member (as the local authority) will be notified of the application by the WSLCB and have an opportunity to weigh in on the application. The license will allow for sales of spirits, beer and wine by individual serving for on-premises consumption. Nonprofit organizations are limited to 12 single-day events per calendar year. Laws addressing liquor control can be found under WAC 314 and RCW 66.

If Members are going to allow beer/wine gardens, a permitting process should be developed and should include review and approval by the police, fire, building and any

other involved departments. The license holder/permittee should be required to submit a site diagram illustrating the proposed location of tents, fencing and exits as part of the permitting process.

The permit or application should contain indemnification/defense/hold harmless language favorable to the Member. All beer/wine garden operators must have Commercial General Liability (CGL) insurance including completed operations coverage with limits commensurate to the risks, but not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Member should be endorsed as an additional insured on the CGL.

In addition, Liquor Liability insurance may be required and should be written with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate naming the Member as an additional insured. The license holder/permittee may be able to purchase \$1,000,000 per occurrence limits of CGL and Liquor Liability through the Event Insurance which can be accessed on the WCIA website, [www.wciapool.org](http://www.wciapool.org).

Requiring greater limits of liability insurance (CGL and Liquor Liability) may be appropriate if the beer/wine garden has increased risk exposures, which might include a higher risk location, multiple beer/wine gardens at a single event, live music, and/or an anticipated large number of attendees.

**Location:**

In accordance with RCW 66.24.380, the sale, service, and consumption of alcohol must be confined to a designated location. The location should be on relatively level land and large enough to accommodate two fences, each a minimum of 42 inches tall, spaced six feet apart (inner and outer perimeter fencing) so that patrons cannot hand beverages to others over the fences.

The Fire Marshall should be consulted on the location, appropriate occupancy limits and the emergency evacuation plan. The area must comply with all state and local building and fire codes and be subject to inspection by the Fire Marshall. The permittee should be required to notify adjoining property owners located on each side of the proposed beer/wine garden site as well as those directly across the street and provide the Member with proof of notice. If the site is hosted on Member property, it should undergo a final inspection by the Fire Marshall, agency Risk Manager or Safety Coordinator to identify and resolve potentially hazardous conditions. Stages and electrical cords should be thoroughly checked.

**Signage:**

WAC 314-05-030 requires that the Special Occasion license be posted at the site of the event. Beer/wine garden rules should be posted prominently and should include, but not be limited to, prohibiting persons under the age of 21 access to the beer/wine garden or tasting site, prohibiting food service in the garden, limiting the number of participants allowed in the garden at one time, regulating the allowed consumption and prohibiting bringing alcohol into or removing beer/wine from the controlled area. Posters and

banners should be placed such that they will easily allow the interior of the controlled area to be visible from the outside.

### **Operations:**

Members should require the beer/wine garden permittee to provide an Operational Plan, that should include but not be limited to:

1. **Security:** Security should be provided in numbers sufficient to ensure compliance with state and local laws and should be the responsibility of the permittee. All entry points should be monitored by an adult staff member of the permittee or by security personnel. Those in charge of monitoring the entrance into the beer/wine garden must require proof of age from the participant prior to allowing entry and ensure that no alcohol is being brought in or out of the garden. If fire and/or building code regulations require entry points to be in excess of four feet wide, they should be monitored by two adults or security personnel.
2. **Sanitation:** Sanitation needs should be evaluated. Refuse receptacles and portable bathrooms (including bathrooms that are ADA accessible) appropriate to the anticipated number of participants should be required.
3. **Emergency Services:** An emergency/evacuation plan should be submitted with the application. The plan should include an access route for fire and other emergency services and should be reviewed and approved by the Fire Marshall.
4. **Supervision:** Permittee must be present at all times to oversee the entire beer/wine garden operation. The permittee can be stationed inside the main bar area of the designated beer/wine garden only if the entire garden area can be viewed and monitored at all times from this inside location. The permittee should be required to provide a plan of responsible service that will prevent over service of alcohol.
5. **Alcohol Control:** Operators of beer/wine gardens should engage servers who have completed a certification program for alcohol service. The operator should develop a method for tracking the number of individual servings participants have consumed such as providing each participant with a maximum number of tickets or wristbands that can be punched each time a serving has been served. The operator of the beer or wine garden should have a plan in place to make transportation service available to participants.
6. **Cleanup:** If the beer/wine garden takes place on Member property, as part of the permitting process, the permittee should be required to restore Member property to pre-event condition.

**ADM.38**  
**FIREWORKS**  
Issued: 02/2016  
Revised: 03/2023

**POSSIBLE EXPOSURES:**

Discharging fireworks can cause injury to people or damage to property. Members could face liability for injuries or damages resulting from a firework display as a part of a Member's special event. Liability may also result from failing to enforce state law or local ordinances that limit or restrict the sale and discharge of fireworks.

**RECOMMENDED CONTROLS:**

**Professional Firework Displays:**

When a Member allows fireworks as part of a special event it is organizing, the Member should contract with a licensed and reputable pyrotechnic operator, with an agreement that includes, but is not limited to, the following:

1. Date, time and length of the display.
2. Scope of work, including type of fireworks to be used in the display.
3. Contractor is responsible for:
  - a. Determining an appropriate location for storage, staging and discharging of the fireworks.
  - b. Location where spectators can view the display.
  - c. Inspection of discharge location for any hazards prior to and after the fireworks show.
4. General Insurance requirements with limits commensurate to the risk, but not less than \$2,000,000 each occurrence. Insurance should be endorsed to add the Member as an additional insured.
5. Indemnification and hold harmless language in favor of the Member. Please refer to [ADM.21 Insurance and Indemnity Requirements for Contracts](#).

The contract and accompanying insurance endorsements should then be reviewed by legal counsel to ensure adequate protection for the Member.

For more information on coordination of special events, please refer to [ADM.04 Special Events](#).

**Firework Ordinances:**

[RCW 70.77.395](#) limits the dates and times consumer fireworks can be sold or discharged within the state of Washington. A Member may wish to adopt an ordinance which regulates the sale and discharge of fireworks that is more restrictive than state law, including a total ban. However, per

[RCW 70.77.250](#), any ordinance adopted by a city that is more restrictive than state law shall have an effective date no sooner than one year after its adoption. In addition, Members should ensure that any ordinance restricting or banning the sale and discharge of fireworks can be enforced. Ordinances that restrict fireworks use based upon their content, or reserving unbounded discretion to a government employee, may present constitutional problems.

**PAR.11**  
**FACILITY USE AGREEMENTS**

Issued: 1/1996  
Revised: 02/2018  
Revised: 03/2023

**POSSIBLE EXPOSURES:**

Many WCIA Members allow groups and/or individuals to use or rent a portion of a Member-owned facility. Some Members may charge a fee for the use of the facility while others allow the facility to be used free of charge. If someone is injured while using/renting or attending a function at the facility, there may be allegations of negligence with regard to control of the premises, supervision, improper planning, or negligent maintenance.

**RECOMMENDED CONTROLS:**

To reduce the potential for liability, Members should take reasonable action to ensure the property/facility is in a reasonably safe condition for its intended or expected use.

In addition, Members should consider the following, to include but not limited to:

1. Coordination, planning and scheduling of the facility use should be centralized.
2. Members should have written rules/policies on the types of use permitted at a facility, maximum number of occupants, hours of use permitted and when police or security will be required and/or other permits necessary (banquet permit, non-profit “special occasion license”, etc.). Members should consistently follow the written rules/policies to ensure non-discriminatory approval of facility use.
  - a. Free or below fair market value use of Member facilities for anything but certain charitable organizations may constitute a prohibited gift of public property proscribed by Ar. VIII., Sec. 7 of the Washington State Constitution.
  - b. Rules that limit the types of organizations or groups that may use/rent Member facilities should be “content neutral” and fair and equal to all whom are similarly situated.
3. A checklist should be developed to document inspection and any needed maintenance before and after event/use to verify the property/facility is free of known or obvious defects.
4. Members should decide in what circumstances it is prudent to have the user perform the set-up of the facility for its use and when it makes more sense for the Member to perform the set-up. Regardless of who performs the set-up, at the time of application the user should provide a diagram of the proposed layout and equipment needed, for the Member’s approval.

If the user is responsible for set-up, the Member should provide detailed instructions to the user specific to the facility (electrical outlet locations, do not block fire exits, how to assemble equipment to be used, a list of items and areas off-limits to user, etc.)

5. The facility use application should contain a checklist of guidelines for the applicant along with questions regarding the details of the activity the applicant is planning to conduct. It should also put the applicant on notice of facility use expectations and responsibilities and provide Member contact information during business hours and after hours.

6. Generally, the Member should require the user to obtain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the premises. However, some flexibility may be allowed with the insurance requirement. The Member should draft guidelines outlining the criteria as to when the insurance requirement is waived. (Application /Permit could include a check-off box indicating if the requirement is waived.) Suggested criteria could include but not be limited to:

- a. Is the applicant an organization or business?
- b. Will the event involve people other than the applicant's family members and close friends?
- c. Will the event qualify as a "special event" as defined by city ordinance?
- d. Will there be an admission charge or charge for anything provided at the event (goods, food, dues, donations)?
- e. Will the proposed usage increase the Member's liability risk?
- f. Will law enforcement or security be required?
- g. Will alcohol be sold or served?

If the answer to any of the above is yes, then the Member should require insurance.

7. If insurance is required, the user should provide a certificate of insurance, and amendatory endorsements, evidencing the following before using the premises:

- a. General Liability occurrence-based insurance covering premises, products-completed operations and contractual liability. The Member should be named as an additional insured on the user's General Liability insurance policy using ISO form CG 20 11, or coverage at least as broad. The General Liability insurance should be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Depending on Member's determination of the risks involved with the use, higher limits and/or additional types of insurance may be required.
- b. The insurance policy should contain, or be endorsed to contain, that the user's insurance coverage shall be primary insurance as respects the Member. Any



insurance, self-insurance, or insurance pool coverage maintained by the Member should be excess of the user's insurance and shall not contribute to it.

c. The user may obtain the required types and amounts of insurance through an insurance broker or use existing homeowners or commercial general liability coverage as long as it meets or exceeds the requirements. As an option to satisfy the liability coverage requirement, the user may purchase Event Insurance which is linked on the WCIA website, [www.wciapool.org](http://www.wciapool.org). The liability policy automatically names the Member as an additional insured and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

8. For a Member-organized event where outside vendors will be utilized, the same insurance requirements apply. The Member should establish requirements that vendors have the appropriate business licenses and permits.

9. For some events, the Member might wish to require a special event permit which requires more comprehensive information and controls based on the nature of the event. See [ADM.04 Special Events](#).

10. Hold Harmless, defense, and Indemnification language, such as the following, should be included in the agreement.

**User shall defend, indemnify and hold harmless the \_\_\_\_\_ (Name of WCIA Member), its 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 \_\_\_\_\_ (Name of WCIA Member).**

11. Additional insurance requirements should be added to the Facility Use Agreement for the following:

**Alcohol**

The Member should choose whether or not alcohol may be permitted on premises, whether sold or not. If the Member chooses to allow the consumption of alcohol on Member owned premises, please refer to [PAR.11.03 Sample Facility Use Agreement \(Longest Version\)](#) for recommended conditions and controls.

If the user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, the user should procure and maintain for the duration of the agreement Liquor Liability insurance in an amount commensurate to the risk but not less than \$1,000,000 each occurrence. The Member should be named as an additional insured on the Liquor Liability insurance policy. If the user is NOT in the business of manufacturing, distributing, selling, serving or

furnishing alcohol, Host Liquor Liability coverage, included with a General Liability policy, may be adequate.

If a caterer/restaurant/brewery/winery is used to sell and/or serve alcohol, the caterer/restaurant/brewery/winery must secure Liquor Liability insurance, include the Member as an additional insured, and provide proof of coverage to the Member.

**Athletic Participant Events**

General Liability insurance should include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The Event Insurance product through WCIA does not offer participant liability and is not an option for athletic events where participant liability coverage is required.

For additional information, please refer to:

[ADM.21 Insurance and Indemnity Requirements for Contracts](#)

[PAR.11.01 Sample Facility Use Application \(Short Version\)](#)

[PAR.11.02 Sample Facility Use Application \(Medium Version\)](#)

[PAR.11.03 Sample Facility Use Application \(Longest Version\)](#)

**PAR.11.01**  
**SAMPLE FACILITY USE APPLICATION (Short Version)**

Issued: 2/2006  
Reviewed: 02/2018  
Revised: 03/2023

The (Member) wishes to encourage use of (Member) facilities by the community as long as the use is of lawful purpose and does not interfere with the conduct of (Member), its programs or the primary purpose for which the buildings and grounds are intended. Community use of facilities is subject to the terms of (Member) Policy and Procedures No. (Member Policy/Procedure #) and the current schedule of user fees. Funds may be charged for the use of (Member) facilities to ensure that funds intended for (Member) use are not used for other purposes. Permission to use a particular facility may be denied based upon availability, or if the (Member), in its discretion, concludes that the proposed activity is not in the public's best interest; however, no person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, origin, or any other protected class under applicable law.

NAME OF ORGANIZATION \_\_\_\_\_

CONTACT/APPLICANT NAME \_\_\_\_\_ # of PARTICIPANTS \_\_\_\_\_

ADDRESS \_\_\_\_\_ DAYTIME PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

NATURE AND PURPOSE OF ACTIVITY \_\_\_\_\_

SPECIFIC FACILITY/EQUIPMENT REQUESTED \_\_\_\_\_ IN TIME \_\_\_\_\_ OUT TIME \_\_\_\_\_

---

**AGREEMENT, RELEASE, INDEMNIFICATION AND HOLD HARMLESS**

The person or organization entering into a use agreement with the (Member) for the use of (Member) facilities or equipment described above (collectively "the Facilities") certifies that the information given in this Application is current and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations. The Applicant/Organization further agrees to reimburse the (Member) for any damages arising from the Applicant's/Organization's use of said Facilities. Any accident involving injury to participants or damages to the Facilities occurring during the use of the Facilities will be reported to (Member) immediately. FURTHERMORE, the Applicant/Organization agrees as follows:

I am aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the Facilities.

Initial \_\_\_\_\_

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the (Member) and its officials, employees, **volunteers and agents ("the Released Parties")**, and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial \_\_\_\_\_

I agree to defend, indemnify and hold harmless the Released Parties 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 the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial \_\_\_\_\_

I HAVE CAREFULLY READ THIS DOCUMENT, INCLUDING THE RULES AND REGULATIONS ON THE REVERSE SIDE OF THE FORM, AND AGREE ON MY OWN BEHALF AND ON BEHALF OF THE ORGANIZATION, AS APPLICABLE:

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

**PAR.11.02**  
**SAMPLE FACILITY USE APPLICATION (Medium Version)**

Issued: 02/2006  
Revised: 02/2018  
Revised: 03/2023

The (Member) wishes to encourage use of (Member) facilities by the community as long as the use is of lawful purpose and does not interfere with the conduct of (Member) its programs or the primary purpose for which the buildings and grounds are intended. Community use of facilities is subject to the terms of (Member) Policy and Procedures No. (Member Policy/Procedure #) and the current schedule of user fees. Funds may be charged for the use of (Member) facilities to ensure that funds intended for (Member) use are not used for other purposes. Permission to use a particular facility may be denied based upon availability, or if the (Member), in its discretion, concludes that the proposed activity is not in the public's best interest; however, no person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, origin, or any other protected class under applicable law.

NAME OF ORGANIZATION \_\_\_\_\_

CONTACT/APPLICANT NAME \_\_\_\_\_ NUMBER OF TEAMS/PARTICIPANTS \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_ DAYTIME PHONE \_\_\_\_\_

NATURE AND PURPOSE OF ACTIVITY \_\_\_\_\_

SPECIFIC FACILITY REQUESTED \_\_\_\_\_

- |                                           |                                           |                                     |                                           |                                           |
|-------------------------------------------|-------------------------------------------|-------------------------------------|-------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Park             | <input type="checkbox"/> Stage            | <input type="checkbox"/> Auditorium | <input type="checkbox"/> Computer Rm.     | <input type="checkbox"/> Conference Rm. 3 |
| <input type="checkbox"/> Cafeteria        | <input type="checkbox"/> Athletic field   | <input type="checkbox"/> Library    | <input type="checkbox"/> Multipurpose Rm. | <input type="checkbox"/> Gym              |
| <input type="checkbox"/> Conference Rm. 1 | <input type="checkbox"/> Conference Rm 2. | <input type="checkbox"/> LGI        | <input type="checkbox"/> Stadium          | <input type="checkbox"/> Kitchen          |

DATES TO BE USED \_\_\_\_\_ TO \_\_\_\_\_ DAY OF WEEK \_\_\_\_\_

TIMES OF DAY/EVENING: FROM (including se-up) \_\_\_\_\_ AM/PM TO (including take-down) AM/PM

WILL ADMISSION BE CHARGED? \_\_\_\_\_ WILL CUSTODIAL SERVICES BE NEEDED? \_\_\_\_\_  
(Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs and performing routine cleanup.)

EQUIPMENT NEEDED:  Chairs  Tables  Carousel  Flag  Podium  Screen  Microphone  Projector

FACILITY RENTAL FEES will be determined by the latest established rental rates. Payment of charges shown on the application form is to be made to (Member) within 30 days. Charges may be levied to cover the cost of additional services not covered in the original Agreement or for damages or Agreement violations. The (Member) reserves the right to require and charge for custodial and/or other authorized (Member) employees to be on the premises.

**ATHLETIC FIELDS AND FACILITIES**

Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A 600 190 and RCW 28A 600 195 regarding youth sports concussion, head injuries and sudden cardiac arrest. All users of athletic fields and facilities shall comply with (Member's) Gender Equality Policy, pursuant to RCW 49.60.550.

**AGREEMENT, RELEASE AND INDEMNIFICATION**

The person or Organization entering into a use Agreement with the (Member) for the use of (Member) facilities or equipment described above (collectively "the Facilities") certifies that the information given in this Application is current and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations. The Applicant/Organization further agrees to reimburse the (Member) for any damages arising from the Applicant's/Organization's use of said Facilities. Any accident involving injury to participants or damages to the Facilities occurring during the use of the Facilities will be reported to (Member) immediately.

FURTHERMORE, the Applicant agrees as follows:

I am 18 years old or older and authorized to enter into this Agreement. I am aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the Facilities.

Initial \_\_\_\_\_

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the (Member) and its officials, employees, volunteers and agents ("the Released Parties"), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial \_\_\_\_\_

I agree to defend, indemnify and hold harmless the Released Parties 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 the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial \_\_\_\_\_

INSURANCE

The Applicant/Organization is required to 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 occur in connection with the use of the Facilities and the activities of the Applicant/Organization and his or her guests, representatives, volunteers and employees.

Accordingly, the Applicant/Organization shall provide proof of occurrence-based general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and name (Member) as an additional insured by using ISO endorsement CG 20 11, or coverage at least as broad. The insurance policy shall contain, or be endorsed to reflect, that the Applicant's/Organization's insurance coverage shall be primary insurance as respect the (Member). Any insurance, self-insurance, or self-insured pool coverage maintained by the (Member) shall be excess of the Applicant's/Organization's insurance and shall not contribute with it.

If alcohol will be available for consumption, Applicant/Organization may be required to procure and maintain for the duration of the Agreement Liquor Liability insurance in an amount commensurate with the risk, but not less than \$1,000,000 each occurrence, in addition to the required general liability insurance. The (Member) is to be named as an additional insured on the Liquor Liability insurance policy. If a caterer/restaurant/brewery/winery is providing or serving alcohol, the caterer/restaurant/brewery/winery shall procure Liquor Liability insurance in amounts commensurate with the risk, but not less than \$1,000,000 each occurrence, with the (Member) added as an additional insured. Host liquor liability coverage, which may be included in a general liability policy, may be adequate if the Applicant/Organization is not in the business of manufacturing, distributing, selling, furnishing, or serving alcohol.

Liability insurance may be available to the Applicant through the Event Insurance product which can be accessed through the WCIA website, www.wciapool.org. The liability policy automatically names the (Member) as an additional insured and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

*I agree the information provided by me is true and correct. I understand and agree to the conditions of use imposed by the (Member) through this Application. I have read the rules and regulations on the reverse side of this form and agree to the conditions and charges as established on my own behalf and on behalf of the Organization as applicable:*

Printed Name: \_\_\_\_\_

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

## RULES AND REGULATIONS

- Applicant/Organization is responsible for the safety and conduct of its participants and spectators.
  - Adequate adult supervision must be provided by the Applicant/Organization. Security may be required for some activities.
  - All use will be required to comply with the occupancy limits and fire and safety regulations of the (Member) and State of Washington.
  - Use of alcohol is prohibited unless specifically permitted by (Member).
  - . All tobacco products, and drugs are prohibited.
  - Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
  - Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the use application.
  - Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, attaching items to walls and floors, etc..
  - (Member) owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the (Member) has been granted. Groups or individuals cannot use (Member) owned expendable supplies.
  - Applicants are responsible for special set-up requirements and clean-up, unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event.
  - Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
  - The Applicant/Organization shall not engage in discrimination of any kind.
  - Cancellations by Applicant requires at least a 24-hour notice. Otherwise, related actual costs shall be borne by the Applicant.
  - Facility use is cancelled when facility/building is closed by the (Member) due to an emergency or other public safety issue, at the discretion of the (Member).
  - Applicant shall ensure that all facility-users comply with all applicable laws and regulations.
- 
- The (Member) reserves the right to refuse or revoke any authorization issued for the use of a (Member) building or grounds for violations of Facility Use Agreement or these Rules and Regulations. If rental has been paid, (Member) may refund such rental, less expenses incurred by the (Member).
- 

## FOR STAFF USE ONLY

Approved [ ] Disapproved [ ]

Single event [ ] No. of Days [ ] Evenings [ ] Saturday [ ] Sunday & Holiday [ ]

Certificate of Insurance and AI Endorsement CG 20 11 [ ] Requested [ ] Received

Facility/Building Rental Fee \$ \_\_\_\_\_ Per Hour/Event = \$ \_\_\_\_\_ Other charges \$ \_\_\_\_\_

Total Billed \$ \_\_\_\_\_ Date Billed \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of \_\_\_\_\_/Building Facilities Coordinator \_\_\_\_\_ Date \_\_\_\_\_

**PAR.11.03  
SAMPLE FACILITY USE AGREEMENT (Longest Version)**

Issued: 02/2006  
Revised: 02/2022  
Revised: 02/2023

Parks & Recreation / \_\_\_\_\_ **[Facility Name]**  
Address (Mailing & Actual)  
Phone Number, Fax Number & Email Address

**Contact Information:**

Applicant/Organization: \_\_\_\_\_

Contact/Responsible Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Day: \_\_\_\_\_ Date: \_\_\_\_\_ # of People Attending: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Total Rental Hours: \_\_\_\_\_ Set-up begins: \_\_\_\_\_ Event begins: \_\_\_\_\_  
Event ends \_\_\_\_\_ Clean-up ends \_\_\_\_\_

Is this event open to the public?	Yes _____ No _____
Will you charge admission to attend the event?	Yes _____ No _____
Will there be alcohol?	Yes _____ No _____
Will you have a cash bar? – Non-profits only	Yes _____ No _____
Is dancing planned?	Yes _____ No _____
Will you have a band or DJ?	Yes _____ No _____
Will you be hiring security for your event?	Yes _____ No _____

Name of Caterer: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Bartending Service or Bartender: \_\_\_\_\_ Phone #: \_\_\_\_\_

\*\*\*\*\*  
A **Deposit** must accompany this agreement before any date can be confirmed. If you cancel your booking at any time, the Deposit is non-refundable and will be held by the **[Member]**. If damage is caused to the facility the Deposit will be forfeited by the Applicant/Organization to the **[Member]** for payment of any damages. You will receive your Deposit back after the event as soon as the **[Member]** can reasonably confirm the condition of the Facility and contract compliance.

The remaining fees including, for example, rental charges, labor charges, additional purchased time, equipment rental, are due 60 days prior to scheduled event. You will be invoiced in advance by the **[Member]** for these remaining charges. Failure to pay the fees by the required due date may result in forfeiture of reserved date(s).

\*\*\*\*\*

**RENTAL FEES DUE 60 DAYS BEFORE EVENT DATE:**

<b>DEPOSIT:</b> DUE W/ CONTRACT	
------------------------------------	--

**PLEASE MAKE CHECKS PAYABLE  
TO:  
**[Member]****

Visa or MC is also accepted, no debit cards

<b>RENTAL FEE:</b>	
<b>EXTRA HOURS:</b>	
<b>REHEARSAL:</b>	
<b>CATERING FEE:</b>	
<b>OTHER:</b>	
<b>TOTAL DUE:</b>	
<b>DUE BY:</b>	




THE [Member] RESERVES THE RIGHT TO MODIFY THE RULES AND REGULATIONS AS STATED HEREIN WITHOUT PRIOR NOTICE. THE APPLICANT WILL BE NOTIFIED, IN WRITING, OF ANY CHANGES TO THE RULES AND REGULATIONS THEREAFTER.

## [Facility Name] RULES & REGULATIONS

### **RESERVATIONS/FEES:**

1. Reservations for [Facility Name] will be accepted on a “first-come, first served” basis by written agreement accompanied by the Deposit.
2. Reservations are accepted ONE YEAR in advance of desired rental date. Fees are confirmed three months in advance of use.
3. Deposit/Fees are non-transferable and cannot be sold or used by another individual.
4. Refunds will be issued only to the individual or organization that made the rental payment.  
Note: Any returned checks/non-valid credit cards are subject to “return fee charge.” Funds will be requested in money order or cashier’s check only.

### **REHEARSALS:**

5. Rehearsals can be scheduled and purchased two months (60 days) prior to the scheduled event. The rehearsal fee allows one hour of supervised access at the Facility. Rehearsals can be scheduled Monday – Thursday. If you would like a Friday rehearsal, you must wait to schedule one month (30 days) prior to the scheduled event for availability. Rehearsals are NOT a time to decorate or pre-set for the event. Rehearsals are NOT a time for deliveries to arrive. Even if outdoor only access is needed – you will be responsible for the rehearsal fee.

### **FIRE CODE REGULATIONS:**

6. Fire Code Building Occupancy Limits: [Number of Persons].
7. If your attendance exceeds the Fire Code, you will forfeit the FULL DEPOSIT.
8. THIS IS A NON-SMOKING/VAPING FACILITY.
9. Candles may be used if they are fully enclosed; votive and floating candles are acceptable. Candelabras may be used for ceremonies only and then promptly extinguished. The use of fireworks/sparklers, fog/bubble machines or pyrotechnics are prohibited.

### **INSURANCE /MEMBER PERMITS**

10. General Liability occurrence-based insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate is required for events scheduled at the [Facility Name]. The General Liability Insurance must name the [Member] as an ADDITIONAL INSURED using ISO form CG 20 11 or coverage at least as broad. Higher limits may be required for certain uses.

If alcohol will be available for consumption, Applicant/Organization may be required to procure and maintain for the duration of the agreement Liquor Liability insurance in an amount commensurate with the risk, but not less than \$1,000,000 each occurrence. The [Member] is to be named as an additional insured on Liquor Liability insurance. If a caterer/restaurant/brewery/winery is providing or serving alcohol, the caterer/restaurant/brewery/winery shall procure both occurrence-based General Liability and Liquor Liability insurance in amounts commensurate with the risk, but not less than \$1,000,000 each occurrence, with the [Member] added as an additional insured on both liability policies. Host liquor liability coverage, which may be included in a General Liability policy, may be adequate if the Applicant/Organization is not in the business of manufacturing, distributing, furnishing, selling, or serving alcohol. Liability insurance may be available to the Applicant through the Event Insurance product which can be accessed through the WCIA website, [www.wciapool.org](http://www.wciapool.org). The liability policy automatically names the [Member] as an additional insured and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

For athletic events, the General Liability insurance shall include coverage for “participant liability” with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to reflect, that the Applicant’s/Organization’s insurance coverage shall be primary insurance as respect the [Member]. Any

insurance, self-insurance, or self-insured pool coverage maintained by the [Member] shall be excess of the Applicant's insurance and shall not contribute with it. The Certificates of Insurance and additional insured endorsements shall be furnished to the [Member] before use of the facility.

11. The use of inflatable structures is only allowed outside in designated areas and shall only be provided by professional vendors. Proof of Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence, and naming the [Member] as an additional insured using ISO form CG 20 26 or coverage at least as broad, is required from the vendor, as per the Washington State Department of Labor and Industries. This insurance shall contain, or be endorsed to reflect, that the insurance coverage is primary insurance as respect the [Member]. Any insurance, self-insurance, or self-insured pool coverage maintained by the [Member] shall be excess of the vendor's insurance and shall not contribute with it.
12. [Member] Police Department reserves the right to determine if Police presence is required for security at the Applicant's expense; this may also include providing parking attendants.

#### **CATERING REGULATIONS:**

13. All food service must be under the supervision of a Licensed Caterer. All caterers should have a current Health Certificate, Business License, occurrence-based Commercial General Liability Insurance, including completed operations coverage, and Liquor Liability Insurance (if serving alcohol). All food must be prepared in a commercial kitchen, purchased from a store or delivered from a restaurant. No Potlucks are allowed. All wait staff must have a current "Food Worker Card" from the Health Department. There must be an approved plan before the food service set-up can be started for the event.

#### **ALCOHOL REGULATIONS:**

14. All alcohol must be served by a licensed bartender or caterer ONLY. No unattended, open bars are permitted. No self-service of any type is allowed. Personal use of privately provided alcohol is not allowed, including flasks.
15. Consumption of alcohol by minors is prohibited by State Law and this law shall be strictly enforced by the Applicant/Organization; the event may be terminated immediately if consumption of alcohol by minors is allowed. All alcohol must be consumed within the facility and its grounds.
16. The Applicant/Organization expressly assumes legal responsibility for any person's consumption of alcohol, inclusive of all potential consequences thereof.

#### **Alcohol Permits Required**

Applicant/Organization must secure the proper permit from the Washington State Liquor Cannabis Board (WSLCB). Permits can be purchased online from the WSLCB <http://liq.wa.gov/>. A copy of the appropriate permit needs to be in our office 2 months prior to your event and must be displayed at the Facility during the event. Alcohol service must end one hour before the end of the event.

#### **FACILITY CONDITIONS:**

17. Birdseed, rice, confetti, sparkles, potpourri, rose petals, fog/bubble machines, etc. are not allowed inside the [Facility Name] or on the grounds.
18. Food/beverage spills should be immediately cleaned then reported to the Facility staff. Such spills will be noted on the Applicant's Checklist.
19. Any form of music (D.J., tapes/C.D, streamed, live ) must be kept to a reasonable volume. LIVE MUSIC is restricted to 3-4 piece group INSIDE the [Facility Name]. No amplification is allowed OUTSIDE. Dancing is allowed within designated areas only.
20. Releasing of any objects (e.g. balloons, floating sky lanterns) is prohibited due to environmental concerns.
21. Decorations should not be affixed to ceilings, walls, doors, or windows.
22. We do not provide china, glasses, linens, etc. for your event.
23. Caterers are required to uphold all State and County health and safety guidelines as well as the guidelines set by [Facility Name] staff. Food products can be warmed ONLY, in oven or microwaves. Fire Code prohibits cooking on stove. Failure to follow guidelines may result in forfeiture of the Deposit, additional kitchen use fees or denial of future use.
24. With exception to service animals, no animals are permitted in the [Facility Name].
25. Applicant/Organization assumes full responsibility for any damage caused by guests, members, employees, or third parties hired to provide services. Within one week prior to the event, [Facility Name] staff and Applicant shall perform a walkthrough of the Facility to identify any pre-existing damage to the Facility.
26. The misuse of the Facility or failure to comply with the Rules & Regulations and

general information herein may be sufficient cause to immediately terminate the event, forfeiture of Deposit and denial of future use. The [Facility Name] staff reserves the right to terminate the event due to any of the aforementioned infractions or in the event of an emergency.

- 27. [Member] reserves the right to hire a plain-clothes police officer for certain events at the Applicant's expense.
- 28. [Member] Police Department reserves the right to determine if additional police officers or private security are required for certain events at the Applicant's expense.

**APPLICANT'S/ORGANIZATION'S RESPONSIBILITIES:**

**29. Any accident involving injury to participants or damage to facilities or equipment occurring during the use of [Member] facilities or equipment will be reported to [Member] immediately.**

30. Applicant must confirm final plans for the event two months in advance. This includes the final count of participants, caterer (food and alcohol) details, and completed schedule for event. Two weeks before event, a set-up plan is required. If not received by one week prior to the event, the [Facility Name] will select a setup plan. Any changes at event time will be the Applicant's responsibility.

31. Applicant/Organization expressly assumes FULL LEGAL RESPONSIBILITY for the conduct of guests, members, employees, or third parties hired to provide services.

32. Applicant is provided information for recycling and trash disposal and is to supply this information to event vendors including caterers.

33. Applicant/Organization is responsible for providing Commercial General Liability insurance and additional insured endorsement documents to the [Member] at least one month prior to event.

34. Misuse or disrespect of the Facility, staff or failure to comply with the Rules & Regulations and general information may be sufficient cause to terminate the event prior to its scheduled end time, forfeiture of Booking Deposit, and denial of future use. The staff on-duty reserves the right, in their discretion, to determine when and how this should happen. If necessary, law enforcement may be contacted to respond to the event.

35. Should a staff member of [Facility Name] need to contact the [Member] Police Department for assistance, the event may end at the officer's discretion.

**36. Delivery and handling of Applicant's property and rental equipment:**

a. All property brought in for the event must be marked for identification purposes to ensure return.

b. Storage alternatives at the [Facility Name] may be available to the Applicant.

c. Special arrangements must be made for the delivery of property, whether personal or rental, with [Facility Name] at least two weeks in advance. These arrangements will include the name of all persons/ organizations who are making deliveries and the time for these deliveries?

d. The Applicant is responsible for the set-up and take-down of all renter items unless special arrangements have been made in advance. This includes the stacking of these items to await later pick-up.

e. [Member] is not responsible for the loss, theft or damage to the Applicant's or vendor's property.

**ADDITIONAL CONDITIONS/FEES:**

37. Additional conditions may be added after the signing of the contract, by written mutual agreement.

The area below is ONLY to be used for additions which may include but may not be limited to:

\_\_\_\_\_ All tables/chairs returned to the INSIDE of [Facility Name] (deck/grounds not acceptable)

\_\_\_\_\_ Removal of all decorations

\_\_\_\_\_ All personal belongings removed from the facility.

\_\_\_\_\_ All rental items left on site stored in garage area (marked for each event)

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_

**Applicant Initial:** \_\_\_\_\_ **[Member] Initials** \_\_\_\_\_

\*\*\*\*\*

**CANCELLATION POLICY :**

**38. Applicant/Organization cancellation of any event must be made in writing, or via e-mail to the [Member] / Parks & Recreation Dept. and a confirmation must be received by the [Member].**

**39. Applicants cancellation received 90 days: 50% of rental fees will be refunded less the Booking Deposit.**

**40. Applicant cancellation received 60 days or less: 25% of rental fees will be refunded less the Booking Deposit only if event date can be rebooked at the same rental price.**

41. Cancellation 30 days or less: No refund is made.

42. Any refund is returned only to the Applicant/Organization. Fees cannot be transferred, sold, auctioned or gifted to any other person/organization.

\*\*\*\*\*

**STATEMENT OF RESPONSIBILITY, RISK ASSUMPTION, RELEASE, AND INDEMNIFICATION**

The person or Organization entering into a Use Agreement with the [Member] for the use of [Member] facilities or equipment described above (collectively “the Facilities”) certifies that the information given in this Application is true and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations.

The Applicant agrees as follows:

I agree to the Rental Rules & Regulations of use for the [Facility Name], accept FULL LEGAL LIABILITY for the above-described event, and will exercise due care in the use of the Facilities.

Initial \_\_\_\_

I am aware of and expressly assume all of the various risks of property damage, serious injury and/or death associated with or arising out of the use of the Facilities.

Initial \_\_\_\_

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the [Member] and its officials, employees, volunteers and agents (“the Released Parties”), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any property damage, bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial \_\_\_\_

I agree to defend, indemnify and hold harmless the Released Parties 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 the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial \_\_\_\_

MAIL CONTRACT TO:  
[MEMBER]  
MAILING ADDRESS  
CITY, STATE & ZIP

*I have read the rules and regulations above and agree to all of the terms, conditions and charges set forth, on my own behalf and on behalf of the Organization as applicable:*

APPLICANT (signature)

Signed by: \_\_\_\_\_

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

AGREEMENT EXECUTED:

[MEMBER] (Signature)

Signed by: \_\_\_\_\_

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

**PAR.27**  
**INFLATABLES AND AMUSEMENT RIDES**

Issued: 12/2012

Reviewed: 04/2022

Revised: 03/2023

**POSSIBLE EXPOSURES:**

Amusement rides, including inflatable devices, are responsible for numerous injuries and deaths each year. Members that allow the use of these devices on their property could face allegations of negligence related to the set-up, operation, supervision of participants and failure to ensure compliance with state inspection requirements.

**RECOMMENDED CONTROLS:**

In Washington State, all operators or owners of amusement rides, which include air supported inflatable devices or “bounce houses,” must obtain an annual operating permit from the Department of Labor and Industries (L&I) for each amusement ride or inflatable per RCW 67.42 and WAC 296-403A. The person applying for an operating permit must provide the following documentation on an application form provided by L&I and pay the appropriate fee:

1. The name, address and telephone number of the owner or operator of the amusement ride or structure together with the name and signature of the applicant
2. Description of amusement ride or structure. Each amusement ride or structure must be individually identified:
  - a) By a trade name or title and a narrative description from which the amusement structure or ride can be identified; and
  - b) A serial number which is welded onto the frame or contained on an identification plate which is permanently affixed to the amusement structure or ride.
3. Certificate of inspection: The amusement ride inspector or insurer per RCW 67.42.020 (2) must certify that the amusement ride or structure has been inspected for safety and meets the standards for compliance with all applicable requirements of the National Electrical Code and this chapter, manufacturer's specifications, American Society of Testing and Materials (ASTM) Standards on Amusement Rides and Devices, and insurance company inspection requirements. Amusement rides or structures that undergo major modification must be recertified by an amusement ride inspector or insurer per RCW 67.42.020 (2) before being placed into operation.

In addition to this information, each owner/operator of amusement rides and inflatable devices, must have and keep in effect an insurance policy in an amount not less than one million dollars per occurrence insuring:

1. The owner or operator and
2. Any municipality or county on whose property the amusement ride or structure stands, or any municipality or county which has contracted with the owner or operator against liability for injury to persons arising out of the use of the amusement ride or structure

Also, a certificate of insurance must be provided to the event organizer, lessor, landowner or other person responsible for an amusement ride being offered for use by the public, stating the insurance required above is in effect.

Once an operating permit has been obtained, an operating decal will be provided to the owner/operator of the ride and this decal must be posted on the ride in an easily viewable location. The owner or operator of the amusement ride must also have available for inspection, at the location where the amusement ride or structure is to be operated, a copy of the operating permit for each amusement ride or structure.

Regardless of who is organizing an event, WCIA recommends that Members only allow certified operators with a valid permit and proof of insurance to operate amusement rides and inflatable devices on the Member's property. This would prohibit privately owned equipment, unless the owner has gone through the certification process and obtained an operator's permit. WCIA does not recommend Members own their own inflatable devices. However, if a Member does own and operate their own inflatable device, the Member must meet the requirements for obtaining an operating permit. In addition, any Member employees who will be responsible for the operation of the inflatable device or supervision of the users should be properly trained.

For those special events that the Member is organizing, WCIA recommends Members contract with a vendor who has the proper operating permit and insurance to provide the inflatable or amusement ride. The vendor should be responsible for set-up, take-down and operation of the equipment as well as supervision of the participants during use. The contract with the vendor should include waiver and indemnification language favorable to the Member as well as requiring the vendor to have liability insurance that lists the Member as an additional insured. Pursuant to RCW 67.42.030, the inflatable vendor is required to maintain General Liability insurance in an amount not less than \$1,000,000 per occurrence. If multiple inflatables are allowed at a single event, the limits of insurance required should be increased, commensurate to the risk.

For further information and as a list of certified operators you can access the [Amusement Ride Operators Labor and Industries List](#).



**PAR.28**  
**FUN RUN/WALKS AND OBSTACLE COURSE EVENTS**

Issued: 06/15

Reviewed: 10/2015

Revised: 03/2023

**POSSIBLE EXPOSURES:**

Competitive running races, fun runs/walks and obstacle courses on Member property or right-of-way continue to be popular events. Because of the physical nature of these types of events, injuries to participants and/or spectators could result. Members could have liability exposure for injuries to participants and/or spectators if adequate controls are not established.

**RECOMMENDED CONTROLS:**

There are many different types of running events, including road races, fun runs/walks and obstacle courses, including mud runs and warrior dashes. These events should be considered under the Member's special events ordinance and policy. For special events guidance and sample forms, see ADM.04, ADM.04.1, ADM.04.2, ADM.04.3, ADM.04.4

For obstacle course type events, WCIA recommends Members transfer the risk by allowing only professional companies to organize and operate these types of events on Member property or public right-of-way. A Special Event Permit should be obtained from the professional company, requiring the company to indemnify, defend and hold the Member harmless for the event and requiring Commercial General Liability insurance (CGL), with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, naming the Member as an additional insured. The CGL policy should include coverage for participant liability with limits of not less than \$1,000,000 each occurrence. Some of these types of events provide a beer garden at the conclusion of the race. See ADM.35 for guidance and controls for beer gardens.

If a Member is organizing any type of 5K (3.1 miles) or 10K (6.2 miles) competitive or fun runs/walks, or half (13.1 miles) or full marathons (26.2 miles), the following controls should be considered, including but not limited to:

1. ***Participant Waivers:*** Each participant should sign a participant waiver which advises of the inherent risks of these types of races and protects the Member. If the participants are minors, a parent or legal guardian should sign a waiver for any loss the parent incurs arising out of injury to the minor.
2. ***Limit age of Participants:*** Children under 14 years old should not be allowed to participate in runs that are 5K or longer. Some race events will offer a one mile run for minors under 14 years old.
3. ***Race Waves:*** Participants with similar experience and ability should go through the course at the same time. The faster, more competitive, participants should start

first, and then waves with progressively slower participants should be spaced 10-15 minutes apart, with walkers starting in the last wave.

4. **Course Layout:** Inspect the course in the weeks prior to the event to identify and correct holes or surface irregularities. Consider closing streets to vehicle traffic where participants are expected to run or cross. Provide for adequate traffic control prior to and during the event. Significant traffic revisions should be reviewed by the City Engineer, or comparable official, to ensure safety and compliance with applicable standards. Provide water stations periodically throughout the course and at the end. Spectators should be kept off the course.
5. **Safety Rules:** As with any event, safety rules should be created and provided to participants prior to the event. Consider including the safety rules with the participant registration packet and also posting safety rules at the entrance to the event. Safety rules should include but are not limited to:
  - a. Participants or spectators in violation of race or safety rules or local, state, or federal laws may be removed from the event.
  - b. Participants deviating from the official course will be disqualified.
  - c. No weapons, fireworks, intoxicating substances allowed at the event.
  - d. (optional) Pets are not allowed on the racecourse.
  - e. (optional) Strollers are not allowed on the racecourse.
6. **Medical Personnel:** A medical station, staffed with medical personnel, should be set up near the course finish. For longer races, EMTs or trained medical providers should be stationed throughout the course.
7. **Supervision:** Event staff or volunteers should be stationed along the course route, particularly when the course turns, and at intersections. Staff should be equipped with a method to call for assistance (radio, cell phone).

Please see PAR.28.01 Sample Fun Run Risk Assessment.

## PAR.28.01

### Sample Fun Run Risk Assessment

Issued: 10/2015  
Revised: 03/2023

#### Event Risk Assessment

Event:	5K & 10K fun run
Location / Venue:	
Date:	
Organiser:	

What is the risk?	Who might be at risk, and how?	What is already in place to control the risk?	Do you need to do anything else? If so, what?
Slips, trips and falls	<p>Participants Children Elderly people Volunteers</p> <p>Trip hazards on route Tripping on start tape/electronic finish mat Falling over each other at start</p>	<p>Route is checked by park staff for any uneven surfaces prior to event. Uneven surfaces are corrected or marked.</p>	<p>Start tape will be taken away promptly after start. Finish mat will be made visible to tired racers. Race start will be staggered, with faster runners in 10K beginning earlier, to avoid people colliding and tripping one another. Rules stating what is allowed or prohibited on course (e.g., dogs, strollers) are posted and enforced. Suitable acknowledgement of risk, and release of liability, executed as condition of entry.</p>
Dehydration / Fatigue	<p>Participants Children Elderly People Pregnant women</p> <p>Running for long time without water Very warm weather</p>	<p>Water stations at each mile.</p>	<p>Water will be on hand at start and end of race route. For 10K participants, hand out electrolyte products along the course. Carbohydrate-based snacks provided at end of route staging area (e.g., bananas, bagels). Race staff/volunteers will be trained on symptoms of dehydration.</p>

			<p>Race staff/volunteers on course route will be provided a cell phone to use for emergencies. First Aid cover/tent will be provided at end of race gathering area, staffed with medical personnel. Inclement weather covers/tents will be provided at gathering areas (start and end of route).</p>
<p>Race participants going off course.</p>	<p>Participant might get lost. Participants might encounter off-route hazards (e.g., loose dogs, running surface defects, unsafe areas)</p>	<p>A map of the course will be provided at registration and posted at start of race gathering area. The route will be clearly signed, particularly at intersections. Turn-around points will be staffed and signed.</p>	<p>Race staff/volunteers will be fully briefed with directions and maps. Race staff/volunteers will be stationed at each intersection and turn in the course. Identify course and surrounding area issues during pre-race walkthrough.</p>
<p>Other considerations:  Costumes  Obstacle courses  Themes  Kids' run  Inflatables/children's activities at start or end  Food vendors at start or end  Alcohol available in designated and controlled area</p>			

**PER.02**  
**VOLUNTEER PROGRAMS**

Issued: 01/1988  
Reviewed: 06/2016  
Revised: 03/2023

**POSSIBLE EXPOSURES:**

Volunteers include but are not limited to the following categories:

1. Public Safety Workers (i.e., volunteer fire, police reserves) See [FIR.08 Volunteer Firefighters Guideline](#) and [POL.13 Police Reserves Guideline](#),
2. Continuous volunteer service by an individual (i.e., instructor, coaches, administrative assistance, program coordination),
3. Work release or court referred alternative sentencing i.e., community service workers See [PER.04 Community Service Workers Guideline](#),
4. Various organizations (i.e., Boy Scouts, Girl Scouts, local businesses, churches, and other community organizations),
5. One time or special project (i.e., advertisements requesting assistance from community for specific project).

For each category of volunteers, there is a potential loss exposure due to injury suffered by the volunteer or the volunteer may cause injury or damage to another person or property while performing assigned duties. Either could result in liability claims against the Member.

**RECOMMENDED CONTROLS:**

**Volunteer Policy:**

Develop and adopt a written policy that includes, but is not limited to:

- (1) Type of volunteer service
- (2) Scope of duties
- (3) Responsibilities of supervision
- (4) Training required
- (5) Use of personal protective equipment
- (6) Criminal history screening and driver license checks
- (7) Department of Labor & Industries coverage for injuries to volunteers (Note: L&I coverage for volunteers is limited to medical payments if premiums have been paid. It does not prohibit liability claims by volunteers).

**Selection and Screening:**

Individual volunteers should be properly screened and should complete a volunteer application form. The application should include, but not be limited to the following:

1. Personal information such as name, address, telephone number, email address, etc.
2. Hours and dates of availability
3. Previous volunteer experience

4. List of skills or specialized knowledge
5. A statement that a criminal history screening will be performed
6. At least three personal references who are not family members
7. Waiver of liability related to obtaining personal history information
8. Emergency contact information

Applicants that are selected should then be requested to sign a Volunteer Agreement. The Volunteer Agreement should include, but not be limited to:

1. A waiver of liability and hold harmless agreement (parent or guardian must sign on behalf of a minor)
2. Reference the Volunteer Handbook, which includes the Member's rules of conduct and pertinent policies and procedures
3. The scope of the volunteer's duties, including clearly identified job functions (outlined in the volunteer's position description if applicable) and a thorough description of what is expected of the volunteer
4. A section for the applicant to confirm that he/she can perform the volunteer duties outlined in the scope of the volunteer duties with or without accommodation
5. Expected days and hours of service, including duration, if applicable
6. A release for a criminal history screening
7. Credit check release, if applicable
8. Request for an updated abstract driving record (ADR), if applicable
9. Authorization to allow emergency medical treatment

WCIA strongly recommends Members conduct a national criminal history screening on all volunteers as this now best practice. Members should use a background company that is accredited by the National Association of Professional Background Screeners (NAPBS). A private vendor who provides criminal history records information (CHRI) checks will have access to information from other states and federal crime databases. The Washington State Patrol (WSP) WATCH program may not be thorough enough as the information provided by WSP will not capture out-of-state convictions or sex offender registry information. Please see RCW 35.21.920, RCW 35A.21.370, RCW 35.61.130 and RCW 43.43.830–839. Volunteer applicants should be provided a copy of their criminal history screening when one is performed. Please refer to PAR.20 Background Checks for Park and Recreation for further information.

#### **Orientation & Handbooks:**

Volunteers should be given an orientation and/or handbook. The orientation/handbook should include, but not be limited to the following:

1. Lists of duties and defined responsibilities
2. Supervisory & training responsibilities
3. Benefits & insurances
4. Age requirements
5. Safety
6. Rules of conduct
7. Waiver & release forms
8. Role in organization

9. Prohibited acts
10. Recordkeeping
11. General safety
12. Behavioral standards
13. Confidentiality
14. Dress code
15. Anti-Harassment and discrimination policy
16. Emergency procedures
17. Accident/Incident procedures
18. Computer use policy
19. Drug and alcohol policy
20. Vehicle use policy

### **Supervision and Training:**

Appropriate supervision should be provided by the Member when individual volunteers are utilized. When organizations are used for volunteer service, the organization should provide adequate supervision and the Member should provide overall supervision of the project.

WCIA strongly recommends against using volunteers under 14 years of age due to the level of supervision necessary. The Washington State Department of Labor and Industries prohibits minors from performing certain job functions. WAC 296-125-030 provides a list of jobs that are prohibited for minor workers and WAC 296-125-033 lists duties that are prohibited for minors under 16 years of age. Additional information regarding prohibited duties for minors can be found on the Washington State Department of Labor and Industries website at:

<https://lni.wa.gov/workers-rights/youth-employment/prohibited-duties>

Any organizations whose membership consists of minors should be required to provide all the necessary adult supervision needed to perform the volunteer activities safely.

Members should provide adequate instruction and training to ensure all volunteers perform tasks properly and safely. Members should provide individual volunteers with adequate supervision and knowledge of Member rules and requirements. When required by WAC 296-800-160, personal protective equipment should be provided by the Member and volunteers should be trained on its proper use.

### **Organizational Agreements:**

A distinction should be made regarding organizational volunteer workers and individual volunteer service workers. Contracts should be developed with the appropriate organizations that provide volunteer workers and all contracts should be reviewed by the Member's Attorney. The contracts should require the agency providing the volunteers to be responsible for supervision of their volunteers and to hold harmless, defend and indemnify the Member from any claims by the volunteers or liability caused by the volunteers. In addition, the Member should require the organization to carry liability

insurance, naming the Member as an additional insured. Please see [ADM.21 Insurance Indemnity Requirements for Contracts](#) for further information.



**Medical Coverage:**

WCIA recommends Members track and record the hours worked by volunteers and report these hours to the Washington State Department of Labor and Industries. This will allow for medical expenses incurred by a volunteer due to an injury suffered while performing volunteer duties to be covered by Labor and Industries

**Recordkeeping:**

Members should keep records for each volunteer, including, but is not limited to:

1. Signed application
2. Signed volunteer agreement
3. Background check
4. Current ADR
5. Credit checks
6. Documentation of hours worked
7. Training documentation

Any document that relates to an accident involving a minor should be kept for 3 years after the minor's 18<sup>th</sup> birthday. All other records should be kept in accordance with the Local Government Agencies General Records Retention Schedule.

[PER.02.01 Sample Individual Volunteer Service Agreement](#)

[PER.02.02 Sample Organizational Volunteer Service Agreement](#)

[PER.02.03 Sample Volunteer Handbook](#)

**PER.02.01**  
**SAMPLE INDIVIDUAL VOLUNTEER SERVICE AGREEMENT**

Issued: 12/1999  
Reviewed: 06/2016  
Revised: 03/2023

I \_\_\_\_\_ hereby volunteer my services to perform only the services as outlined in the attached scope of volunteer work for the \_\_\_\_\_ Department of \_\_\_\_\_. I understand I will not be compensated for my work but I will complete my volunteer duties in a responsible manner. If I decide to discontinue my volunteer service I will notify the \_\_\_\_\_ Department.

Further, I hereby certify that I am capable of performing the duties as outlined in the attached scope of volunteer work (check which applies) ( ) without accommodation or ( ) with the following accommodations:

\_\_\_\_\_  
\_\_\_\_\_

In consideration of \_\_\_\_\_ giving me permission to perform these volunteer services, I agree to the following terms (initial each):

1. \_\_\_\_\_ I understand that I am not to appear for volunteer service under the influence of any drugs or alcohol.
2. \_\_\_\_\_ I will abide by all of \_\_\_\_\_ policies regarding personal conduct while performing volunteer services.
3. \_\_\_\_\_ I agree not to go beyond the scope of volunteer work agreed to without authorization.
4. Should an injury occur during the scope of my service, I understand that:  
\_\_\_\_\_ has included my hours of volunteer service in the Washington State Department of Labor and Industries coverage for volunteer workers.
5. \_\_\_\_\_ I understand that I am to report any on-the-job injury or illness, no matter how minor, to \_\_\_\_\_. Depending on the scope of volunteer work, the following policies may apply:  
(Please initial the policies reviewed)  
\_\_\_\_\_ Driving  
\_\_\_\_\_ Accident Prevention Program  
\_\_\_\_\_ Machinery/Equipment Operation  
\_\_\_\_\_ Workplace Harassment  
\_\_\_\_\_ Alcohol, Drugs & Intoxicants  
\_\_\_\_\_ Internet & Other Workplace Communication Systems
6. \_\_\_\_\_ I acknowledge that I have been trained on the above initialed policies and understand them and/or have had the opportunity to ask any questions.
7. \_\_\_\_\_ I consent to \_\_\_\_\_ performing a criminal history screening and waive any right of privacy I may have in such information for the limited purpose of \_\_\_\_\_ considering it for determining my suitability as a volunteer.

8. \_\_\_\_\_ I understand that I or \_\_\_\_\_ may terminate this agreement at any time without cause, that I am volunteering my services at will and may be asked to discontinue such without prior notice or reason.
9. \_\_\_\_\_ I am fully aware that the work associated with being a Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of \_\_\_\_\_ facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless \_\_\_\_\_, its officials, employees, volunteers and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities, except for those caused by the sole negligence of \_\_\_\_\_.
10. \_\_\_\_\_ I give permission for photos/videos taken of myself during volunteer activities to be used for publicity purposes, without recompense.

I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this program.  
 YES \_\_\_\_\_ NO \_\_\_\_\_

This agreement will be in effect for the duration of my volunteer services beginning this date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 Member

\_\_\_\_\_  
 Volunteer's Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Parent/Legal Guardian

**PER.02.02**  
**SAMPLE ORGANIZATIONAL**  
**VOLUNTEER SERVICE AGREEMENT**

Issued: 12/1999  
Reviewed: 06/2016  
Reviewed: 03/2023

Our organization, the \_\_\_\_\_, will provide volunteers to perform only the services as outlined in the attached scope of volunteer work for [Member]. We understand that we will not be compensated for our work but we will complete our volunteer duties in a responsible manner. If we decide to discontinue our volunteer services, our contact person (designated below) will notify the Director of the \_\_\_\_\_ Department.

We understand and agree that:

- None of the group is to appear for volunteer service under the influence of any drugs or alcohol.
- The [Member] has included our hours of volunteer service in the Washington State Department of Labor and Industries coverage for volunteer workers.
- Our organization will provide the [Member] with a roster of individual participants including the names, ages and hours worked.
- Our organization will report any injuries sustained by participants during their volunteer activities to the [Member] immediately upon occurrence. Notice will be provided on the Incident/Accident Report Form furnished by the [Member].
- Our organization is responsible for directly supervising the activities of all the individuals in our group who will be doing volunteer work, and therefore, in consideration of our organization and members being permitted to perform services on [Member] property, our organization agrees to defend, indemnify and hold harmless the [Member] and its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage or other loss of any kind to anyone including members of our organization that might arise out of our activities or the actions of any individuals of our group, except for injuries or damages caused by the sole negligence of the [Member].
- Our organization has commercial general liability insurance of at least one million dollars to cover our activities. A copy of the certificate of insurance and the additional insured endorsement, naming the [Member] as an “additional insured,” is attached.
- The [Member] may terminate this agreement at any time without cause, and we agree that we are volunteering our services at will and may be asked to discontinue such without prior notice or reason.

This agreement will be in effect for the duration of our volunteer services or one year, whichever is less, beginning on this date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized Signature on behalf of Organization

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

## EVENT INSURANCE

WCIA members typically require the public to have some form of liability insurance when requesting use of their facilities. Members have the option of directing individuals to purchase liability insurance with an insurance company called Intact when the user does not have the requested insurance. Intact's product called GatherGuard is available for quotes and purchases and can be found through a link on the WCIA website. GatherGuard Event Insurance replaces the TULIP product once offered by Intact.

The pricing in GatherGuard is similar to TULIP for the \$1 Million General Liability Policy. GatherGuard also offers higher coverage limits for a higher premium. Event organizers can purchase a policy with \$1 Million or \$2 Million in liability coverage. Additionally, there are optional higher limits, which must be set up for each location, that will allow the event organizer to select from \$1 Million to \$5 Million in liability coverage. The member will have to let the event organizer know which coverage limit the member requires for the specific event. Host Liquor liability coverage is included in GatherGuard's general liability policy. Liquor Liability coverage is also available for an additional fee for events where Host Liquor coverage is not applicable. The total premium is determined by the type of event, number of attendees, number of days, policy limits, and optional coverages selected. Refer the event organizer or facility user to GatherGuard's website to fill out a quote for pricing information. If needed, WCIA Risk Management Representatives can help determine how much insurance should be requested, what type of liquor liability policy is needed, and/or any other special event liability questions or concern there may be.

Most of the existing TULIP locations have been migrated over to GatherGuard by WCIA. New locations can be added. GatherGuard uses Google Maps behind-the-scenes therefore exact street addresses are required. Instead of listing several different items at the same address, such as a gazebo, auditorium, and a park, the main location name and address are listed. Event Organizers can either find a location by searching by address, name, the assigned GatherGuard venue code, or a direct link from GatherGuard. The venue codes are different from the ones previously in TULIP. It is best to use the GatherGuard venue code or the direct link, so the member receives the emailed purchase confirmation and the certificate lists the location and member. If an "unofficial" location is selected, that is just based on Google Maps, the member will not receive a purchase confirmation email and the certificate will not show the member. There are two endorsements on the GatherGuard policy, "Additional Insured – Managers or Lessors of Premises" and "Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations." If a tenant user selects an "unofficial" location the member is still an additional insured by endorsement if the correct location is listed (name and address) because of the first endorsement. The second endorsement is for events which require a permit and the member issuing the permit is an additional insured.

For eligible events which require street closers, the location name "Name City/Town Hall (Parades, Block Parties/Street Closures, Walk/Run Events)" is used.

The purchase confirmation includes two attachments, the Certificate of Liability Insurance and the policy. The email will come from team@gatherguard.com. Members should add this email address to the email safe recipient list to make sure the confirmation emails come through.

The link to GatherGuard, <https://gatherguard.com/>, is listed on WCIA's website, [www.wciapool.org](http://www.wciapool.org), with instructions. The official location list including the venue ID codes and direct GatherGuard link were sent to members from Tiffany Woods, [tiffanyw@wciapool.org](mailto:tiffanyw@wciapool.org). For changes and additions contact Tiffany.

## **FEMA Links**

FEMA Special Events Course:

<https://training.fema.gov/is/courseoverview.aspx?code=is-15.b>

This web-based course provides public safety agency personnel information related to pre-event planning, forming the planning team, event hazard analysis, and responding to incidents during special events in their community. Though relevant special events statutes/ordinances and codes must be considered by public safety agency personnel engaged in special event planning, an extensive job aid manual is included in the course and available for download on the course web page.

### **Course Objectives:**

At the end of this course, the participants will be able to:

- Define special event.
- Identify a special event contingency planning team.
- Conduct a hazard analysis for a special event.
- Describe how the incident command system (ICS) can be used in response to an incident at a special event.

[Special Events Planning Manual](#)

### **Special Events Contingency Planning Job Aids Manual March 2005 (Updated May 2010)**

The purpose of this manual is the prevention of injury, suffering, or death that may occur as a result of poor planning or preventable incidents at public events. This manual is intended to provide guidance for the management of risks associated with conducting events that involve mass gatherings of people and assist planners and organizers in making such events safe and successful. Details of the development of the manual and other related matters are noted in the Background section of the Introduction. The manual was sponsored, edited, and published by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). FEMA has prepared this manual for use by anyone planning or conducting a special event or mass gathering. This manual is intended to enable its users to ensure that adequate measures and systems are in place to prevent, reduce, and provide care for injuries, illness, and suffering that may occur.

Many people, in addition to health personnel, contribute significantly to the success of a public event. Therefore, FEMA anticipates that this manual will be distributed to event promoters, managers, public and private organizations, emergency service personnel, government bodies, and any individual or organization that contributes to the planning of events. Wide distribution is encouraged, providing that individuals understand that the detailed contents of the manual are directed principally at managing the health and safety aspects of the event for all participants, officials, and spectators.



The manual is not intended to override any existing legislation or local emergency management procedures. Further, it does not seek to address the preparation of emergency response plans, but rather identifies the elements that should be considered by those responsible for planning and conducting events that attract large numbers of people. Local governments and emergency services should be approached for more detailed advice on other aspects of planning and for the necessary permits and licenses required.

FEMA Checklists:

<https://www.domesticpreparedness.com/resilience/special-events-pre-event-planning-checklists/>

**Special Events: Pre-Event Planning Checklists**

[https://www.domesticpreparedness.com/site/assets/files/6985/preevent\\_checklist.pdf](https://www.domesticpreparedness.com/site/assets/files/6985/preevent_checklist.pdf)

**Pre-Event Planning Checklist**

<http://www.governmenttraininginc.com/pdfs/Special-Event-Security-TOC.pdf>

## **SPECIAL EVENT CONTRACT ELEMENTS**

Special events can involve unique risks that may vary depending on factors such as the anticipated number of attendees, length of the event, type of activities, vendors and location. Members can greatly reduce the potential for liability by having a written contract or special event permit that contains indemnification language and insurance requirements. These contracts or permits should include, but not be limited to, the following information:

1. **Involved Parties** – Name of the organization, group or person(s) organizing, sponsoring and/or responsible for the event as well as the name of the Member. Be sure the Member's name is the legal entity (City of \*\*\*) and not a department (\*\* \*Parks Department).
2. **Details of the Event** – Include name of the event, dates and times it will be held, location and map or layout of vendors and activities. This information can be included in the contract or permit itself or through the use of an appendix or exhibit that is attached and referenced in the contract/permit.
3. **Duties and Responsibilities of the Parties** – Outline the duties and responsibilities of the event organizer, which may include but not be limited to; inspection of the premises prior to the event, arranging for security, garbage receptacles and disposal, portable restrooms, organizing and supervising the set-up and take-down of event booths, vendors, activities, coordination and supervision of volunteers and posting of informational signage. If the Member is to be responsible for any of these or other tasks, be specific about which party is responsible for what.
4. **Indemnification, Defense and Hold Harmless** – The indemnification language should be in favor of the Member with the exception of claims arising out of the Member's sole negligence.
5. **Insurance** – Require general liability insurance covering premises, operations, products-completed operations and contractual liability. The liability insurance should have minimum limits of \$1 million per occurrence and \$2 million aggregate. Include a requirement to list the Member as an additional insured and the insurance to be primary and non-contributory. Depending on the type and location of the special event as well as the number of anticipated attendees, higher limits and/or additional insurance types may be recommended. In addition, insurance may be available for the special event through Event Insurance.
6. **Appropriate Signatures** – The contract should be signed by the person within the Member agency who has been granted authority, by statute or ordinance, to sign contracts legally binding the Member. This may be the Mayor, City Administrator/Manager, Chief Operating Officer or Executive Director. The person signing the contract/permit for the special event organizer must be over 18 years old and with legal authority to sign on behalf of the organizer.

For more detailed information regarding WCIA's recommendations for indemnification language and insurance requirements, please see risk management guidelines, ADM.04 Special Events and ADM.21 Insurance and Indemnity Requirements for Contracts. You can also contact your assigned Risk Management Representative for further assistance.

# Look! Up in the Sky!

By Debbi Sellers

It's a bird! It's a plane! No, wait...it's an Unmanned Aircraft System!?

Yes, more and more as you look up into the sky you will see Unmanned Aircraft Systems (UAS), also known more commonly as drones. The Federal Aviation Administration (FAA) estimates sales of drones for recreational purposes will more than double from 1.9 million in 2016 to a whopping 4.3 million in 2020. As sales increase, Members can expect to see an increased use of drones in the airspace, especially over parks and recreational areas.

As spring turns into summer, Members see an increase in usage of their parks and recreational areas. Members are also reporting an increase in recreational drone use. As families enjoy the sunshine and outdoor activities, the potential risks associated with drone use are amplified. Members may hear complaints from citizens about noise from drones, interference with their ability to use and enjoy the park as well as reports of injuries or property damage caused by drones. What should Members do? How can Members address the concerns of their citizens?

WCIA recommends against Members banning UAS over Member-owned property or right-of-way. The FAA has issued a policy statement saying any such local government bans will be "strictly scrutinized" and may be invalidated under preemption law. Instead, for Members who are concerned with the use of UAS in parks and recreational spaces, we recommend instituting rules and safety recommendations which align with the FAA's recommendations for recreational drone users. These rules should be added to existing rules posted in parks as well as be posted on Members' websites.

Signage should include these FAA requirements for recreational drone users:

- Read and understand all safety guidelines
- Be a U.S. citizen or legal permanent resident

In addition, the posted rules should include, but not be limited to, these safety and operational guidelines:

- Fly at or below 400 feet
- Always keep your drone within sight
- Operate drones in daylight hours only
- Never fly near other aircraft, especially near airports
- Never fly over groups of people
- Never fly over stadiums or sports events
- Never fly near emergency response efforts such as fires
- Never fly under the influence
- Be aware of airspace requirements

- No careless or reckless operations
- Drone operators are responsible for any injury or damage caused by the drone

Members who wish to restrict the use of drones over parks or other Member-owned property, should ensure that all related legislation has a good, factual basis in the record to support a public purpose related to the health, safety, welfare or economic welfare of the Member.

For further information on UAS, please refer to the WCIA risk management guideline ADM.40, UNMANNED AIRCRAFT SYSTEMS, or call your assigned WCIA Risk Management Representative. You can also find additional resources by visiting: [www.faa.gov/uas/getting\\_started/](http://www.faa.gov/uas/getting_started/).

Please note that WCIA has recently updated ADM 21, INSURANCE AND INDEMNITY REQUIREMENTS FOR CONTRACTS, in the Liability Resource Manual to add insurance requirements for contractors using a UAS. See Exhibit II, p. 10, Special Provisions, for Construction and Service Contracts. The Liability Resource Manual is available through the Member Resources page on the WCIA website: <http://www.wciapool.org/member-resources>.

## **Law Enforcement Response to Citizen Political Activity on Private Property**

**By John E. Justice, Attorney  
Law, Lyman, Daniel, Kamerrer & Bogdanovich, P.S.**

In *Hudgens v. N. L. R. B.*, 424 U.S. 507, 96 S.Ct. 1029 (1976), the U.S. Supreme Court held that the First Amendment to the U.S. Constitution does not apply to private property owners who prohibit picketing on their property. *Hudgens* involved a labor dispute between the owner of a Shopping Center and a group of employees who were picketing their employer, a shoe store located in the Shopping Center. The Center consisted of a single large building with an enclosed mall. It was surrounded by a parking area which could accommodate 2,640 automobiles and housed 60 retail stores leased to various businesses. At issue was whether the Center's owner violated the picketer's First Amendment rights when he threatened to have them arrested for trespassing if they did not stop their activities.

The Court first noted that "the constitutional guarantee of free speech is a guarantee only against abridgment by government, federal or state." *Id.*, at 513. The Court, as noted above, then concluded that the First Amendment was not violated by the Shopping Center owner's actions, because the First Amendment did not apply to a private property owner regulating activity on private property. *Id.* at 520-21. Consequently, law enforcement action against a person for trespass in a situation analogous to *Hudgens*, would not implicate the person's First Amendment rights. *See, e.g.,* Jefferson v. Save Mart Supermarket, 2011 WL 285040 (E.D.Cal.,2011) ("Because there is no cognizable federal First Amendment right to obtain signatures for initiatives or register citizens to vote at a shopping mall, Officer Merchant's alleged arrest of plaintiff for trespass was lawful.")

In the absence of a federal constitutional right applicable to engage in political activity on private property, state courts have analyzed the issue under state law. In Washington, our State Supreme Court has held that the Article II, Section 1(a) of State Constitution, which guarantees the initiative power of the people, prohibits large shopping malls which are "the functional equivalent of a downtown area" from banning initiative signature gatherers completely. *Alderwood Associates v. Washington Environmental Council*, 96 Wn.2d 230, 635 P.2d 108 (1981). *Alderwood's* holding did not rest on the State Constitution's free speech provision, Article I, section 5, which only protects a person from "state action" not "actions of other private individuals." *See, Southcenter Joint Venture v. National Democratic Policy Committee*, 113 Wn.2d 413, 430, 780 P.2d 1282 (1989) (No right under State Constitution's free speech clause to solicit contributions and sell literature at a Mall.)

Several years after the *Alderwood* decision, our State Supreme Court held that Article II, Section 1(a) did not apply to a smaller commercial operation, such as a grocery store standing alone or that is part of a strip mall. *Walmart v. Progressive Campaigns*, 139 Wn.2d 623, 989 P.2d 524

(1999). The *Walmart* Court thus upheld an injunction prohibiting individuals from entering a stand-alone Department store to solicit initiative signatures.

With these cases in mind, the issue Police Department's may face is whether it should take law enforcement action in response to a request by a private property owner to arrest or cite individuals who have been told to leave the store's premises because they are engaging in political activities. In making the decision, the following points should be considered:

1. The First Amendment does not guarantee a person the right to engage in free speech on private property. Thus, law enforcement action against the trespasser will not support a civil rights claim under 42 U.S.C. § 1983 alleging a First Amendment claim. Obviously, other issues can arise, such as lack of probable cause, excessive force, etc.
2. The State Constitution does provide a right to individuals to gather initiative petition signatures at large shopping malls. This right is limited to initiative activity. While state law does not provide a private cause of action for state constitutional violations, making an arrest or issuing a citation in this scenario could conceivably lead to other types of state law liability, such as false arrest and malicious prosecution.
3. The State Constitution does not provide a right to individuals to gather initiative petition signatures at stand-alone stores that are not the equivalent of a large shopping mall. Presumably, arrest or citation in that setting would not offend the State Constitution.

But, perhaps the most important point to consider is:

4. A private property owner can seek injunctive relief against individuals or organizations to prevent them from engaging in political activities on private property. Thus, a Police Department may decide that it does not want to be in the position of determining whether a large strip mall is large enough to qualify as a shopping mall under *Alderwood* or whether certain political activities are protected by the initiative provision of the State Constitution. Such determinations are often better made in a court proceeding with a judge responsible for deciding whether certain political activities should be permitted on private property after reviewing factual and legal submissions by both sides.

*File - FYL*  
*m*

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November 14, 2005

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Tony Piaseki  
City Manager  
City of Des Moines  
21630 11<sup>th</sup> Ave. S.  
Des Moines, WA 98198

**Re: Legal limitations on Local Governments ability to restrict Parades and  
Demonstrations or other Free Speech activities on Public Property**

Dear Tony,

You have asked our office for our opinion and analysis regarding the allowable restrictions or prohibitions on parades and demonstrations on City property. More specifically, you have asked use to address the methods by which the City may restrict or prohibit demonstrations or parades involving neo-Nazi or other white supremacist groups active in the area.

The opinions in this letter are based on our research and analysis of a wide variety of sources, including state and federal constitutional provisions, other state and federal statutory law, and state and federal case law addressing these various issues.

**I. LEGAL ANALYSIS**

**A. What Are the Legal Principles That Define This Issue?**

When addressing the issue of public demonstrations or parades, there are two legal principles clearly implicated.

First, we must consider the parameters of the Free Speech provisions of the federal and state constitutions. Under the federal Constitution, the First Amendment provides that "Congress

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shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”<sup>1</sup> In addition, the state Constitution provides that “Every person may freely speak, write and publish on all subjects, being responsible for the abuse of that right.”<sup>2</sup>

Because of its broad language, several courts have held that the free speech provision of the state Constitution guarantees Washington citizen’s greater freedom than the federal Constitution. Specifically, the state Constitution strictly prohibits the “prior restraint” of speech in Washington.<sup>3</sup> A prior restraint is defined as “the power to deny use of a forum in advance of actual expression.”<sup>4</sup> In other words, while a citizen can be punished for overstepping the bounds of his free speech rights (libel, defamation, etc.); a governmental agency is strictly prohibited from preventing that speech prior to its occurrence.<sup>5</sup>

Under this permissive constitutional scheme, it is very difficult to restrict any person or group from making their social or political views known to the public. Consequently, the Washington Constitution makes it very difficult to prevent any person or group, including white supremacist organizations, from participating in public “speech,” regardless of how personally or morally reprehensible their specific viewpoints may be. When taken to its logical conclusion, this prohibition on prior restraint would seem to prevent any possible restriction a local government might place on public demonstrations or parades.

However, in contrast to the state constitution’s staunch prohibition on prior restraint, there is a competing principle that must be taken into account when determining a person or group’s right to publicly demonstrate or otherwise exercise free speech rights: a government’s right to control and regulate access to, and behavior on, public property. Although property under government ownership technically belongs to the “public” at large, courts have long held that governments have the power to regulate and control such property, on the state and local level, in order to adequately protect the public’s interest:

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<sup>1</sup> U.S. Const., Amend. 1 (emphasis added). This provision, originally applicable only to the federal government, was extended to State and local governments via the Fourteenth Amendment.

<sup>2</sup> WA Const., Art. I, § 5.

<sup>3</sup> World Wide Video of Washington, Inc. v. City of Spokane, 125 Wn. App. 289, 103 P.3d 1265 (2005); DCR, Inc. v. Pierce County, 92 Wn. App. 660, 670, 964 P.2d 380 (1998)

<sup>4</sup> Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshipers, 735 F.Supp. 745 (M.D. Tenn. 1990) (citing Southeastern Promotions v. Conrad, 420 U.S. 546, 553, 95 S. Ct. 1239, 1244, 43 L.Ed.2d 448 (1975)).

<sup>5</sup> For example, assume I make it clear that I plan to attend a public event and purposely defame a public figure. While the victim can certainly sue me for defamation after the fact, neither the state nor local government can prevent me from committing the act in the first place.



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- “The United States Constitution does not forbid a state to control use of its own property for its own lawful, non-discriminatory purpose.”<sup>6</sup>
- “The State, no less than a private owner, has power to preserve the property under its control for the use to which it is lawfully dedicated.”<sup>7</sup>
- “A city may control the use of its property so long as the restriction is for a lawful nondiscriminatory purpose.”<sup>8</sup>

**B. How Do We Address the Tension Between Free Speech and Governmental Control of Public Places?**

Given the reality of these two competing principles (free speech rights vs. governmental control of public places), the main question is how far a city can go to regulate public behavior in public places while still protecting constitutionally-guaranteed free speech rights. Both federal and state courts have resolved this tension by creating three distinct “categories” of public property with respect to free speech rights.<sup>9</sup> A governmental entity can exercise a different level of control depending on the category to which a specific piece of property belongs.<sup>10</sup>

- I. The Three Categories of Public Property
  - a. Non-Public Forum

The first category of public property is called a “non-public forum.” These are places that are not designated for, nor traditionally have been treated as, places for general public assembly or communication.<sup>11</sup> Non-public forums includes most publicly accessible government buildings (courts, municipal buildings, government offices, building lobbies, police stations, etc.) as well as government areas completely closed to the public (individual offices, warehouses, records archives, military bases, judge’s chambers, etc.).

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<sup>6</sup> *Adderly v. Florida*, 385 U.S. 39, 47, 87 S. Ct. 242, 247, 17 L.Ed. 2d 149 (1966).

<sup>7</sup> *State v. Blair*, 65 Wn. App. 64, 287 P.2d 356 (Div. I, 1992), *citing Adderly v. Florida, supra*.

<sup>8</sup> *State v. Morgan*, 78 Wn. App. 208, 896 P.2d 731 (Div. III, 1995).

<sup>9</sup> *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S. 37, 45, 103 S. Ct. 948, 955, 74 L.Ed.2d 794 (1983); *Kindt v. Santa Monica Rent Control Bd.*, 67 F.3d 266 (9th Cir., 1995); *Church on the Rock v. City of Albuquerque*, 84 F.3d 1273 (10th Cir., 1996).

<sup>10</sup> *Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 105 S. Ct. 3439, 87 L. Ed. 2d 567 (1985); *Yakima v. Irwin*, 70 Wn. App. 1, 7, 851 P.2d 724 (Div. III, 1993).

<sup>11</sup> *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S. 37, 45, 103 S. Ct. 948, 955, 74 L.Ed.2d 794 (1983)

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With respect to these types of areas, courts have held there is no guaranteed access to the property simply because it is owned by the government.<sup>12</sup> Specifically, the state has a right to keep citizens out of areas in public ownership not fitted by their nature for the dissemination of ideas to the general public, and which are susceptible to property damage, present dangers to life and limb, or are restricted to limited rather than general public access because of the nature of the area.<sup>13</sup> Consequently, public property to which access is limited may be reasonably isolated from persons desiring to assert their right to freely assemble.<sup>14</sup> Restrictions on speech in a nonpublic forum may be imposed if the restrictions are viewpoint-neutral and are reasonable in light of the purpose served by the forum.<sup>15</sup>

b. Traditional Public Forum

The second type of property is the “traditional public forum.” Traditional public fora are places that by long tradition have been devoted to public assembly and debate.<sup>16</sup> These places include areas like public streets, parks, and sidewalks.<sup>17</sup> Addressing our specific issue, federal courts have specifically designated public demonstrations and parades as traditional public fora.<sup>18</sup> Since these places are the archetypical fora for the public dissemination of ideas (i.e., free speech), the governments’ ability to regulate the public’s access and behavior in such places is highly limited. Specifically, a local government may only regulate the “time, place, or manner” of free speech in such areas.<sup>19</sup>

With respect to the specific issue of parades and organized public gatherings, courts have made it clear that a city “is justified in setting forth regulations and ordinances requiring advance parade permits as a traditional exercise of control by the local government.”<sup>20</sup> However, such ordinances are only valid if they represent reasonable time, place, and manner restrictions.<sup>21</sup> If a

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<sup>12</sup> U.S. Postal Service v. Council of Greenburgh Civic Ass’ns, 453 U.S. 114, 131 n. 7, 101 S. Ct. 2676 n. 7, 2686, 69 L.Ed.2d 517 (1981).

<sup>13</sup> State v. Gossett, 11 Wn. App. 864, 527 P.2d 91 (Div. I, 1974).

<sup>14</sup> Id.

<sup>15</sup> World Wide Video of Washington, Inc. v. City of Spokane, 125 Wn. App. 289, 103 P.3d 1265 (2005); *See also* City of Seattle v. Mighty Movers, Inc., 152 Wn.2d 343, 96 P.3d 979 (2004); State v. Knowles 91 Wn. App. 367, 957 P.2d 797 (1998).

<sup>16</sup> Id.

<sup>17</sup> Perry at 45.

<sup>18</sup> Sullivan v. City of Augusta, 310 F.Supp.2d 348 (D.Me., 2004). Other federal courts have designated such places as “limited public fora” (Parkland Republican Club v. City of Parkland, 268 F.Supp.2d 1349 (S.D.Fla.2003)), but the same rules apply to both categories (see below).

<sup>19</sup> City of Seattle v. Huff, 111 Wn.2d 923, 767 P.2d 724 (1993).

<sup>20</sup> Reyes v. City of Lynchburg, 300 F.3d 449 (4th Cir. 2002) (citing Cox v. New Hampshire, 312 U.S. 569, 574, 61 S.Ct. 762, 85 L.Ed. 1049 (1941)).

<sup>21</sup> Id.

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person or group is prevented from “speaking” based on a valid time, place, or manner regulation, that prevention is not considered a “prior restraint” by Washington Courts.<sup>22</sup>

c. Limited or Designated Public Forum

The third public property classification for free speech purposes is the “limited” or “designated” public forum. Besides areas of public property that are traditionally open, like parks, squares, and streets, the government may temporarily open another piece of public property for public speeches or debates. Examples of this are designated government conference rooms, public library meeting rooms, state university meeting rooms, or government-owned sports arenas. When the government allows the public to temporarily use or access these areas, a “designated public forum” is created.

The government is not required to indefinitely maintain the open character of the property.<sup>23</sup> However, during the time these places are open for such activity, the rules of public access are the same as in “traditional public fora” above. Only reasonable time, place, and manner restrictions are allowable.<sup>24</sup>

**C. What is the Test for Valid “Time, Place, and Manner” Restrictions?**

Fortunately, because free speech and other First Amendment rights are so highly-valued (and hence, often-litigated), both federal and state courts have had ample opportunity to outline the exact boundaries of allowable time, place, and manner restrictions.

Under federal case law, time, place, and manner restrictions on free speech rights “are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant governmental interest, and that they leave open ample alternative channels for communication of the information.”<sup>25</sup> However, as indicated above, the “State constitutional free expression provision provides greater protection than First Amendment for pure noncommercial speech in a public forum...”<sup>26</sup> Consequently, “Under the Washington

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<sup>22</sup> DCR, Inc. v. Pierce County, 92 Wn. App. 660, 670, 964 P.2d 380 (1998); Ino Ino, Inc. v. City of Bellevue, 132 Wn.2d 103, 937 P.2d 154 (1997).

<sup>23</sup> Id.

<sup>24</sup> Kindt at 269-270.

<sup>25</sup> Clark v. Community for Creative Non-Violence, 468 U.S. 288, 293, 104 S. Ct. 3065, 3069, 82 L.Ed.2d 221 (1984); see Heffron v. International Society for Krishna Consciousness, Inc., 452 U.S. 640, 648, 101 S. Ct. 2539, 2564, 69 L.Ed.2d 298 (1981) (quoting Virginia Pharmacy Bd. v. Virginia Citizens Consumer Council, Inc., 425 U.S. 748, 771, 96 S. Ct. 1817, 1830, 48 L.Ed.2d 346 (1976)).

<sup>26</sup> World Wide Video of Washington, Inc. v. City of Spokane, 125 Wn. App. 289, 103 P.3d 1265 (2005).

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Constitution, the standard is stricter: a 'compelling' not 'significant' government interest is required to uphold a statute regulating time, place or manner."<sup>27</sup>

So, the federal constitutional minimum, coupled with the increased protection offered by the Washington State Constitution, combine to require a specific three-part test for the validity of time, place, and manner restrictions on free speech in public places. Such restrictions must (1) be content-neutral, (2) be narrowly-tailored to a compelling governmental interest, and (3) leave ample alternative means for the desired communication.

**D. How is the Three-Part Test Applied?**

1. What Does "Content-Neutral" Mean?

The first prong of the "time, place, and manner" test is fairly straightforward in both its definition and its application. "Government regulation of expressive activity is content neutral so long as it is '*justified* without reference to the content of the regulated speech.'"<sup>28</sup> More specifically, "[t]he principal inquiry in determining content neutrality, in speech cases generally and in time, place, or manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys."<sup>29</sup> Based on these cases, it is clear that a court may look to a wide range of factors to determine whether a particular regulation was motivated at all by the content of a speaker's potential message.

That is not to say that a regulation can not have differential effects on disparate groups. In fact, "[a] regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others."<sup>30</sup> However, a local government must make certain that passage of an ordinance is not a mere pretext for preventing an undesirable group from publicly expressing their views. Although a valid restrictive ordinance is possible under the federal and state guidelines, any ordinance that gives a local government "the power to deny use of a forum in advance of actual expression," (i.e., the potential for a "prior restraint") will be confronted "with a heavy presumption against its constitutional validity."<sup>31</sup>

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<sup>27</sup> *Bering v. SHARE*, 106 Wn.2d 212, 234, 721 P.2d 918 (1986). This "compelling" vs. "significant" distinction may seem inconsequential, but courts have defined the separate categories of governmental interests fairly distinctly. The "compelling interest" requirement is discussed more fully below.

<sup>28</sup> *Community for Creative Non-Violence*, *supra*, 468 U.S., at 293, 104 S. Ct., at 3069 (emphasis added); *Heffron*, *supra*, 452 U.S., at 648, 101 S. Ct., at 2564 (quoting *Virginia Pharmacy Bd.*, *supra*, 425 U.S., at 771, 96 S. Ct., at 1830); *see Boos v. Barry*, 485 U.S. 312, 320-321, 108 S.Ct. 1157, 1163-1164, 99 L.Ed.2d 333 (1988) (opinion of O'CONNOR, J.)

<sup>29</sup> *Community for Creative Non-Violence*, *supra*, 468 U.S., at 295, 104 S. Ct., at 3070.

<sup>30</sup> *See Renton v. Playtime Theatres, Inc.*, 475 U.S. 41, 47-48, 106 S. Ct. 925, 929-930, 89 L.Ed.2d 29 (1986).

<sup>31</sup> *Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshippers*, 735 F.Supp. 745 (M.D. Tenn. 1990).

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Applying these principles to the situation addressed in this memo, any city should be extremely wary of passing any parade or demonstration ordinance with the goal of preventing socially undesirable groups, like neo-Nazis or white supremacists, from expressing their views in public. Such a goal, even as an underlying motivation, is clearly unconstitutional.

2. What Does “Narrowly-Tailored to a Compelling Government Interest” Mean?

This portion of the three-part test for free speech restrictions breaks down into two separate requirements, each of which are governed by a large body of case law.

a. Compelling Government Interest.

Over the years, and in response to a wide variety of different legal issues, courts have outlined several distinct categories of government interests. These categories include “legitimate,” “important,” “substantial,” and “compelling.”<sup>32</sup> As alluded to above (*see fn. 27*), although these terms may seem arbitrarily selected to describe the different tasks and interests of government, courts across the country have often outlined the tests for each category, as well as offered examples of the type of interest that may fall into each classification. Given that a “compelling” interest is necessary to justify a restriction of public speech in Washington, we will concentrate on that category.

In 2000, the Washington State Court of Appeals held that “[f]or purposes of constitutional analysis, the test for a ‘compelling interest’ is not some fixed, minimum quantum of governmental concern, but rather whether the government’s interest is sufficiently important, i.e., a relatively high degree of government concern, to justify the particular invasion of the constitutional right in question.”<sup>33</sup> That same year, the State Supreme Court ruled that “‘compelling interests’ must indeed be compelling. They are only found when ‘based in the necessities of national or community life such as clear threats to public health, peace, and welfare.’ A compelling interest is not demonstrated by merely ‘some *supposed* emergent situation,’ but must arise from an actual emergency.”<sup>34</sup> This is consistent with the Robinson court’s decision that “Government can have few obligations greater than protection of the safety of its citizens; public safety is clearly a compelling interest that justifies intrusion” on protected constitutional rights.<sup>35</sup>

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<sup>32</sup> Other category names have been used from time to time by courts in different jurisdictions, but these three are the most common terms used to describe the general hierarchy of government interests.

<sup>33</sup> Robinson v. City of Seattle, 102 Wn. App. 795, 10 P.3d 452 (2000).

<sup>34</sup> Open Door Baptist Church v. Clark County, 140 Wn.2d 143, 995 P.2d 33 (2000); *citing* Munns v. Martin, 131 Wn.2d 192, 930 P.2d 318 (1997) and State ex rel. Bolling v. Superior Court, 16 Wn.2d 373, 133 P. 2d 803 (1943).

<sup>35</sup> Robinson, *supra*.

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In addition to describing what *is* a compelling government interest, courts have also pointed out a variety of interests that do not rise to the level of infringing on constitutional liberties, including cost, efficiency, administrative burden, and general public protection.<sup>36</sup> Based on these cases, a city may only infringe on a speaker's right to public speech if such infringement is essential to protect the public's health, safety, or welfare, in the face of an actual emergency situation. Anything short of this standard will violate the Washington Constitution.

In relation to parade permit ordinances specifically, the "compelling interest" requirement makes it very difficult for a city to deny a permit to a group based on the potential for a negative or violent public reaction. In fact, a large portion of First Amendment cases have dealt with this particular issue. Cities have often assumed they could deny permission to march or protest based on a general fear of violence against a morally or socially repugnant group. More particularly, many of these cases have dealt with the exact problem currently faced by Des Moines: how to regulate (or even prevent) a neo-Nazi group from publicly demonstrating or participating in a local parade. These cases are directly on point, and directly demonstrate the near impossibility of preventing these groups from participation in the public discourse based on perceived threats to public safety. Several key examples should be kept in mind:

- Ordinance, which prohibited parade permit for groups with specific intent to intimidate or harass another person on basis of race, color, religion, ancestry, or national origin, violated First Amendment; racially antagonistic speech was protected.<sup>37</sup>
- "As the threat of violence could not be used to abridge the First Amendment rights of civil rights marchers in 1965, it may not be used to abridge the rights of the Ku Klux Klan in 1990. The duty of [the City] is not to suppress the speech of the Ku Klux Klan, but to 'maintain order in connection with the exercise of the right.'"<sup>38</sup>
- "The imminence of danger or of unlawful activity depends upon the *immediate* circumstances surrounding the expression, including the content of

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<sup>36</sup> Robinson, *supra* (neither cost, nor efficiency are "compelling interests"); *see e.g.*, Macias v. Department of Labor and Indust., 100 Wn.2d 263, 668 P.2d 1278 (1983) (administrative burdens and costs do not constitute a compelling state interest to justify infringing on fundamental right to travel); Olympic Forest Prod., Inc. v. Chaussee Corp., 82 Wn.2d 418, 433, 511 P.2d 1002 (1973) ("Nor do the additional costs inherent in a prior hearing constitute a countervailing state interest sufficient to override the fundamental procedural safeguards demanded by due process."). *See also*, Hunter v. North Mason High Sch. and Sch. Dist. No. 403, 85 Wn.2d 810, 818, 539 P.2d 845 (1975) ("[W]e cannot uphold nonclaim statutes simply because they serve to protect the public).

<sup>37</sup> Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshippers, 735 F.Supp. 745 (M.D. Tenn. 1990).

<sup>38</sup> Id.

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expression, size and makeup of the speakers and audience, and the sufficiency of the police presence.”<sup>39</sup>

- “[T]he holding has been repeated countless times that a permit for a parade or other assembly having political overtones cannot be denied because the applicant’s audience will riot. To allow denial on such a ground would be to authorize a ‘heckler’s veto.’”<sup>40</sup>
- City’s denial of parade permit to organization that allegedly espoused racist, anti-Semitic, and anti-gay views, on the asserted basis that significant portion of route was subject to great traffic congestion and commercial activity and that parade might cause a hostile reaction, violated organization’s rights of freedom of speech and assembly.<sup>41</sup>
- Threat of hostile audience cannot be considered in determining whether parade permit shall be granted by governmental unit or in ruling on request for injunction against a demonstration.<sup>42</sup>
- Fact that when plaintiffs and their supporters had been proceeding peaceably and in lawful manner in march authorized by injunctive order of court, bystanders and spectators resorted to violence that damaged property, injured policemen and resulted in arrests did not justify city authorities in proposing alternate route for a later parade by plaintiffs on basis that the prior parade had created problems for city authorities.<sup>43</sup>

b. Narrowly-Tailored

Not only must a government restriction of public speech serve a compelling government interest, but the restriction must be narrowly-tailored to address that interest. The cases that have involved violations of this requirement break down into several major categories.

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<sup>39</sup> *Id.*

<sup>40</sup> *Church of American Knights of Ku Klux Klan v. City of Gary, Indiana*, 334 F.3d 676 (7th Cir. 2003); *Cox v. Louisiana*, 379 U.S. 536, 551-52, 85 S. Ct. 453, 13 L.Ed.2d 471 (1965); *Collin v. Smith*, 578 F.2d 1197, 1206 (7th Cir. 1978); *PETA, People for the Ethical Treatment of Animals v. Rasmussen*, 298 F.3d 1198, 1206-07 (10th Cir. 2002); *see also, Reno v. American Civil Liberties Union*, 521 U.S. 844, 880, 117 S. Ct. 2329, 138 L.Ed.2d 874 (1997).

<sup>41</sup> *Nationalist Movement v. City of Boston*, 12 F.Supp.2d 182 (D.Mass., 1998).

<sup>42</sup> *Dr. Martin Luther King, Jr. Movement, Inc. v. City of Chicago*, 419 F.Supp. 667 (N.D. Ill., 1976).

<sup>43</sup> *Id.*

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First, a city “may not regulate expression in such a manner that a substantial portion of the burden on speech does not serve to advance its goals... So long as the means chosen are not substantially broader than necessary to achieve the government’s interest, however, the regulation will not be invalid simply because a court concludes that the government’s interest could be adequately served by some less-speech-restrictive alternative.”<sup>44</sup> In other words, a regulation must address the specific harm sought to be avoided, and can not restrict more speech than is reasonably necessary to protect the government’s compelling interest. The Washington Supreme Court has echoed this requirement: “A state clearly ‘may serve its legitimate interests, but it must do so by narrowly drawn regulations designed to serve those interests without unnecessarily interfering with First Amendment freedoms.’”<sup>45</sup> This requirement essentially means that “[b]road prophylactic rules in the area of free expression are suspect. Precision of regulation must be the touchstone ....”<sup>46</sup>

The second main consideration of the “narrowly-tailored” test is that regulations must not “delegate overly broad licensing discretion to a government official.”<sup>47</sup> Put another way, the regulation must “contain narrow, objective, and definite standards to guide licensing authorities.”<sup>48</sup> Cities have often run afoul of the “narrowly-drawn” requirement by “empower[ing] [their] licensing officials to roam essentially at will, dispensing or withholding permission to speak, assemble, picket, or parade according to their own opinions regarding potential effect of activity on welfare, decency, or morals of community.”<sup>49</sup> Courts have consistently made it clear that any regulation affecting free speech must contain well-defined, easily-understood guidelines that leave little or no room for alternative interpretation. Some examples of these court decisions are listed here:

- The regulations governing the availability of parade permits, however, may not be so overly broad as to allow discriminatory application to stifle the expression of unpopular groups such as the Ku Klux Klan.<sup>50</sup>
- Ordinance, which required denial of parade permit if there is clear and present danger of imminent lawless action at time of application for permit, violated First Amendment; ordinance allowed too much latitude for discriminatory denial of permit<sup>51</sup>

<sup>44</sup> Ward v. Rock Against Racism, 491 US 781, 109 S. Ct. 2746, 105 L.Ed.2d 661 (1989);

<sup>45</sup> Bering v. SHARE, 106 Wn.2d 212, 721 P.2d 918 (1986) (citing Schaumburg v. Citizens for a Better Env’t, 444 U.S. 620, 637, 100 S. Ct. 826, 836, 63 L.Ed.2d 73 (1980)).

<sup>46</sup> NAACP v. Button, 371 U.S. 415, 438, 83 S. Ct. 328, 340, 9 L.Ed.2d 405 (1963).

<sup>47</sup> Forsyth County v. Nationalist Movement, 505 U.S. 123, 130, 112 S. Ct. 2395, 2401, 120 L.Ed.2d 101 (1992).

<sup>48</sup> Shuttlesworth v. City of Birmingham, 394 U.S. 147, 150-51, 89 S. Ct. 935, 938-39, 22 L.Ed.2d 162 (1969).

<sup>49</sup> Underwood v. City Council of Greenville, N.C., 316 F.Supp. 956 (E.D.N.C., 1970).

<sup>50</sup> Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshippers, 735 F.Supp. 745 (M.D. Tenn. 1990).

<sup>51</sup> Id.



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- Statutes or codes that allow public officials to exercise unbridled discretion to grant or deny permits to engage in constitutionally protected expression are invalid as prior restraints.<sup>52</sup>
- “It is settled by a long line of recent decisions of this Court that an ordinance which, like this one, makes the peaceful enjoyment of freedoms which the Constitution guarantees contingent upon the uncontrolled will of an official--as by requiring a permit or license which may be granted or withheld in the discretion of such official--is an unconstitutional censorship or prior restraint upon the enjoyment of those freedoms.”<sup>53</sup>
- “A licensing scheme containing vague terms gives the government unfettered discretion to issue or to deny a license and thus presents a danger that the decision maker may exercise its judgment to suppress speech based on content.”<sup>54</sup>
- Regulation that prohibited city’s transportation commissioner from granting parade permit if parade would disrupt use of an ordinarily congested street or deny reasonable police protection to rest of city, permitted commissioner to modify route, time, and place in the interest of relieving congestion and promoting public safety, and permitted an exception to normal considerations of traffic congestion and police coverage for “occasions of extraordinary public interest” was unconstitutional on its face; regulation granted unlimited discretion to commissioner that threatened applicants’ rights of free expression.<sup>55</sup>

The third major consideration of the “narrowly-tailored” requirement is the time period in which a decision must be made. Essentially, any regulation with the potential for prior restraint must specifically define the time period in which a decision will be made. “[A] governmental licensing scheme for expressive activity that fails to provide definite time limitations for decision is constitutionally infirm, because delay compels speaker’s silence, in violation of First Amendment.”<sup>56</sup>

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<sup>52</sup> World Wide Video of Washington, Inc. v. City of Spokane, 125 Wn. App. 289, 103 P.3d 1265 (2005).

<sup>53</sup> Shuttlesworth, *supra*.

<sup>54</sup> FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 225-26, 110 S. Ct. 596, 107 L.Ed.2d 603 (1990).

<sup>55</sup> Nationalist Movement v. City of Boston, 12 F.Supp.2d 182 (D.Mass., 1998).

<sup>56</sup> DCR, Inc. v. Pierce County, 964 P.2d 380 (Div. 2, 1998).

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Moreover, not only must there be a definite time limit, but that time limit must be extremely short. Courts across the country have been very strict in demanding abbreviated waiting periods for decisions on parade and demonstration permits. For example, various courts have overturned waits of 40 days,<sup>57</sup> 30 days,<sup>58</sup> and even 5 days.<sup>59</sup> Consequently, we would recommend that any parade or public demonstration permit be granted or denied within 2-3 days, and that such a time period be included in the text of the ordinance itself.

The fourth and final major inquiry into whether a regulation is “narrowly-tailored” is whether or not the ordinance allows for prompt judicial review of any decision on a parade permit application. The requirement of prompt judicial review is the motivating factor behind the requirement of a quick decision, discussed above. In other words, a city must make the decision to deny or grant an applicant’s permit soon enough that the applicant still has time to appeal that decision before the date of his intended parade or demonstration. City ordinances that have failed to specifically allow for prompt judicial review of permit decisions have been classified as unconstitutional prior restraints.<sup>60</sup> This is true even if the regulation itself is otherwise sound.<sup>61</sup>

To conclude, the requirement that a free speech regulation be “narrowly-tailored” involves four major inquiries: (1) Does the regulation directly address the interest at stake, and not restrict more speech than is reasonably necessary to protect that interest? (2) Does the regulation prevent overly-broad discretion by the decision-maker? (3) Does the regulation ensure that a decision is made in a very short amount of time? And (4) Does the regulation specifically provide for prompt judicial review of any permit decision? In order to pass constitutional muster, each of these question must be answered in the affirmative. Failure to meet any one of these four requirements will invalidate the permit ordinance.

3. What Does “Ample Alternatives” Mean?

The third and final prong of the “time, place, and manner” test means “that the burden is on the government to show that the ordinance leaves open practical and available alternative channels of communication.”<sup>62</sup> This requirement is fairly straightforward and easily understood. For example, in *Burnett v. Bottoms*,<sup>63</sup> a woman was protesting at an appearance of President Bush at a downtown hotel. The police and Secret Service prevented her from crossing to the side

<sup>57</sup> *Service Employee Intern. Union v. City of Los Angeles*, 114 F.Supp.2d 966 (C.D.Cal., 2000).

<sup>58</sup> *American-Arab Anti-Discrimination Committee v. City of Dearborn*, 418 F.3d 600 (6th Cir. 2005).

<sup>59</sup> *Douglas v. Brownell*, 88 F.3d 1511 (8th Cir. 1996).

<sup>60</sup> *United Food & Commercial Workers Union Local 442 v. City of Valdosta*, 861 F.Supp. 1570 (M.D.Ga., 1994)

<sup>61</sup> *Central Florida Nuclear Freeze Campaign v. Walsh*, 774 F.2d 1515 (11th Cir., 1985) (unconstitutionality found where no judicial review was provided, despite fact that ordinance did not vest decision-maker with undue discretion).

<sup>62</sup> *DCR, Inc. v. Pierce County*, 964 P.2d 380 (Div. II, 1998).

<sup>63</sup> 368 F.Supp.2d 1033 (D. Ariz. 2005).

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of the street on which the hotel sat, but allowed her to locate anywhere on the other side. The federal court held that the restriction was valid because "there were ample opportunities to communicate messages, including other three corners of intersection."<sup>64</sup> Courts have also authorized a city's determination that a group could not parade or protest on a specific day, so long as nearby dates were available for the same general venue sought by the group (and assuming the permit denial was otherwise constitutional).

However, the city must also consider whether a particular place or particular date has some special significance to the person or group seeking the permit. For example, a federal court recently overturned a decision by the City of Boston to prevent protests within a block of the Democratic National Convention.<sup>65</sup> Despite the fact that the City agreed to allow the protests very nearby, the court held that the particular location of the Convention, where delegates, reporters, and politicians would be gathered, was a particularly symbolic focus for the protest. Consequently, no other location or time would provide an adequate alternative.

These sorts of symbolic considerations should be taken into particular account when dealing with radical social or political groups like neo-Nazi or other white supremacists, whose desire to demonstrate publicly often coincides with particularly symbolic dates (Hitler's Birthday, MLK Day, etc.) As long as a city provides directly comparable dates or locations for a desired protest or parade, and makes adequate inquiry into the significance of the particular time and place requested, a denial of a specific permit application will pass this part of the constitutional test.

## II. CONCLUSION

To conclude, when considering the allowable restrictions the City can place on public parades or demonstrations, one must look to the free speech provisions of the federal and state Constitutions. Under these constitutional guidelines, and the case law developed around them, the City's ability to regulate access to, and behavior on, public property depends on the classification of that property.

Traditional public fora, the category to which public streets and sidewalks belong, are least susceptible to City control. In those places, the City can only impose reasonable time, place, and manner restrictions on the exercise of protected free speech. To qualify as a valid time, place, or manner restriction, a city ordinance must (1) be content-neutral, (2) be narrowly-tailored to a compelling government interest (i.e. public safety), and (3) leave open ample alternative means of communication.

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<sup>64</sup> *Id.*

<sup>65</sup> *Coalition to Protest Democratic Nat. Convention v. City of Boston*, 327 F.Supp.2d 61 (D. Mass. 2004).

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Based on the large and well-defined body of case law in this specific area, it is very difficult for a city government to adequately draft and implement restrictions on public demonstration. A main reason for this difficulty is that cities that attempt to implement such restrictions have often done so with the clear (if unspoken) goal of restricting or dissuading a particular group. In fact, it is no surprise this issue has recently arisen in response to a parade permit application by a neo-Nazi organization; many of the cases on free speech address this exact situation.

Unfortunately, too many cities have failed to realize that so many cases address this exact issue because restrictions intended to target particular groups are so clearly unconstitutional. Despite the socially or morally repugnant beliefs and behaviors of certain groups, the state and federal Constitutions demand they be given equal access to the public discourse. The possible ramifications of a city passing or enforcing an unconstitutional ordinance that unduly restricts free speech include legal actions to strike down the ordinance and legal damage actions against those who try to enforce unconstitutional ordinance for civil rights violations under 42 U.S.C. 1983 *et. seq.* Legal actions may be for monetary compensatory damages for a violation of person's constitutional rights, possible punitive damages, and awards of actual reasonable attorney fees to a prevailing party. Consequently, future City ordinances should not be drafted with the intent to legitimize disinclusion of such groups. Nor should current City Ordinances be interpreted in such a way as to prevent these groups from speaking in public. Reasonable restrictions as to time, place and manner may be imposed as to certain types of public fora but cannot be crafted or enforced selectively to favor or disfavor particular groups or messages based on the content of the message.

We appreciate the opportunity to address these important and interesting issues for your City. Please let us know if we can be of additional assistance.

Cordially,

Mark R. Bucklin  
Jeremy W. Culumber

MRB/th



## Special Events Permitting Insurance Worksheet (see Guide, Section A)

*This worksheet is meant to accompany the information in the Special Events Permitting Guide, Section A: Insurance. This does not need to be submitted, but is a tool to help organizers ensure they meet the MINIMUM insurance requirements, types, and amounts. The requirements for your event may be determined to be higher, depending on the features, at the discretion of the City Attorney.*

**All events are required to have Commercial General Liability insurance with coverage at least as broad as ISO occurrence form CG 00 01, in the following minimum amounts:**

- \$1 Million Per Occurrence
- \$2 Million General Aggregate
- \$1 Million Products – Completed Operations Aggregate
- Event Name and Event Dates (including set-up and tear-down dates)
- City of Oak Harbor, address: 865 SE Barrington Drive, Oak Harbor, WA, 98277
- City as Additional Insured, with coverage at least as broad as ISO form CG 20 12

**Events with alcohol provided or served by a professional (in addition to above):**

- \$1 to \$5 Million Liquor Liability coverage, naming the City of Oak Harbor as an additional insured. The professional must provide this coverage.

**Events with fireworks (in addition to above):**

- \$1 to \$5 Million Liability coverage, naming the City of Oak Harbor as an additional insured, provided by the professional pyrotechnic vendor

**Events with Rides / Inflatables / Carnivals on City Property (in addition to above):**

- Minimum \$1 Million Commercial General Liability insurance, naming the City of Oak Harbor as an additional insured, provided by the professional amusement ride vendor

**Events with sporting events (in addition to above):**

- Minimum \$1 Million participant liability coverage

**Events with parades and autos (in addition to above):**

- Permittee must require and ensure that every vehicle parade entrant have auto liability insurance. All other vehicles associated with any special event must have auto liability insurance, as required by State law

**Events with food vendors (in addition to above):**

- Minimum \$1 Million General Liability Insurance, including Products/Completed Operations coverage. Permittee is responsible to require this coverage from each food vendor

**Other types and amounts of insurance may be required, as determined by the City Attorney**

# Dear Special Events Organizers,

*Thank you for your interest in hosting an event in the City of Oak Harbor! Whether you are planning a family reunion on the scenic waterfront at Catalina Park, or requesting to close Pioneer Way for a festival with thousands of attendees, we are pleased that you have chosen Oak Harbor as your destination. The following guide will help you with the planning stages of your event. Please contact Special Events Permitting in the Development Services Department at City Hall with any questions that may arise during this process.*

*City staff looks forward to working with you to make your event a success, and we appreciate your cooperation with our policies to this end. If you are a long time resident or new to Oak Harbor, we hope that you enjoy all this City has to offer.*

*Sincerely,*

*Robert T. Severns  
Mayor*



## SPECIAL EVENT PERMIT APPLICATION

The City of Oak Harbor Special Event Permit Application is available online at [surveymonkey.com/r/OakHarborSpecialEvents](https://surveymonkey.com/r/OakHarborSpecialEvents). You will need to complete and submit the application form online. Once you have submitted the application form online, you will be emailed an invoice so that you can remit payment of the \$50.00 Application Fee to the Utilities office, via cash, check, or credit card. The additional required documentation, forms, and related fees as listed in the Sections included in this guide can be submitted in person, via mail, or via high-resolution scan to:

City of Oak Harbor  
Attn: Special Events Permitting  
865 SE Barrington Drive  
Oak Harbor, WA 98277  
[specialevents@oakharbor.org](mailto:specialevents@oakharbor.org)

The following guide will help answer questions as you plan your event. Please be sure to review the entire guide thoroughly, as agreement to abide by the contents of this guide will be a part of the Conditions of Approval when your permit is issued.

### Contents of this guide:

Section A: Insurance Requirements  
Section B: Hold Harmless Agreement  
Section C: Event / Site / Route Map  
Section D: Parks Reservation System  
Section E: Alcohol Sales / Consumption  
Section F: Amusement Ride: Inflatable  
Section G: Professional Carnivals  
Section H: Fireworks / Pyrotechnics Display  
Section I: Food Sales / Consumption  
Section J: Hydrant Meter Permit  
Section K: Portable Toilets  
Section L: Tents over 400 square feet  
Section M: Electronic Message Sign  
Section N: Environment Impacts  
Section O: Solid Waste Disposal / Recycling  
Section P: Safety Plan  
Section Q: Neighborhood Notification  
Section R: Street Closure Guidelines

## PLANNING MEETING

Once we have received your Special Event Application Form and required documentation, your application will be routed to the necessary City departments involved. If a planning meeting is necessary for your event, you will be contacted with a date for your meeting, to take place at City Hall during regular business hours.

## CONDITIONS OF APPROVAL

Once your Special Event Permit Application has been approved, you will be sent a letter from the City Administrator's office which will include the Conditions of Approval for your event. You will be required to sign the Conditions of Approval prior to your event.

## OTHER PERMITS REQUIRED

Depending on the features of your event, you may be required to obtain other permits from such agencies as the Washington State Liquor and Cannabis Board (WSLCB), Island County Health Department, and the Oak Harbor Fire Department/Fire Marshal. Information on these additional permit requirements is listed in the Sections that follow. You may be required to provide the City of Oak Harbor with other permits obtained prior to the approval of your Special Event Permit, as indicated in each Section.

## GENERAL REMINDERS

Please remember that a Special Event Permit does not automatically create exemptions from the Oak Harbor Municipal Code. Below are a few reminders of codes related to Special Events. Click on the hyperlinked code reference to access the online code.

- Parades, Athletic Events and Other Special Events (OHMC Chapter 5.50): This is the portion of the code that deals specifically with Special Events.
- Temporary and Special Signs (OHMC Section 19.36.080): Please remember that any signage you place in the City to advertise your event is subject to the temporary sign code. If your Special Event includes a closure of SE Pioneer Way, you may request permission to attach banners for the duration of your event. Specifications will be made in your Conditions of Approval.
- Sale of beer, wine and/or liquor in city parks (OHMC Section 6.12.080): No alcohol may be sold or consumed in City parks, with the exception of a permit issued as a part of a Special Event, see Section E. If you would like to have alcohol as a part of your event, please plan ahead as permitting through the Washington State Liquor and Cannabis Control Board takes time.
- Park facility reservation system (OHMC Section 6.12.095): Applying for a Special Event Permit does not alter the provisions of this chapter. You are encouraged to make your facility reservations early as they are first-come-first-served. You may make a facility reservation prior to submitting your Special Event Permit Application; however please keep in mind that reservation fees are non-refundable. Please see Section F and accompanying form.

## SECTION A: INSURANCE REQUIREMENTS

The appropriate insurance documentation must be submitted with your Special Event Permit Application. In addition, Permittee will be responsible for any damage to the event site property, City facilities and equipment.

All events (with the exception of those protected by the First and Fourteenth Amendments of the US Constitution) meet minimum insurance

requirements. Depending on the features of your event, additional insurance may be required. There is a worksheet included with the Forms at the back of this guide to help you determine the types and amounts of insurance that may be required.

### **Proof of insurance:**

You must obtain and provide proof of insurance required for your event. You will be asked to provide a Certificate of Liability Insurance evidencing the types and amounts of insurance required, accompanied by proof that the City of Oak Harbor is an additional insured, using ISO Form CG 20 12 or coverage at least as broad. Your liability insurance must be in effect during all set-up and tear-down dates and times.

Following are types of insurance that may be required. Please refer to the Insurance Worksheet form for minimum amount requirements. Please note that depending on the features of your event, additional types of insurance and/or higher limits may be required, as determined by the City Attorney.

- Commercial General Liability insurance naming the City of Oak Harbor as an additional insured using ISO form CG 20 12.

### **Events with alcohol:**

If your event will include alcohol service, you may need to obtain additional liquor liability insurance.

### **Events with fireworks:**

If your event involves a professional fireworks demonstration, you must require the pyrotechnician to provide liability insurance naming the City as an additional insured.

### **Events with inflatables / amusement rides on City property:**

If your event involves inflatables, such as bouncy houses, human hamster balls, etc., or professional amusement rides on City property, the professional amusement vendor must have liability insurance that names the City as an additional insured.



**Food service vendors involved with your event:**

If your event involves food service vendors, it is your responsibility to ensure the vendors have the proper insurance requirements for mobile food vendor service, such as liability insurance with products/completed operations coverage.

**Vehicles involved with your event:**

Any and all vehicles associated with your event, including but not limited to vehicles driving into parks to deliver goods, vehicles driving in parades, etc. must have auto liability insurance. As the event organizer, it is your responsibility to ensure that any and all vehicles associated with your event are compliant with these insurance requirements.

**Purchasing event insurance:**

You are encouraged to contact your insurance provider to arrange coverage for your Special Event. Your provider may email the electronic version of the required certificate and accompanying ISO Form CG 20 12 directly to [specialevents@oakharbor.org](mailto:specialevents@oakharbor.org).

Depending on the features of your event, you may be able to purchase event insurance through the Tenant User Liability Insurance Policy (TULIP) through One Beacon Entertainment. If you are interested in purchasing TULIP, please contact Special Events Permitting prior to purchasing the insurance, as there are many exemptions, including any type of ride / inflatable, involvement of water, events over 5,000 attendees, etc. If your event qualifies and you are interested in purchasing TULIP coverage, the following instructions will assist you in obtaining a quote and purchasing insurance:

1. Access the website at [www.wciapool.org](http://www.wciapool.org)
2. Under TULIP - Event Insurance click on the "Purchase or Quote" button.
3. Enter the Venue ID Code into the two boxes. If you do not know the Venue ID Code, type the location name into the "Search for your venue" field, then click the magnifying glass.

Or, to see all locations type in "Washington Cities Insurance Authority" into the search field. Select the location from the second dropdown list.

4. Answer questions about the event.
5. Click on "Get Quote" for the cost of the insurance.
6. To purchase insurance fill in the contact information for the tenant user and the insurance policy (the individual purchasing the coverage).
7. Review that the information has been filled out correctly.
8. Click the Agree and Accept boxes (after viewing the Refund Policy and Insurance Contract) and then click complete.
9. Review the summary of coverage and charges and then click Purchase Coverage.
10. Fill out the payment information and click Submit Payment.
11. Once the payment clears you will be emailed an insurance certificate.
12. If you have any questions regarding purchasing insurance online you may contact OneBeacon Entertainment / Entertainment Brokers International Customer Service at 1-800-507-8414.

**SECTION B: INDEMNIFICATION /  
HOLD HARMLESS AGREEMENT**

In order to complete the Special Event Permit Application, you must submit the notarized Indemnification/Hold Harmless Agreement. Notaries are available free of charge at City Hall. If you are paying in person at City Hall, you are encouraged to bring the Indemnification/Hold Harmless agreement with your payment and complete the notary onsite. See attached *Indemnification/Hold Harmless Agreement*. The person signing the Hold Harmless Agreement must be 18 years of age or older, an authorized representative of the organization, and must be the same person who signs the Conditions of Approval when your Special Event Permit is issued.

## SECTION C: EVENT / SITE / ROUTE MAP

For events that include any type of food vendor setup, beer garden, street closure, race route, etc., a map is required. If you are submitting a map similar to a previous year's event, please be sure it is properly updated. Please do not submit an illegible copy of another map. If you need assistance generating a map, please contact the Special Events Permitting Coordinator.

If you are having a built stage, fenced area, tent over 400 square feet, portable toilets, additional parking, etc., this must be documented on your site map. This will allow the Fire Department and Building Department to review for compliance with ADA laws, ingress/egress requirements, etc.

## SECTION D: PARKS RESERVATION SYSTEM

The Parks reservation system is governed by [OHMC Section 6.12.095](#). If your Special Event is taking place at a parks facility, you are required to make a reservation and pay the \$25.00 reservation fee. You may make the parks facility reservation in advance of submitting your Special Event Permit Application. The facility fee is \$25.00 per day and is non-refundable. See attached *City Parks Facility Reservation Form*.

- A reserved sign with your party's name will be posted on the facility you have requested. If you need access to the facility (for decorating purposes) prior to the date you have reserved, you must reserve the facility for the additional date(s).
- Check-out time is 10:00 PM.
- Please make sure to lock the facility when you leave by pressing the lock button on the keypad.
- The City of Oak Harbor reserves the right to assess an additional cleanup fee and/or repair fee if the facility is damaged and/or not left in an acceptable manner.

## SECTION E: ALCOHOL SALES / CONSUMPTION

The City, along with the Washington State Liquor and Cannabis Board (WSLCB), must grant permission for alcohol to be sold or consumed at public events.

### **Special Occasion License:**

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor and Cannabis Board (WSLCB) regulations, licensing, and permit requirements.

Special Occasion licenses are issued to non-profit societies or organizations holding an event at which alcohol is sold by the drink.

Your event may require a different type of permit. Please visit the WSLCB website: [www.liq.wa.gov](http://www.liq.wa.gov) for additional information. A copy of the permit must be filed with the City before your Special Event Permit can be issued.

### **Liquor Liability Insurance:**

If your event will include alcohol service, you must obtain additional liquor liability insurance, naming the City as an additional insured.

### **Site Map:**

Applicants must submit a beer garden site map. Plans are reviewed by Fire Department for assembly, occupancy, access, emergency egress and other approvals and permits. See Section C.

### **Beer Garden Operations:**

Alcohol sales, service, and consumption must be confined to designated location(s). Beer gardens must be separately fenced and have only one controlled public entrance with an additional exit only point.

Permit Holders must comply with the following conditions:

1. The sale, service and consumption of alcohol may occur between 8:00 a.m. and 10:00 p.m.

2. Hard alcohol may only be served when food is also available.
3. Alcohol is limited to beer, wine, and one signature cocktail.
4. Garden shall be enclosed with 6' high chain link fencing where security will not be present at all times. Where security will be present at all times, 42" high picket fencing may be used. Fencing should deter fence "hopping" and alcohol from being passed through.
5. Level of security staffing shall be sufficient to ensure compliance with state and local laws and shall require that every exit/entry be staffed to ensure that no alcoholic beverages are removed from or brought into the garden.
6. Sufficient lighting must be maintained so that identification may be checked and patrons may be observed for the enforcement of liquor laws.
7. When admitting entrants, security staff shall ensure that all persons present valid identification attesting they are at least 21 years old.
8. Post sign near garden entrance "Must be 21 years or older to enter".
9. Provide free pitchers of water.
10. All garden personnel must be at least 21 years old, including cleaning crew and performers.
11. Garden personnel shall not consume alcohol prior to their shift or while on duty.
12. Do not serve alcohol to intoxicated customers.
13. Stop all alcohol service at least 30 minutes before the event is scheduled to end.
14. When using unlicensed servers, "Responsible Beverage Service Training" must be provided.

## SECTION F:

### AMUSEMENT RIDE: INFLATABLE

An amusement ride includes any type of inflatable (i.e. bouncy house, human hamster ball, etc.), or any other type of ride / portable play apparatus, all of which are hereinafter referred to as "ride", both on City property, and outside City property as a part of a Special Event.

If you are planning to have a ride on City property, such as a bouncy house in a City park, even if you are planning on having less than 50 people at your event, you must obtain a Special Event Permit.

The City has the following requirements for all rides on City property or on private property as part of a Special Event:

1. The **ride** itself must be licensed through L&I and marked with the appropriate L&I inspection decal.
2. The **vendor** supplying the ride must be an L&I certified amusement ride operator (L&I website has a list of approved vendors).
3. The ride **operator** must be an employee of the vendor supplying the ride.  
*This means that you cannot rent a ride from a vendor and have adult volunteers operate the ride. The ride must be setup, operated by, and torn down by the vendor's staff member.*

If the ride is placed on City property, you must also provide the following:

- The **vendor's** certificate of insurance verifying the vendor's Commercial General Liability insurance naming the City as additional insured, with the following minimum limits:
  - a. Per Occurrence Limit: \$1 Million
  - b. General Aggregate Limit: \$2 Million

**\*\*This insurance from the vendor is in addition to the insurance that you must provide for your event (as explained in Section A).**

If your ride is going to be in a City Park, after we receive the above information, we will contact you regarding where the vendor can set up and operate the ride.

To view L&I licensing information, please visit: <http://www.lni.wa.gov/TradesLicensing/Electrical/AmuseRide/PermitInspect.asp>.

## **SECTION G: PROFESSIONAL CARNIVALS**

If your event includes carnival / amusement rides, you must meet the requirements above in Section F. Your event will also be subject to the Daily Carnival Fee as established by the City's Master Fee Schedule. This fee should be submitted with payment of your Special Event Permit Application fee.

## **SECTION H: FIREWORKS / PYROTECHNICS DISPLAY**

If your event will include Fireworks / Pyrotechnics Display, an additional permit is required from the City of Oak Harbor Fire Department with a fee determined by the Master Fee Schedule. You must remit payment of this fee and obtain the necessary permit from the Fire Department prior to approval of your Special Event Permit. As listed in Section A: Insurance, you will also be required to provide fireworks insurance.

## **SECTION I: FOOD SALES / FOOD CONSUMPTION**

The service of food at an event involves various permitting, licensing, and insurance. The following information will assist you with ensuring that your food vendors are compliant for your event.

As with any vendor selling any goods in the City of Oak Harbor, a food vendor must obtain a business license to operate here, even if it is for a one-day event. Business licenses can be obtained from the Finance Department, Utilities Office at City Hall. Information on City business licenses can be found on our website at <https://www.oakharbor.org/page.cfm?pageId=286>.

The main governing agencies for temporary and mobile food service are Island County Public Health, Washington State Department of Health, and Washington State Department of Labor and Industries.

For links to information on temporary and mobile food vendor regulations please visit the Island County Environmental Health page at <https://www.islandcountywa.gov/Health/EH/Pages/Documents.aspx>.

For information on food worker cards, please visit Washington State Department of Health at <https://www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/FoodWorkerCard>.

For information on food truck and mobile food vendor licensing, please visit Washington State Department of Labor and Industries at <http://www.lni.wa.gov/TradesLicensing/FAS/FoodTruckTrailer/>.

As the event organizer, you are responsible to account for all the required documentation from your food vendors, including but not limited to their City business license; food service permits or exemption certificates; food worker card(s); L&I licensing documentation; and evidence of liability insurance, with products/completed operations coverage. You must provide a list of all of the food vendors associated with your event to Island County Public Health, c/o Sally Waters, [SallyW@co.island.wa.us](mailto:SallyW@co.island.wa.us), prior to your event. Your vendors may be inspected by Island County Public Health and by the City of Oak Harbor Fire Department.

If your event does not have food vendors but you are selling concessions or otherwise providing food to the public, you still must obtain the necessary permits.

If your event includes restaurants extending their service onto a temporary patio setup, the restaurant will be required to obtain a Temporary Use Permit separate from your Special Event Permit. The Temporary Use Permit can be obtained from the Development Services Department, please indicate to the Special Events Permitting Coordinator that the restaurant will be participating in your event.

As a part of your Conditions of Approval, you will be required to provide your vendors a letter from our Storm Water/Waste Water Compliance Inspector/Educator related to grease disposal, preventing storm drain spills, not dumping grey water, etc. More information can be found in Section N: Environment Impact below.

## **SECTION J: HYDRANT METER PERMIT**

If your event requests the use of water from one or more hydrant meters, you will need to submit the Hydrant Meter Permit and accompanying Use Agreement. The Hydrant Meter Use Agreement holds you, as the event organizer, liable for all of the associated Hydrant Meter Permit fees, water usage from the meter, as well as any damage that might occur during your event to the meter or the hydrant itself. By signing the Use Agreement, you are agreeing to remit payment for all of the fees and any damage after the conclusion of your event. You will receive an invoice from our Finance Department approximately one week after the conclusion of your event, with payment to be remitted upon receipt of the invoice.

## **SECTION K: PORTABLE TOILETS**

The provision of restroom facilities at any event is governed by the American with Disabilities Act. If you are adding portable toilets to an area with existing restroom facilities, or placing them in an area where there are no regular facilities, you must comply with the ADA requirements for number of handicap accessible toilets.

The ADA requires at least 1 accessible unit per cluster up to 20 units, or 25% of the total number of units with at least 1 per cluster. If your event will have only 1 unit, it must be ADA accessible. You will be required to provide an event map with the location of your portable toilets and which units are ADA accessible as a part of your application.

## **SECTION L: TENTS OVER 400 SQUARE FEET**

If your event includes a tent over 400 square feet, you will be required to obtain an additional permit from the Fire Department.

## **SECTION M: ELECTRONIC MESSAGE SIGN**

If you would like to request the use of the electronic message sign for your event, you must submit the *Electronic Message Sign Application*. The use of the electronic message sign is governed by RCW 67.28 and may only be used for those events and activities initiated with intent of promoting tourism, as the sign was purchased with tourism promotion funds. You must be able to substantiate how your event will draw tourists from off-island.

## **SECTION N: ENVIRONMENTAL IMPACT**

Due to Oak Harbor's unique location and direct impact on the waters of the Puget Sound, it is necessary to be mindful of environmental impacts that can arise from Special Events. This includes grease created from the cooking of food; oil and gasoline from car shows and boat races; etc. If you are having food vendors at your event, you will be required to ensure your vendors comply with proper disposal methods. If you are organizing an event with vehicles or vessels involved you may have special Conditions of Approval. The Washington State Department of Ecology takes storm drain pollution and spills very seriously and as such your Conditions of Approval will reflect prevention measures required by the City.

## **SECTION O: SOLID WASTE DISPOSAL / RECYCLING**

Depending on the size and type of your event, additional solid waste disposal / recycling capacity may be required. If you need to hire additional dumpster(s), you must submit the *Island Disposal Dumpster Form* and remit the associated fees.

## **SECTION P: SAFETY PLAN**

It is necessary to be mindful of a safety plan for your event. For larger events, the minimum number of crowd managers shall be established at a ratio of one crowd manager for every 250 persons per the International Fire Code. Crowd managers should be trained, uniformed, adult volunteers. Depending on the size and features of your event, you may be required to submit a formal Safety Plan to the Fire Department. This will be determined at the planning meeting for your event, if necessary.

## **SECTION Q: NEIGHBORHOOD NOTIFICATION**

Event organizers must notify neighbors and businesses within 500 ft. of the event, (if applicable) at least two (2) weeks prior to the event. Notification should be in writing (email is acceptable) and include times when traffic/parking and/or noise may be affected in the area. Signature of your Conditions of Approval indicates you have completed the neighborhood notification and can provide copies of the notification and physical / email addresses where sent if requested.

## **SECTION R: STREET CLOSURE GUIDELINES**

If your event will include a street closure, a planning meeting will be necessary. You will be provided with specific requirements as part of your Conditions of Approval; please note the following guidelines will apply to all street closures:

- No paint may be used on any City sidewalk or street.
- Your planning meeting will determine what signs, cones, and barricades you will be provided for your event.
- Only Public Works staff and Police Department staff are authorized to close a street.
- Once barricades are in place, they cannot be moved unless directed by City staff and / or the Police Department.
- Street closures require advance "No Parking Notice"; once "No Parking Signs" have been placed by City staff, they cannot be altered by the event organizer.
- The neighborhood notification (Section Q) must specify the area of the street being closed and the event organizer must ensure affected residents are properly notified.

## CONCLUSION

Thank you for your time in reading this Guide; we hope it will prove useful in planning your event. Please be sure to contact the Special Events Permitting Coordinator throughout the application process. While you may have direct contact emails for specific staff members involved with your event, please direct your correspondence to the Coordinator so that there will be one point of contact. This will help ensure that City staff and your event team is on the same page.

For larger events, in addition to the Conditions of Approval, you will also be provided with a Contact List for City staff who are on duty or on call during the time your event takes place.

The following is a list of forms referenced in the Sections in this guide. These forms and any associated fee(s) should be submitted in conjunction with your Special Event Permit Application.

*We are excited you have decided to host your event in the City of Oak Harbor and we look forward to working with you!*

## LIST OF ENCLOSED FORMS

The following forms are marked associated with their corresponding Sections in this Guide (note: not every Section has a corresponding Form).

- Insurance Worksheet (Section A)
- Indemnification/Hold Harmless Agreement (Section B)
- Parks Facility Reservation Form (Section D)
- Hydrant Meter Permit/Use Agreement (Section J)
- Electronic Message Sign Application (Section M)
- Island Disposal Dumpster Form (Section O)

# CITY OF OAK HARBOR

## SPECIAL EVENTS PERMIT APPLICATION 2018



Special Events Permitting  
Development Services Department  
**City of Oak Harbor**

865 SE Barrington Drive  
Oak Harbor, WA 98277  
P: 360-279-4512  
[specialevents@oakharbor.org](mailto:specialevents@oakharbor.org)

Special Events Permit Application 2018

Special Events Permit Application 2018

See the [Special Events Permitting Guide](#) for the Sections. Questions marked with an \* are required.

\* 1. Name of the Special Event:

\* 2. Event Date(s):

Setup Start Date and Time:

Event Start Date and Time:

Event End Date and Time:

Tear-down End Date and  
Time:

\* 3. Special Event Sponsor / Organizer:



4. Beneficiary of Special Event (if any):

\* 5. Event Sponsor / Organizer Mailing Address:

Address:

City:

State:

Zip:

\* 6. Event Sponsor / Organizer Primary Contact Name:

\* 7. Event Sponsor / Organizer Primary Contact Phone (include area code and no spaces or dashes):

\* 8. Event Sponsor / Organizer Primary Contact Email Address:

\* 9. Event Sponsor / Organizer Secondary Contact Name:

\* 10. Event Sponsor / Organizer Secondary Contact Phone (include area code and no spaces or dashes):

\* 11. Event Sponsor / Organizer Secondary Contact Email Address:

\* 12. By clicking below, you acknowledge your understanding of the Special Events Permitting Guide, and will remit payment of the application fee upon receipt of invoice to the Utilities office. The application fee is non-refundable. Payment can be remitted via cash, check, or credit card.

- By checking this box, I acknowledge that this Special Event Permit Application is not valid until the \$50.00 fee is received at City Hall.
- This event is an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution (political or religious activities) and is therefore fee exempt [see OHMC Section 5.50.020(2)].

\* 13. Please see the insurance requirements listed as Section A. Please complete the following field with your insurance information. You must submit the required Certificate of Liability Insurance evidencing the types and amounts of insurance required, accompanied by proof that the City of Oak Harbor is an additional insured, using ISO Form CG 20 12 or coverage at least as broad. See the Section A: Insurance Worksheet for more information.

Insurance Provider (Agency) Name:

Insurance Policy Number:

Insurance Policy Effective Date:

Insurance Policy Expiration Date:

\* 14. Event Description:

\* 15. Anticipated number of attendees:

Low estimate:

High estimate:

\* 16. Location requested (please check ALL that apply; for facilities that require a reservation fee, please see Section D & accompanying form. Paid facilities reservations should be made as soon as possible as they are first come first served. Paid facilities reservations may be made in advance of submission of this form).

Windjammer Park: Waterfront Trail [OPEN DURING CONSTRUCTION]

Fort Nugent Park: Shelter 1 (\$25.00 reservation fee)

Fort Nugent Park: Shelter 2 (\$25.00 reservation fee)

Fort Nugent Park: Disc Golf course

Fort Nugent Park: Open Areas

Flintstone Park: Shelter (\$25.00 reservation fee)

Flintstone Park: Open Areas

Smith Park: Gazebo (\$25.00 reservation fee)

Catalina Park: Gazebo (\$25.00 reservation fee)

Catalina Park: Open Areas

Volunteer Park: Skate park

Street Closure: Pioneer Way [one-way portion]

Street Closure: Pioneer Way [Midway - Regatta]

Street Closure: Bayshore Drive

Other Location: (please specify)

Information Only  
Complete Online

\* 17. Please select all features that apply to your event:

- Alcohol Sales / Beer Garden (see Section E, additional insurance required)
- Amusement Ride: Inflatable (see Section F, additional insurance required)
- Amusement Ride: Professional Carnival (see Section G, daily Carnival Fee applies per Master Fee Schedule)
- Animals: Domestic
- Animals: Farm
- Car Show
- Entertainment: Clown / Balloon Artist
- Entertainment: Dunk Tank
- Entertainment: Outdoor Games
- Equipment: generators, fuel-powered machines, etc.
- Fenced Area (Beer Garden, Petting Zoo, etc).
- Fireworks / Pyrotechnics (see Section H, additional permit and insurance required from Fire Department)
- Food Sales: Stationary Vendors / Food Trucks / Mobile Carts (see Section I)
- Food Consumption Non-Sale: i.e. Potluck, Distribution of Snacks (see Section I)
- Hydrant Meter Use (see Section J & Hydrant Meter Permit and Use Agreement Forms)
- Music: Amplified Recorded Music / Sound
- Music: Live Band(s) / Performance
- Parade
- Race: 1k / 5k / 10k Walk / Run
- Race: Half Marathon / Full Marathon
- Stage
- Tent(s): greater than 400 square feet (see Section L, additional permit required from Fire Department)
- Other (please specify)

\* 18. Restroom Facilities (check all that apply)

- Using facilities available (i.e park / school restrooms)
- Adding portable toilets to existing facilities (see Section K)
- Solely using portable toilets (see Section K)
- Number of portable toilets (if applicable):

\* 19. Garbage / Recycling Plan (check all that apply to your event; see Section P and form):

- Self-haul all waste at conclusion of Special Event
- Recycling Blue Bins requested from City Public Works Department
- Garbage Roll Carts or Collapsible Bins requested from City Public Works Department
- Dumpster being rented from Island Disposal (Section P)
- Grease disposal provided by food vendors
- Grease disposal being rented from outside vendor
- Other (please specify)

\* 20. Traffic Control requested (check all that apply):

- No traffic control necessary; this event has no impact on traffic
- Street Closure (enter street in "Other" box below)
- Traffic cones
- Barricades
- Other (please specify)

\* 21. City signage requested:

- None
- Sandwich boards (only applies if renting park facility)
- Electronic Message Sign programming (see Section M)

\* 22. Event organizers must notify neighbors and businesses within 500 ft. of the event, (if applicable) at least two (2) weeks prior to the event. Notification should be in writing (email is acceptable) and include times when traffic/parking and/or noise may be affected in the area. Signature of your Conditions of Approval indicates you have completed the neighborhood notification and can provide copies of the notification and physical / email addresses where sent if requested (see Section Q). Please check one of the following:

- I will complete the required neighborhood notification at least two (2) weeks prior to my event.
- My event is taking place solely inside a City park and does not include amplified sound which will impact any neighbor or business within 500 feet of the park.

\* 23. Food sales / food consumption (please check one, see Guide Section I):

- There is no food being sold and / or consumed at this event.
- The food being consumed at this event is a closed picnic, no sale of food, no provision of food to the public.
- I will be responsible for ensuring my vendors have obtained all of the necessary food service permits or exemption certificates; food worker card(s); L&I licensing documentation; and evidence of liability insurance, with products/completed operations coverage. (see Section I).

\* 24. Alcohol sales / consumption (please check one, see Guide Section E):

- There is no alcohol (beer / wine / spirits) being sold and / or consumed at this event.
- I will obtain the required Special Occasion License from the Washington State Liquor and Cannabis Board for this event and the required additional Liquor Liability Insurance (see Section E), and I will provide the Special Occasion License and insurance documentation to the City prior to the issuance of my Special Event Permit.

25. Please use this space to list any additional information you were not able to include in another part of this form. Please reference the question # or Guide Section if applicable.

**\* 26. Checklist for submission of Special Event Permit application:**

Please check each box to indicate which additional items you will be submitting as a part of this Special Event Permit application. Please note that items marked with \* are required for every event. Documentation should be submitted to [specialevents@oakharbor.org](mailto:specialevents@oakharbor.org) or delivered to the Special Events Permitting Coordinator located in the Development Services Department, downstairs at City Hall.

- \* \$50.00 Special Event Permit Application Fee to be submitted to Utilities after submission of this form
- \* Certificate of Insurance and Commercial General Liability Policy at least as broad as ISO Form CG 20 12 (see Section A)
- \* Hold Harmless Agreement Notarized (see Section B)
- Event / Site / Route Map (required for *most* events, see Section C)
- City Parks Facility Reservation Form and Fee(s) (see Section D)
- Washington State Liquor and Cannabis Board Special Occasion License for sale of alcohol and required additional insurance (see Section E)
- Amusement Ride vendor's certificate of insurance verifying the vendor's Commercial General Liability insurance naming the City as additional insured (see Section F)
- Professional Carnival vendor's certificate of insurance verifying the vendor's Commercial General Liability insurance naming the City as additional insured, and Carnival Fees (see Section G)
- Fireworks / Pyrotechnics Display Permit and required additional insurance (see Section H)
- Hydrant Meter Permit and Use Agreement Forms (see Section J)
- Electronic Message Sign Application (see Section M)
- Solid Waste Disposal / Recycling Request Form and Fee(s) (see Section O)
- Any additional documentation, please specify:

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## Host Liquor Versus Liquor Liability Insurance

Most General Liability (GL) policies include “host liquor” liability coverage for insureds who are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages (“in the business”). GL policies typically have a standard exclusion for “Liquor Liability” for insureds who are “in the business.” If an event organizer is “in the business” and will be furnishing/serving alcohol at an event, they should be required to provide proof of Liquor Liability insurance, in addition to GL. This could be in the form of an endorsement added to an existing policy, or a standalone Liquor Liability insurance policy.

To help clarify when it is appropriate to require an event organizer to purchase Liquor Liability coverage, and when it is not, WCIA is providing the following guidance.

Before an event organizer can sell, furnish, or serve alcohol at an event, the event organizer must go through the permitting process with the Washington State Liquor Cannabis Board (WSLCB). [Washington State Liquor and Cannabis Board](#). The event organizer must ensure there is a Banquet Permit, Special Occasion License, Beer & Wine License, or Spirits, Beer & Wine License. If they have a Beer & Wine License, or Spirits, Beer & Wine License, a Caterer’s Endorsement is needed, as well.

- 1. If the tenant/user/event organizer is actually in the business of selling, serving or distributing beer, wine or spirits, Liquor Liability insurance should be required, with the member listed as an additional insured.**

For example, a beer distributor, caterer, or restaurant hosting a function/event or furnishing beer, wine or spirits at a function/event should be required to provide proof of Liquor Liability insurance.

- 2. If the event organizer has a Banquet Permit, additional liquor liability coverage is not required. The GL provided host liquor liability coverage should be adequate.**

A Banquet Permit is for a private, invitation-only event (not open to the public). The liquor must be provided free of charge or brought by individuals attending the function. Package deals are allowed that may include the cost of dinner, liquor and entertainment. To assure participants receive an equal share, tickets exchangeable for drinks may be issued as part of the package price. No separate or additional charge may be made for liquor.



The following information about Banquet Permits was obtained from the WSLCB website.

**Banquet Permit:** *Allows the service and consumption of liquor at a private, invitation-only banquet or gathering held in a public place or business. Banquet Permits are [available online](#). Examples include weddings, company banquets, retirement parties, or club, organization or church events.*

- 3. If the event organizer has a Special Occasion License, Liquor Liability insurance is not required. The GL policy host liquor coverage should be sufficient.**

Only a bona fide nonprofit organization can get a Special Occasion License. Since the nonprofit is not “in the business,” the nonprofit does not need a Liquor Liability insurance policy.

The following information regarding a Special Occasion License was obtained from the WSLCB website:

**Special Occasion License:** *Allows a bona fide nonprofit organization to sell liquor at a specified date, time and place. Special Occasion License applications are [available online](#). Examples include a fundraising dinner, gala event, auction, or wine tasting.*

- 4. When caterers/restaurants are used by an event organizer to sell, serve or furnish wine, beer or spirits at an event, the event organizer must require the caterers/restaurants to provide Liquor Liability insurance, adding the event organizer and the member as an additional insured.**

Caterers or restaurants when selling, serving or furnishing alcohol are clearly “in the business” and they must have Liquor Liability insurance.

In summary: If an event organizer, that is not “in the business,” has alcohol provided or served by someone “in the business” (alcohol vendor), the event organizer’s GL insurance host liquor coverage should cover the event organizer in the case of an alcohol related liability claim arising out of the event. When the member is required to be an additional insured on the event organizer’s GL policy, the member is also covered under the GL host liquor coverage. The event organizer should require the alcohol vendor to have both a GL policy and Liquor Liability insurance. The event organizer AND the member should be additional insureds under both of the alcohol vendor’s insurance policies.



**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>  Resolution No. 2024-03, City Sponsorship of the Daffodil Festival.	<b>AB24-18</b>	<b>CGA</b>		
		<b>2.7.2024</b>	<b>2.21.2024</b>	<b>2.28.2024</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>2.2.2024</b>		
<b>Cost of Item:</b>	\$			
<b>Amount Budgeted:</b>	\$			
<b>Unexpended Balance:</b>	\$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	CGA Committee			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Completed Sponsorship Application and Resolution No. 2024-03				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Chamber of Commerce for Daffodil Festival Day which will be held on April 6<sup>th</sup>, 2024. The 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: <u>Action:</u></b>				
Move forward to regular business meeting on February 28 <sup>th</sup> , 2024 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve resolution No. 2024-03 A resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Daffodil Festival Day.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2024-03**

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

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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 Chamber of Commerce; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on February 7th, 2024, and recommended approval of the application; and

**WHEREAS**, The City Council reviewed the application at a study session on February 21<sup>st</sup>, 2024, and recommended approval of the application; and

**WHEREAS**, the City Council finds that Orting Daffodil Festival Day has been an institution of public service since 1934, 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 value of family participation in healthy activities that are fundamental to the City; and

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

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

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

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City's sponsorship of Orting Daffodil Festival Day, pursuant to the City's Policy. This authorization extends to each event identified on the Orting Chamber of Commerce-Orting Daffodil Festival Days application for sponsorship. The Mayor is authorized to enter into a contract with the Orting Chamber of Commerce-Daffodil Festival Day 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 28th day of February, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

---

Charlotte Archer, City Attorney  
Inslee Best, PLLC



## PARKS & RECREATION

*Small Town, Big fun!*

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

January 4, 2024

With regard to the "Daffodil Festival Grand Floral Parade" coordinated by The Daffodil Festival Organization and the "Family in the Park" Festival organized by the Orting Chamber of Commerce, the City of Orting is treating these events as one combined Special Event and as such will only be charging one \$200 application fee and one \$100 Blanket Vendor Fee to be paid by the Orting Chamber of Commerce. Both events will take place on April 6th, 2024 and will be located in and around the Main City Park. Two separate Special Event Applications will be kept on file for informational purposes.

The city plans to provide sponsorship for this combined special event. The \$200 Special Event application fee and \$100 Blanket Vendor Permit was collected from the Orting Chamber of Commerce on January 4<sup>th</sup>, 2024. Insurance certificates citing the City of Orting as additional insured will be required by both organizations.



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-9017 or (cell) 253-262-7842  
 Fax: 360-893-6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** "Special events" include any event which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-ways near the event, or, which would significantly impact the need for City-provided emergency services, such as police, fire, or medial aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on public streets, rights-of-way or emergency services. Special events may include but are not limited to fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, city/town heritage celebrations, shows or exhibitions, holiday festivals, circuses, block parties, markets, musical entertainments, and motion picture filming.

**Application: The following must be submitted at least ninety (90) days prior to event date:**

- Completed Application (ALL sections of application must be completed. Indicate "N/A" if an item does not apply)
- Event Map and Timeline
- Payment of Special Event Fee (\$200 paid via cash, check, credit, or debit)
- Completed Banner Application (if applying for sponsorship & requesting a banner be placed over SR-162)

**In addition, the following must be submitted thirty (30) days prior to event date:**

- Insurance Certificate in the amount of \$1 million per occurrence and \$2 million general aggregate, listing City of Orting as additional insured.
- Road closure permit issued from WSDOT (if applicable).
- Payment of Fees for additional services requested (not covered by sponsorship).

Upon receipt, a meeting with City Department Heads will be scheduled. It may be required that the applicant meet with Department Heads to review the Special Event Application to assure guidelines and preparation prior to the event. After your application has been reviewed, you will be notified if your event has been approved.

APPLICANT NAME: Renita Hempel, Orting Daffodil Parade Coordinator

ORGANIZATION NAME: Daffodil Festival Inc.

ARE YOU NON-PROFIT:  Yes  No IF YES, UBI#: 601-194-625

MAILING ADDRESS: 4227 S Meridian #D-614, Puyallup, WA 98373

EVENT NAME: Daffodil Festival Grand Floral Parade

BRIEF DESCRIPTION OF EVENT: Parade

DATE(S) OF EVENT: April 6th 2024

EVENT TIMES: Set-Up 12:00PM Start of Event 5:00PM Exit Time 6:30PM End of Event 6:00PM

ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 15,000 High Estimate 30,000

PRIMARY CONTACT NAME: Renita Hempel PHONE: (253) 370-9108

PRIMARY CONTACT EMAIL: Parade@thedaffodilfestival.org

DAY-OF CONTACT NAME: Renita Hempel PHONE: (253) 370-9108

DAY-OF CONTACT EMAIL: Parade@thedaffodilfestival.org

ALTERNATE CONTACT: Steve Swanlund PHONE: (253) 365-2522

## COMPLETE THE FOLLOWING FOR ALL SPECIAL EVENTS:

### 1. TYPE OF EVENT (check all that apply):

- |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> Festival/Carnival/Fair</p> <p><input checked="" type="checkbox"/> Parade</p> <p><input type="checkbox"/> Run/Race (*If you do not require the use of City parks, facilities, or services, you do not need to complete this application. Please submit a separate trail use application.)</p> | <p><input type="checkbox"/> Walk Procession/Organized Rally/Demonstration</p> <p><input type="checkbox"/> Block Party</p> <p><input type="checkbox"/> Other (Please specify): _____</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Does this event involve political or religious activity intended primarily for the communication or expression of ideas?  Yes  No (If yes, please explain): \_\_\_\_\_

### 2. FACILITIES & PARKS USAGE REQUESTED (Check all that apply. See Appendix A for rental rates):

- |                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> BBQ Area</p> <p><input type="checkbox"/> Gazebo</p> <p><input type="checkbox"/> Orting Station building</p> <p><input type="checkbox"/> Multi-purpose Center (MPC)</p> <p><input type="checkbox"/> Charter Park (the skate park)</p> | <p><input type="checkbox"/> Basketball Court (no charge)</p> <p><input type="checkbox"/> North Park Fountain Pavilion (no charge)</p> <p><input checked="" type="checkbox"/> North Park Grass Area (no charge)</p> <p><input checked="" type="checkbox"/> South City Park Grass Areas (no charge)</p> <p><input type="checkbox"/> Bell Tower area at Main City Park</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **Please answer the following questions:**

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

We have not planned for additional garbage as this service has historically been graciously provided by the city or Orting.

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

We have provided portable toilets in years past (up to 4). Placement is in the Orting Egles Parking Lot to provide service to the man band members (since their busses park in front of the facility).

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

None planned or utilized by the daffodil festival.

**3. INSURANCE:** A Certificate of Insurance in the amount of \$1 million per occurrence and \$2 million general aggregate showing the City of Orting as an additional Insured is required for all special events, and must be submitted a minimum of 30 days prior to the event. The City may require Applicant/Organization to purchase additional insurance coverage if deemed necessary.

**4. SERVICES REQUESTED:** Please indicate what services you are requesting be provided by the City of Orting. If a listed service is included as part of your potential City sponsorship, please leave the price area blank and check the "sponsored" box (You will also indicate what services you are requesting be sponsored on the included Sponsorship Application). \$200 Application Fee and \$100 Blanket Vendor Permit are not covered by event sponsorship.

City Services (please mark all that apply)	Price	Total Price	Sponsored
<input checked="" type="checkbox"/> 1 Public Works staff	\$75/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> 2 Public Works staff	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1 Police Officer	\$100/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> 2 Police Officers	\$200/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 2 Standard Portable Restrooms	\$200/event	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Facility Rental *See Appendix A for rental rates	\$ Varies	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____	<input type="checkbox"/>

**Total For Special Event Services**    \$ ~~0~~  
**Special Event Application Fee**    \$200  
**TOTAL TO BE PAID**    \$ ~~0~~

*App fee paid by Chamber of Commerce*

**5. BANNER REQUEST - FOR CITY SPONSORED EVENTS ONLY:** If you are applying for event sponsorship and plan to have a banner placed across Washington Ave./SR 162 before and/or during your event, a Banner Permit Application must be submitted in conjunction with the Special Event Application. For banner requirements and a copy of the Banner Permit Application, email recreation@cityoforting.org. Please note, banner message is limited to name, date, and event sponsors. Commercial advertising is not allowed, and the banner may only be across SR-162 for 2 weeks.

**6. VENDORS:** Will there be any vendors at your event?  Yes  No

\*Yes, there are vendors, but none are connected with or sponsored by the Daffodil festival.

If YES, ANTICIPATED NUMBER OF VENDORS: N/A *Chamber to handle vendors*

If YES, applicant is responsible for purchasing a Blanket Vendor Permit **OR** must provide the City documentation of a valid business license with City of Orting endorsement for every vendor (Resolution 2011-12). Applicant/Organization is responsible for ensuring vendors have obtained all of the necessary food service permits or exemption certificates; food worker card(s); L&I licensing documentation; and evidence of liability insurance, with products/completed operations coverage required by the Tacoma-Pierce County Health Department.



It will be the responsibility of the Applicant/Organization 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. Driving and/or parking on the Foothills Trail is not allowed at any time before, during, or after the special event.

**7. PARADE INFORMATION:** Will a parade be part of this event?  Yes  No

If YES, answer the following: **ESTIMATED # OF FLOATS/VEHICLES:** 40 **START TIME:** 5:00PM

**STAGING TIME:** 3:00PM **STAGING LOCATION (show on map):** Most staging takes place on Bridge ST SE & Washington AVE SE down to and including Brown ST

**PARADE ROUTE (show on map):** Parade starts at Washington Ave N & Bridge ST, then concludes on Washington AVE N & Whistlesell ST.

Will horses or other animals be in the parade?  Yes  No If yes, approximately how many? 20 \_\_\_\_\_

**\*Applicant/Organization is responsible for cleaning up after animals participating in the parade\***

Will the Police Department or Fire Department participate in the parade?  Yes  No

### **8. STREET CLOSURES & EMERGENCY ACCESS:**

**ARE YOU PLANNING TO CLOSE WA-162 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)

Bridge & Washington Ave N & SE will be closed to through traffic. No changes are planned for the parade route or staging areas from passed years.

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (If yes, please explain)  Yes  No

No. We pledge full cooperation w/ the city of Orting planners to insure emergency service routes remain accessible. Excessive noise has never been an issue.

What methods will you be using to notify adjacent homeowners/businesses of the event?

Signage, event promotion & cooperation with the City of Orting. Notification of homeowners/businesses is accomplished with the help & assistance of the City of Orting Staff.

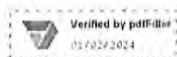
Please list any other information relevant to your event (use of inflatables, activities that will take place, etc.):

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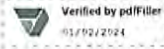
### **9: AGREEMENTS**



Initials: RT

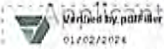
Applicant understands that if deadlines are not met, the Applicant/Organization's event may not be considered for sponsorship and/or the event may not occur.

Initials: PH



Applicant understands that the Applicant/Organization must provide proof of Commercial General Liability insurance, with a minimum of \$1 million per occurrence and \$2 million general aggregate coverage, and name the City of Orting as an additional insured at least thirty (30) days prior to event. The City may also require the Applicant/Organization to purchase additional insurance coverage if deemed necessary.

Initials: PH



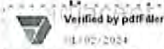
If State Route WA-162 (Washington Ave.) is to be closed at any point during the event, the Applicant/Sponsoring Organization must obtain a permit for the road closure from the Washington State Department of Transportation (WSDOT) and provide a copy to the City at least thirty (30) days prior to the event. Road closure will NOT be allowed if road closure agreement with WSDOT is not received.

Initials: PH



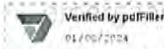
Applicant understands that it is the Applicant/Organization's responsibility to inform homeowners and businesses of the event at least thirty (30) days in advance.

Initials: PH



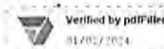
Applicant understands that the Applicant/Organization must allow for a 20ft access for emergency vehicles at all times during the event.

Initials: PH



The City will provide the Applicant/Organization with a site safety checklist to complete prior to the event. Applicant understands that if the checklist is not completed and returned to the City at least one (1) business day before the event date, the Applicant/Organization agrees to accept the facilities and premises as-is on the date of

Initials: PH



Applicant/Organization 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

Initials: PH



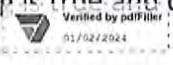
Applicant/Organization covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Applicant/Organization understands that the special event may include use of the covered park facilities, Orting Station, and the Multi-Purpose

Initials: PH



facilities which are all owned by the City of Orting.  
**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is over the age of 18 and an authorized representative of the hosting 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.

I have read and agree to all of the above statements and declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.



Applicant Signature: Renita Hempel

Date: January, 2nd 2024

Print Name & Title w/Organization: Renita Hempel, Orting Daffodil Parade coordinator, Daffodil Festival, Inc

Facilities are based on a first come, first serve basis. Special Events do not receive special privileges. Applications and all required documents may be emailed, mailed, faxed, or dropped off in person at City Hall. Payment can be made by mail or in person at City Hall. A receipt showing payment is NOT approval of the event. Orting City Hall is located at 104 Bridge St. South in Orting.

If you have questions regarding the application, please contact the Activities & Events Coordinator by calling (360) 893-9017 or emailing malfiere@cityoforting.org

- End of Special Event Application -

### City of Orting Sponsorship Application

Are you requesting City sponsorship?  Yes  No If you indicated NO, no further information is required.

#### REQUIREMENTS FOR CITY SPONSORSHIP OF A SPECIAL EVENT:

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy (Policy No. 2017-1). 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. A copy of the Special Event Sponsorship policy may be requested by emailing recreation@cityoforting.org. There is no additional fee to apply for City Sponsorship of an event. **However, the event organizer must purchase a \$100 Blanket Vendor Permit if vendors are participating in the event.** All City Sponsored Events shall comply with all applicable local, state and federal regulations.

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

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

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

**Please indicate what services you are requesting be provided by the City of Orting in your sponsorship (check all that apply):**

- Use of Main City Park, including grass areas, Gazebo, and Covered BBQ Area, located at 101 Train St. SW at no charge.
- Use of Multipurpose Center (MPC) located at 202 Washington Ave. S. at no charge.
- Use of North Park, including grass area and Orting Station building, located at 101 Washington Ave NW. at no charge.
- Close Train St. around the Bell Tower at Main City Park.
- Close Van Scoyoc Ave. SW at Main City Park.
- Close Calistoga St. W between Van Scoyoc Ave. & Washington Ave.
- 1 Public Works staff for up to eight (8) hours. # of hours requested: 8hr
- 2 Public Works staff for up to eight (8) hours. # of hours requested: \_\_\_\_\_
- Police support to set up barricades/traffic signs and direct traffic (if closing WA-162).
- 1 Dumpster (confirm dumpster size with Activities & Events Coordinator).
- 2 Standard Portable Restrooms (in addition to the 2 existing at Main City Park).
- Electricity, including 2 Spider Boxes.
- Audio/PA system (Does not include a DJ).
- Barricades/Cones/Traffic Signs (Must provide placement on map).
- Hang event banner over Washington Ave. for 2 weeks (Organizer to provide banner).
- Event Advertisement on City Reader Board, Website, & Social Media.

- If Event receives sponsorship, Orting City Logo shall be placed on all materials advertising the event and the City must be allowed a vendor booth at no charge.
- If Event receives sponsorship, Applicant/Organization must purchase a \$100 City Business License Blanket Permit if vendors are participating in the event.
- Sponsored services offered by the City of Orting will depend upon the City's determination of the value added by the event to the community.
- 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.

- End of Special Event Sponsorship Application -

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## APPENIX A

### FACILITY RENTAL RATES

#### MULTI-PURPOSE CENTER (MPC)

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

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$30.00	\$50.00	\$15.00
Friday-Sunday	\$50.00	\$70.00	\$20.00

#### ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A 2-hour minimum is required for all rentals. **A refundable deposit of \$100 is required to secure this space. If inflatables will be used, a refundable inflatable deposit of \$200 is required.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$20.00	\$30.00	\$10.00
Friday-Sunday	\$40.00	\$50.00	\$10.00

#### COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$10.00	\$20.00	\$5.00
Friday-Sunday	\$20.00	\$30.00	\$10.00

#### GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$10.00	\$20.00	\$5.00
Friday-Sunday	\$20.00	\$30.00	\$10.00

Event Name: Daffodil Parade Event Date: 4/6/24

Primary Contact: Renita Hempel Phone: 253-370-9108

Checklist/Timeline:

parade @ the daffodil festival.org

90+ Days Prior

- Completed Application received
- Payment of Fees (Amount: \$ N/A )
- Event Map & Timeline
- Proof of Insurance (if sponsored)
- Completed Banner Application received
- Department Heads Meeting
- Sponsorship Letter (if applicable)
- Approved by CGA (if sponsored)

- Date: 1/3/24 Initials: NA
- Date:        Initials:        Receipt# N/A
- Date: 1/3/24 Initials: MA
- Date: 1/24/24 Initials: MA
- Date: N/A Initials: MA City to provide banner
- Date: 1/31/24
- Date: 2/2/24 Initials: MA
- Date:        CGA mtg 2/7/24

60 Days Prior (Date: 2/6 )

- Approved by City Council (if sponsored)
- Conditions of Approval signed
- Check-in w/Event Organizer
- Post Event to City Website (if sponsored)
- Order dumpster (if applicable)

- Date:
- Date:
- Date:        Initials:
- Date:        Initials:
- Date:        Initials:

30 Days Prior (Date: 3/6 )

- Meeting with Dept. Heads (PW, Police, City)
- Send Work Order details to Public Works
- Confirm details with Police (if applicable)
- Permit received from WSDOT (if applicable)
- Insurance Certificate Received
- Payment of Remaining Fees (Amount: \$        )

- Date:
- Date:        Initials:        WO#
- Date:        Initials:
- Date:        Initials:
- Date:        Initials:
- Date:        Initials:        Receipt#

14 Days Prior (Date: 3/20 )

- Hang Event Banner
- Confirm PW Staff working event
- Event posted on Social Media
- And Reader Board

- Date:        Initials:
- Date:        Initials:
- Date:        Initials:

1 Week Prior (Date: 3/27 )

- Final Check-in w/Event Organizer
- Signage posted if closing roads
- Receive safety plan & updated map (if applicable)

- Date:        Initials:
- Date:        Initials:
- Date:        Initials:

Day Before Event

- Place NO PARKING or other signage required

- Date:        Initials:



## Orting Request for Sponsorship

Dear City of Orting,

The Daffodil Festival Grand Floral Parade thanks the City of Orting for your many decades of participation with the Daffodil Festival.

Over the years we have worked together to give our communities the treasure of, showcasing the talents of our school kids of all ages, bringing communities together, promoting small businesses, and giving a voice to non-profits. This could not be accomplished without the help of the sponsorships from Cities such as yours. We at the Daffodil Festival graciously ask for Continued sponsorship from the City of Orting for the 92<sup>nd</sup> Daffodil Festival, April 6<sup>th</sup> 2024.

Thank you for your consideration, we look forward to hearing from you.

**Renita Hempel**  
**2024 Parade Coordinator**  
*Daffodil Festival Grand Floral Parade*

[parade@thedaffodilfestival.org](mailto:parade@thedaffodilfestival.org)  
[www.thedaffodilfestival.org](http://www.thedaffodilfestival.org)

*The Daffodil Festival is a 501(c)(3) nonprofit. Est. 1934*  
*Follow us on social media: [IG](#) | [FB](#) | [LinkedIn](#) | [Twitter](#)*

## Non Profit Insurance Program

### Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE 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 SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

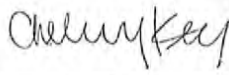
PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> American Alternative Insurance Corporation, et al.  <b>AUTOMOBILE LIABILITY</b> American Alternative Insurance Corporation, et al.
<b>INSURED</b>  Daffodilians The Daffodil Festival 4227 South Meridian #C-614 Puyallup, WA 98373	<b>PROPERTY</b> American Alternative Insurance Corporation, et al.  <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> Princeton Excess and Surplus Lines Insurance Company
<b>COVERAGES</b>	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-14	6/1/2023	6/1/2024	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM INCLUDES STOP GAP				PER MEMBER AGGREGATE	\$10,000,000
				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	N1-A2-RL-0000013-14	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A 350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
	N1-A2-RL-0000013-14	6/1/2023	6/1/2024	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
	N1-A3-RL-0000060-14	6/1/2023	6/1/2024	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Evidence of Coverage only.					

**CANCELLATION**

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

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Orting 104 Bridge Street S Orting, WA 98360	



## BUSINESS INFORMATION

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Business Name:

**DAFFODILIANS, INCORPORATED**

UBI Number:

**601 194 625**

Business Type:

**WA NONPROFIT CORPORATION**

Business Status:

**ACTIVE**

Principal Office Street Address:

**4227 S MERIDIAN # D-614, PUYALLUP, WA, 98373-3603, UNITED STATES**

Principal Office Mailing Address:

**4227 S MERIDIAN # D-614, PUYALLUP, WA, 98373-3603, UNITED STATES**

Expiration Date:

**01/31/2025**

Jurisdiction:

**UNITED STATES, WASHINGTON**

Formation/ Registration Date:

**01/27/1967**

Period of Duration:

**PERPETUAL**

Inactive Date:

Nature of Business:

**BENEVOLENT, NON-PROFIT, CHARITY, LEADERSHIP PROGRAM**

Charitable Corporation:

Nonprofit EIN:

**31-1603513**

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

Has Members:

Public Benefit Designation:

Host Home:

## REGISTERED AGENT INFORMATION

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Registered Agent Name:

**SUSAN DELLINGER**

Street Address:

**6923 PHILLIPS RD SW, LAKEWOOD, WA, 98498-6339, UNITED STATES**

Mailing Address:

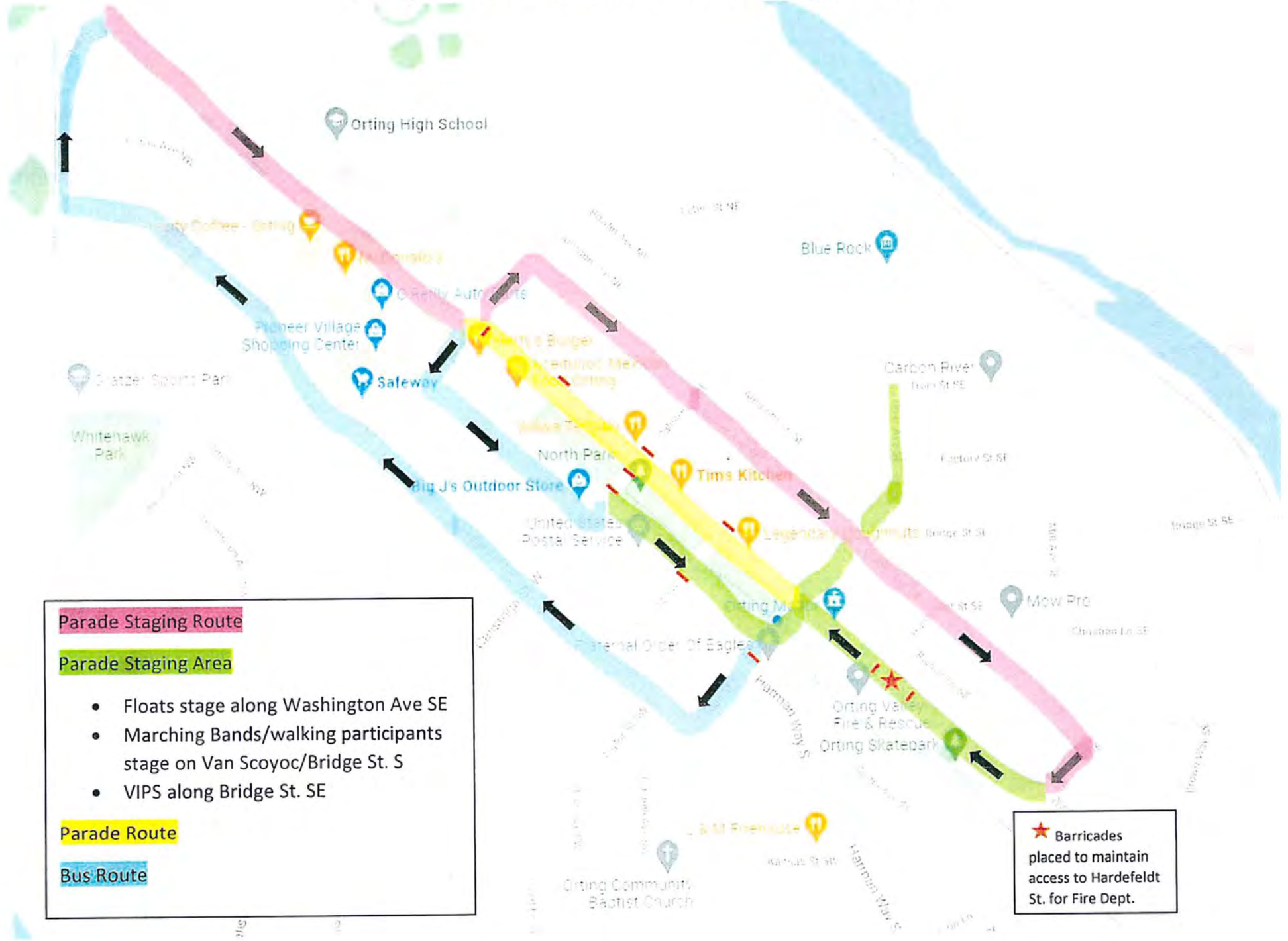
**4227 S MERIDIAN # D-614, PUYALLUP, WA, 98373-3603, UNITED STATES**

## GOVERNORS

---

<b>Title</b>	<b>Governors Type</b>	<b>Entity Name</b>	<b>First Name</b>	<b>Last Name</b>
GOVERNOR	INDIVIDUAL		MADISON	RIDDLE
GOVERNOR	INDIVIDUAL		MARSHALL	DELLINGER
GOVERNOR	INDIVIDUAL		ANITRA	SUDDERTH
GOVERNOR	INDIVIDUAL		MICHELLE	HEWITT

# Orting Daffodil Parade Route and Staging Area 2024



**Parade Staging Route**

**Parade Staging Area**

- Floats stage along Washington Ave SE
- Marching Bands/walking participants stage on Van Scoyoc/Bridge St. S
- VIPS along Bridge St. SE

**Parade Route**

**Bus Route**

★ Barricades placed to maintain access to Hardefeldt St. for Fire Dept.

## **Instructions for Parade Floats & Car Clubs:**

Upon entering Orting:

- Once you pass the high school, turn LEFT onto WHITESELL ST. N
- RIGHT onto VARNER AVE NE
- Take Varner all the way down to BROWN ST. SE. Turn RIGHT onto BROWN ST. SE
- Turn RIGHT onto WASHINGTON AVE SE., Stage along WASHINGTON AVE SE
- PLEASE PAY ATTENTION TO NOT STAGE IN THE SECTION OF THE STREET IN FRONT OF THE FIRE STATION AND HARDEFELDT ST SE
- Upon completing the parade, turn RIGHT into the high school parking lot to coordinate departure.

## **Instructions for Buses:**

Upon entering Orting:

- Once you pass the high school, turn RIGHT onto WHITESELL ST. S
- LEFT onto CORRIN AVE NW
- LEFT onto CALISTOGA ST. W
- IMMEDIATE RIGHT onto VAN SCOYOC AVE SW
- LOOK FOR DAFFODIL/CITY OF ORTING OFFICIALS TO DIRECT YOU WHERE TO PARK

After completing the parade:

- Exit VAN SCOYOC AVE E by turning RIGHT onto BRIDGE ST. SW
- Turn RIGHT onto ELDREDGE AVE SW
- If departing to Graham area, Turn LEFT onto CALISTOGA ST. W
- If departing to Sumner/Puyallup, continue on ELDGREDGE AVE NW to WHITEHAWK BLVD. NW
- Turn RIGHT onto WHITEHAWK BLVD. NW
- Turn LEFT onto WASHINGTON AVE. N – SR 162

### **Instructions for Marching Band Trailers**

- Once you pass the high school, turn LEFT onto WHITESELL ST N
- RIGHT onto VARNER AVE NE
- RIGHT onto BRIDGE ST SE, stage on the LEFT in front of the White Orting Manor house
- Upon completing the parade, turn RIGHT into the high school parking lot to coordinate departure.

### **Instructions for Jeep Clubs escorting Floats**

- Once you pass the high school, turn LEFT onto WHITESELL ST N
- RIGHT onto VARNER AVE NE
- Once you reach BRIDGE ST SE, turn LEFT and park at TRIANGLE PARK
- Floats will continue on Varner Ave.



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-9017 or (cell) 253-262-7842  
 Fax: 360-893-6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** "Special events" include any event which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-ways near the event, or, which would significantly impact the need for City-provided emergency services, such as police, fire, or medial aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on public streets, rights-of-way or emergency services. Special events may include but are not limited to fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, city/town heritage celebrations, shows or exhibitions, holiday festivals, circuses, block parties, markets, musical entertainments, and motion picture filming.

**Application: The following must be submitted at least ninety (90) days prior to event date:**

- Completed Application (ALL sections of application must be completed. Indicate "N/A" if an item does not apply)
- Event Map and Timeline
- Payment of Special Event Fee (\$200 paid via cash, check, credit, or debit)
- Completed Banner Application (if applying for sponsorship & requesting a banner be placed over SR-162)

**In addition, the following must be submitted thirty (30) days prior to event date:**

- Insurance Certificate in the amount of \$1 million per occurrence and \$2 million general aggregate, listing City of Orting as additional insured.
- Road closure permit issued from WSDOT (if applicable).
- Payment of Fees for additional services requested (not covered by sponsorship).

Upon receipt, a meeting with City Department Heads will be scheduled. It may be required that the applicant meet with Department Heads to review the Special Event Application to assure guidelines and preparation prior to the event. After your application has been reviewed, you will be notified if your event has been approved.

APPLICANT NAME: Steve Rodrigues  
 ORGANIZATION NAME: Orting Chamber of Commerce  
 ARE YOU NON-PROFIT:  Yes  No IF YES, UBI#: 601 591 604  
 MAILING ADDRESS: P.O. Box 1418 Orting, WA 98360  
 EVENT NAME: Daffodil Festival Day "Family in the Park"  
 BRIEF DESCRIPTION OF EVENT: Festival - Vendor Fair  
 DATE(S) OF EVENT: April 6, 20~~23~~24  
 EVENT TIMES: Set-Up 8:30am Start of Event 10:00am Exit Time 7:00 pm End of Event 8:30 pm  
 ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 2,000 High Estimate 5,000

PRIMARY CONTACT NAME: Steve Rodrigues PHONE: 253-254-4984  
 PRIMARY CONTACT EMAIL: occtreasbill@gmail.com  
 DAY-OF CONTACT NAME: John Park PHONE: 425-399-4799  
 DAY-OF CONTACT EMAIL: Ortingcoc@gmail.com  
 ALTERNATE CONTACT: Dan Heilbron PHONE: 253-307-6320

**COMPLETE THE FOLLOWING FOR ALL SPECIAL EVENTS:**

**1. TYPE OF EVENT (check all that apply):**

- |                                                                                                                                                                                                          |                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Festival/Carnival/Fair                                                                                                                                               | <input type="checkbox"/> Walk Procession/Organized Rally/Demonstration |
| <input type="checkbox"/> Parade                                                                                                                                                                          | <input type="checkbox"/> Block Party                                   |
| <input type="checkbox"/> Run/Race (*If you do not require the use of City parks, facilities, or services, you do not need to complete this application. Please submit a separate trail use application.) | <input type="checkbox"/> Other (Please specify): _____                 |

Does this event involve political or religious activity intended primarily for the communication or expression of ideas?  Yes  No (If yes, please explain): \_\_\_\_\_

**2. FACILITIES & PARKS USAGE REQUESTED (Check all that apply. See Appendix A for rental rates):**

- |                                                        |                                                                             |
|--------------------------------------------------------|-----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> BBQ Area           | <input type="checkbox"/> Basketball Court (no charge)                       |
| <input type="checkbox"/> Gazebo                        | <input type="checkbox"/> North Park Fountain Pavilion (no charge)           |
| <input type="checkbox"/> Orting Station building       | <input type="checkbox"/> North Park Grass Area (no charge)                  |
| <input type="checkbox"/> Multi-purpose Center (MPC)    | <input checked="" type="checkbox"/> South City Park Grass Areas (no charge) |
| <input type="checkbox"/> Charter Park (the skate park) | <input checked="" type="checkbox"/> Bell Tower area at Main City Park       |

**Please answer the following questions:**

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

No

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

No

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

The Lion's BBQ ; Food vendors Cylinders

**3. INSURANCE:** A Certificate of Insurance in the amount of \$1 million per occurrence and \$2 million general aggregate showing the City of Orting as an additional Insured is required for all special events, and must be submitted a minimum of 30 days prior to the event. The City may require Applicant/Organization to purchase additional insurance coverage if deemed necessary.

**4. SERVICES REQUESTED:** Please indicate what services you are requesting be provided by the City of Orting. If a listed service is included as part of your potential City sponsorship, please leave the price area blank and check the "sponsored" box (You will also indicate what services you are requesting be sponsored on the included Sponsorship Application). \$200 Application Fee and \$100 Blanket Vendor Permit are not covered by event sponsorship.

<b>City Services (please mark all that apply)</b>	<b>Price</b>	<b>Total Price</b>	<b>Sponsored</b>
<input type="checkbox"/> 1 Public Works staff	\$75/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 2 Public Works staff	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 1 Police Officer	\$100/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 2 Police Officers	\$200/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 1 Dumpster	\$20/event	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 2 Standard Portable Restrooms	\$200/event	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Facility Rental *See Appendix A for rental rates	\$ Varies	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>100</u>	<input type="checkbox"/>
<b>Total For Special Event Services</b>		\$ <u>100</u>	
<b>Special Event Application Fee</b>		\$200	

**TOTAL TO BE PAID** \$ 300

**5. BANNER REQUEST - FOR CITY SPONSORED EVENTS ONLY:** If you are applying for event sponsorship and plan to have a banner placed across Washington Ave./SR 162 before and/or during your event, a Banner Permit Application must be submitted in conjunction with the Special Event Application. For banner requirements and a copy of the Banner Permit Application, email recreation@cityoforting.org. Please note, banner message is limited to name, date, and event sponsors. Commercial advertising is not allowed, and the banner may only be across SR-162 for 2 weeks.

**6. VENDORS:** Will there be any vendors at your event?  Yes  No

IF YES, ANTICIPATED NUMBER OF VENDORS: 30

If YES, applicant is responsible for purchasing a Blanket Vendor Permit **OR** must provide the City documentation of a valid business license with City of Orting endorsement for every vendor (Resolution 2011-12). Applicant/Organization is responsible for ensuring vendors have obtained all of the necessary food service permits or exemption certificates; food worker card(s); L&I licensing documentation; and evidence of liability insurance, with products/completed operations coverage required by the Tacoma-Pierce County Health Department.



It will be the responsibility of the Applicant/Organization 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. Driving and/or parking on the Foothills Trail is not allowed at any time before, during, or after the special event.

**7. PARADE INFORMATION:** Will a parade be part of this event?  Yes  No

If YES, answer the following: ESTIMATED # OF FLOATS/VEHICLES: \_\_\_\_\_ START TIME: \_\_\_\_\_

STAGING TIME: \_\_\_\_\_ STAGING LOCATION (show on map): \_\_\_\_\_

PARADE ROUTE (show on map): \_\_\_\_\_

Will horses or other animals be in the parade?  Yes  No If yes, approximately how many? \_\_\_\_\_

**\*Applicant/Organization is responsible for cleaning up after animals participating in the parade\***

Will the Police Department or Fire Department participate in the parade?  Yes  No

**8. STREET CLOSURES & EMERGENCY ACCESS:**

ARE YOU PLANNING TO CLOSE WA-162 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)

Train Street S.W. at the Bell Tower

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (If yes, please explain)  Yes  No

What methods will you be using to notify adjacent homeowners/businesses of the event?

N/A

Please list any other information relevant to your event (use of inflatables, activities that will take place, etc.):

Pop-up tents

**9: AGREEMENTS**

Initials:



Applicant understands that if deadlines are not met, the Applicant/Organization's event may not be considered for sponsorship and/or the event may not occur.

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



**Applicant understands that the Applicant/Organization must provide proof of Commercial General Liability insurance, with a minimum of \$1 million per occurrence and \$2 million general aggregate coverage, and name the City of Orting as an additional insured at least thirty (30) days prior to event.** The City may also require the Applicant/Organization to purchase additional insurance coverage if deemed necessary.

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



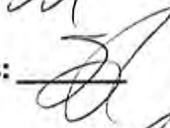
If State Route WA-162 (Washington Ave.) is to be closed at any point during the event, the Applicant/Sponsoring Organization must obtain a permit for the road closure from the Washington State Department of Transportation (WSDOT) and provide a copy to the City at least thirty (30) days prior to the event. Road closure will NOT be allowed if road closure agreement with WSDOT is not received.

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



Applicant understands that it is the Applicant/Organization's responsibility to inform adjacent homeowners and businesses of the event at least thirty (30) days in advance.

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



Applicant understands that the Applicant/Organization must allow for a 20ft access for emergency vehicles at all times during the event.

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



The City will provide the Applicant/Organization with a site safety checklist to complete prior to the event. Applicant understands that if the checklist is not completed and returned to the City at least one (1) business day before the event date, the Applicant/Organization agrees to accept the facilities and premises as-is on the date of the event.

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



Applicant/Organization 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.

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



Applicant/Organization 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. Applicant/Organization understands that the special event may include use of the covered park 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 over the age of 18 and an authorized representative of the hosting 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.

I have read and agree to all of the above statements and declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

Applicant Signature: Steve Rodriguez Date: Jan. 3, 2024

Print Name & Title w/Organization: Steve Rodriguez - Treasurer  
Orting Chamber of Commerce

Facilities are based on a first come, first serve basis. Special Events do not receive special privileges. Applications and all required documents may be emailed, mailed, faxed, or dropped off in person at City Hall. Payment can be made by mail or in person at City Hall. A receipt showing payment is **NOT** approval of the event. Orting City Hall is located at 104 Bridge St. South in Orting.

If you have questions regarding the application, please contact the Activities & Events Coordinator by calling (360) 893-9017 or emailing [malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)

- End of Special Event Application -

### City of Orting Sponsorship Application

Are you requesting City sponsorship?  Yes  No If you indicated NO, no further information is required.

#### **REQUIREMENTS FOR CITY SPONSORSHIP OF A SPECIAL EVENT:**

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy (Policy No. 2017-1). 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. A copy of the Special Event Sponsorship policy may be requested by emailing [recreation@cityoforting.org](mailto:recreation@cityoforting.org). There is no additional fee to apply for City Sponsorship of an event. **However, the event organizer must purchase a \$100 Blanket Vendor Permit if vendors are participating in the event.** All City Sponsored Events shall comply with all applicable local, state and federal regulations.

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

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

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

**Please indicate what services you are requesting be provided by the City of Orting in your sponsorship (check all that apply):**

- Use of Main City Park, including grass areas, Gazebo, and Covered BBQ Area, located at 101 Train St. SW at no charge.
- Use of Multipurpose Center (MPC) located at 202 Washington Ave. S. at no charge.
- Use of North Park, including grass area and Orting Station building, located at 101 Washington Ave NW. at no charge.
- Close Train St. around the Bell Tower at Main City Park.
- Close Van Scoyoc Ave. SW at Main City Park.
- Close Calistoga St. W between Van Scoyoc Ave. & Washington Ave.
- 1 Public Works staff for up to eight (8) hours. # of hours requested: \_\_\_\_\_
- 2 Public Works staff for up to eight (8) hours. # of hours requested: \_\_\_\_\_
- Police support to set up barricades/traffic signs and direct traffic (if closing WA-162).
- 1 Dumpster (confirm dumpster size with Activities & Events Coordinator).
- 2 Standard Portable Restrooms (in addition to the 2 existing at Main City Park).
- Electricity, including 2 Spider Boxes.
- Audio/PA system (Does not include a DJ).
- Barricades/Cones/Traffic Signs (Must provide placement on map).
- Hang event banner over Washington Ave. for 2 weeks (Organizer to provide banner).
- Event Advertisement on City Reader Board, Website, & Social Media.

- **If Event receives sponsorship, Orting City Logo shall be placed on all materials advertising the event and the City must be allowed a vendor booth at no charge.**
- **If Event receives sponsorship, Applicant/Organization must purchase a \$100 City Business License Blanket Permit if vendors are participating in the event.**
- **Sponsored services offered by the City of Orting will depend upon the City's determination of the value added by the event to the community.**
- **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.**

**- End of Special Event Sponsorship Application -**

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## APPENIX A

### FACILITY RENTAL RATES

#### MULTI-PURPOSE CENTER (MPC)

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

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$30.00	\$50.00	\$15.00
Friday-Sunday	\$50.00	\$70.00	\$20.00

#### ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A 2-hour minimum is required for all rentals. **A refundable deposit of \$100 is required to secure this space. If inflatables will be used, a refundable inflatable deposit of \$200 is required.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$20.00	\$30.00	\$10.00
Friday-Sunday	\$40.00	\$50.00	\$10.00

#### COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$10.00	\$20.00	\$5.00
Friday-Sunday	\$20.00	\$30.00	\$10.00

#### GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$10.00	\$20.00	\$5.00
Friday-Sunday	\$20.00	\$30.00	\$10.00

Event Name: Daffodil Festival in Park Event Date: 4/6/24

Primary Contact: Steve Rodrigues Phone: 253-254-4984

Checklist/Timeline: occtreasbill@gmail.com

**90+ Days Prior**

- Completed Application received Date: 1/4/24 Initials: MA
- Payment of Fees (Amount: \$ 300 ) Date: 1/4/24 Initials: MA Receipt# \_\_\_\_\_
- Event Map & Timeline Date: 1/4/24 Initials: MA
- Proof of Insurance (if sponsored) Date: 1/10/24 Initials: MA
- Completed Banner Application received Date: N/A Initials: N/A → city to provide banner
- Department Heads Meeting Date: 1/3/24
- Sponsorship Letter (if applicable) Date: 1/6/24 Initials: MA
- Approved by CGA (if sponsored) Date: \_\_\_\_\_

**60 Days Prior (Date: 2/6 )**

- Approved by City Council (if sponsored) Date: \_\_\_\_\_
- Conditions of Approval signed Date: \_\_\_\_\_
- Check-in w/Event Organizer Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Post Event to City Website (if sponsored) Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Order dumpster (if applicable) Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**30 Days Prior (Date: 3/6 )**

- 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: \_\_\_\_\_
- Payment of Remaining Fees (Amount: \$ \_\_\_\_\_ ) Date: \_\_\_\_\_ Initials: \_\_\_\_\_ Receipt# \_\_\_\_\_

**14 Days Prior (Date: 3/20 )**

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

**1 Week Prior (Date: 3/27 )**

- Final Check-in w/Event Organizer Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Signage posted if closing roads Date: \_\_\_\_\_ Initials: \_\_\_\_\_
- Receive safety plan & updated map (if applicable) Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**Day Before Event**

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

Receipt: 796 01/04/2024

Acct #: 1289

City of Orting

WA

Orting Chamber of Commerce  
PO Box 1418  
Orting, WA 98360

Treasurer's Rec - CK/Cash  
Memo: 001.362.40.04.00 - Special  
Events fee for Festival in the  
Park (\$200) and blanket vendor  
fee (\$100)

Fees - Special Events	300.00
Non Taxed Amt:	<u>300.00</u>
Total:	300.00
Chk: 1047	<u>300.00</u>
Ttl Tendered:	300.00
Change:	0.00

Issued By: Jennifer Corona  
01/04/2024 14:13:56



To: The City of Orting

From: Orting Chamber of Commerce

January 4, 2024

The Orting Chamber of Commerce has applied for sponsorship through the city for our upcoming Daffodil Festival on April 6, 2024. We are asking for the following:

1. Use of the City Main Park
2. Closure of Train Street, but only the section where the Bell Tower is located.
3. Barricades to close off the street.
4. One Public Works staff for 8 hours for assistance as needed.
5. One Dumpster
6. Two spider boxes and access to electrical outlets at the BBQ pit, Gazebo, and the electrical boxes on Train Street.

For further information, I can be reached at [occtreasbill@gmail.com](mailto:occtreasbill@gmail.com) or 253-254-4984.

Steve Rodrigues – Treasurer, Orting Chamber of Commerce





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2024

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>  <b>Virgil McLagan Company, INC.</b> <b>PO BOX 7950</b> <b>Bonney Lake, WA 98391</b>	<b>CONTACT NAME:</b> Brandi Heinzmann <b>PHONE (A/C, No, Ext):</b> (253)862-3610 <b>FAX (A/C, No):</b> (253)862-3265 <b>E-MAIL ADDRESS:</b> Brandi@mclaganins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> <b>Cochrane &amp; Company</b> <b>INSURER B:</b> <b>Progressive Insurance Company</b> <b>11770</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  <b>Orting Chamber of Commerce</b> <b>PO Box 1418</b> <b>Orting, WA 98360</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 00000517-25872**      **REVISION NUMBER: 2**

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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>NBP2555072B</b>	<b>01/08/2024</b>	<b>01/08/2025</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>10,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPIOP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>00586348-9</b>	<b>10/18/2023</b>	<b>04/18/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>100,000</b> 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	<input type="checkbox"/>	<input type="checkbox"/>				PER STATUTE    OTH-ER 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)

<b>CERTIFICATE HOLDER</b>  <b>City of Oting</b>	<b>CANCELLATION</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>AUTHORIZED REPRESENTATIVE</b>  <i>Brandi Heinzmann</i> (BLH)

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## BUSINESS INFORMATION

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Business Name:

**ORTING CHAMBER OF COMMERCE**

UBI Number:

**601 591 604**

Business Type:

**WA NONPROFIT CORPORATION**

Business Status:

**ACTIVE**

Principal Office Street Address:

**104 WASHINGTON AVE S, ORTING, WA, 98360, UNITED STATES**

Principal Office Mailing Address:

**PO BOX 1418, ORTING, WA, 98360-1418, UNITED STATES**

Expiration Date:

**10/31/2024**

Jurisdiction:

**UNITED STATES, WASHINGTON**

Formation/ Registration Date:

**10/10/1984**

Period of Duration:

**PERPETUAL**

Inactive Date:

Nature of Business:

**CIVIC, CHAMBER OF COMMERCE**

Charitable Corporation:



Nonprofit EIN:

**20-8140176**

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



Has Members:



Public Benefit Designation:



Host Home:



## REGISTERED AGENT INFORMATION

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Registered Agent Name:

**TREASURER**

Street Address:

**105 S WASHINGTON AVE SOUTH, ORTING, WA, 98360, UNITED STATES**

Mailing Address:

**PO BOX 1418, ORTING, WA, 98360-1418, UNITED STATES**

# GOVERNORS

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<b>Title</b>	<b>Governors Type</b>	<b>Entity Name</b>	<b>First Name</b>	<b>Last Name</b>
GOVERNOR	INDIVIDUAL		TROY	MUNSON
GOVERNOR	INDIVIDUAL		DAN	HEILBRUN
GOVERNOR	INDIVIDUAL		STEVE	RODRIGUES

← Harman Way S

Eagles

Corrin Ave E

Post Office

Van Scoyoc Ave E

Entry Plant Buffer Exit

Entry Plant Buffer Exit

Gravel Parking Lot

Parking Lot

Gravel Parking Lot

Bridge St S / Hwy 162

Trail

Concrete Pad

Tower

Trail

Basketball Court

Gazebo

Train St SW

Train St SW

BBQ Area

Playground

Restroom

Calistoga St W

Washington Ave / Hwy 162

Bridge St SE

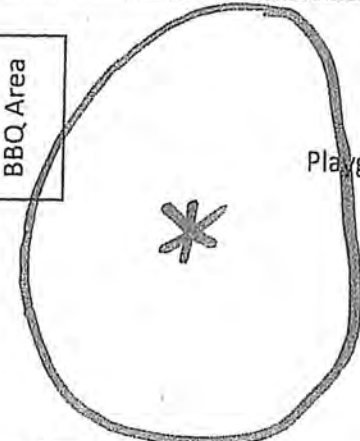
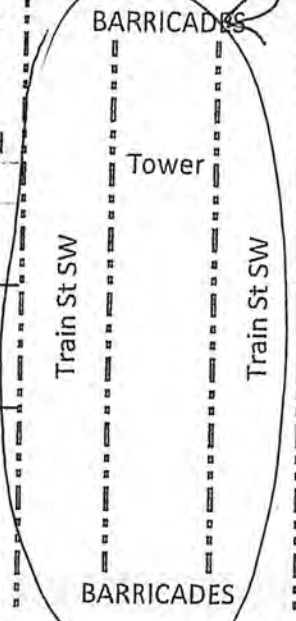
Train St SE

Orting City Park

Calistoga St E

*Barricade*

*Barricade*





### Special Event City Sponsorship Cost Estimate

**Event Name: Daffodil Festival & Parade**

**Event Date & Time: April 6th, 2024 10am-7pm, Parade @ 5pm**

**Applicant/Organization: The Daffodil Festival/Orting Chamber of Commerce**

City Services Requested and/or Required	# of hours	Estimated Cost
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
Use of Multipurpose Center		\$250.00
Close Train St. around Bell Tower		\$75.00
Close Washington Ave.		\$150.00
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
Public Works staff* (estimated \$75 per staff per hr)	32	\$4,800.00
*Estimating 4 staffing each working 8 hours total		
Police support* (estimated \$115/hr each)	15	\$1,725.00
*Estimated 3 officers each working 5 hours total		
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$7,985.00</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>  Food Truck Program.	<b>AB23-105</b>	<b>CGA</b>		
		<b>10.4.2023, 11.1.2023 1.3.2024 2.7.2024</b>	2.21.2024	
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>10.6.2023</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>	Before the end of the year.			
<b>Submitted By:</b>	<b>Danielle Charchenko, Executive Assistant</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Ordinance No. 2024-1124, Food Truck Program Application and guidelines			
<b>SUMMARY STATEMENT:</b>				
<p>Recently the City has seen an increase in food truck operators that are interested in serving in Orting. Most cities in Washington state have made a code revision or created new City codes to define and regulate mobile food vending Adopting an updated food truck program that includes a shorter application and a reduced vendor fee would streamline the process and allow for more vendors.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to City Council Study session on February 21 <sup>st</sup> , 2024.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
To adopt the City of Orting Food Truck Program as presented.				

# CITY OF ORTING

## WASHINGTON

### ORDINANCE NO. 2024- 1124

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, AMENDING CHAPTER 3-2 OF THE  
ORTING MUNICIPAL CODE RELATING TO BUSINESS  
LICENSES; PROVIDING FOR SEVERABILITY; AND  
SETTING AN EFFECTIVE DATE**

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**WHEREAS**, the City of Orting is a non-charter code city under Title 35A RCW; and

**WHEREAS**, RCW 35A.21.160 provides that a code city shall have all of the powers which any city of any class may have including cities of the first class; and

**WHEREAS**, RCW 35A.82.020 authorizes code cities to “exercise the authority authorized by general law for any class of city to license and revoke the same for cause, to regulate, make inspections and to impose excises for regulation or revenue in regard to all places and kinds of business, production, commerce, entertainment, exhibition, and upon all occupations, trades and professions and any other lawful activity ...”; and

**WHEREAS**, RCW 35.22.280(32) authorizes any city of the first class to grant licenses for any lawful purpose, to fix by ordinance the amount to be paid therefore, and to provide for revocation of such licenses; and

**WHEREAS**, the City of Orting, at Orting Municipal Code (OMC) Title 3, Chapter 2, regulates the licensing of businesses for the privilege of engaging in business in the City and to regulate such businesses to protect the public health, safety and welfare; and

**WHEREAS**, the City has determined that Title 3, Chapter 2 of the OMC should be amended with respect to the business licensing provisions relating to special events, food vendors and mobile food vendors, as well as other minor revisions, all as stated in this Ordinance, and that said amendments will promote the efficient and effective administration of the City’s business licensing program; and

**WHEREAS**, the City Council has considered this Ordinance, together with all public comment, and has determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

**Section 1. OMC Title 3, Chapter 2 Amendment.** Orting Municipal Code Title 3, Chapter 2, titled “Business License Code,” is hereby amended to read as stated in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

**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 of Amendments.** The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the amendments, 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 28<sup>th</sup> DAY OF February, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk, CMC

APPROVED AS TO FORM:

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Charlotte A. Archer, City Attorney

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





## CITY OF ORTING

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104 BRIDGE ST. S, PO BOX 489, ORTING WA 98360  
Phone: (360) 893-2219 FAX: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

### City of Orting Food Truck Program Guidelines

The Orting City Council has authorized a program to allow licensed and permitted food trucks to operate city-wide utilizing private properties (as authorized by property owner), existing street parking and other public property locations. Food trucks that comply with the following regulations are exempt from Orting Municipal Code (OMC) 3-2-25 Itinerant Vendors. Other local and state laws may apply.

A food truck is defined as a motor vehicle, or trailer, used to prepare and serve food and that vends food from a curbside location or on private property. Sales of ice cream, candy, gum, soft drinks, and similar pre-packaged products does not constitute operation of a food truck.

#### 1. Program Guidelines

Food trucks operating within the regulations of this program must apply for and obtain the following:

- City of Orting food truck license;
- City of Orting endorsement;
- Certificate of Insurance showing the food truck is carrying the following minimum amounts of insurance: (1) public liability insurance in an amount of not less than \$1,000,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; and (2) property damage insurance in an amount of not less than \$75,000 for damages on account of any one accident or occurrence;
- Tacoma-Pierce County Health Department approval;
- Any required State Labor and Industry regulations.

The license fee for a food truck license is \$50.00 and is valid for a 12-month period.

#### 2. Operating Conditions and Regulations

Food trucks shall not be parked more than 12 inches from curb nor any place where official signs prohibit parking. These distance requirements are all measured in a straight line from the closest point of the proposed food truck location to the closest point from the buffered object. Signage: One sandwich board sign allowed, placed within the same block the truck is parked; sign shall not impede ADA access.

### 3. Allowable Locations and Times

Food trucks shall be allowed to operate on any curbside facing City sidewalks or on-street parking rights-of-way, subject to the following prohibitions; and any private property with property owner approval. Vendor shall not park and operate the truck in front of another restaurant without business owner permission. The following locations are **prohibited**; please see the attached Food Truck Maps for more detail:

- Public rights-of-way as follows:
  - Calistoga St W
  - Train St; between Corrin Ave SW and Rainier Ln SW
  - SR 162; Washington Ave N/Washington Ave S/Bridge St S/Harman Way S
- Within 300 feet of public events in public parks or right-of-way that include food vendors or food sales, except when authorized in writing by the event organizer. Examples include Orting Valley Farmer's Market, Daffodil Parade, and Home for the Holidays.
- Residential zones and private residences without a Special Event Permit.
- Vendors shall not park or operate on top of any City sidewalks.
- Vendors shall not park overnight.

Vendors must register for a free single-day parking permit through [Orting Parks & Recreation \(teamsideline.com\)](https://teamsideline.com) to park and operate on the east side of Van Scoyoc Ave SW, located at the Main City Park and shall not block any business or parking lot entrance. Offerings will allow a maximum of three vendors per day. The City Administrator may establish administrative rules and regulations as deemed appropriate, consistent with the Orting Municipal Code, for the purpose of enforcing and carrying out its provisions. The City Administrator shall have the authority to revoke a vendor parking permit at any time.

### 4. Prohibitions and Violations

**Prohibitions:** Food trucks operating in the right-of-way shall not utilize tables, chairs, or audio amplification in conjunction with the food truck. All equipment shall be contained within or on the food truck.

**Prohibitions for all food trucks (operating in right-of-way or on private property):** The food truck operator is responsible for disposing of all trash and waste associated with the operation of the food truck. City trash receptacles may not be used to dispose of trash or waste, and waste disposal and spill prevention regulations must be followed. All areas within 5 feet of the food truck must be kept clean.

**Violations:** A license issued pursuant to these guidelines may be revoked, in writing, by the City Administrator for any of the following reasons:

- Any fraud, misrepresentation or false statement contained in the application for license;
- Any fraud, misrepresentation or false statement made in connection with the selling of products;
- Any violation of these policies;
- Conviction of the licensee of a felony or of a misdemeanor involving moral turpitude; or
- Conducting the business licensed under this program in an unlawful manner or in such a

manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

A violation of any provision of these guidelines is subject to a penalty as set forth in OMC 3-2-30.

## 5. Appeal

A person aggrieved by the denial of an application for a license, a license renewal, or by the revocation of a license as provided for in this chapter shall have the right to appeal such an administrative decision to the hearing examiner as provided in OMC 3-2-22.



City of Orting

104 Bridge St. S., PO BOX 489, ORTING WA 98360

Phone: (360) 893-2219 - FAX: (360) 893-6809

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

Received Date

## BUSINESS LICENSE APPLICATION

### Food Truck License

All documents pertaining to the application shall be submitted at the time of filing. Please note that incomplete applications will not be accepted and this license is required for all food truck and trailer businesses operating under the requirements of the Food Truck Program.

***\*Attach to application: A copy of the applicant's Driver's License, proof of Liability Insurance, proof of Food Establishment Permit and \$50 Business License Fee.***

**Business Name:** \_\_\_\_\_ **UBI #:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Commissary Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Vehicle License Plate:** \_\_\_\_\_

**Business Website and/or Social Media Addresses:**

\_\_\_\_\_

\_\_\_\_\_

### **A SIGNATURE IS REQUIRED IN ORDER TO PROCESS THE APPLICATION**

I hereby declare under penalty of perjury, that the statements furnished by me on this application, including any accompanying information, are true, correct and complete.

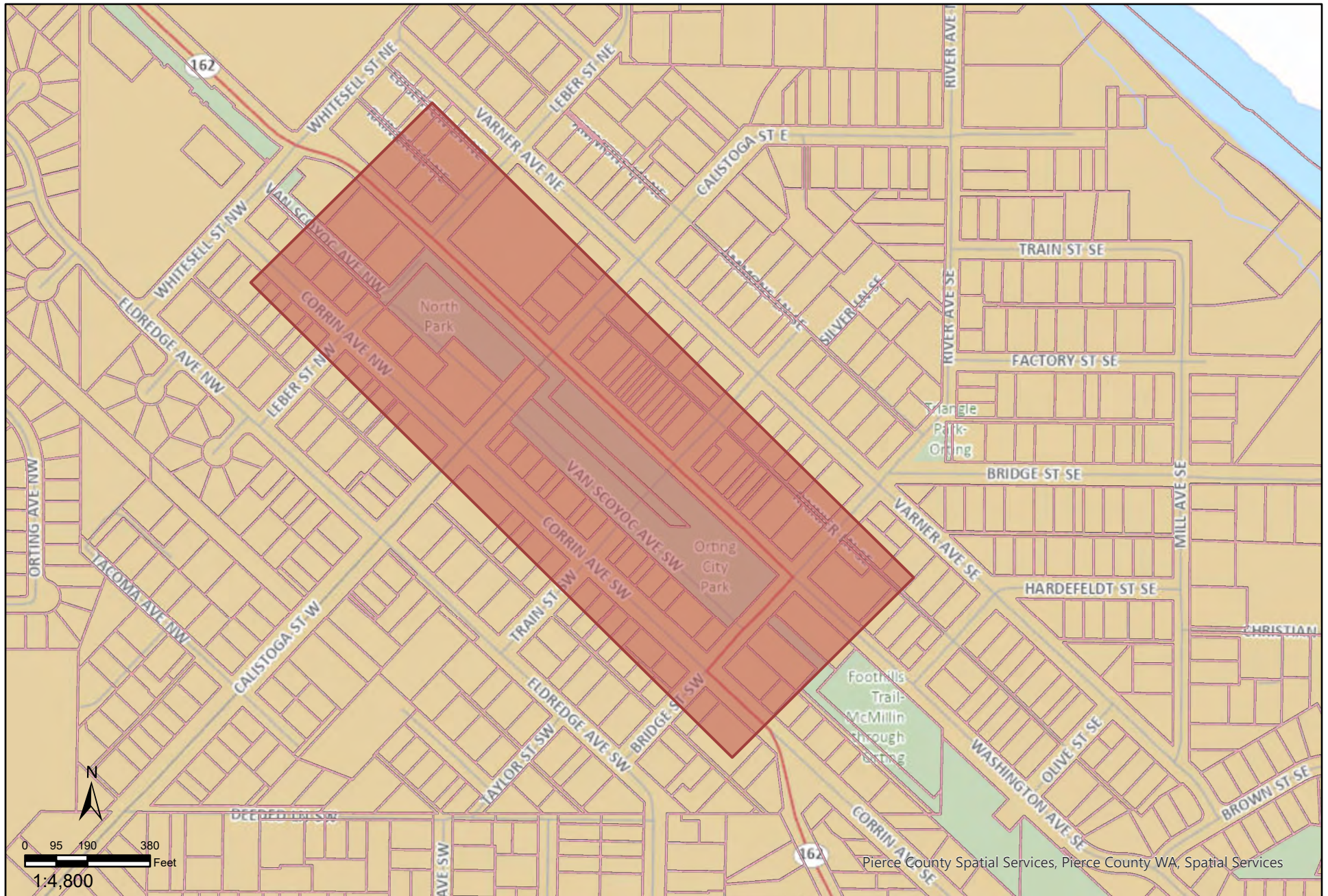
Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Attested by (City Official): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

# Public Event 300ft Buffer Map



**During a Public Event, Food Trucks shall not operate within the highlighted area, except when authorized in writing by the event organizer.**



**Red Streets:** Prohibited

**Green Street:** Allowed with a permit

## EXHIBIT A

### **3-2-1: TITLE:**

This chapter shall constitute the *BUSINESS LICENSE CODE* of the city and may be cited as such. (Ord. 939, 4-30-2014)

### **3-2-2: PURPOSE:**

The provisions of this chapter shall be deemed an exercise of the power of the city to license for revenue for the privilege of engaging in business in the city and to regulate such businesses to protect the public health, safety and welfare. The provisions of this chapter shall also be liberally construed for the accomplishment of such purposes. (Ord. 939, 4-30-2014)

### **3-2-3: CONFLICT:**

In the event of a conflict between a requirement of this chapter and a requirement of state or federal law, such requirement of state or federal law shall control to the extent of the conflict. (Ord. 939, 4-30-2014)

### **3-2-4: DEFINITIONS:**

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning given in this section:

**AMUSEMENT DEVICE:** Those devices and machines which, through the insertion of a coin, token, slug, paper currency or through an electronic transaction (e.g., bank card, credit card, etc.) will permit a person to play a game. It includes pinball machines, video games, electromechanical games, claw machines, cranes, pool tables, bowling machines, and all other devices of like kind, nature, or purpose; provided that, it does not include gambling devices. A vending machine is not an amusement device.

**APPLICANT:** [The organization or individual named on the Special Event Application or Special Business License Application.](#)

**AUTHORIZED SPECIAL EVENT VENDOR:** A vendor operating under authority of a special event business license [or special event permit.](#)

**BLANKET VENDOR PERMIT:** [A one-time permit purchased by an event organizer to operate in lieu of the requirement for individual general and special business licenses for vendors to perform vending services under the authority of a special event permit or special event business license. Additional days may be purchased for use of this permit. Non-profit organizations holding a holiday bazaar, merchandise sale, fundraiser, craft fair, etc. on private property are exempt.](#)

**BUSINESS:** Includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

**CARNIVAL:** A business activity typically featuring a variety of mechanical rides and amusement devices for the enjoyment of customers thereof and that usually, but not necessarily, also offers food and beverage services, as well as games involving throwing, pitching or shooting skills, and sideshows.

CART: A mobile, nonmotorized conveyance capable of moving or being moved, which is intended to be pushed, pulled or otherwise similarly transported by ~~an itinerant vendor~~ a mobile vendor during the normal course of business operation.

CIRCUS: A business activity typically featuring a variety of performances and exhibitions involving wild animals, feats of horsemanship, stunts, acrobatics, aquatic sports, and clowns for the enjoyment of the customers thereof, and to which a fee is charged for admission.

CITY: The city of Orting.

CITY ADMINISTRATOR: The city administrator for the city of Orting, or the city administrator's designee. The mayor shall possess the same authority to act pursuant to the provisions of this title as is granted herein to the city administrator.

CITY SPONSORED EVENT: A special event which benefits the community and is open for participation to the general community at large, and is conducted in whole or in part on public property or public rights of way, and the city, solely or in partnership with another entity, produces, manages and/or coordinates the event, or has agreed to provide in-kind services and/or other financing in support of the special event, or has agreed to lend its name in support of the special event, after determining that the special event either:

- A. Provides a local commemoration of a national holiday;
- B. Serves a valid municipal purpose, such as strengthening the City's sense of community or celebrating a City's history. ~~Provides cultural or recreational experiences to city residents that are not otherwise routinely available in the community;~~ or
- C. Provides, through increased customers, additional revenues for Orting businesses and subsequently improved tax revenues for the City. ~~Significantly enhances tourism or other forms of economic development to the city.~~

EMPLOYEE: Any person employed at any business enterprise performing any part of their duties within the city. All officers, agents, dealers, franchisees, etc., of a corporation or business trust, and partners of a partnership, except limited partners, are employees within this definition.

ENGAGING IN BUSINESS:

A. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

B. This definition sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this definition are illustrative only and are not intended to narrow this definition of "engaging in business".



If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

C. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

3. Soliciting sales.

4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.

7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.

8. Collecting current or delinquent accounts.

9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

13. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

14. Investigating, resolving, or otherwise assisting in resolving customer complaints.

15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

D. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

1. Meeting with suppliers of goods and services as a customer.

2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

4. Renting tangible or intangible property as a customer when the property is not used in the City.

5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

6. Conducting advertising through the mail.

7. Soliciting sales by phone from a location outside the City.

E. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection D of this definition.

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the Constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

EVENT ORGANIZER: Any person who conducts, manages, promotes or organizes a commercial or noncommercial special event.

FOOD: ~~Has its usual and ordinary meaning and includes all items designed for human consumption, including, but not limited to, candy, coffee, gum, popcorn, hot dogs, sandwiches, peanuts, soft drinks and dairy products.~~ For the purpose of this chapter

includes ice cream, candy, gum, soft drinks, and other similar prepackaged products. The preparation and sale of any other food item not defined by this chapter shall fall under the food truck program guidelines policy.

FOOD VENDING OR FOOD VENDING SERVICES: Engaging in the business of vending food as described in this chapter ~~of any kind or description.~~

FOOD TRUCK: A motor vehicle, or trailer, used to prepare and serve food and that vends food from a curbside location or on private property. Food trucks that comply with the City of Orting Food Truck Program guidelines and have an active food truck license are exempt from this section through OMC 3-2-29.

~~ITINERANT VENDOR: Any person, whether as owner, agent, consignee, or employee, whether a resident of the City or not, who engages in the business of providing vending services and who conducts such a business either in or about a stationary vendor unit, or from a mobile vendor unit by traveling from place to place, or customer to customer. A person, firm or corporation so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such temporary business in connection with, as part of, or in the name of any local dealer, trader, merchant or auctioneer.~~

LICENSE OR BUSINESS LICENSE: As used generally in this chapter shall mean a written authorization to engage in business in the City issued by the City pursuant to the requirements of this chapter. A business license is categorized either as a general business license or a special business license. Unless otherwise provided herein, a reference to license or business license shall mean and refer to both a general and special business license.

LICENSEE: Any person issued a business license pursuant to the provisions of this chapter.

LIFE AND SAFETY CODES: Building codes, fire codes, electrical codes and other codes of the city relating to health, safety and related requirements for use and occupancy of buildings.

MOBILE FOOD VENDOR: ~~An itinerant vendor~~ mobile vendor providing food vending services from a mobile vending unit.

~~MOBILE ICE CREAM VENDOR: A mobile vendor, either as a principal or agent, who engages in the vending of ice cream and/or frozen novelty items for immediate human consumption.~~

~~MOBILE VENDOR: An itinerant vendor providing vending services from a mobile vending unit. Any business operator or vendor who conducts business from a motor vehicle or cart upon public streets, not including food trucks as defined in this chapter.~~

MOBILE VENDOR UNIT: A vehicle, cart or other conveyance capable of moving or being moved and being used, or intended for use, by a person or persons to provide vending services while located within or upon the public rights of way.

**NONCOMMERCIAL DOOR TO DOOR ADVOCATE:** A person who goes door to door for the primary purpose of disseminating religious, political, social, or other ideological beliefs. For purpose of this chapter, the term door to door advocate shall fall under the term solicitor and include door to door canvassing and pamphleteering intended for noncommercial purposes.

**NONPROFIT:** Any business enterprise registered as a nonprofit corporation within the state of Washington or granted nonprofit status through the code of the internal revenue service of the United States.

**OMC:** The Orting municipal code.

**PEDDLER:** An individual who, on his or her own behalf or on behalf of, or as an agent, contractor or employee of another person, goes from house to house, door to door, business to business, street to street, or any other type of place to place movement, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise, or other personal property that the person is carrying or otherwise transporting. For purpose of this chapter, the term peddler shall have the same common meaning as the term "hawker".

**PERSON:** Any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, copartnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

**PHYSICAL PRESENCE:** An address where the business is located. A post office box with an address in the city of Orting for a business is considered a physical presence.

**PLACE OF BUSINESS:** The physical location of the business.

**PROMOTER OR ORGANIZER:** Any person engaged in the business of providing to any vendor, directly, or indirectly, sales areas within a farmers' market, public market, or special event location for the purpose of using such location during the term of a farmers' market, public market or special event.

**RESIDENCE:** Means and includes every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

**SALES AREA:** Any stall, booth, stand, space, section, unit, or specified floor area within any farmers' or public market or special event location where vending services will be provided.

**SOLICITOR:** An individual, on his or her own behalf or on behalf of, or as an agent, contractor or employee of another person, who goes from house to house, door to door, business to business, street to street, or any other type of place to place movement, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for

which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. For purposes of this chapter, the term "solicitor" shall have the same meaning as the term "canvasser". The following are examples of activities of a solicitor:

- A. Seeking to obtain orders for, or the sale of, goods, wares, merchandise, foodstuffs, or services of any kind, character, or description, for any kind of consideration whatsoever; or
- B. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
- C. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers, and every other type or kind of publication; or
- D. Seeking to obtain gifts or contributions of money, clothing, or other valuable things for the support or benefit of any charitable or nonprofit organization, association, or corporation.

**SPECIAL BUSINESS LICENSE:** A business license issued pursuant to this chapter and subject to special license requirements as set forth in this chapter and denominated as a special business license.

**SPECIAL EVENT:** Any event which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-ways near the event, or, which would significantly impact the need for City-provided emergency services, such as police, fire, or medial aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each ~~presumed to be~~ an event that will have a direct significant impact on public streets, rights-of-way or emergency services. A special event can include, but is not limited to:

- A. Any organized formation, parade, procession or assembly consisting of persons, animals, vehicles or any combination thereof, traveling in unison and with a common purpose upon any public street, highway, alley, sidewalk or other public way which does not comply with normal and usual traffic regulations or control; or
- B. Any organized assemblage of 50 or more persons at any public park or city facility which is to gather for a common purpose under the direction and control of a responsible person or agency; or
- C. Any other organized activity or set of activities open to the public conducted by an individual, group or entity for a common or collective use or benefit and which involves the use of public facilities or rights-of-way and the possible or necessary provision of City services ancillary thereto.

Examples of special events include fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, city/town heritage celebrations, shows or exhibitions, holiday

festivals, circuses, block parties, markets, musical entertainments, and motion picture filming.

Events shall meet all applicable, adopted City polices and procedures. Event organizers must fill out an submit the Special Event Application.

~~An outside or outdoor thematic entertainment, amusement, athletic or political event, that is advertised or promoted inside or outside the city, on private property or in the exclusionary use of public property, and that is reasonably foreseeable to involve a large assemblage of vehicles and persons, and that may cause traffic congestion, impact required parking, involve sanitation and security concerns, the erection of structures or operation of rides, games or machines that may affect the city residents' or invitees' health, safety, or welfare, or that may require excessive public safety cost in responding to and/or managing the event to preserve the public peace. A special event has a specific start and stop date, and has no intervening dates of event inactivity, except for legislative or City sponsored events. A series of similar events is not considered a single event, unless conducted on consecutive days. The outdoor display or sale of merchandise or placement of vending on private property in connection with the sale of merchandise is not considered a special event. A special event can include, but is not limited to:~~

~~—A. Any organized formation, parade, procession or assembly consisting of persons, and which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any street which does not comply with normal or usual traffic regulations or controls; or~~

~~—B. Any organized assemblage, not meeting the criteria for a facilities use permit, of persons at any public beach or public park which is to gather for a common purpose under the direction and control of a person; or~~

~~—C. Any other organized activity conducted by a person or group for a common or collective use, purpose or benefit which involves the use of, or has an impact on, other public property or facilities and the provision of City public safety services in response thereto.~~

~~Examples of special events include filming, concerts, parades, circuses, fairs, festivals, block parties, automobile or motorcycle rallies, community events, sporting competition such as marathons and running events, bicycle races or tours, or spectator sports such as football, basketball and baseball games, golf tournaments or hydroplane or boat races.~~

SPECIAL EVENT PERMIT: A conditions of approval letter provided to the Applicant by the City, signed by the Applicant.

**SPECIAL EVENT VENDOR:** An ~~itinerant~~ vendor providing vending services at a farmers' or public market or special event under authority of a special event business license.

~~**STATIONARY FOOD VENDOR:** An itinerant vendor who provides food vending services from a stationary vendor unit.~~

~~STATIONARY FOOD VENDOR UNIT: A stationary vendor unit used, or intended to be used, to provide food vending services.~~

~~STATIONARY VENDOR: An itinerant vendor who provides vending services from a stationary vendor unit.~~

~~STATIONARY VENDOR UNIT:~~

~~—A. A vehicle, cart or other conveyance capable of moving or being moved, or~~

~~—B. A structure that is not permanently affixed to real property, and which issued, or intended to be used, at a fixed location to provide vending services.~~

VENDING MACHINE: A machine which, through the insertion of a coin, token, slug, paper currency or through an electronic transaction (e.g., bank card, credit card, etc.), will return to the persona predetermined specific article of merchandise or which will install, repair, clean, alter, imprint, or improve tangible personal property of or for consumers. It includes machines which vend photographs, toilet articles, cigarettes and confections as well as machines which provide laundry and cleaning services.

VENDING OR VENDING SERVICES: Exhibiting goods or services for sale for the purpose of selling, bartering, trading, exchanging, or advertising such goods or services.

VENDOR: Any person who exhibits goods or services for sale for the purpose of selling, bartering, trading, exchanging, or advertising such goods or services. (Ord. 939, 4-30-2014; amd. Ord. 2018-1036, 9-26-2018)

### **3-2-5: LICENSE REQUIRED:**

A. Except as otherwise provided herein, no person shall engage in business in the City without first having obtained [through the Department of Revenue](#), and keeping in full force and effect, a valid business license authorizing such person to engage in the business authorized therein.

B. It shall be unlawful for a person to engage in a business in the City for which a business license has previously been issued but has expired until such time as that business license has been renewed or a new business license has been issued.

C. It shall be unlawful for a person to engage in a business in the City for which a business license has been suspended until such time as the period of suspension has ended.

D. It shall be unlawful for a person to engage in a business in the City for which a business license has been revoked until such person is qualified for, and obtains, and keeps in full force and effect, a valid business license authorizing such person to engage in the business authorized therein.

E. All business licenses approved for issuance by the City Administrator shall be and are conditioned upon compliance at all times with all ordinances, regulations and laws of the City and the State applicable to the operation of such business or which otherwise bears a direct relationship to the conduct of the business licensed.

F. Upon issuance, unless revoked or suspended or relinquished by the licensee, a business license shall be valid ~~until its expiration date, which will be December 31 of any given year for a (12) month period~~, provided that licensee continues in business and pays the license fee due pursuant to the provisions of this chapter, and must be renewed annually. No business license may be issued for a period longer than twelve (12) months. No business license may be issued for multiple years or more than one hundred eighty (180) days in advance of the effective date of said business license.

G. Issuance of a business license does not imply compliance with other City codes, regulations or laws, and does not permit business operation unless the business is properly zoned and/or in compliance with all applicable laws/rules.

H. Applicants for a special business license shall be required to comply with the additional special business license requirements set forth in this chapter. Upon issuance of a special business license, licensees shall be subject to both the general business license requirements and the applicable special business license requirements of this chapter. In the event of a conflict between the general license provisions and the special business license provisions of this chapter, the special business license provisions shall control to the extent of the conflict. (Ord. 939, 4-30-2014)

### **3-2-6: EXEMPTIONS:**

The requirement set forth in this chapter to have and maintain a valid business license (either a general or a special business license) as a condition of engaging in business in the City shall not apply to:

A. Minors doing business or operating a business concern where no other person is employed by the minor;

B. The United States or any instrumentality thereof and the State of Washington or any Municipal subdivision thereof;

C. Persons whose sole activity is the rental of real property;

D. Fraternal benefit associations or societies as defined in Revised Code of Washington 48.36A.010;

E. Nonprofit religious organizations;

F. Nonprofit associations, clubs, or corporations maintained for the purpose of organized sports, charity, public school related activities or Municipal corporation related activities, including Police and Fire Department reserve organizations;

G. Any farmer, gardener, or other person selling, delivering, or peddling any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced, or manufactured by such person;

H. A vendor not otherwise exempt pursuant to subsection G of this section, participating in a farmers' or public market or special event for which a special event business license and blanket vendor permit has been issued; provided that, complete information for such vendor has been provided by the event organizer to the City in



compliance with the provisions of subsection [3-2-26B](#) of this chapter and the vendor is otherwise qualified to engage in business in the City;

I. A person participating in a collective garden within the meaning of Revised Code of Washington chapter 69.51A; and

J. A person, employee, agent, representative, independent contractor, broker or a person acting on behalf of another person, whose activities within the City are limited to the following:

1. Meeting with suppliers of goods and services as a customer;
2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions;
3. Attending meetings, such as board meetings, retreats, seminars, and conferences or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf;
4. Renting tangible or intangible property as a customer when the property is not used in the City;
5. Attending, but not participating in, a trade show or multiple vendor events;
6. Conducting advertising through the mail;
7. Soliciting sales by phone from a location outside of the City;
8. Selling products to businesses within the City by wholesale distributors, unless said distributor has an office, warehouse or other business establishment located within the City;
9. Delivering goods by a seller located outside of the City into the City by means of common carrier; provided, that the seller engages in no other business activities in the City;
10. Meeting with customers or potential customers when no sales or orders are solicited at the meeting; or
11. Collecting current or delinquent accounts by phone from a location outside of the City. (Ord. 939, 4-30-2014)

[K. Food trucks that comply with the City of Orting food truck program guidelines and have an active food truck license are exempt from this section through OMC 3-2-29.](#)

### **3-2-7: APPLICATION AND ISSUANCE:**

A. Any person desiring to obtain a general business license under this chapter shall apply to the City Administrator or his or her designee for such license upon such forms as the City prepares and provides, and shall give such information as the City Administrator or his or her designee deems reasonably necessary to administer and enforce this chapter. Such person shall pay the City Administrator or his or her designee the sum or sums required to be paid therefor pursuant to section [3-2-9](#) of this chapter. Any person desiring to obtain a special business license under this chapter shall be

subject to the application requirements as set forth herein for a general business license and any additional application requirements set forth in this chapter for such special business license.

B. For purposes of the license by this chapter, any person or business whose value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than ten thousand dollars (\$10,000.00) and who does not maintain a place of business within the City, shall file a business license registration, declare no fee due, and submit the registration to the Director or designee. The threshold applies to general business licenses, not regulatory licenses or activities that require a specialized permit. (Ord. 2018-1036, 9-26-2018)

### **3-2-8: LICENSEE; APPLICANT:**

When a license is applied for on behalf of a person other than an individual or sole proprietorship, the licensee shall be such person on whose behalf the license is applied for (e.g., the corporation, limited liability company, etc.). When a license is applied for on behalf of an individual or sole proprietorship, the licensee shall be such individual or sole proprietor on whose behalf for which the license is applied. When the licensee will be an individual or sole proprietorship, the "applicant" shall be the licensee. When the licensee is a corporation, the "applicant" shall be a principal officer authorized by requisite board action to file a business license application on behalf of the licensee, or a representative of licensee if the application is accompanied by a power of attorney designating the representative as attorney in fact for the applicant with full power and authority to complete and submit the application on behalf of the licensee. When the licensee is a limited liability company, "applicant" shall include the members, or if the certificate of formation vests management of the limited liability company in a manager or managers, the term "applicant" shall include such manager or managers. When the licensee is a partnership, the "applicant" shall include principal partners. Applicant shall provide, at a minimum, the business name, business address, and telephone number of the proposed business, a listing and explanation of all services to be provided, a description of any other business activity to be conducted on the premises or adjoining premises owned and controlled by the applicant, and the principal enterprise of the business if different from the activity being licensed.

In addition to such other information deemed necessary by city administrator, the application shall require the disclosure of the number of employees at each location and state whether the owner, or owners, work in the business at each specific location. If an applicant claims an exemption or deduction under the terms of this chapter, the application shall also include a full disclosure of those facts pertinent to the exemption or deduction.

The city administrator, upon receipt of such application, the required information and the required sum or sums, shall issue to each person a receipt stating therein the date, amount paid and the kind of trade, profession or business for which such license is required. Every business license issued under this chapter shall recite the amount paid therefor, the date of issue, the date of expiration, to whom it is issued, and the kind of business licensed. The business license shall also be signed by the city administrator. Upon filing such application with the city administrator, the person shall be entitled to be

issued and to receive a business license or special event business license, in accordance with the provisions of this chapter. (Ord. 939, 4-30-2014)

### **3-2-9: FEES:**

Except as otherwise provided in this chapter, a business license fee shall be collected from every person engaging in business in the city. Unless a flat fee is established for a particular type of business by resolution of the city council, the license fee shall be based on the business's number of employees as set forth in the current fee schedule as adopted by resolution of the city council. The fee for a special event business license shall be set by resolution of the city council and shall be a flat fee; provided that, the special event business license fee shall be waived for city sponsored events. (Ord. 939, 4-30-2014)

### **3-2-10: DETERMINATION OF EMPLOYEES:**

For purposes of determining the number of employees for calculating the license fee, the following rules shall govern:

A. Only those individuals working in the city shall be considered in the total number of employees. However, the fact an individual also works outside the city shall not exclude him or her from the total sum of employees for purposes of this chapter.

B. The owner or officers of a business shall be included in the total number of employees.

C. Individuals working less than twenty (20) hours per week for a business shall be considered a fraction of an employee in such amount as their average weekly hours worked bear to forty (40) hours.

D. The annual license fee shall be determined by the greatest number of employees employed by the business between January 1 and December 31 of the preceding year in which the license is payable. The number of employees shall be determined by the employer's highest numerical count and most recent employer's unemployment compensation quarterly report filed with the Washington state employment security department.

E. A new business that has not yet established or reported employee information to the state shall determine their initial license fee by the maximum number of employees estimated to be employed during that calendar year.

F. Businesses doing business in the city that have no employees physically working within the city shall pay the minimum license fee required under this chapter.

G. Real estate and insurance agents or salespeople shall be considered employees of the agency/entity from which they work, and shall not be required to obtain a separate license, but shall be included in the calculation of total employees if the license fee is based upon the number of employees. (Ord. 939, 4-30-2014)

### **3-2-11: LICENSE NONTRANSFERABLE:**

A license issued pursuant to this chapter is personal and nontransferable. Any unauthorized transfer or attempt to transfer a license shall automatically void such license. (Ord. 939, 4-30-2014)

### **3-2-12: LICENSE TERM AND RENEWAL:**

A. In General: A license issued pursuant to this chapter shall ~~expire at eleven fifty nine o'clock (11:59) P.M. on December 31 of each year~~ be valid for a twelve (12) month period and shall be renewed annually upon application and payment of the annual business license fee prior to ~~January 1 of each year~~ expiration of the active business license. It is the obligation of the licensee to be aware of the time period for renewal. No person may apply for renewal of a business license more than sixty (60) days prior to expiration. Application for renewal shall be submitted upon such forms and in such manner as may be established from time to time by the city administrator. No application for renewal shall be deemed complete unless it is accompanied by payment of the applicable fees. License fees will not be prorated.

B. Nonrenewal; Expiration Of License: Failure to renew the required business license prior to its expiration shall result in the expiration of the license and the inability to engage in business within the city.

C. Renewal After Expiration: Submittal of an application for a new business license is not required to apply for renewal of an expired business license, provided that the business activities for which the initial license was issued have not materially changed and applicant submits a completed application for renewal of the expired business license within sixty (60) days following expiration. Nothing herein is intended, or shall be construed, to authorize a person to engage in business in the city without having in place a valid business license as required in this chapter. (Ord. 939, 4-30-2014)

### **3-2-13: DISPLAY:**

Every license issued under this chapter shall be displayed for inspection, by the owner or holder thereof, on demand by any city officer. Unless so displayed upon demand, it shall be conclusively presumed that such person has not obtained a valid business license. (Ord. 939, 4-30-2014)

### **3-2-14: SEPARATE LICENSE; WHEN REQUIRED:**

A separate business license shall be obtained for each branch, establishment, or location at which the business related activity is engaged in, and each license shall authorize the licensee to engage only in that business or business enterprise at that location. A separate business license shall not be required for a business activity determined by the city administrator to be an accessory activity to a branch, establishment or location for which a business license is issued. A separate business license shall not be required for the renting and/or leasing of real property in multiple locations which shall be considered a single business encompassing all rental or leased units in the city by a single owner or property manager. A separate business license is not required for each location at which a mobile vendor engages in business in the city. (Ord. 939, 4-30-2014)

### **3-2-15: CHANGE OF LOCATION:**

When the physical location of a business located in the city is moved to another location in the city, the licensee shall return the business license to the city administrator and a new license shall be issued for the new place of business and shall be valid for the unexpired term. The fee for a new license shall be set by resolution of the city council. This requirement shall not apply to mobile vendors. (Ord. 939, 4-30-2014)

### **3-2-16: MULTIPLE BUSINESSES:**

When more than one business is operated at the same location, each business shall be required to obtain a separate business license. (Ord. 939, 4-30-2014)

### **3-2-17: NO LIABILITY OF CITY:**

Issuance of a license pursuant to this chapter does not constitute the creation of a duty by the city to indemnify the licensee for any wrongful acts against the public, or to guarantee the quality of goods, services or expertise of a licensee, or lawfulness of the business activities engaged in. The issuance of such a license does not shift responsibility from the licensee to the city for proper training, conduct, or equipment of the licensee or its agents, employees or representatives, even if specific regulations require standards of training, conduct or inspection. (Ord. 939, 4-30-2014)

### **3-2-18: QUALIFICATIONS OF LICENSEES; PERMIT REQUIREMENTS; CONDITIONAL LICENSES:**

A. No general or special business license shall be issued, nor shall any license be renewed pursuant to the provisions of this chapter, to:

1. An individual who is not eighteen (18) years of age at the time of application;
2. A licensee/applicant who has had a similar license revoked or suspended pursuant to applicable city codes or other similar code provisions of any jurisdiction, within two (2) years prior to the license application;
3. A licensee/applicant whose business activities, or proposed business activities, are unlawful under state, federal or local laws;
4. A licensee/applicant whose business activities, or proposed business activities, constitute a public nuisance; or
5. A licensee/applicant for a special business license who does not meet the qualifications under the business license code for issuance of such special business license.

B. A licensee/applicant may be denied a license by reason of the prior conviction for a felony, gross misdemeanor or misdemeanor, if the crime for which he or she was convicted directly relates to the business for which the license is sought, and the time elapsed since the conviction is less than ten (10) years for a felony or less than five (5) years for a misdemeanor or gross misdemeanor.

C. No person or business may reapply for a denied or revoked business license merely by renaming the business. The denial or revocation of a license applies to any business entity, regardless of its name, that is operating under the same ownership and/or management and engages substantially in the same type of business as that of a business that has been previously denied a license or has had its license revoked under this chapter within two (2) years of such application for a license.

D. In the event an applicant seeks a business license for a business to be located in a building or structure for which a building permit is required, whether as a newly constructed building or structure, or a remodeled building or structure, the building

permit process, including final inspections/issuance of occupancy permits, shall be completed prior to issuance of a business license.

E. In the event an applicant seeks a business license for a business to be located in a building or structure for which no building permit is required, the applicant shall be entitled to receive a "conditional" business license, assuming that all other applicable licensing requirements of this chapter have been met. Such conditional license shall be conditioned on the business premises being inspected for compliance with applicable life and safety codes, and subject to the following:

1. The applicant shall arrange for such inspection(s) within sixty (60) days of commencing business at the premises by contacting the city; provided, however, that the applicant may request from the city administrator an extension of the sixty (60) day time period, which request may be granted upon a good cause showing of why the inspection could not be timely completed; and

2. Failure of the applicant to arrange for and complete the life and safety code compliance inspection within the sixty (60) day time period shall cause the conditional business license to be automatically canceled. Such cancellation shall not require compliance with the provisions for denial, revocation or suspension of business licenses set forth in this chapter. Thereafter, until all licensing and inspection requirements have been fully complied with, any continued operation of the business shall constitute a violation of this chapter. (Ord. 939, 4-30-2014)

### **3-2-19: DENIAL, REVOCATION OR SUSPENSION OF LICENSE:**

Any business license application submitted under the provisions of this chapter may be denied, and any business license issued under the provisions of this chapter may be revoked, or suspended at any time, as provided for in this chapter. No person may engage in business or continue to engage in business for which a business license has been denied, revoked or suspended; provided that, this prohibition shall not apply to the extent that such suspension or revocation has been stayed pursuant to the provisions of this chapter or lawful order of a court of competent jurisdiction. (Ord. 939, 4-30-2014)

### **3-2-20: GROUNDS FOR DENIAL, SUSPENSION OR REVOCATION:**

The grounds for denial, suspension or revocation of a business license shall include any one or more of the following:

A. The license or application therefor was procured or submitted by fraud or misrepresentation of fact;

B. The licensee/applicant has failed to comply with any of the provisions of this chapter or other applicable state, federal or local law, or has failed to meet the qualifications set forth in this chapter;

C. The licensee/applicant, or licensee's/applicant's employees or agents, have been convicted of a crime, or suffered civil judgment or consent decree which bears a direct relationship to the conduct of the business licensed pursuant to this chapter; provided that, such conviction, if for a felony is less than ten (10) years old, and if for a misdemeanor or gross misdemeanor is less than five (5) years old;

D. The licensee/applicant, or licensee's/applicant's employees or agents, have violated any law or ordinance relating to the regulation of the business licensed issued pursuant to this chapter, or any health or safety ordinance which bears a direct relationship to the conduct of the business licensed pursuant to this chapter;

E. The licensee/applicant has caused or permitted a public nuisance to exist;

F. The licensee/applicant has failed to pay a civil penalty or to comply with any lawful notice and order of the city administrator which bears a direct relationship to the conduct of the business licensed pursuant to this chapter;

G. The licensee's/applicant's continued conduct of the business will, for any other reason, result in a danger to the public health, safety or welfare;

H. The licensee is delinquent in the payment of taxes to the city that are due and owing for the licensed business, and has failed to pay, or enter into agreement with the city for payment of, such amounts due and owing within thirty (30) days of written notice of such delinquency; and

I. The licensee/applicant, or licensee's/applicant's employees or agents, have engaged in, have permitted or have acquiesced in unlawful drug activity on the business premises. For purposes of this section, the term "permitted" shall mean, in addition to its ordinary meaning, that licensee/applicant has actual or constructive knowledge of the circumstances which would foreseeably lead to the unlawful drug activity. "Unlawful drug activity" means manufacturing, delivering, selling, storing, or giving away any controlled substance, as defined in the Washington uniform controlled substances act [1](#) or the federal controlled substances act (21 USC section 801 et seq.), in violation of state, federal or local law. (Ord. 939, 4-30-2014)

Notes

[1](#) 1. RCW ch. 69.50.

### **3-2-21: DENIAL, SUSPENSION, REVOCATION PROCEDURE:**

A. Upon determination by the city administrator that a license application is to be denied or that a license is to be suspended or revoked pursuant to the provisions of this chapter, the city administrator shall give a written notice and order of such action to the licensee/applicant by certified mail. The notice and order shall set forth the facts and grounds for the denial, revocation or suspension and shall include a statement advising that the applicant/licensee may appeal from the notice and order or from any action of the city administrator to the city hearing examiner, provided that the appeal is made in writing as provided in this chapter and filed with the city administrator within fourteen (14) days after the date of receipt of the notice and order, and that failure to appeal shall constitute a waiver of all right to an administrative hearing and determination of the matter.

B. The notice and order, and any amended or supplemental notice and order, shall be served upon the applicant/licensee either personally or by mailing a copy of such notice

and order by certified mail, postage prepaid, return receipt requested to such applicant/licensee at the address which appears on the application/business license.

C. Service by mail shall mean sending the document by regular, first class mail, postage prepaid and properly addressed, to the applicant's/licensee's address as provided by the applicant/licensee. Service shall be deemed complete upon the third day following the day upon which the notice is placed in the mail, unless the third day falls on a Saturday, Sunday, or federal legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday, or legal holiday following the third day. "Personal service" shall mean handing the document to the applicant/licensee or leaving it at the applicant's/licensee's place of business in the city with a person in charge thereof. (Ord. 939, 4-30-2014)

### **3-2-22: APPEAL FROM DENIAL OR FROM NOTICE OR ORDER:**

A. The city hearing examiner appointed pursuant to title 1, chapter 12 of this code is designated to hear appeals by applicants or licensees aggrieved by actions of the city administrator pertaining to any denial, suspension, or revocation of business licenses. The hearing examiner may adopt reasonable rules and regulations for conducting such appeals. Copies of all rules and regulations so adopted shall be filed with the city clerk, who shall make them freely accessible to the public.

B. Any licensee/applicant may, within fourteen (14) days after receipt of a notice and order of denial, suspension or revocation, file with the city clerk a written notice of appeal containing the following:

1. A heading with the words: "Before the Hearing Examiner of the City of Orting";
2. A caption reading: "Appeal of \_\_\_\_\_" giving the names of all appellants participating in the appeal;
3. A brief statement setting forth the legal interest of each of the appellants in the business involved in the notice and order;
4. A brief statement, in concise language, of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant or appellants;
5. A brief statement, in concise language, of the relief sought, and the reasons why it is claimed that the protested action or notice and order should be reversed, modified, or otherwise set aside. Appellant shall specify the errors of law and/or errors of fact upon which the appeal is based;
6. The signatures of all persons named as appellants, and their official mailing addresses; and
7. The verification (by declaration under penalty of perjury) of each appellant as to the truth of the matters stated in the appeal.

C. As soon as practicable after receiving a written appeal, the city administrator shall fix a date, time, and place for the hearing of the appeal by the hearing examiner. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to



the date of the hearing by the city administrator, by mailing a copy thereof, postage prepaid, by certified mail with return receipt requested, addressed to each appellant at his or her address shown on the notice of appeal.

D. At the hearing, the appellant(s) shall be entitled to appear in person, and to be represented by counsel and to offer such evidence as may be pertinent and material to the notice and order. Technical rules of evidence need not be followed.

E. Only those errors of law and fact specifically raised by the appellant(s) in the written notice of appeal shall be considered in the hearing of the appeal. Appellant(s) shall bear the burden of proof by a preponderance of the evidence that the city administrator erred in issuing the denial, suspension, or revocation.

F. Within fourteen (14) days following conclusion of the hearing, the hearing examiner shall make written findings of fact and conclusions of law, supported by the record, and issue a decision which may affirm, modify, or overrule the denial, suspension, or revocation of the city administrator. The hearing examiner may also impose terms as conditions to issuance or continuation of a business license; provided that, when deemed necessary by the hearing examiner, at the conclusion of the hearing or within the ten (10) business days following conclusion of the hearing, the hearing examiner may announce the need for a longer time period, not to exceed fifteen (15) days, within which the written findings of fact and conclusions of law and decision shall be made.

G. Any party aggrieved by the decision of the hearing examiner may appeal that decision to the city council by filing a written notice of appeal, within ten (10) days after receipt of the decision of the hearing examiner, with the city clerk. The city administrator shall transmit a complete copy of the hearing examiner's record, findings and conclusions, and decision, and all exhibits, to the city council and shall cause the appeal to be placed upon the agenda of the city council within thirty (30) days after receipt of the notice of appeal. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing by the business license clerk, by mailing a copy thereof, postage prepaid, by certified mail with return receipt requested, addressed to each appellant at his or her address shown on the notice of appeal.

H. Any appeal of the decision of the city council must be filed within fourteen (14) days of issuance of the decision.

I. Enforcement of any suspension or revocation of any business license, or other order of or by the city administrator, shall be stayed during the pendency of an appeal therefrom which is properly and timely filed. The city administrator shall have the authority to issue a temporary business license in the event that such issuance is necessary to protect appellant's constitutionally protected rights.

J. Failure of any aggrieved party to file an appeal in accordance with the provisions of this chapter shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order of denial, revocation or suspension. (Ord. 939, 4-30-2014)

3-2-23: INSPECTIONS; RIGHT OF ENTRY:

The city administrator is authorized to make such inspections of the premises and facilities of establishments licensed or required to be licensed under this chapter, and to take such action as may be required to enforce the provisions of business license ordinances or other applicable codes. The mayor or city administrator may designate any appropriate city employees, including, but not limited to, code enforcement officers, building inspectors and commissioned police officers, to undertake such inspections. Inspections shall, to the extent possible, comply with the following:

- A. The person(s) designated to make such inspection(s) may enter any licensed business location, at any reasonable time, to inspect the same and/or perform any duty imposed by law;
- B. If the place of business is occupied, said inspector(s) shall first present proper credentials and demand entry and right to inspect;
- C. If the place of business is unoccupied, said inspector(s) shall first make a reasonable effort to locate the licensee or other person having charge or control of the premises and shall then present proper credentials and demand entry and right to inspect;
- D. No licensee, or its employees or agents, shall fail or neglect, after proper demand, to admit said inspector(s), acting within the scope of the inspector's employment, to any location licensed for business, or to interfere with an inspector while in the performance of the inspector's duty; and
- E. Nothing herein shall prevent or prohibit undercover investigations or inspections by appropriate officers in appropriate circumstances. (Ord. 939, 4-30-2014)

### 3-2-24: REGULATIONS:

The city administrator may establish administrative rules and regulations as deemed appropriate, consistent with this chapter, for the purpose of enforcing and carrying out its provisions. (Ord. 939, 4-30-2014)

### 3-2-25: SPECIAL BUSINESS LICENSE REQUIREMENTS ~~ITINERANT VENDORS~~ -MOBILE VENDORS

In addition to the general business license requirements, the following additional requirements and regulations shall apply to ~~itinerant~~ mobile vendors:

- A. Purpose: The general purpose of this section is to promote the health, safety, comfort, convenience, prosperity and general welfare of the citizens, businesses and visitors of Orting by limiting business activities of ~~itinerant~~ mobile vendors within the city and requiring that new and existing ~~stationary and~~ mobile food vendors provide the community and customers with a minimum level of cleanliness, quality, safety and security. It is the purpose and intent of the city council in enacting this chapter, to provide ~~stationary and~~ mobile food vendors with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community. It is further the purpose of this chapter to authorize and permit mobile food vendors to use the public rights of way to provide food vending services in conformance with the requirements of this chapter. The city does not intend this section to otherwise authorize or allow ~~itinerant~~ mobile vendors ~~, other than mobile~~

~~food vendors, to use the public rights of way to provide vending services, and further, does not intend this section to authorize or allow stationary vendors to provide vending services~~ other than in locations zoned for such uses or otherwise allowed pursuant to a special events permit.

B. Findings:

1. The city council hereby finds and declares that ~~itinerant~~ mobile vending activity occurring on public streets and sidewalks and private property creates or may create the following negative impacts:

a. An increase in the amount of litter and an increased risk of public health and safety violations due to lack of connections to power and water, especially when in connection with on site food preparation;

b. Increased concerns over health and proper sanitation because ~~itinerant~~ mobile vendors do not provide bathroom facilities for vendor operators or customers;

c. Difficulty in enforcing health and other regulations applicable to ~~itinerant~~ mobile vendors due to the ~~itinerant and~~ mobile nature of the business;

d. Trampling down lawns when ~~itinerant~~ mobile vendors and their customers trespass upon or walk across private property;

e. Invasion of personal privacy when ~~itinerant~~ mobile vendors remain parked for long periods of time in front of a person's home or business;

f. Heightened intensity of use to surrounding areas;

g. Impediments to vehicular and pedestrian traffic on public rights of way;

h. Increased risk of traffic congestion, vehicle accidents and personal injuries when vending from mobile vendor units;

i. Hazards to motorists, pedestrians, and ~~itinerant~~ mobile vendors and their customers when operating on public and private streets and sidewalks and public rights of way;

j. Traffic hazards, including disruption of traffic flow and distracted drivers, when other vehicles stop to make purchases from such ~~itinerant~~ mobile vendors;

k. Impediments to the clear path of travel for pedestrians and diminished space on sidewalks, which could force pedestrians onto streets and create particular difficulties for residents with disabilities;

l. Safety hazards from street geometry, traffic circulation patterns, and from differences between motor vehicle and mobile vendor unit travel speeds;

m. A heightened degree of accident vulnerability, particularly near intersections and driveways or on streets with higher speeds and traffic volumes, when ~~itinerant~~ mobile vendors operate and conduct business on the shoulders of streets and public rights of way;

- n. Decreased on and off street parking availability; and
- o. Substantial public health, safety and welfare concerns requiring a higher level of compliance monitoring and applicant screening than for other businesses operating in the city, thereby substantially increasing city costs.

2. The city council hereby also finds and declares that:

- a. There is an increased public interest and demand for access to ~~itinerant~~ mobile vendors engaged in the business of selling food;
- b. ~~It is in the public interest to: increase access to affordable and gourmet foods; encourage budding food entrepreneurs; and support local small business and economic development;~~
- c. It is in the public interest to provide a business friendly environment and balance the unmet demands that itinerant vendors can provide within the existing business climate against the negative impacts that activities of ~~itinerant~~ mobile vendors and their customers can have upon the community; and
- d. These public interests can be served by providing ~~itinerant~~ mobile vendors with the opportunity to conduct business on private property and within public rights of way while protecting the public health, safety and welfare through establishment of business license requirements and regulations.

Based upon the foregoing findings, the city council has determined that the adoption of reasonable time, place and manner restrictions on ~~itinerant~~ mobile food vending activities are necessary in order to protect the public health, safety and welfare.

C. ~~Itinerant~~ Mobile Vendor License Required:

- 1. Prohibition: It is unlawful for a ~~stationary or~~ mobile vendor, not otherwise exempt from the provisions of this chapter, to engage in vending services within the city except as provided and authorized in this chapter. No mobile vendor may park overnight.
- 2. ~~Itinerant~~ Mobile Food Vending Authorized: A ~~stationary or~~ mobile vendor is authorized to provide food vending services upon having first obtained, and thereafter keeping in full force and effect, a valid ~~itinerant~~ mobile food vendor license issued by the city in compliance with the provisions of this chapter.
- 3. Separate License Required: A separate ~~itinerant~~ mobile food vendor license is required for each ~~stationary or~~ mobile food vendor unit operating within the city.
- 4. Compliance With Laws: All ~~itinerant~~ mobile food vendor licenses approved for issuance pursuant to this chapter shall be and are conditioned upon compliance at all times with all ordinances and regulations of the city and the laws of the state applicable to the operation of such business or which otherwise bear a direct relationship to the conduct of the business licensed, including, but not limited to, compliance with the Tacoma-Pierce County health department regulations. Issuance of a business license does not imply compliance with applicable laws, ordinances or regulations.

5. Special License; Endorsement: ~~An itinerant mobile~~ food vendor license is a special and limited license and authorizes the holder only to engage in business in the city ~~either as a mobile food vendor or as a stationary food vendor~~. ~~An itinerant mobile~~ food vendor license endorsed for the holder to operate as a mobile food vendor does not authorize the holder to operate as a stationary food vendor. ~~An itinerant food vendor license endorsed for the holder to operate as stationary food vendor does not authorize the holder to operate as a mobile food vendor.~~

6. Nuisance: Any ~~stationary or~~ mobile food vending unit being operated by a person without a valid ~~itinerant mobile~~ food vendor license with the proper endorsement shall be deemed a public safety hazard and public nuisance.

~~—7. Change Of Location; Stationary Vendor Unit: An itinerant food vendor license endorsed for a stationary food vendor shall be issued only for the location identified on the license. When the place of business of a stationary food vendor unit is changed, the stationary food vendor license shall become void.~~

~~8.7.~~ Incidental Sale Of Goods: A licensed ~~itinerant mobile~~ food vendor may engage in exhibiting and selling goods that are incidental to the food vending services being provided.

D. Licensee; Applicant: Where the license is applied for on behalf of a person other than an individual or sole proprietorship, the licensee shall be such person on whose behalf the license is applied (e.g., the corporation, limited liability company, etc.). Where the license is applied for on behalf of an individual or sole proprietorship, the licensee shall be such individual or sole proprietor on whose behalf for which the license is applied. Where the licensee will be an individual or sole proprietorship, the applicant shall be the licensee. Where the licensee is a corporation, the "applicant" shall be the principal officers of the corporation. Where the licensee is a limited liability company, "applicant" shall include all of the members, or if the certificate of formation vests management of the limited liability company in a manager or managers, the term "applicant" shall include such manager or managers. Where the licensee is a partnership, the "applicant" shall include principal partners.

E. Application And Issuance: Any person desiring to obtain an ~~itinerant mobile~~ food vendor license under this chapter shall apply to the city for such license upon such forms as the city prepares and provides, give such information as required herein and any such additional information that the city administrator deems reasonably necessary to administer and enforce this chapter, and pay the city the sum or sums required to be paid pursuant to section 3-2-9 of this chapter. An application not including the required information and license fee shall not be deemed complete and will not be processed by the city. (Note: When applicant is a corporation, partnership or limited liability company, the application shall include the required information for each of the partners, managers or members identified as applicants in subsection D of this section.)

Applicant shall provide the following information, which shall be included with and made a part of the application:

1. The business name;

2. A business address at which licensee will receive notices from the city;
  3. A telephone number at which the licensee can be contacted;
  4. Each applicant's: name, prior name(s) and aliases; address; present place of residence and the length of residence at such address; and business address if other than above identified address;
  5. Address or place of residence of each applicant during the two (2) years prior to the date of the application;
  6. In the event the name or address of an applicant has changed within the two (2) years prior to the date of application, each name and address used for the preceding two (2) year period;
  7. Each applicant's physical description, date of birth and social security number;
  8. Whether the applicant(s) has ever been, within the ten (10) year period prior to the date of the application, convicted of a violation of a felony under the laws of this state or any other state or federal law of the United States;
  9. Whether the applicant(s) has ever been, within the five (5) year period prior to the date of the application, convicted of a violation of a misdemeanor or gross misdemeanor under the laws of this state or any other state or federal law of the United States;
  10. A description of the item(s) or services being sold and/or a description sufficient for identification of the subject matter of the business in which the applicant will engage;
  11. A description of the ~~stationary or~~ mobile food vending unit, including unique identifying serial numbers or vehicle identification numbers;
  - ~~12. If the application is for a stationary food vendor license, the location upon which the stationary food vending unit will be operated and proof of compliance with the applicable architectural design review requirements of title 13, chapters 6 and 7 of this code;~~
  - ~~13.~~ 12. If the application is for a mobile food vendor license, p Proof of insurance required pursuant to this chapter;
  - ~~14.~~ 13. The uniform business identifier (UBI) number issued by the state of Washington or a federal tax identification number; and,
  - ~~15.~~ 14. A letter, or equivalent, issued no greater than ninety (90) days prior to the date of application, from the Tacoma-Pierce County health department certifying, or otherwise evidencing, that the ~~stationary or~~ mobile food vendor unit is in compliance with required health department regulations.
- F. Authorization For Background Check: Applicants shall complete an authorization form to release information allowing the city police department to conduct a local criminal history background check and allowing the Washington state patrol to conduct

a state and national criminal history check in accordance with the provisions of Revised Code Of Washington 35A.21.370 and 10.97.050. Applicants may be required to submit to fingerprinting or palm scanning by the police department, in connection with an application for an ~~itinerant~~ mobile food vendor license. Applicants shall be required to provide a copy of a valid driver's license or picture ID for identification purposes.

G. Attestation: Each applicant shall sign the application either in the presence of the city clerk, or designee, or the city administrator, and shall provide proof of applicant's identity, or each such applicant's signature shall be notarized. Each applicant shall attest as to the truth and accuracy of the contents of the application provided by the applicant.

H. Receipt: Upon receipt of a complete application and the required sum or sums, the city administrator shall issue to applicant a receipt stating therein the date, amount paid and for which type of license was applied.

I. Content Of ~~Itinerant~~ Mobile Vendor License: Every ~~itinerant~~ mobile vendor license issued under this chapter shall recite the date of issue, date of expiration, and the name of the licensee, shall include an endorsement for ~~either a mobile vendor license or stationary vendor license~~, and shall be signed by the city administrator.

J. Investigation Of Applicants: It shall be the duty of the chief of police, or his or her designee, to investigate each application. The chief of police shall endeavor to complete such investigation within a reasonable time period after receipt of a complete application. In his/her investigation, the chief of police shall determine to the best of his/her ability:

1. The genuineness of all credentials presented by the applicant(s);
2. The truth of the facts set forth in the application; and

3. If the applicant(s) has been convicted of a crime, which bears a direct relationship to the conduct of the business licensed pursuant to this chapter; provided that, such conviction, if for a felony is less than ten (10) years old, and if for a misdemeanor or gross misdemeanor, is less than five (5) years old. In considering whether or not the conduct in question relates to the applicant or licensee's ability to operate as an ~~an itinerant~~ mobile vendor, the city may consider, whether the conduct indicates that the applicant or licensee is unfit to operate as an ~~an itinerant~~ mobile vendor. The city will presume that any one of the following categories of crimes that constitute a felony or misdemeanor under Washington state law, or under the laws of the state or district in which the crime was committed and for which a conviction is less than ten (10) years old for a felony and less than five (5) years old for a misdemeanor, has a direct relationship to the fitness of such person to engage in business as ~~itinerant~~ a mobile vendor:

- a. Homicide;
- b. Assault;
- c. Crimes of dishonesty;

- d. Sex crimes;
- e. Drug related crimes;
- f. Crimes against children and/or vulnerable adults;
- g. Burglary and/or trespass; or
- h. Kidnapping and/or unlawful imprisonment.

K. Limitation On Activities Permitted By ~~Itinerant~~ Mobile Vendor License: ~~Itinerant~~ Mobile food vendors shall be subject to the following requirements:

1. Mobile food vendors shall not operate the mobile food vendor unit in such a manner as to impede the normal usage of arterial streets;
2. Mobile food vendors shall not stop on the traveled portion of any street or within fifty feet (50') from a corner to provide vending services;
3. No mobile food vendor shall locate his or her mobile food vendor unit in such a manner as to cause a traffic hazard, such as on streets with inadequate shoulders or restricted sight distance, and mobile food vendor unit displays of merchandise, seating, signage, or temporary shelters shall not obscure traffic;
4. The retail sale of any nonfood products is prohibited except for the exhibition and sale of goods incidental to the food vending services being provided;
5. No ~~itinerant~~ mobile food vendor shall conduct business so as to violate any ordinances of the city, including those regulating traffic and rights of way and zoning, as now in effect or hereafter amended;
6. All ~~itinerant~~ mobile food vendors shall operate in compliance with applicable health and sanitation laws, rules and regulations of the city, the state and the Tacoma-Pierce County health department regarding food handling, and all mobile food vendor units and related equipment and devices used for the handling, storage, transportation and/or sale of food shall comply with all laws, rules and regulations respecting such mobile food vendor units and related equipment and devices as may be established by the city, the state and the Tacoma-Pierce County health department;
7. No customer shall be served on the street side of a mobile food vendor unit. All service must be on the curb side when the mobile food vendor unit is on or abutting a public street;
8. All ~~itinerant~~ mobile food vendors shall provide garbage receptacles for customer use and shall maintain the area around the mobile food vendor unit, clean and free from litter, garbage, and debris;
9. At the conclusion of business activities at a given location, the mobile food vendor shall clean all the public way surrounding his or her mobile food vendor unit of all debris, trash and litter generated by the food vendor's business activities;



~~—10. At the conclusion of daily business activities, the stationary food vendor shall clean all the area surrounding his or her stationary food vendor unit of all debris, trash and litter generated by the food vendor's business activities;~~

~~—11. All itinerant food vendors preparing food by cooking, frying or other means shall be equipped with at least one 2A-40-BC fire extinguisher;~~

~~—12. Stationary food vendor units shall comply with applicable architectural design review (ADR) standards as set forth at section 13-6-7 of this code, as now or may hereafter be amended;~~

~~—13. Stationary food vendors may have outside seating for not more than six (6) persons;~~

~~—14. Any exterior signage for stationary food vendor units shall be in compliance with the applicable ADR requirements as set forth at title 13, chapter 7 of this code;~~

~~15. Stationary food vendor units may only operate in locations as allowed by the city zoning code or special event permit;~~

~~16. The connection of a stationary food vendor unit to a source of electricity, water, and/or sewer at a stationary food vendor site is prohibited unless a permit has been obtained from the city for each connection and the connection has been inspected and found to comply with applicable city codes; and~~

~~17.~~ 10. Mobile food vendors shall at all times while engaging in business in the city have and maintain insurance in compliance with the requirements of this chapter.

L. Insurance Required: No ~~itinerant~~ mobile food vendor business license shall be issued to a mobile food vendor, or renewed, unless a certificate is furnished to the city showing that the mobile food vendor is carrying the following minimum amounts of insurance: 1) general comprehensive liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; and 2) property damage insurance in an amount of not less than twenty five thousand dollars (\$25,000.00) for damages on account of any one accident or occurrence. (Ord. 939, 4-30-2014)

### 3-2-26: SPECIAL BUSINESS LICENSE REQUIREMENTS - FARMERS' OR PUBLIC MARKET; SPECIAL EVENT:

A. The event organizer of a farmers' or public market or other special event may apply for a special event business license. The special event business license and blanket vendor permit will, upon issuance, operate in lieu of the requirement for individual general and special business licenses for vendors operating at the farmers' or public market or special event, to the extent a business license would otherwise be required under the provisions of this chapter. The special event business license shall be of limited duration commensurate with the term of the farmers' or public market or special event for which the special event business license is issued. The fee for a special event business license shall be as set forth in section 3-2-9 of this chapter. Notwithstanding the foregoing, no vendor, not otherwise qualified to obtain a business

license from the city, may engage in vending services pursuant to a special event business license.

B. The event organizer of the farmers' or public market or special event shall, at least five (5) business days prior to the first day of the farmers' or public market or special event, submit to the city administrator a complete list of all vendors operating under authority of the special event business license at the event. The event organizer may supplement the list prior to the first day of the special event upon the city administrator's determination of good cause for delay. The vendor list shall not be deemed complete unless it includes the following for each vendor:

1. The name, contact phone number, and address of the vendor operating under the special events business license and the type of business engaged in (except with regard to vendors described at subsection [3-2-6H](#) of this chapter, vendors exempt from the business license requirements of this chapter are not required to be identified);

2. The name and address of the persons authorized to act, and provide vending services, on behalf of the vendor;

3. The department of revenue unified business identifier number issued to the vendor; and

4. A depiction of the approximate location of the sales area for each vendor.

C. Each vendor must display on site a copy of the special event license issued to the event organizer of the farmers' or public market or special event. A vendor that has not been identified on the vendor list, or supplemental vendor list, submitted to the city, and not otherwise exempt from the business license requirements, is not authorized to operate at the special event under such special event business license.

D. The special event business license shall not replace, and shall be in addition to, a special event permit that may be required for the special event. No nonexempt vendor may operate under a special event business license that would not otherwise be qualified to obtain a valid business license from the city.

E. Identification of a vendor on the vendor list does not imply compliance with applicable laws, ordinances or regulations and does not relieve the vendor from compliance at all times with all ordinances and regulations of the city and the laws and regulations of the state and other regulatory agencies, applicable to the operation of such business or which otherwise bears a direct relationship to the conduct of the business licensed, including, but not limited to, compliance with the Tacoma-Pierce County health department regulations. (Ord. 939, 4-30-2014)

**3-2-27: SPECIAL BUSINESS LICENSE REQUIREMENTS - CARNIVAL; CIRCUS:**  
In addition to the general business license requirements, the following additional requirements and regulations shall apply to carnivals and circuses:

A. License; Fee; Regulations; Terms: No person may operate, or aid in the operation of, a carnival and/or circus in the city without first obtaining, and having in full force and effect, a special business license for the operation of such carnival or circus. All fees required for a circus or carnival special license shall be in accordance with section [3-2-](#)

9 of this chapter, the fee schedule. The term of the license shall be limited to the days that the licensee will be in operation in the city as specified in the license application.

B. Hours Of Business: All carnivals and/or circuses shall be discontinued and no part thereof shall be open to the public after the hour of eleven o'clock (11:00) P.M., and shall remain closed until ten o'clock (10:00) A.M. of the same day unless for good cause, the hours of operation are extended by the city administrator at the time of application for the special business license.

C. Sanitary Conditions And Lighting: Every carnival and circus and any building in which any carnival or circus is held shall at all times be kept in a clean, healthy and sanitary condition and in compliance with the health and sanitation regulations of the Tacoma-Pierce County health department. All stairways, halls, passages, and rooms which are open to the public shall be kept open and well lighted during the time that said carnival or circus is in operation. Every carnival and circus shall maintain adequate sanitary facilities, including toilets, at all times during installation, operation, and removal of all carnival or circus structures and equipment, unless such facilities are otherwise provided on site.

D. Duty Of Preserving Order: The burden of preserving order is upon the licensee of the carnival and/or circus, and if any carnival or circus in the city is not deemed operated in accordance with the rules and regulations prescribed in this chapter and as set forth in the state law, the licensee shall be subject to revocation of the business license, and the licensee or other individual responsible shall be subject to such other punishment as the law and this chapter provide.

E. Employment Of Law Enforcement Officers: In the event it becomes necessary to secure the services of one or more law enforcement officers to properly enforce these rules and regulations and to maintain order at a carnival and/or circus, all expense for such services shall be borne by the licensee and it is the duty of the licensee to secure the service of such officer or officers as are necessary to preserve order and enforce the rules and regulations prescribed by this chapter and state law.

F. Smoking Prohibited: No person shall be permitted to smoke or carry in his or her hand a lighted cigar, cigarette or pipe inside of any tent, building, or other structure during the hours when said carnival and/or circus is open to the public.

G. Fire Code: All carnivals and circuses must comply with the provisions of the city of Orting fire code as enacted or thereafter amended.

H. Location Of Site: No carnival and/or circus shall be operated in a location which is closer than one thousand (1,000) yards from any school or church, or one hundred (100) yards from any house, residence or other human habitation, except in such instances where the city administrator determines that there exists good cause to waive such requirements, based upon a review of the facts and circumstances pertaining to said carnival and/or circus.

I. Inspections: The chief of police or any police officer or code enforcement officer of the city shall at all times have full and free access to any carnival or circus without fee, compensation or reward, for the purpose of maintaining order, inspecting such

entertainment or exhibition or enforcing laws and ordinances of the city. It shall be a misdemeanor offense for any person ~~wilfully~~willfully refusing such officer or officers admission.

No license shall be issued until inspections and approval shall have been made as follows:

1. The fire district shall be responsible for inspections of all carnival and circus premises and equipment for compliance with all applicable fire code requirements. The license applicant shall be responsible for payment to the fire district of the costs for such required inspection.

2. The Tacoma-Pierce County health department, or its equivalent, shall be responsible for inspection of all carnival and circus premises and all applicable equipment for compliance with all applicable health regulations. The license applicant shall be responsible for payment to the Tacoma-Pierce County health department of the costs for such required inspection.

3. The city administrator may review all carnivals and circuses to ensure that they have adequate liability insurance covering installation and operation of their equipment, including amusement rides.

J. Duty To Comply With All State And Federal Laws And Regulations; License Revocation: All persons licensed pursuant to this section are responsible for ensuring that all equipment and devices used in the carnival or circus comply with all applicable state and federal regulations. Violation of this section shall constitute grounds for revocation of the special business license.

K. Liability Insurance: No special business license shall be issued until inspections and approval shall have been made as follows:

1. Any carnival or circus operating amusement rides shall, prior to operation, provide a certificate of insurance showing evidence of comprehensive general public liability and property damage liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

2. Each carnival and circus operating amusement rides shall provide to the city administrator certification that all rides have been inspected for safety by a recognized safety inspection program approved by the current liability insurance carrier with inspectors certified by the Washington state department of labor and industries. The city administrator shall be authorized to conduct an inspection of all amusement rides to verify passage of inspection.

L. Nuisance: Any carnival or circus operating in the city without the license required by this chapter shall be considered a nuisance and shall be subject to abatement by the city. (Ord. 939, 4-30-2014)

### 3-2-28: SPECIAL BUSINESS LICENSE REQUIREMENTS - AMUSEMENT DEVICES:

A. Purpose: No person shall operate, maintain, possess or install in any store, building, public or quasi-public place where the public is invited, or wherein the public may enter, any amusement device unless such person or entity shall have first obtained

an amusement device license for that purpose from the city administrator. Such license shall be in addition to the general business license required for the applicant to engage in business activities on the premises.

B. Gambling Devices Not Permitted: Nothing in this chapter shall in any way be construed to authorize, license, or permit a gambling device, or a mechanism that has been judicially determined to be a gambling device, or in any way contrary to law, or that may be contrary to future laws of the state.

C. License Issuance: All amusement device licenses for the placement, operation, or use of amusement devices shall be issued to and in the name of the licensee. An amusement device license shall be required for each number of amusement devices placed for operation in a business. Such license shall be transferable from one amusement device to another similar amusement device within that business; provided, however, the total number of amusement devices placed for operation shall not at any time exceed the number of amusement device licenses issued to that business. The licensee shall notify the city administrator of the transfer of the amusement device license within ten (10) business days of its occurrence, identifying, by serial number and title by which the game is commonly known, the device which is now installed, possessed or operated.

D. Term; Transfer: The term of an amusement device license commences January 1 and expires at twelve o'clock (12:00) midnight on December 31 of the same year. The fee for each such amusement device license shall be as set forth pursuant to section [3-2-9](#) of this chapter. (Ord. 939, 4-30-2014)

### 3-2-29: SPECIAL BUSINESS LICENSE REQUIREMENTS - PEDDLERS AND SOLICITORS:

A. Purpose: The city council finds that the public health, safety, and welfare requires that the citizens of the city be protected from uninvited solicitors to: 1) protect against criminal activity, including fraud, bunco and burglary; 2) minimize the unwelcome disturbance of residents and their privacy; 3) preclude solicitation and sales by individuals who have been convicted of certain crimes; and 4) preclude soliciting where it would interfere with pedestrian and vehicular passage.

B. License Required: Except as otherwise provided herein, it shall be unlawful for any individual to engage in business in the city as a solicitor or peddler without first having applied for and obtained, and having in full force and effect, a valid solicitor or peddler license.

C. Compliance With Laws: All solicitor or peddler licenses issued pursuant to this chapter shall be and are conditioned upon compliance at all times with all ordinances and regulations of the city, state laws, and regulations of regulatory agencies having authority over the licensee applicable to the operation of such business or which otherwise bear a direct relationship to the conduct of the business licensed. Issuance of a business license does not imply compliance with applicable laws, ordinances or regulations.

D. Limitation On Activities Permitted By Solicitors And Peddlers: Except as otherwise authorized pursuant to this chapter, it shall be unlawful for a solicitor or peddler within the city to:

1. Engage, or attempt to engage, in the business of soliciting or peddling upon public property, including public parks, public trails, public rights of way, and public sidewalks; provided that, such prohibition shall not apply to use of the public rights of way for travel and shall not prohibit constitutionally protected activities;

2. While engaged, or attempting to engage, in the business of soliciting or peddling, enter upon any other person's private property, home, residence, apartment complex or business that conspicuously displays a "No Peddlers" or "No Solicitors" sign, or any other similar sign that communicates the occupant's desire not to be contacted by solicitors;

3. While engaged, or attempting to engage, in the business of soliciting or peddling, persist or continue in any solicitation or attempted solicitation, or peddling or attempted peddling, of any particular member of the general public after such person has expressed his or her desire that further solicitation or peddling efforts discontinue;

4. While engaged, or attempting to engage, in the business of soliciting or peddling, call attention to his or her business or the items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure;

5. While engaged, or attempting to engage, in the business of soliciting or peddling, obstruct the free flow of traffic, either vehicular or pedestrian, on any street, sidewalk, alleyway, or other public right of way;

6. While engaged, or attempting to engage, in the business of soliciting or peddling, conduct business in a way so as to create a threat to the health, safety, and welfare of any specific individual or the general public;

7. Engage in or attempt to engage in business before eight o'clock (8:00) A.M. or after eight o'clock (8:00) P.M.;

8. While engaged, or attempting to engage, in the business of soliciting or peddling, fail to provide proof of license, or registration, and identification when requested;

9. Use the solicitor or peddler license of another person;

10. While engaged, or attempting to engage, in the business of soliciting or peddling, allege false or misleading statements about the products or services being sold, including untrue statements of endorsement. No peddler or solicitor shall claim to have the endorsement of the city solely based on the city having issued a license or certificate of registration to that person; or

11. Remain on the property of another when requested to leave.

E. Exemptions: In addition to the exemptions set forth at section [3-2-6](#) of this chapter, no solicitor or peddler license shall be required for the following:

1. Any person selling personal property at wholesale to dealers in such articles or commodities; newspaper couriers; and persons who have been invited to call upon another person for the purpose of displaying for possible purchase goods, literature or giving information about any article, thing, product or service;
2. Farmers, gardeners, or other persons who deliver or sell any agricultural, horticultural, or farm products which they have actually grown, harvested, or produced; provided, that this exemption does not apply to the sale of firewood;
3. Any person who makes casual sales of seasonal articles such as produce, holiday items, handmade gift articles, etc., or provides seasonal services such as lawn care, snow removal and other household jobs;
4. Any person engaged in the business of selling through the United States mail;
5. Charitable, religious or nonprofit organizations, or organizations that have received exempt status under 26 USC 501(c)(3) or are registered pursuant to and in compliance with chapter 19.09 Revised Code Of Washington (charitable solicitations) and have proof of such exempt status or registration;
6. Candidates for political office, campaign workers, members and representatives of political committees or political organizations campaigning on behalf of ballot issues, distributors of sample ballots and other political literature and persons soliciting signatures of registered voters on petitions to be submitted to any governmental agency;
7. Minors conducting fundraising activities, who represent an organization for the benefit of youths, including, but not limited to, Boy Scouts, Girl Scouts, and Little League groups;
8. Any person going from house to house, door to door, business to business, street to street, or any other type of place to place movement for the primary purpose of exercising that person's state or federal constitutional rights such as the freedom of speech, freedom of the press, freedom of religion, and the like. This exemption shall not apply if the person's exercise of constitutional rights is merely incidental to what would properly be considered a commercial activity;
9. Mobile food vending activities pursuant to and in compliance with a valid mobile food vendor license;
10. Authorized special event vendors engaging in vending activities at a farmers' or public market or special event; and
11. Persons engaged in activities as a noncommercial door to door advocate.

F. Licensee; Applicant: All applications shall be made by, and on behalf of, each individual who will engage in business in the city as a solicitor or peddler, and such individual shall be the licensee. If the licensee is not a sole proprietor, and is acting as an agent, contractor, or employee of another person, such person shall have and maintain a valid general business license in the city.

G. Application And Issuance: Any individual desiring to obtain a solicitor or peddler license under this chapter shall apply to the city for such license upon such forms as the city prepares and provides, and shall give such information as required herein and any such additional information that the city administrator deems reasonably necessary to administer and enforce this chapter, and shall pay the city the sum or sums required to be paid therefor pursuant to section [3-2-9](#) of this chapter. An application not including the required information and license fee shall not be deemed complete and will not be processed by the city.

The following information shall be included with and be made a part of the application:

1. The applicant's name;
2. An address at which the licensee will receive notices from the city;
3. A telephone number at which the licensee can be contacted;
4. Applicant's name, prior name(s) and aliases; address; present place of residence and the length of residence at such address; and business address if other than above identified address;
5. Address or place of residence of applicant during the two (2) years prior to the date of the application;
6. In the event the name or address of applicant has changed within the two (2) years prior to the date of application, each name and address used over the last two (2) year period;
7. Applicant's physical description, date of birth and social security number;
8. Whether applicant has ever been, within the ten (10) year period prior to the date of the application, convicted of a violation of a felony under the laws of this state or any other state or federal law of the United States;
9. Whether applicant has ever been, within the five (5) year period prior to the date of the application, convicted of a violation of a misdemeanor or gross misdemeanor under the laws of this state or any other state or federal law of the United States;
10. A description of the item(s) or services being sold and/or a description sufficient for identification of the subject matter of the business in which applicant will engage;
11. The license plate number, registration information, vehicle identification number (VIN) and physical description for any vehicle to be used in conjunction with the licensed business operation;
12. Applicant's driver's license number or other acceptable form of identification;  
and
13. The uniform business identifier number issued by the state of Washington or federal tax identification number for the business on whose behalf the licensee is performing soliciting or peddling services.



H. Authorization For Background Check: Applicant shall complete an authorization form to release information allowing the police department to conduct a local criminal history background check and allowing the Washington state patrol to conduct a state and national criminal history check in accordance with the provisions of Revised Code Of Washington 35A.21.370 and 10.97.050. Applicant may be required to submit to fingerprinting or palm scanning by the police department, in connection with the application for the license, and shall be required to provide a copy of a valid driver's license or picture ID for identification purposes.

I. Attestation: Each applicant shall sign the application either in the presence of the city clerk, or designee, or the city administrator, and shall provide proof of applicant's identity, or each such applicant's signature shall be notarized. Each applicant shall attest as to the truth and accuracy of the contents of the application provided by applicant.

J. Receipt: The city shall, upon receipt of a complete application and the required sum or sums, issue to applicant a receipt stating therein the date, amount paid and for which type of license was applied.

K. Content Of Solicitor Or Peddler License: Every peddler or solicitor license issued under this chapter shall recite the date of issue, date of expiration, and the name of the licensee, include an endorsement for either a peddler or solicitor license, and be signed by the city administrator.

L. Investigation Of Applicants: It shall be the duty of the chief of police, or his/her designee, to investigate each application. The chief of police, or his/her designee, shall endeavor to complete such investigation within a reasonable time period after receipt of the complete application. In his/her investigation, the chief of police, or his/her designee, shall determine to the best of his/her ability:

1. The genuineness of all credentials presented by the applicant;
2. The truth of the facts set forth in the application; and

3. If the applicant has been convicted of a crime which bears a direct relationship to the conduct of the business licensed pursuant to this chapter; provided that, such conviction, if for a felony is less than ten (10) years old, and if for a misdemeanor or gross misdemeanor, is less than five (5) years old. In considering whether or not the conduct in question relates to the licensee's/applicant's ability to operate as an ~~itinerant~~ mobile vendor, the city may consider whether the conduct indicates that the applicant or licensee is unfit to operate as an ~~itinerant~~ mobile vendor. The city will presume that the following categories of crimes that constitute a felony or misdemeanor under Washington state law or under the laws of the state or district in which the crime was committed and for which a conviction is less than ten (10) years old for a felony and less than five (5) years old for a misdemeanor, have a direct relationship to the fitness of such person to engage in business as solicitor or peddler:

- a. Homicide;
- b. Assault;

- c. Crimes of dishonesty (e.g., theft, bunco, embezzlement, fraud, etc.);
- d. Sex crimes;
- e. Drug related crimes;
- f. Crimes against children and/or vulnerable adults;
- g. Burglary and/or trespass; or
- h. Kidnapping and/or unlawful imprisonment.

M. Carrying Of License Required: The license required by this section shall be carried at all times by the solicitor or peddler for whom it was issued when soliciting in the city. The license shall be displayed by the solicitor or peddler whenever and wherever he or she shall be requested to do so by any police officer, city official or person solicited or peddled.

N. Uninvited Solicitors/Peddlers Prohibited; Violation A Nuisance: It is unlawful and constitutes a nuisance for a person to go upon a premises and ring the doorbell upon or near a door, or create a sound in any other manner calculated to attract the attention of the occupant of such residence or business for the purpose of securing an audience with the occupant thereof, and engage in soliciting or peddling, in defiance of the notice prohibiting soliciting or peddling conspicuously posted upon the premises of such residence or business.

O. Uninvited Solicitors/Peddlers; Departure From Premises Required: It shall be the duty of every solicitor and peddler upon going onto any premises of any residence or business in the city to determine if a notice prohibiting soliciting or peddling has been posted, and to be governed by the statement contained on the notice by immediately and peacefully departing from the premises.

A solicitor who has gained entrance to a residence, business, or development, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant. (Ord. 939, 4-30-2014)

### 3-2-30: VIOLATION; PENALTY:

A. Any act or omission in violation of subsection [3-2-5A](#) of this chapter (failure to obtain a business license) constitutes a class 1 civil infraction under title 1, chapter 4 of this code for which a monetary penalty may be assessed and enforced.

B. Any act or omission in violation of subsection [3-2-5B](#) of this chapter (expired license) constitutes a class 4 civil infraction under title 1, chapter 4 of this code for which a monetary penalty may be assessed and enforced.

C. Any act or omission in violation of subsection [3-2-5C](#) or D of this chapter (suspended or revoked license) constitutes a class 1 civil infraction under title 1, chapter 4 of this code for which a monetary penalty may be assessed and enforced.

D. Any act or omission in violation of section [3-2-11](#), "License Nontransferable", of this chapter constitutes a class 1 civil infraction under title 1, chapter 4 of this code for which a monetary penalty may be assessed and enforced.

E. It shall be a misdemeanor offense for any person who, with intent thereby to obtain a business license pursuant to this chapter, knowingly makes any materially false statement in a written instrument submitted or offered as part of or in conjunction with a business license application. "Materially false statement" means any false statement oral or written, regardless of its admissibility under the rules of evidence, which could have affected the course or outcome of the issuance of a business license.

F. Any act or omission in violation of section [3-2-13](#), subsection [3-2-26C](#) or [3-2-29M](#) of this chapter (display license) constitutes a class 1 civil infraction under title 1, chapter 4 of this code for which a monetary penalty may be assessed and enforced.

G. It shall be a misdemeanor offense for any person to operate a carnival or circus in the city without first having obtained, and having in full force and effect, a valid special business license issued pursuant to section [3-2-27](#) of this chapter.

H. Except as otherwise provided herein, any act or omission in violation of this chapter constitutes a class 3 civil infraction under title 1, chapter 4 of this code for which a monetary penalty may be assessed and enforced.

I. Every act or omission which constitutes a civil violation under this chapter, or any rule or regulation issued pursuant thereto, shall constitute a separate civil violation for each and every day during any portion of which the act or omission constituting the violation is committed, continued or permitted.

J. The penalties set forth herein are in addition to any other penalties or remedies that may be otherwise available pursuant to this code or applicable laws, or in equity. (Ord. 939, 4-30-2014)



**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>  Council Rules of Procedure Updates.	<b>AB24-14</b>	<b>CGA</b>		
		<b>2.7.2024</b>	<b>2.21.2024</b>	
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>2.2.2024</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, City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Updated Council Rules of Procedure, Resolution No. 2024-04				
<b>SUMMARY STATEMENT:</b>				
<p>Councilmember Sproul provided staff with documented changes to the Council Rules of Procedure that fixed typos, removed irrelevant information, updated the address of the City Council Meetings to Orting City Hall, and specified the official newspaper of the City of Orting. Staff have incorporated these changes and have prepared a resolution of the City of Orting declaring the News Tribune as the official newspaper of record.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on February 28 <sup>th</sup> , 2024 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the changes to the City Council Rules of Procedure as presented and adopt Resolution No. 2024-04, a resolution of the City of Orting, Washington, designating the News Tribune as the official City Newspaper.				



# **City of Orting**

## **City Council Rules of Procedure**

### **TABLE OF CONTENTS**

#### **1. General Rules**

- 1.1 Meetings to be Public
- 1.2 Quorum
- 1.3 Attendance, Excused Absences
- 1.4 Remote Participation
- 1.5 Council Meeting Staffing
- 1.6 Journal of Proceedings
- 1.7 Right of Floor
- 1.8 Rules of Order
- 1.9 Councilmember Seating

#### **2. Types of Meetings**

- 2.1 Regular Council Meetings
- 2.2 Special Meetings and Workshops
- 2.3 Council Committee Meetings
- 2.4 Emergency Meetings
- 2.5 Executive Sessions
- 2.6 Council Contact Outside an Official Meeting

#### **3. Chairs and Duties**

- 3.1 Chair
- 3.2 Call to Order
- 3.3 Preservation of Order
- 3.4 Points of Order
- 3.5 Questions to be Stated
- 3.6 Mayor – Powers
- 3.7 Mayor – Duties
- 3.8 Deputy Mayor – Powers
- 3.9 Deputy Mayor – Duties
- 3.10 Councilmembers – Powers
- 3.11 Councilmembers – Duties

- 4. Order of Business and Agenda**
  - 4.1 Order of Business
  - 4.2 Council Agenda
  - 4.3 Ordinances
  - 4.4 Resolutions
  - 4.5 Council Packets
  - 4.6 Council Confirmation of Mayoral Appointments
  
- 5. Consensus, Motions and Decorum**
  - 5.1 Consensus Votes
  - 5.2 Motions
  - 5.3 Council Relations with City Staff
  - 5.4 Council Representation to the Media
  
- 6. Public Hearing Procedures**
  - 6.1 Definition of Public Hearing
  - 6.2 Speaker Sign-In
  - 6.3 Conflict of Interest/Appearance of Fairness
  - 6.4 The Public Hearing Process
  
- 7. Duties and Privileges of the Media and Citizens**
  - 7.1 Media Representation
  - 7.2 Meeting Participation
  - 7.3 Subjects Not on the Current Agenda
  - 7.4 Comments and Suggestions to the Council
  - 7.5 Personal and Slanderous Remarks
  - 7.6 Written Communications
  
- 8. Filling Council Vacancies and Selecting Deputy Mayor**
  - 8.1 Notice of Vacancy
  - 8.2 Application Procedure
  - 8.3 Interview Process
  - 8.4 Selection of Councilmember
  - 8.5 Selecting Deputy Mayor
  
- 9. Creation of Committees, Boards and Commissions**
  - 9.1 Citizen Committees, Boards and Commissions
  - 9.2 Types of Committees
  - 9.3 Membership and Selection
  - 9.4 Committee Meetings
  - 9.5 Committee Records
  - 9.6 Open Public Meetings Act
  - 9.7 Removal of Members of Boards and Commissions
  
- 10. Public Records**
  - 10.1 Public Records

- 10.2 Electronic Mail
- 10.3 Open Public Meetings Act Regarding Electronic Mail

**11. Council Travel Expenses**

- 11.1 Applications
- 11.2 Administration
- 11.3 Documentation
- 11.4 Council Retreats
- 11.5 Service Award Ceremonies
- 11.6 Transportation Expenses
- 11.7 Meals
- 11.8 Local Business Meals
- 11.9 Meeting through Mealtimes
- 11.10 Business Meals between City Employees and Non-City Employees
- 11.11 Meals While on Authorized Travel Status
- 11.12 Non-Reimbursable Expenditures
- 11.13 Lodging
- 11.14 Non-Allowable Expenses

**12. Suspension and Amendment of These Rules**

- 12.1 Suspension of These Rules
- 12.2 Amendment of These Rules
- 12.3 Conflict

## **1. General Rules**

### **1.1 Meetings to be Public:**

The meetings of the City Council shall be open to the public with the exception of executive sessions for certain limited topics (as defined in RCW Chapter 42.30). After minutes have been approved, the City Clerk will post the minutes on the website and retain the minutes in a fire proof safe or file, and retain them in accordance with Washington State Retention schedules.

### **1.2 Quorum:**

A simple majority of Councilmembers shall be in attendance to constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.

### **1.3 Attendance, Excused Absences:**

RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. The member shall contact the Mayor or the City Clerk prior to the meeting and state the reason for his/her inability to attend the meeting. The Mayor shall inform the Council of the member's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the City Clerk will make an appropriate notation in the minutes. If the motion is not passed, the City Clerk will note in the minutes that the absence is unexcused.

### **1.4 Remote Participation**

Councilmembers are encouraged to attend meetings in person as often as possible. In the event that you are not able to attend meetings in person remote attendance preferably visually, and audibly will be permitted.

### **1.5 Council Meeting Staffing:**

The City Administrator, City Clerk, City Treasurer, City Engineer and City Attorney shall attend all meetings of the Council unless excused. The staff may make recommendations to the Council and may take part in the discussions of the Council, but shall have no vote. The City Attorney shall give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

Other City staff may be asked to attend if their expertise is required to answer questions or make a report on a specific agenda item.

### **1.6 Journal of Proceedings:**



The City Clerk will keep an account of all proceedings of the Council. ~~In~~ in accordance with statutory requirements, all proceedings will be either audio or video recorded and then written minutes will be prepared by the City Clerk, as the official record of the Council meeting. All Planning Commission and Civil Service Commission meetings will be audio recorded and written minutes shall be retained according to Washington State Record Retention Schedule. ~~schedules~~ Committee meetings may be audio and ~~written-video~~ recorded and written minutes shall be retained according to Washington State Record Retention schedules.

### **1.7 Right of Floor:**

Any Councilmember desiring to speak shall be recognized by the Chair and shall confine his/her remarks to one subject under consideration or to be considered. Councilmembers may speak about the subject under consideration for a reasonable length of time.

### **1.8 Rule of Order:**

Except as otherwise provided herein, *Robert's Rules of Order* shall be the guideline procedures for the proceedings of the Council.

### **1.9 Councilmember Seating:**

A Councilmember's seat at the dais will be determined as follows or as mutually agreed upon by Council:

- (A) The Mayor shall sit in the center seat, and the Deputy Mayor shall sit to the Mayor's right.

## **2. Types of Meetings:**

### **2.1 Regular Council Meetings:**

The Council shall meet on the second, and last Wednesday of each month at 7:00 pm, at ~~the Multipurpose Center (202 Washington Avenue South)~~ Orting City Hall (104 Bridge St S. Orting, WA 98360, or at another location the City Council may deem appropriate and noticed). The Council may reschedule regular meetings to a different date or time by a motion and majority vote of the Council. All meetings shall be open to the public.

#### **2.1.1 Regular Study Sessions:**

The Council shall hold, as regular meetings, study sessions at ~~the Orting Multi-Purpose Center~~ Orting City Hall on the third Wednesday of each month, at 6:00 pm., unless otherwise noticed. Study sessions may be used by the city council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of city issues or city council business.

## **2.2 Special Meetings and Workshops:**

Special meetings may be called by the Mayor or any three members of the Council in conformance with Chapter 35A.12 RCW. The City Clerk shall prepare a notice of the special meeting stating the time, place and business to be transacted. The City Clerk shall notify each member of the Council, as required by law, of the special meeting. The City Clerk shall give at least 24 hours' notice of the special meeting and post that notice to the City's website, to the City's official newspaper, The News Tribune, and to the information boxfront window at City Hall and at the location of the City Council meeting. No subjects other than those specified in the notice shall be considered during the meeting. The Council may not make final disposition on any matter not mentioned in the notice. All special meetings shall be open to the public. The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or of any three of more members of the Council. Discussions and conclusions shall be informal and do not constitute official actions of the Council.

## **2.3 Council Committee Meetings:**

There shall be three standing council committees: Public Works; Public Safety; and Community and Government Affairs. Committee assignments shall be made in accordance with Rule 3.9. There shall be two councilmembers on each committee, with one serving as Chairperson and one serving as Vice Chairperson. The Chairperson shall chair the Committee meeting. A Councilmember may attend a Council Committee meeting for a Committee to which he or she is not assigned, however the non-committee member attends the Committee meeting as an observer and the Chair or presiding officer of the Committee determines the extent of the Councilmember's participation in the meeting.

Council Committees shall establish a regular time, date location for their meetings, and the City Clerk will maintain a list of committee meeting times, dates and locations. All meetings shall be publicly noticed and open to the public.

Agenda items for Council Committee Meetings may be submitted by any of the following: (1) the Mayor; (2) the City Administrator or his or her designee; and (3) a Department Director, with consent of the City Administrator; and/or (4) a City Councilmember.

Unless otherwise stated in these rules, the Council Committee may make recommendations on agenda items to the Council for consideration at a study session. In the event of a dispute between the Chairperson and Vice Chairperson on a particular agenda item, where no consensus can be reached, both recommendations may be submitted to the full council to debate at a study session.

## **2.4 Emergency Meetings:**

An emergency meeting is a Special Council meeting called without 24-hour notice. An emergency meeting deals with injury or damage to persons or property or the

likelihood of such injury or damage, when time requirements of a 24-hour notice is impractical and would likely increase such injury or damage. Emergency meetings may be called by the City Administrator or the Mayor or two Councilmembers. The minutes will indicate the reason for the emergency.

## **2.5 Executive Sessions:**

An executive session is a Council meeting that is closed except to the Council, City Administrator and staff members and/or consultants authorized by the Mayor. The public is restricted from attendance and all matters discussed during an executive session are confidential. Executive sessions may be held during regular or special Council meetings or at separate meetings and will be announced by the Mayor. Executive session subjects are limited to considering matters authorized by state law, as set forth in RCW 42.30.110, including considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, pending litigation, public employment applications and public employee evaluation, and elective office appointments. Before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, the time when the executive session will be concluded and the potential for action by Council when it reconvenes. Should the session require more time, a public announcement shall be made by the City Clerk, extending the meeting to a specific time. At the end of that time, if the discussion has not concluded, the meeting shall, by public announcement, again be extended to a specific time. If the Council wishes to adjourn at the close of a meeting from executive session, that fact will be announced along with the estimated time for the executive session.

## **2.6 Council Contact outside an Official Meeting:**

~~Generally~~Generally, Councilmembers have the same freedoms of association as any other citizen. Councilmembers must take great care when present at the same social, unofficial functions, or in any public setting to refrain from engaging in any activity which could be interpreted as de facto deliberation or action on a matter of city business.

## **3. Chairs and Duties**

### **3.1 Chair:**

The Mayor shall preside as Chair at all meetings of the Council, except as otherwise stated in these rules. In the absence of the Mayor, the Deputy Mayor shall preside. In the absence of both the Mayor and Deputy Mayor, the Council shall elect a Chair for that meeting.

### **3.2 Call to Order:**

The meetings of the Council shall be called to order by the Chair.

### **3.3 Preservation of Order:**

The Chair shall preserve order and decorum; prevent attacks on personalities or the impugning of members' motives and confine members in debate to the question under discussion.

### **3.4 Points of Order:**

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

### **3.5 Questions to be stated:**

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

### **3.6 Mayor – Powers:**

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

### **3.7 Duties:**

#### **The Mayor or designee shall:**

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

### 3.8 Deputy Mayor – Powers:

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

### 3.9 Deputy Mayor -- Duties:

- (A) Term of the Deputy Mayor shall be one year. ( February 1<sup>st</sup>, to January 31<sup>st</sup>.)

- (B) Vacancy of Deputy Mayor

- 1. Planned Vacancy. In the event the Deputy Mayor plans to vacate the office of Deputy Mayor prior to the end of their term, Council shall appoint a new Deputy Mayor based on the Deputy Mayor selection process at the last regular Council meeting the current Deputy Mayor will attend to complete the term.

- 2. Unplanned Vacancy. In the event the Deputy Mayor vacates the office of Deputy Mayor without prior notice before the end of their term, Council shall appoint a new Deputy Mayor based on the Deputy Mayor selection process at the next regular Council Meeting to complete the term.

- (C) Election of Deputy Mayor. At the first meeting of January, the Council shall elect a Deputy Mayor (DM) for a term of one year, beginning ~~Febraury~~February 1<sup>st</sup>, and ending the last day of January.

- (D) The election process shall be as follows:

- 1. The Deputy Mayor shall serve as the Chair for the nomination process for the position of DM, unless they are a nominee in the process, at which time it will be turned over to the Mayor as Chair. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. ~~Amotion~~A motion to close the nominations is not necessary.

- 2. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Second nominations will then be accepted.

- 3. Nominations may be made by another Councilmember, or by self.

- 4. Nominations may include brief supporting comments by the Councilmember.

5. A Councilmember may withdraw their nomination from consideration.

6. Nominations do not require a second.

7. After nominations have been closed (see #2 above for second nominations), each nominee will have an opportunity to speak, either at their seat or at the podium. ~~If the~~ nominee chooses to speak, it may not be for longer than three minutes, with a fifteen second wrap-up period. Then voting for DM will precede:

a. Voting will be according to alphabetic order, A-Z of nominations made. Any second vote will be by reverse order, Z-A; continuing to reverse as necessary for subsequent votes. This is done to be as fair as possible to all nominees.

b. If there is **only one nominee** for the position, the Chair will open the floor for a motion and appointment.

c. If there are **two nominees**, the following scenario will be followed:

**Scenario #1: 2 Nominees, 7 standing Councilmembers**

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

d. If there are **three or more nominees**, the following scenarios will be followed:

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

1. Clerk does a roll call for Council-members on their preferred candidates
2. Nominee A gets 3 votes
3. Nominee B gets 2 votes
4. Nominee C gets 2 votes
5. Nominee A is chosen as Candidate A. Chair sets a second ballot for Nominees B & C to determine second candidate.
6. Clerk does a roll call for Councilmembers on their preferred candidate
7. Nominee B gets 3 votes

8. Nominee C gets 4 votes
9. Nominee C is chosen as Candidate B.
10. Clerk does a roll call for Councilmembers on the two final candidates
11. Candidate A gets 2 votes
12. Candidate B gets 5 votes
13. Deputy Mayor is chosen (Candidate B) by majority consensus, no further motion of appointment necessary.

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

1. Clerk does a roll call for Councilmembers on their preferred candidates
2. Nominee A gets 3 votes
3. Nominee B gets 3 votes
4. Nominee C gets 1 vote
5. Chair need not set a second ballot as there is a top-two
6. Clerk does a roll call for Councilmembers on their preferred candidate from A & B
7. Candidate A gets 5 votes
8. Candidate B gets 2 votes
9. Deputy Mayor is chosen (Candidate A) by majority consensus, no further motion of appointment necessary.

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

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

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

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

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

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

### **3.10 Councilmember - Powers:**

Any Councilmember may bring forth an item, resolution or ordinance by submitting a timely request to the City Clerk for inclusion on a Council Committee's Agenda or Study Session Agenda. At the request of the Councilmember(s) sponsoring the proposed legislation, their name(s) shall appear on the agenda indicating such sponsorship.

### **3.11 Councilmember – Duties:**

Councilmembers are individually responsible for gathering additional information on issues, calling staff with questions or requesting information to be included in Council Meeting Packets. Councilmembers who attend meetings of another jurisdiction or regional meetings should provide a report.

## **4. Order of Business and Agenda**

### **4.1 Order of Business:**

The order of business for all regular meetings shall be transacted as follows unless the Council, by a majority vote of the members present, suspends the rules and changes the order:

- 1. Call to Order:** The Mayor calls the meeting to order.
- 2. Pledge of Allegiance**
- 3. Roll Call:** The Mayor requests a roll call of Councilmembers and indicates whether an absent Councilmember has requested an excused absence. Excused absences will be handled as stated in Section 1.3 of this document. After roll call any additions or deletions to the agenda should be addressed.
- 4. Public Comments:** Members of the audience may comment on items relating to any matter not on the agenda. Comments are limited to three minutes, or for



a person speaking on behalf of a group or organization, comments are limited to five minutes. No speaker may convey or donate his or her time for speaking to another speaker. Persons addressing the Council will be requested to step to the podium and give their name and address for the record.

5. **Awards, Confirmations & Presentations:** The Mayor makes announcements of upcoming meetings and events. Other special presentations may also be scheduled at this time.
6. **Public Hearings:** See Section 6.
7. **Consent Agenda:** The Consent Agenda contains items which are of a routine and non-controversial nature which may include, but are not limited to, the following: meeting minutes, payroll, and claims. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Councilmember.
8. **Commission Reports & Committee Reports on Titles of Agenda Bills Moving To Study Session From Committee.**
9. **Old Business**
10. **New Business**
11. **Executive Session**
12. **Adjournment**

#### 4.2 Council Agenda:

**4.2.1 Regular Council Meetings.** The Mayor, City Administrator and the City Clerk shall prepare the agenda for Council meetings. Subject to the Council's right to amend the agenda, no legislative item shall be voted upon which is not on the Council agenda, except in emergency situations (defined as situations which would jeopardize the public's health, safety or welfare). An item may be placed on a Council regular meeting agenda by any of the following:

- (A) The Deputy Mayor or a majority of the Council (after consideration of the item at a study session);
- (B) The Mayor
- (C) The City Administrator or a Department Director, with the approval of the City Administrator.

Agenda items shall be submitted in final form to the City Clerk no later than 12:00 pm on the Thursday prior to the meeting.

**4.2.2 Regular Study Sessions.** An item may be placed on a Council study session agenda by any of the following:

- (A) A Councilmember;
- (B) A Council Committee, per Rule 2.3;
- (B) The Mayor; or
- (D) The City Administrator, or a Department Director with the approval of the City Administrator.

Agenda items shall be submitted in final form to the City Clerk no later than 12:00pm on the Thursday prior to the meeting.

Items reviewed by Committee will be scheduled for Council review at a study session, per committee recommendation (see Rule 2.3). Committee Chairs will notify the City Clerk of any upcoming Council agenda items or hearings, so that proper notification may be made.

An item may be delayed if the Mayor and/or City Administrator know it is of particular importance to an absent Councilmember.

### **4.3 Ordinances:**

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after publication in the City's official newspaper, [The News Tribune](#). Ordinances may be passed under any of the agenda sections.

The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda. The City Attorney shall review the ordinance prior to placing it before the City Council for their consideration.

Upon enactment of the ordinance, the City Clerk shall obtain the signature of the City Attorney and the Mayor. The City Clerk is responsible for notifying [Sterling American Legal Publishing](#) of new ordinances, so that they will be codified, and Ordinance titles or summaries shall be published in the official newspaper, [The News Tribune](#) as a legal publication in the first publication following enactment.

### **4.4 Resolutions:**

Resolutions are adopted to express Council policy or to direct certain types of administrative action by the Mayor. A resolution may be changed by adoption of a subsequent resolution. Resolutions may be passed under any of the agenda sections.

The City Clerk shall assign a permanent resolution number prior to placing the resolution on the agenda. The City Attorney shall review the resolution prior to placing it before the City Council for their consideration.

Upon enactment of the resolution, the City Clerk shall obtain the signature of the City Attorney and the Mayor. After the Mayor's signature, the City Clerk shall sign the resolution.

#### **4.5 Council Packets:**

Agendas and packets will be provided to the City Council by 5 pm the Friday prior to the meeting. The City Clerk will post the Agenda Packet on the City's Website and an agenda on the front window of City Hall. Agendas and packet materials will be available at the Council meeting and may be requested at City Hall from the City Clerk by the public.

#### **4.6 Council Confirmation of Mayoral Appointments:**

In addition to select Councilmember participation in any Mayoral-defined hiring process, the Council will, per Ordinance 961, confirm the appointment of certain mayoral appointments prior to final hiring actions.

Currently the appointment of the City Administrator, ~~City Treasurer~~ Finance Director, City Clerk, Police Chief, City Attorney, Public Works Director, Building Inspector/Official, and Parks and Recreation Director are subject to Council confirmation. The confirmation of the Municipal Judge is provided pursuant to OMC Chapter 1-10.

The confirmation process, if circumstances allow, should be scheduled for televised meetings. These meetings should be broadly advertised via the official publication, reader boards, City website, social media pages, etc. to allow maximum public notification. The Mayor may request a Special Meeting if pressing and extenuating hiring circumstances exist.

The confirmation process is as follows:

- (A) Prior to the meeting, the Council will be provided a copy of the Employment Application and/or resume (with personal information redacted) for review in the Council Packet. Staff may provide other pertinent information as appropriate.
- (B) During the Confirmation agenda item of the Council meeting the:
  - 1. Mayor or City Administrator will introduce the nominated applicant and briefly recap the process that resulted in the nominee being selected for the position,

2. The applicant (if available to attend) will provide a brief background and description of their qualifications to the Council.
  3. Council will have a question and answer opportunity with the applicant and/or staff to last up to 30 minutes (time may be extended upon majority Council consent), and
  4. Public Testimony will be taken with each speaker given a maximum of three minutes to provide comments. All comments must be directed toward the Chair and limited to the confirmation discussion. Two-way discussions are discouraged.
- (C) An executive session in accordance with RCW 42.30.110(g) may be requested by any Councilmember to “evaluate the qualifications of an applicant for public employment or to review the performance of a public employee” if questions or concerns arise that should not be discussed in a public forum. Final actions must take place in an open meeting.
- (D) After the question and answer session, upon resumption of the regular meeting after an Executive Session (if requested), and upon a motion, the Council will vote to confirm the hire/ nomination on a simple majority vote of the present Council quorum.

## **5. Consensus, Motions and Decorum**

### **5.1 Consensus Votes:**

When a formal motion is not required on a Council action or opinion, a consensus voice vote may be taken. The Chair will state the action or opinion. The Council as a group will indicate concurrence or non-concurrence. When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.

### **5.2 Motions:**

- (A) Making a Motion.** Motions shall be clear and concise and not include arguments for or against the motion within the motion. No motion shall be entertained or debated until duly seconded and announced by the Chair. A motion that does not receive a second dies. After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second. After a motion has been made and seconded, the Councilmember making the motion may speak to the motion and then the Council may discuss their opinions on the issue prior to the vote. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.

- (B) Audience Comment.** Audience comment on a motion may be taken after the briefing on the motion occurs and before the motion is voted on by the Council.
- (C) Restatement of Motions.** The City Council votes on motion as restated by the Chair if the motion is amended.
- (D) Votes on Motions.** Each member present shall vote on all questions put to the Council except on matters in which he or she has a conflict of interest. If a conflict of interest exists, such member shall disqualify himself or herself prior to any discussion of the matter. If a majority of Council arrives at a consensus to put up an issue for vote and a Councilmember is not there when the vote takes place, the Councilmember cannot bring the item back.
- (E) Failure to Vote on a Motion.** Any Councilmember present who fails to vote without a valid disqualification shall be declared to have voted in the affirmative on the question.
- (F) Unanimous Vote.** If the vote is unanimous, the Mayor shall state that the motion has passed unanimously according to the number of Councilmembers present such as “7-0” or “6-0”.
- (G) Roll Call Vote.** If a vote is not unanimous, and the Mayor or a Councilmember requests it, each Councilmember shall state his/her vote and the City Clerk shall record it. The City Clerk then restates the outcome of the vote. For example, the outcome may be restated as, “Councilmembers A, B, C and D vote ‘yes’. Councilmembers E, F and G vote ‘no’. The vote is 4-3 to adopt Ordinance No\_\_\_\_\_. The motion carries.”
- (H) Tie Vote.** A motion that receives a tie vote is deemed to have failed.
- (I) Topic Closed.** Once a vote on a motion has been taken, the topic of motion is closed for the remainder of that meeting.
- (J) Withdrawal of Motion.** A motion may be withdrawn by the maker of the motion at any time before a vote is taken without the consent of the Council. If the motion had received a second, the Councilmember making the second must also agree to withdraw or the motion remains on the table for discussion, debate and disposition.
- (K) Motions to Reconsider.** A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.
- (L) Motion to Lay on the Table.** A motion to table shall preclude all amendments or debates of the issue under consideration. It requires a

second, is not debatable, is not amendable, and requires a majority vote. The purpose of the motion to lay on the table is to temporarily set aside the motion in order to conduct other more urgent business. A motion not taken from the table by the close of that meeting or the next regular meeting dies on the table. If the motion to table prevails, the matter may be “taken from the table” by motion which requires a second, is not debatable and requires a majority vote. When a motion is taken from the table, everything is in the same condition as it was when laid on the table, including any amendments to the original motion that received an affirmative vote prior to the motion to table.

- (M) Motion to Postpone to Date Certain.** A motion to postpone to a time certain requires a second, is debatable, is amendable, requires a majority vote and may be reconsidered at the same meeting. The original motion being postponed must be considered at a time certain at a future regular or special Council meeting.
- (N) Motion to Postpone Indefinitely.** A motion to postpone indefinitely requires a second, is debatable, is not amendable, and takes precedence over the main motion and requires a majority vote. This motion assists in disposing of the main motion. Its purpose is to reject a main motion without a vote on the main motion. Postponed indefinitely is an indirect or polite motion by which a main motion may be disposed of.
- (O) Motion to Call for the Question.** A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- (P) Motion to Amend.** A motion to amend is defined as amending a motion that is on the floor and has been seconded by inserting or adding, striking out, striking out and inserting, or substituting. Motions that cannot be amended include a motion to adjourn, to amend the agenda order, lay on the table, for a roll call vote, for a point of order, for reconsideration and take from the table. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (Q) Interpretation.** The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature that may arise at a Council meeting.
- (R) Order of Precedence.** All cases not provided for in these rules shall be governed by the most current version of Robert's Rules of Order Newly Revised. In the event of a conflict between Robert's Rules of Order and these Council rules, these Council rules shall prevail.

### **5.3 Council Relations with City Staff:**

The following guidelines should be adhered to:

- (A) There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.
- (B) City staff shall acknowledge the Council as policy makers, and the Councilmembers shall acknowledge the City staff as administering the Council's policies.
- (C) Councilmembers with particular interest in an item or topic should be given a courtesy call if that item is rescheduled.
- (D) Councilmembers shall not attempt to direct City staff in performing their regular daily functions.
- (E) No Councilmember shall direct the City staff to initiate any action or prepare any report, or initiate any project or study without the consent of the Mayor. New initiatives having — policy implementation shall be directed to a Council Committee for consideration.
- (F) Individual requests for information can be made directly to any staff member. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator.
- (G) To provide staff the necessary preparation time, Councilmembers will provide staff advance notice of any questions or concerns they may have regarding an agenda item prior to a public meeting, if possible.

### **5.4 Council Representation to any Media and other Organizations:**

Councilmembers shall use the following guidelines when speaking with the media:

- (A) If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an — issue, the Councilmember shall state the majority position of — the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.
- (B) Councilmembers need to have other Councilmembers' concurrence before representing: (1) another Councilmember's view or position, or (2) the majority of Council's view or position with the media, another governmental agency or community organization.

- (C) As a matter of courtesy, letters to the editor, interviews or other communication by a Councilmember of a controversial nature, which do not express the majority opinion of the Council, should be presented to the full Council and Mayor prior to publication so that the Councilmembers may be made aware of the pending publication.

## **6. Public Hearing Procedures**

### **6.1 Definition of Public Hearing:**

There are two types of public hearings: legislative and quasi-judicial. Legislative hearings focus on broad policy with general application. Quasi-judicial hearings focus on the rights of specific parties and decisions must be based on a formal record. The Mayor will state the public hearing procedures before each public hearing, staff and/or consultants will introduce the topic. Citizens may comment on public hearing items.

### **6.2 Speaker Sign-In:**

Prior to the start of a public hearing the Mayor may require that all persons wishing to be heard sign in with the City Clerk, giving their name and whether they wish to speak as a proponent, opponent or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Mayor will establish time limits and otherwise control presentations. (The speaking time limit is three minutes per speaker or five minutes when presenting the official position of an organization or group). The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).

### **6.3 Conflict of Interest/Appearance of Fairness:**

Prior to the start of a public hearing, the Chair will ask if any Councilmember has or may have an interest or may have engaged in an ex-parte communication which could, pursuant to Ch. 42.23 RCW or Ch. 42.36 RCW, prohibit or disqualify the Councilmember from participating in the public hearing process.

A Councilmember who refuses to step down after challenge and the advice of the City Attorney, a ruling by the Mayor or Chair and/or a request by the majority of the remaining members of the Council to step down, is subject to censure. The Councilmember who has stepped down shall not participate in the Council decision nor vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration, provided, however, that nothing herein shall be interpreted to prohibit a Councilmember from stepping down in order to participate in a hearing in which the Councilmember has a direct financial or other personal interest. The appearance of fairness doctrine applies only during quasi-judicial hearings. The conflict of interest provisions, however, apply anytime there will be a vote by the council on a contract. Normally, an announcement would not be required for a vote in which a conflict would occur and it is up to the elected official to bring up the conflict.



The City Attorney may prompt the Councilmember to remove him or herself or not participate in the vote. However, if there is a conflict, this must be announced on the record before the vote. The Councilmember is not required to leave during the vote or discussion, but may not participate in the vote.

- (A) Types of Hearings that the appearance of fairness doctrine applies. The Appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of areawide zoning ordinances or the adoption of a zoning amendment that is of areawide (versus site-specific) significance under RCW 42.36.010.
- (B) Obligations of Council Members. Council members should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Council member or a Council member's business associate, or a member of the Council member's immediate family. It could involve ex parte (outside the hearing) communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Council member's employer with the proponents or opponents, announced predisposition, and the like. Prior to any quasi-judicial hearing, each council member should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Council member should disclose such facts to the City Attorney.
- (C) Anyone seeking to disqualify a Council member from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known, or reasonably should have been made known, prior to the issuance of the decision. Upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Council member shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made in the course of a quasi-judicial hearing, the Council member shall either recuse him/herself or the Presiding Officer shall call a recess to permit the City Attorney to render an opinion.

#### **6.4 The Public Hearing Process: Open Record**

The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his/her right to free speech.

- (A) All comments by proponents, opponents or other members of the public shall be made from the podium; individuals making comments shall first give their name and address.
- (B) No comments shall be made from any other location, unless is it is impractical to make comment from the podium. Anyone making “out of order” comments shall be subject to removal from the meeting. If a citizen is disabled and requires accommodation, the citizen is required to advise the City Clerk.
- (C) There will be no demonstrations during or at the conclusion of a public hearing.
- (D) The order for a public hearing shall be as follows:
  - 1. The Chair calls upon City Staff to describe the matter under consideration.
  - 2. The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.
  - 3. The Chair inquires as to whether any Council-member has questions to ask the proponents, opponents, speakers or staff. If any Council-member has questions, the appropriate individual will be recalled to the podium.
  - 4. The Chair continues the public hearing to a specific time or closes the public hearing.

#### **6.5 The Public Hearing Process for Quasi Judicial Matter: Closed Record.**

The procedure for Public Hearings involving a Quasi-Judicial closed record appeal shall be substantially as follows:

- (A) The closed record appeal for the (state name of application) is now open. There has been an open record hearing before the Hearing Examiner. Under state law, there is only one public hearing allowed in this proceeding. This closed record appeal means the Council will base its decision on the record developed at the public hearing before the Hearing Examiner; ~~therefore~~therefore, no new testimony is allowed except in very limited circumstances. If a party has submitted a motion to supplement the record, Council will deliberate and vote on that motion before hearing argument from the parties.

- (B) Comments from the parties must be in the nature of argument only, based on and limited to facts in the written and oral record developed before the Hearing Examiner. If anyone presents comments that are not based on facts in the record, anyone may make an objection. If an objection is made, the person speaking will stop until the issue of the objection is resolved.
- (C) All comments shall be made from the podium. Please speak slowly and clearly because this hearing is being recorded. If anyone requires special accommodation in order to speak, please let me know and we will make arrangements.
- (D) Each party will have 15 minutes to present arguments. The appealing party will go first and will have the right to reply at the end of argument if they reserve time. The Council can ask questions at any time.
- (E) Before arguments begin, I'll remind the Council that this hearing is quasi-judicial in nature, and therefore the appearance of fairness and conflict of interest rules apply. Quasi-judicial actions are defined as actions of the Council that determine legal rights, duties, or privileges of specific parties in a hearing. The public hearing must be fair in three respects: form, substance and appearance. All council members should now give consideration as to whether they have (1) a demonstrated bias or prejudice for or against any party to the proceedings; (2) a direct or indirect monetary interest in the outcome of the proceedings; (3) a prejudgment of the issue prior to hearing the facts on the record, or (4) ex parte contact with any individual, excluding administrative staff, with regard to an issue prior to the hearing. Does any Council member have an Appearance of Fairness or Conflict of Interest issue or disclosure to make? Seeing none, . . . (to next item, or if there is a question or disclosure, refer to City Attorney.)
- (F) Is there anyone in the audience who objects to my participation or any other Council member's participation in these proceedings? (Refer any affirmative answer to City Attorney.)
- (G) The purpose of this hearing is for the Council to hear the appeal and to take action relating to the (name of proposal – from the agenda). Each party will have 15 minutes to present arguments. The appealing party will go first and will have the right to reply at the end of argument if they reserve time. The Council can ask questions at any time.
- (H) Are there any written materials that have been submitted to the Council? (Any documents are given to City Attorney, who will read or summarize the document and should include the hearing examiner decision and any briefs filed by the parties)
- (I) Proceed to arguments.

- (J) Proceed to Council discussion. There being no further comment, I will close this portion of the hearing. It is now in order for the Council to discuss this matter and for a Council member to make a motion to take action or postpone. RCW 42.30.140(2) allows, but does not require, the Council to deliberate (but not vote) on quasi-judicial matters in a closed session. Does any Councilmember wish to make a motion to adjourn to a closed session for deliberation? (If so, vote on motion if it passes, adjourn for a set period of time for deliberations) b. If no one wants to go to a closed session, or the vote to do so fails due to a lack of majority vote in support, the Council will deliberate in an open session.
- (K) The Council shall make a motion and render its decision, directing the City Attorney, or designee, to draft the written decision.

## **7. Duties and Privileges of Media and Citizens**

### **7.1 Media Representation:**

Seating space shall be provided for the media at each public meeting. The media shall also be provided with a packet containing the background information provided to the Council.

### **7.2 Meeting Participation:**

Citizens are welcome at and encouraged to attend all Council meetings. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker a citizen, Councilmember or staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting. Cell phones will be silenced and not used for phone calls during council meetings.

### **7.3 Subjects Not on the Current Agenda:**

Under agenda item "~~Comments from Citizens~~Public Comments" citizens may address any item not already on the agenda. They shall first obtain recognition by the Chair, stand at the podium, state their name, address and subject of their comments. The Chair shall then allow the comments, subject to a three-minute limitation per speaker and five-minute limitation per speaker representing a group or organization, or other limitations as the Chair may deem necessary. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council committee for action or investigation and report at a future meeting.

#### **7.4 Public Comments and Suggestions to Council:**

When citizen comments or suggestions unrelated to the agenda are brought before the City Council, the Chair shall first determine whether the issue is legislative or administrative in nature and then:

- (A) If the issue is legislative, and comments on the letter or intent of a legislative act or is a suggestion for changes to such an act, and if any Councilmember suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, City Administration, City Attorney or the Council as a whole for study and recommendation.
- (B) If the issue is administrative and comments on administrative staff performance, administrative execution of legislative policy or administrative policy within the authority of the City Administrator, the Chair should then refer the complaint directly to the City Administrator for his/her review if the complaint has not yet been reviewed. The City Council may direct that the City Administrator report to the Council his/her response and resolution.

#### **7.5 Personal and Slanderous Remarks:**

Any person making personal, offensive, impertinent or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the meeting and may be barred from further audience participation before the Council during that Council meeting by the Mayor.

Any councilmember making personal, offensive, impertinent or slanderous remarks to a member of the audience, city staff member or another councilmember will be asked to refrain. If the remarks continue he/she may be asked to leave the meeting.

#### **7.6 Written Communications:**

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council had control at any time. The written communication may be submitted by direct mail, e-mail, text message or by addressing the communication to the City Clerk who will distribute copies to the Mayor and Councilmembers. The communication will be entered into the record without the necessity for reading as long as sufficient copies are available to members of the audience/public.

#### **7.7 Video Recording of Public Meetings:**

All public meetings of the City of Orting, including but not limited to regular and special meetings of the City Council, committee meetings and commission and board meetings may be recorded by members of the public, including members of the media. The City reserves its right to place restrictions on the location of all recording equipment, so as to ensure the recording equipment does not pose a safety hazard, and that the recording does not hinder the public's attendance or disrupt the decorum

of the meeting. Failure to comply with the City's request to move recording equipment may result in expulsion from the meeting.

In order to preserve the decorum of the ~~regular and special~~regular, special, and committee meetings of the City Council, all recording equipment shall be placed ~~south of the kitchen door at the Multipurpose Center,~~ in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting.

~~At Committee meetings located at the Public Safety Building, all recording equipment shall be placed at the end of the first row on the west side of the meeting space in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting, and shall be placed at the northwest corner of the room at the Multipurpose Center Conference Room. The Committee Chair (or his or her designee) may proscribe an alternative location for placement of recording equipment, so long as the location does not pose a safety hazard, does not hinder the public's attendance and does not disrupt the decorum of the meeting.~~

## **8. Filling Council Vacancies and Selecting Deputy Mayor**

### **8.1 Notice of Vacancy:**

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

### **8.2 Application Procedure:**

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

### **8.3 Interview Process:**

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

### **8.4 Selection of Councilmember:**

The Council may recess into executive session to discuss the qualifications of all candidates. Nominations via a motion, voting and selection of a person to fill the

vacancy will be conducted during an open public meeting. If no motion is made, none of the candidates shall be selected.

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

### **8.5 Selecting Deputy Mayor:**

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

## **9. Committees and Commissions**

### **9.1 Citizen Committees, Boards and Commissions:**

The Council will create committees and commissions to assist in the conduct and operation of city government with such duties as are consistent with the Orting Municipal Code.

### **9.2 Types of Committees:**

There shall be four types of committees in the City of Orting.

- (A) Standing Committees. Such committees will be established to conduct business by the Deputy Mayor plus one council member and the mayor when delegated to the legislative body and approved by the council.
- (B) Ad Hoc Committees. Such Council Advisory Committees are to investigate a specific subject and report back to the City Council. Such a group may be chaired by a council-member. Typically, such a Committee would focus on a policy issue or legislative matter.
- (C) Citizen Advisory Commissions. Such groups are formed to promote citizen participation on a particular subject and provide guidance on community views on a subject to the Council, for example Parks and Planning Commissions.
- (D) Mayor's Committee. Such Committees are formed to investigate a specific operational issue and report back to the Mayor and City Council. It may be chaired by a —councilmember or the Mayor.

### **9.3 Membership and Selection:**

Membership and selection of members shall be as provided by the Mayor or designee and confirmed by the Council. Any committee or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. Committees so appointed shall have

advisory powers to the Council except as otherwise specified in the Orting Municipal Code (OMC).

#### **9.4 Committee Meetings:**

Committees shall establish a regular time, date location for their meetings. The City Clerk will maintain a list of committee meeting times, dates and locations. Committees may make recommendations for action to the Council as a whole. Councilmembers who do not serve on a committee with questions or concerns about an agenda item, are responsible to contact staff or a committee member prior to the meeting to express their concern or need for additional information.

#### **9.5 Committee Records:**

Draft summaries of each meeting will be prepared by a committee member or the staff assigned to the committee by the City Administrator and distributed to each Councilmember. Verbal reports may be given at Regular and Special Council meetings as requested by a committee member, the committee chair, the Mayor or any member of the Council.

#### **9.6 Open Public Meetings Act:**

The City Council Committees shall comply with the state's "Open Public Meetings Act."

#### **9.7 Removal of Members of Boards and Commissions:**

The Mayor may remove any member of any commission based upon the following criteria.

- (1) Parks Advisory Board: ~~—~~Three consecutive unexcused absences will result in automatic removal. (OMC 2-5-2)
- (2) Planning Commission: The mayor may remove after a ~~—~~public hearing and with approval by the council. (OMC 2-1-3)
- (3) Civil Service Commission: Any member of the commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause. (RCW 41.12.030)

### **10. Public Records**

#### **10.1 Public Records:**

Records created or received by the Mayor or any Councilmember should be transferred to the City Clerk for retention by the City in accordance with the Public Records Act, Chapter 42.56 RCW. Public records that are duplicates of those received by, or in the possession of the city, are not required to be retained. Questions about



whether or not a document is a public record or if it is required to be retained; should be referred to the City Attorney.

## **10.2 Electronic Mail:**

Electronic communications that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute public records.

## **10.3 Open Public Meetings Act Regarding Electronic Mail:**

E-mails between elected officials of a governing body can implicate the Open Public Meetings Act. If discussing city business with a fellow Councilmember via e-mail, it can constitute a meeting and all the requirements for a public meeting would have to be met or a violation of the Act could occur.

# **11. Council Travel Policy**

## **11.1 Applications:**

The provisions of Chapter 42.24 RCW and the Budgeting, Accounting, and Reporting Systems (BARS) manual prescribed by the Washington State Auditor's Office apply. The City of Orting reimburses its elected or appointed officials for reasonable travel, subsistence and related expenses incurred conducting City business provided the expenses are prudent and directly related to the individual's service on behalf of the City.

## **11.2 Administration:**

The ~~City Treasure~~Finance Director administers the travel and expense reimbursement program, designs and distributes forms and instruction and carries responsibility for review of claims. Claims will not be allowed without a detailed account of monies spent certified by the individual making the claim as required by the Division of Municipal Corporations in the Office of the State Auditor.

## **11.3 Documentation:**

Claims for personal reimbursement must be made on official forms, be accompanied by the vendor's original receipt or bankcard charge slip showing the date, vendor imprinted name, amount paid and the items/services received, and must be certified correct and signed by the individual seeking reimbursement.

In addition to the documentation above, claims for business related meals require the following documentation:

- (A) The names of the individuals participating.

- (B) Their official title or capacity as it relates to city business.
- (C) The nature of the topics discussed, nature of the occasion, what public purpose or policy was being served (and/or copy —of agenda).

#### **11.4 Council Retreats/Executive Team Retreats:**

The reasonable cost of necessary food and beverages while conducting a City retreat is authorized for reimbursement.

#### **11.5 Service Awards Ceremonies:**

Expenditures for reasonable refreshments served and awards given are eligible for reimbursement.

#### **11.6. Transportation Expenses:**

Public officials are to exercise prudent judgment in incurring travel expenses on official City business. Excessive or unnecessary expenses will not be reimbursed or paid for by the City.

Authorization of travel is to be exercised through the use of the current budget. Reasonable transportation expenses for approved travel will be reimbursed. The most direct and ~~cost-effective~~cost-effective mode of transportation will be the basis for the reimbursement. Out-of-state travel must be approved by the City Council. In-state travel means travel within the state of Washington. In special or unusual circumstances, arrangements will be made to accommodate unique transportation requirements.

#### **11.7 Meals:**

Based on recommendations from the State Auditor's Office, the City uses the following guidelines in determining the use of public funds for expenditures for food and beverages:

- (A) Name of the consumer.
- (B) Nature of the occasion for the consumption.
- (C) Public purpose or policy objective was served.
- (D) The expenses are consistent with the policy authorizing reimbursement.

#### **11.8 Local Business Meals:**

Meals (including snacks) between City public officials/employees will not normally be reimbursed. It is expected that City business between City public officials/employees can, for the most part, be conducted on City premises during normal work hours.

### **11.9 Meetings through Mealtimes:**

The City recognizes that there are occasions when it may be necessary for a group of public officials and/or employees to work through a meal in order to meet a deadline or to keep a group convened in order to accomplish the task. To be considered for reimbursement as a working meal, the meeting must span over a three-hour period, which includes the group's normal mealtime.

### **11.10 Business Meals between City Employees and Non-City Employees:**

The practice of the City providing meals to non-city employees is discouraged. However, for directors and above, the City recognizes that there are situations where non-city employees provide an unpaid service to the City during a mealtime. The costs of meals while conducting City business with persons other than City employees either locally or out of town are authorized for reimbursement subject to the limitations described in this document.

### **11.11 Meals While On Authorized Travel Status:**

Per Diem shall be used for meals while out of town on city business. Out of town means the one-way travel distance is greater than 40 miles from the city and overnight stay is required. Per Diem for meals shall be at the rate in effect at the time of travel for the specific area or locality. The maximum allowable rate shall be those in effect by the State of Washington, Office of Financial Management.

### **11.12 Non-Reimbursable Expenditures:**

Unauthorized expenditures include, but are not limited to, liquor, expenses of spouse, guests or other persons not authorized to receive reimbursement under this policy or state regulations. Situations not specifically addressed above will be reviewed by the City Administrator for propriety.

### **11.13 Lodging:**

Hotel/motel accommodations for public officials/ employees attending out-of-town functions on city business are acceptable. Lodging expenses shall be reimbursed at actual costs, as evidenced by a receipt, up to the specific daily maximum allowable lodging rate in effect at the time of travel for the specific area or locality. The maximum allowable lodging rates shall be those in effect by the State of Washington, Office of Financial Management.

The cost of accommodations should be requested by purchase order and billed directly to the City by the vendor whenever possible. If advance payment is required, a purchase order will be prepared and the lodging registration will serve as supporting documentation for the claims check issued to the vendor. A vendor's receipt for these expenditures is required in all cases. In some situations, the maximum allowable

lodging amount may not be adequate and the City Administrator may approve payment of lodging not to exceed 150% of the applicable maximum per diem amount.

#### **11.14 Non-Allowable Expenses:**

Certain travel expenses are considered personal and not essential to the transaction of official city business and therefore not reimbursable. Such non-reimbursable expenses include, but are not limited to: Baggage checking, valet services, laundry services, entertainment expenses, radio or television rental, transportation to or from places of entertainment, costs of personal trip insurance, medical and hospital services, personal toiletry articles, barber or hairdresser, personal postage or reading materials, expenses of a spouse or other family member, mileage allowance for commuting to regular, special, and committee meetings of the City Council, expenses on a personal car, meal expenses for formal meetings of City Council committees, fines for violation of motor vehicle laws.

### **12. Suspension and Amendment of These Rules**

#### **12.1 Suspension of These Rules:**

Any provision of these rules not governed by state law or the Orting Municipal Code may be temporarily suspended by a vote of a majority of the Council.

#### **12.2 Amendment of These Rules:**

These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

#### **12.3 Conflict:**

In the event of a conflict between the City Council Rules of Procedure and other rules adopted by resolution of the Council, these City Council Rules of Procedure shall prevail to the extent of the conflict. In the event of a conflict between these City Council Rules and state law, state law shall prevail to the extent of the conflict.

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DESIGNATING THE NEWS TRIBUNE AS  
THE OFFICIAL CITY NEWSPAPER.**

**IT IS HEREBY RESOLVED** by the Council of the City of Orting, Washington as follows:

Section 1. The News Tribune is hereby designated to be the official newspaper of the City of Orting.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 28th day of February, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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Charlotte Archer, City Attorney  
Inslee Best, PLLC



**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>  Rainier Communication Commission (RCC) Interlocal Agreement.	<b>AB24-16</b>	<b>CGA</b>		
		<b>2.7.2024</b>	<b>2.21.2024</b>	
	<b>Department:</b> Administration			
	<b>Date Submitted:</b> 1.31.2024			
<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>		Spring 2024 Ratification		
<b>Submitted By:</b>		Scott Larson		
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Original 1992 ILA; Proposed Replacement ILA				
<b>SUMMARY STATEMENT:</b> The Rainier Communications Commission, established in 1992, supports competition in cable TV services in Pierce County and manages Pierce County Television (PCTV). Over the last 30 years, there have been significant shifts in cable services and customer expectations. The highlights of ILA's proposed updates include:				
<ol style="list-style-type: none"> <li>1. Broadening its scope to include other communication forms like broadband.</li> <li>2. Revising its structure and governance, aligning public records with current laws, clarifying the Administering Member's (Pierce County) responsibilities, and defining the board's authority over the Manager.</li> <li>3. Modifying the services available to non-members from PCTV.</li> <li>4. Updating membership terms and procedures for asset distribution upon member withdrawal.</li> <li>5. Clarifying ownership of creative content.</li> </ol>				
The ILA's dues structure and membership remain unchanged.				
<b>RECOMMENDED ACTION: <u>Action:</u></b>  Move forward to regular business meeting on February 28 <sup>th</sup> , 2024 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>  To Authorize the Mayor to Sign the Rainier Communications Commission Interlocal Agreement for cable television and communication services.				

**INTERLOCAL AGREEMENT**  
For  
Rainier Communications Commission

This Interlocal Agreement (Agreement) is entered into on the date signed by the last Member (the “Effective Date”), by and between Pierce County, a municipal corporation organized under Title 36 RCW (the “County”) and the Cities of DuPont, Fife, Orting, Puyallup, Ruston, Sumner, and University Place, each a municipal corporation organized under Titles 35 and 35A RCW, and any municipal corporation organized under Title 35 or 35A RCW to join this Agreement hereafter (together, the Members).

WHEREAS, the Members first entered into an interlocal agreement for cable television and communication services in 1992, establishing the Rainier Cable Commission; and

WHEREAS, the stated purpose of the Rainier Cable Commission was to provide superior cable television services, lower rates to users, foster competition within the cable industry for the purpose of network expansion and channel capacity and make available better and more diverse services to users; and

WHEREAS, since its establishment in 1992, the functions of the Rainier Cable Commission, also known as the Rainier Communications Commission, have expanded to include additional functions such as the management of Pierce County Television (PCTV), formerly known as Regional Media Center, the Government Access television producer for the Members, and cooperative negotiation of cable franchising; and

WHEREAS, since 1997, the Rainier Communications Commission has had a partnership with two-year colleges in Pierce County, providing oversight of the College Vision channel for two-year college educational programming; and

WHEREAS, the Members are authorized by RCW 36.55.010, 35.99.020 and 35A.21.245 to execute franchise agreements with cable service providers for use of rights-of-way; and

WHEREAS, the Members are authorized by 47 USC § 531 to establish requirements in a franchise for the designation or use of channel capacity for public, educational, or government use only; and

WHEREAS, the historical cooperation of the Members through the Rainier Communications Commission has demonstrated that franchise negotiation and government access television programming can be accomplished more efficiently and effectively through joint operation; and

WHEREAS, since its establishment in 1992, the functions of the Rainier Communications Commission have changed to adapt to modern developments in the cable, broadband and telecommunications industries; and

WHEREAS, the Members believe that updating the Interlocal Agreement between them to accurately reflect the purposes and functions of the Rainier Communications Commission will

clarify the powers and duties of the Rainier Communications Commission and improve service delivery and efficiency; and

WHEREAS, the Members are authorized by Chapter 39.34 RCW to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, in consideration of their mutual promises set out in this Agreement, the Members agree as follows:

## **1. Purpose and Scope:**

- 1.1. The above recitals are hereby incorporated into and made a part of this Agreement.
- 1.2. This agreement repeals and replaces all prior Agreements with respect to the Rainier Cable Commission, also known as the Rainier Communications Commission.
- 1.3. The purpose of this Agreement is to create and operate a joint undertaking, known as the Rainier Communications Commission (RCC), for: (A) the provision of public, education and government (PEG) broadcasting over cable systems; (B) the development and sharing of expertise and information related to telecommunications, broadband, cable television, and policy changes at the federal, state and local levels; (C) upon request of a Member, to negotiate and obtain franchise and other agreements with cable television and broadband companies; (D) the production of video and shared-use communication systems between participants to this agreement; (E) and to advise participants to this Agreement regarding public, education and government communication services, including video, voice, over the top, small cell wireless, and data services on the cable systems serving the participants to this Agreement.
- 1.4. The Members agree to create a joint and cooperative undertaking, the RCC, responsible for administering the activities described herein.
- 1.5. The Members and the RCC shall be governed by this Agreement.

## **2. Definitions:**

The terms used in this Agreement are defined as follows:

- 2.1. Administering Member: The Administering Member shall be the entity providing the largest amount in RCC funding. The Administering Member shall be responsible for fulfilling the obligations and duties set forth in Section 5 of this Agreement.
- 2.2. RCC: The RCC is the joint board described in this Agreement and shall provide policy advice and recommendations to the parties to this Agreement pursuant to RCW 39.34.030(4). The joint board shall have the duties and authorities as further stated herein.
- 2.3. RCC Staff: RCC Staff shall be employees of the Administering Member. Supervision of RCC Staff shall be solely the responsibility of the Administering Member. RCC Staff's intended role is to assist the Commission to fulfill the purpose and scope of this interlocal agreement.
- 2.4. Member: A signatory to this Agreement that has full rights, privileges, and responsibilities as outlined in this Agreement. Only public agencies, as defined by RCW 39.34.020, may join as members.
- 2.5. Non-Voting Member: An additional entity that may sit on the RCC as a non-voting member. Non-Voting Members shall have no rights, privileges, or responsibilities under this Agreement.



2.6. Service Agreement: An agreement between the RCC and an individual Member, when that Member wants additional services.

### 3. **Structure of RCC:**

- 3.1. Commission Members: This Agreement shall establish a joint board (hereinafter “RCC” or “Commission”), pursuant to RCW 39.34.030(4) consisting of:
- A. Two persons appointed by the Administering Member.
  - B. One person appointed by each Member, regardless of size.
  - C. Additional entities may sit on the RCC as non-voting members if approved by a simple majority of the Commission. Such non-voting members have no rights or privileges under this ILA.
- 3.2. Alternates: Members shall designate alternate representatives to serve in the place of the Member’s regular representative during an absence from any meeting. Notice of the designation of an alternate representative shall be provided to the RCC Chair and RCC staff in writing, which allows the alternate representative to vote. It is not intended that alternates will serve on the Commission on an ongoing capacity.
- 3.3. Term: The term of a representative shall be effective upon appointment by the Member. Representatives shall serve on the Commission for a term of one year and may be reappointed at the discretion of the appointing Member.
- 3.4. Meetings: The Commission shall establish a regular time and place of public meeting. The Commission shall meet at minimum twice annually. RCC staff shall serve as clerk of the Commission including, but not limited to, preparing agendas, meeting notices, meeting minutes, and staff presentations. Meetings of the Commission shall be conducted in compliance with the Washington Open Public Meetings Act (Chapter 42.30 RCW).
- 3.5. By-Laws: The Commission shall adopt by-laws that determine the frequency of meeting, leadership positions, and rules of procedure.

### 4. **Functions & Duties of RCC:**

- 4.1. Policy Research & Recommendations: The RCC shall meet as often as necessary to fulfill the duties and exercise the authority delegated under this agreement and provide policy, research, and recommendations to the Members related to cable service, programming, and access, including, but not limited to:
- A. Recommendations for the development and distribution of state-of-the-art cable, broadband, and wireless services at the lowest price to Member jurisdictions;
  - B. Providing a forum of communication and consultation between the Members which may facilitate joint operations, such as expenses, data, expertise, experiences, and plans for cable television and broadband matters; and
  - C. Providing information and recommendations to the Members with regard to the obligation of cable operators under federal, state, and local laws.
- 4.2. Production and Programming: The RCC shall provide for the Members the production of video programming for educational and governmental purposes through the operation of Pierce County Television (PCTV) as provided in the budget.
- A. The RCC is also authorized to provide additional services to individual Members at current rates and costs.
- 4.3. Franchise Agreements: The RCC shall provide a model cable television franchise agreement on a schedule determined by the Commission and provide a forum for

cooperation on cable franchising. The Commission may request contracts for special legal counsel only for the purpose of drafting model cable television franchise agreements.

- 4.4. Fiscal: The RCC shall develop a proposed RCC budget and recommend approval of the budget by the legislative authority of the Administering Member. The RCC is authorized to approve expenditures within the budget, approve changes to the capital asset plan and service pricing.
- 4.5. RCC Staffing: The RCC budget shall provide funding for RCC staff, which shall be employed by the Administering Member. The Commission shall consult with and provide direction to the Administering Member with respect to the services to be performed by RCC staff. Notwithstanding any other provision in this Agreement, it is intended that RCC staff will, at a minimum, perform the services and functions that are funded in the adopted RCC budget.
- 4.6. Services to Nonmembers: The Administering Member shall execute agreements on behalf of the RCC to provide RCC services to external nonmembers and non-voting members (Contracting Parties). The RCC will set the rate for services to nonmembers at a minimum percent above Member costs, as set annually by RCC. Capacity to provide production services to Contracting Parties shall be made at the discretion of the Administering Member, with the understanding that services to Members take priority. Notwithstanding the foregoing, the Commission shall have the authority to make the initial decision to provide production services to nonmembers. RCC services may only be provided to the following Contracting Parties:
  - A. Public agencies, as defined by RCW 39.34.020, located entirely or partially within Pierce County; and
  - B. Other organizations, as approved by the Commission.
- 4.7. If the Administering Member determines that expenditures, requests for services, or other decisions made by the Commission are not legally, financially, or logistically feasible, or are otherwise not in the best interest of either the RCC or Administering Member, the Administering Member shall bring those concerns to the Commission for reconsideration. The Administering Member shall not be obligated to perform any services or execute any contracts that it finds unacceptable.

## **5. Functions & Duties of the Administering Member:**

- 5.1. Administering Member: The Administering Member shall be the entity providing the largest amount in RCC funding, as described in Section 2.1. In the event the current Administering Member withdraws, the Commission shall, by resolution, designate another Member to this Agreement as the party responsible for acting as the Administering Member, upon approval of the legislative body of the proposed new Administering Member.
- 5.2. The Administering Member shall operate Pierce County Television (PCTV) to produce video programming for educational and governmental purposes for Members or Contracting Parties consistent with the budget and the terms of any individual Service Agreements. The Administering Member shall:
  - A. Engage in the creation of Education and Government (EG) access programming.
  - B. Exercise control of all cable channels, video transmission lines, facilities, and equipment made available and necessary for video operations, as described in the Administering Member's cable franchise agreement. This includes PCTV, a city channel (UPTV/TV Tacoma), and College Vision for 2-year colleges.

- C. Enter into Service Agreements as necessary with any Member electing to utilize PCTV services over and above their share as represented in the budget. The Administering Member in consultation with the Commission shall provide a menu of service and costs at least biennially.
  - D. Enter into service agreements, on behalf of RCC, with external Contracting Parties as described in Section 4.6.
- 5.3. The Administering Member shall contract for additional services, as needed, on behalf of the RCC, including use of outside consultants. Contracts executed by the Administering Member on behalf of the RCC must comply with the Administering Member's normal procurement procedures and requirements.
  - 5.4. The Administering Member shall maintain appropriate records supporting the costs incurred by the Administering Member which are to be reimbursed pursuant to Section 8.4(D) of this Agreement.
  - 5.5. The RCC budget cycle shall match that of the Administering Member. The Commission shall approve a preliminary budget which will then be forwarded to the Administering Member for inclusion in the Administering Member's budget. The Commission shall be notified, during the budget process, if items recommended for approval are denied and the Commission shall be given an opportunity to reconsider and adopt replacement budget items.
  - 5.6. The Administering Member shall maintain a record of capital assets and establish a capital asset plan and a replacement schedule.
  - 5.7. The Administering Member in consultation with the Commission shall be responsible for development and administration of the RCC budget, and maintaining RCC accounting and other finances. Changes to the budget, capital asset plan and service pricing shall be approved by the Commission. Dues shall be set by the Commission.
  - 5.8. The Administering Member employs the RCC staff and is responsible for all HR processes including hiring, firing, and disciplinary actions, of which the RCC Chair shall be notified and consulted. RCC Staff shall be regular employees of the Administering Member, with compensation and benefits set by the Administering Member. The RCC Manager shall be confirmed by the Commission prior to final appointment.
  - 5.9. The Administering Member shall provide access to a broadband head end, office space, studio space, equipment storage, and production vehicle parking. The Administering Member shall provide other services as allowed in the RCC budget and as requested by the Commission.
  - 5.10. The Administering Member shall receive and process cable complaints for Members, as allowed in the Cable Act and prescribed in the Members' franchises. The Administering Member shall also work with Cable Providers to resolve customer complaints on behalf of the RCC. Cable customers must live within the boundary of an RCC jurisdiction.

## **6. Termination & Withdrawal:**

- 6.1. Termination: This Agreement shall continue until terminated by unanimous consent of the Members by December 31 of a given calendar year.
- 6.2. Property Distribution: Upon termination of this Agreement, any money or asset derived from the payment of dues or fees under this Agreement, including operations and capital fund balances, and held by the Administering Member shall, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, be returned

to all contributing Members in proportion to their assessment determined at the time of termination.

- A. RCC Fund Property: All items of RCC property which are purchased by the Administrative Member or other Member, the cost of which is reimbursed or paid with monies from the RCC Fund, shall, if not consumed in the proper and ordinary course of carrying out the activities and services authorized by this Agreement, be joint property of the Members to be disposed of upon termination of this Agreement.
  - B. Creative Property: Members maintain ownership of all their creative property (for example raw video, finished videos, meetings on the RCC server and online archive), and that creative property will be returned to the Member(s) upon Withdrawal or Termination.
- 6.3. Withdrawal: Any Member shall have the right to withdraw from this Agreement by giving written notice to the RCC Chair and RCC Staff no later than June 1<sup>st</sup> of the year in which withdrawal will occur and such withdrawal will be effective as of December 31<sup>st</sup> of that year. Regularly scheduled dues and fees will be collected until December 31. Upon withdrawal, a Member shall return any RCC Property within a reasonable time.

## **7. Dues and Fees:**

- 7.1. Members shall annually pay membership dues in the amount of one-half of one percent (0.5%) of any cable franchisee fee collected by the Member. This is for operational costs.
- A. The annual period for which membership dues are payable shall be January 1 to December 31 of each year. Membership dues shall be billed and paid quarterly.
  - B. For the initial year in which any party subsequently joins this Agreement, the quarterly membership dues shall begin with the current quarterly billing cycle.
- 7.2. Each Member shall make capital contributions (Capital PEG) in the amount as provided in the cable franchise agreement, collected from cable franchisee's gross cable revenues, which are collected by that Member, paid quarterly.
- 7.3. Each Member shall pay a matching operations fee (Operations PEG) in the amount of the Capital PEG contribution collected from cable franchisee's gross cable revenues, which are collected by that Member, paid quarterly.
- 7.4. An RCC Member joining only for legislative and policy services, not video services, may do so by paying quarterly membership dues. PEG fees will not apply.
- 7.5. RCC receives some funding from additional cable franchises, including but not limited to Rainier Connect, formerly Click, and YCOM, as described in those franchises.
- 7.6. The Administering Member is responsible for calculating the annual dues owed by each Member and providing to each Member supporting documentation. In the event of a dispute as to the correct amount of the annual dues payable by a Member to this Agreement, unless objected to in writing by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the annual dues payable by such Member with the decision rendered to be final and binding.

## **8. RCC Accounting:**

- 8.1. Rainier Communications Commission (RCC) Fund: A special fund, identified as the Rainier Communications Commission Fund (RCC Fund) shall be created by the Administering Member, into which (A) all annual dues and operations fees, (B) interest and income from investment of Fund deposits, (C) gifts and donations to the RCC Fund, (D) and monies received pursuant to a Service Agreement shall be deposited. RCC Fund

shall be a special fund, kept separate from the Administering Member's general fund. Expenditures, including accounts payable and receivable, from the RCC Fund shall be used exclusively for the purposes specified in this Agreement, any Service Agreement, and as authorized and set forth in the approved budget.

- 8.2. Restricted Capital Fund. The Administering Member shall maintain a separate restricted Capital Fund into which shall be deposited the capital PEG contributions of each Member as provided as Section 7.2 of this Agreement. Expenditures from the Member Capital Fund shall be used for equipment and other capital needs authorized by this Agreement.
- 8.3. Surplus Funds: Any unspent and unencumbered funds at the end of the fiscal period will become part of the RCC fund balances. There shall be separate fund balances for the RCC Fund and the Restricted Capital Fund.
- 8.4. Budgets: Operating (RCC Fund) and Capital (Restricted Capital Fund) budgets shall be authorized on a biennial basis unless and until the Administering Member changes the frequency. The Administering Member shall develop an operating budget of proposed programs and services to be funded from the monies in the RCC Fund. The Administering Member shall develop a capital budget of proposed capital expenditures to be funded from monies in the Restricted Capital Fund. The RCC Fund and the Restricted Capital Fund budgets shall be included in the Administering Member's budget.
  - A. The Administering Member shall allocate to each Member video programming and production services in proportion to their share of the total budget allocated to said purposes.
  - B. The proposed budgets shall be considered by the Commission and recommended to the legislative body of the Administering Member for appropriation. The RCC Board shall be notified during the Administering Member's budget process if any items recommended for approval are denied or modified, giving Members an opportunity to discuss or recommend further changes.
  - C. Budget amendments shall be proposed by the Administering Member, considered by the Commission, and recommended for appropriation in the same manner as that described in Section 5.7.
  - D. The Administering Member shall be entitled to reimbursement of its actual and reasonable operational costs incurred in the administration of the RCC Fund, and the collection of annual dues from Members, which shall be reimbursed monthly from the RCC Fund and included in the budget.
  - E. If the legislative body of the Administering Member fails to approve the proposed RCC budget, and fails to resolve the issue to the satisfaction of the Commission, that would be considered a material breach of this Agreement which may be remedied by withdrawal of the Administering Member.

## **9. Public Records:**

- 9.1. Members shall be responsible for retaining the records they create, own, or use, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section is intended to require a Member to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW), other than as provided for herein. Parties shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records in connection with this Agreement. Nothing in this Section is intended to require a Member to collect or produce records it does not have.

- 9.2. Upon receipt of a request for records pertaining to the RCC, a Member shall timely respond and produce any responsive documents it prepared, owned, used, or retained, consistent with the Public Records Act. If the request asks for records not in the possession of that Member, but likely in the possession of another Member, the Member that received the request shall inform the requestor it does not have the records and inform the requestor which Member likely does have the records.
- 9.3. The Administering Member shall be responsible for retaining and producing records in its possession that relate to RCC activities (RCC Records). RCC records may include, but are not limited to, Commission agendas, meeting summaries, reports, plans, proposed budgets, and other related documents.
- 9.4. Each Member shall indemnify and hold the other Members to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses, including reasonable attorney's fees and costs, arising from a public records request (collectively "Claims"), to the extent attributed to the indemnitor party's acts. This obligation to indemnify and hold the other Members harmless shall survive termination of this Agreement.

#### **10. Additional Parties:**

- 10.1. Additional public agencies, as defined by RCW 39.34.020, may join this Agreement as Members or Non-Voting Members, at any time upon proper adoption consistent with RCW 39.34.030.
- 10.2. Upon approval by the Commission, new Members shall be assessed the quarterly membership dues and PEG fees, as described above. Upon payment, the Commission shall add the new Member pursuant to Section 3.1 of this Agreement.

#### **11. General Terms & Conditions:**

- 11.1. Release of liability: It is acknowledged and agreed that the Members in this Agreement are undertaking a joint and cooperative effort to accomplish a common goal, and that no Member shall be liable to any other Member for the negligent act or omissions of any such Member or its respective officers, employees, or volunteers by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member releases and holds harmless any other Member and such Member's officers, employees, volunteers, agents, or contractors from any liability in the carrying out of any activity in connection with or arising out of this Agreement except to the extent of any gross negligence or intentional misconduct.
- 11.2. Ethics in public service: Each party to this Agreement, and each representative appointed to the Commission, shall comply with the Ethics in Public Service Act, RCW chapter 42.52, including but not limited to, the prohibition on receipt of prohibited gifts or payments and conflicts of interest.
- 11.3. Amendments: No amendment or modification of this Agreement shall be of any force or effect absent appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of all the participating Members as provided in Chapter 39.34 RCW.
- 11.4. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as

to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.

- 11.5. Interpretation: The terms and provisions of this Agreement shall be liberally construed to accomplish the purposes intended.
- A. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute part of this Agreement or act as a limitation on the scope of the particular paragraph or sections to which they apply.
  - B. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine, and neuter expressions are interchangeable.
  - C. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Members.
- 11.6. Applicable Law and Venue: This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of Washington State. The Parties agree that the venue for any legal action under this Agreement is Pierce County.
- 11.7. Attorneys' Fees: In any suit or action instituted to enforce any right granted in this Agreement, each party shall bear its own costs and attorneys' fees.
- 11.8. Extent of Agreement: This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.9. Notice: Any notice or communication required by this Agreement must be in writing and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. Notice to the RCC will be addressed to RCC staff and the Administering Member. Any notice to a Member will be sent to the address specified by the chief executive officer of the Member.
- 11.10. Assignment: No Member may sell, transfer, or assign any of its rights or benefits under this Agreement without RCC Board approval.

IN WITNESS WHEREOF, this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document, which may be executed in counterparts.

Approved and executed:

Name of Members:

Pierce County

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

Its: \_\_\_\_\_

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

City of Puyallup

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

Its: \_\_\_\_\_

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

City of University Place

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

Its: \_\_\_\_\_

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

City of Fife

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

Its: \_\_\_\_\_

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

City of Sumner

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

Its: \_\_\_\_\_

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

City of DuPont

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

Its: \_\_\_\_\_

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

City of Orting

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

Its: \_\_\_\_\_

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

City of Ruston

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

Its: \_\_\_\_\_

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



1 FILE NO. 80A / 51

PROPOSAL NO. R92-119

2 Sponsored by Councilmember Cathy Pearsall-Stipek

3 RESOLUTION NO. \_\_\_\_\_

4 A RESOLUTION OF THE PIERCE COUNTY COUNCIL APPROVING AND AUTHORIZING  
5 THE EXECUTIVE TO EXECUTE AN INTERLOCAL COOPERATION  
6 AGREEMENT FOR THE ADMINISTRATION OF CABLE TELEVISION  
7 FRANCHISES AND CREATING THE RAINIER CABLE COMMISSION.

8 WHEREAS, the Pierce County Council finds it to be in the best  
9 interest of the public to enter into an Interlocal Agreement with  
10 cities, towns, and counties within the State of Washington for the  
11 purpose of administrating cable television franchises; and

12 WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Act,  
13 authorizes the formation of such a commission; NOW, THEREFORE,

14 BE IT RESOLVED by the Council of Pierce County:

15 Section 1. The Interlocal Cooperation Agreement for the  
16 administration of cable television franchises and creating the  
17 Rainier Cable Commission, as set forth in Exhibit "A", attached  
18 hereto and made a part hereof by this reference, is hereby approved  
19 and the Executive is authorized to execute it on behalf of Pierce  
20 County.

21 PASSED this 25<sup>th</sup> day of August, 1992.

22 ATTEST:

PIERCE COUNTY COUNCIL  
Pierce County, Washington

23 Sandy Bassett, Acting  
24 Clerk of the Council

[Signature]  
Council Chair

25 Approved As To Form Only:

26 [Signature]  
27 Chief Civil Deputy  
28 Prosecuting Attorney

**RAINIER CABLE COMMISSION**  
**INTERLOCAL CABLE TELEVISION**  
**AND COMMUNICATION SERVICES COOPERATION AGREEMENT**

This document sets forth the general terms and conditions which are to be incorporated in and become a part of the agreement between the local jurisdictions electing to participate and become a party hereto.

WHEREAS each party signing this Agreement has the authority and responsibility to issue and oversee cable television franchise agreements; and

WHEREAS appropriate measures should be taken at all levels of government that will have as their goals the expansion and providing of the best cable television service at the lowest rates to users; the implementation and adoption of strategies that will foster full competition in all market areas within cities and towns and throughout Pierce County, and that will encourage development of new networks, expansion of channel capacity and the implementation of new technology to make available better and more diverse services to users; and

WHEREAS each party joining in this Agreement wishes to cooperate with other governments and thereby to provide its citizens the best possible cable television oversight, regulation, and community programming services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of cable television in its respective community; and

WHEREAS it is apparent that Pierce County and the cities and towns in the County need to pool information and resources in order to more effectively deal with issues pertaining to cable television and that the creation of the Rainier Cable Commission as an advisory cable television commission is an appropriate mechanism to assist the parties in undertaking such a cooperative effort;

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it hereby agreed as follows:

THIS AGREEMENT is made by and between the undersigned governmental entities (hereafter referred to as "Parties," "Members," or "Local Jurisdictions"). This Agreement is made pursuant to the Interlocal Cooperation Act, RCW 39.34, et seq., and the General Laws of the State of Washington. This Agreement shall take effect upon the date of its filing with the Secretary of State in accordance with the provisions of RCW 39.34.040, after the Agreement has been executed by at least two Local Jurisdiction Members.

Section 1. General Purpose.

The purpose of this Agreement is for the participating parties (hereafter referred to as "Parties, Members or Local Jurisdictions") to cooperate in developing and sharing expertise and information related to cable television; the negotiation and obtaining of franchise and other agreements with cable television companies which will best serve the public interest; the planning and development of shared use of communication systems between members; and to advise Members regarding public, education and municipal communication services, including video, voice and data services on the cable systems serving the Local Jurisdiction Members; the establishment of a mechanism and process for funding; and the creation of an advisory commission ("Rainier Cable Commission") to assist and provide guidance in the implementation of the purposes of this agreement, in the allocation of funding therefor, and in the scope of services to be provided by the City of Tacoma, by other Members, or by outside consultants.

Section 2. Establishment of Commission.

A. Establishment of Rainier Cable Commission. A joint advisory commission of the City of Tacoma, the County of Pierce, and of those Washington cities, towns and counties who become parties to this agreement is hereby established to serve as an advisory body to the Members, to be known as the "Rainier Cable Commission" and hereafter referred to as the "Commission."

B. Functions of Commission. The functions of the Commission shall be as follows:

1. Endeavor through research and cooperation with a wide spectrum of public and private entities to develop expertise in the cable television field, and share this expertise and information with its members. This endeavor shall include but is not limited to research on the magnitude of non-competitive cable service being provided, any failure of television cable companies to comply with the terms of their franchise agreements, the effects thereof, and the development of recommended strategies that will foster the providing of state-of-the-art cable services at the lowest price to users, which strategies may include municipal ownership and operation.
2. Develop and maintain a central data bank and make available expert advice to each Member on cable television matters.
3. Study and advise each Member regarding an exercise of that jurisdiction's cable television franchise powers and advise and assist in the preparation and enforcement of franchises and related agreements or ordinances upon request.
4. Take specific action on behalf of individual Members as authorized or to recommend specific actions for individual Members

to take in regard to the provision of cable television services and to the regulation and oversight of cable television activities and operators.

5. Provide a forum for intercommunication and consultation among the Members and to provide an opportunity for joint sharing of the expenses, data, expertise, experiences and plans of each of the Members on cable television matters.

6. If requested by a Member, provide, through staff or consultants to be made available under this Agreement, for the soliciting, reviewing and analyzing of cable television proposals, modifications, transfers and renewals and for negotiating the proposed franchise terms with applicants, and for other actions relating to monitoring and enforcing cable operator compliance with cable franchises and related agreements.

7. Provide advice and recommendations as to agreements between Members for the production of programming for public and municipal purposes.

8. Provide information and advice to Members in regard to the obligation of cable operators under federal, state and local laws.

9. Prepare a model cable television ordinance and franchise agreement for consideration by each of the local jurisdictions and provide a means for the local jurisdictions to act jointly on cable television matters.

10. Recommend to the respective Members the manner in which supporting staff for the Commission should be provided, and make recommendations from time to time as to the employment of outside consultants in the providing of expert and technical services to Members.

11. Perform such other duties and functions as prescribed by this Agreement.

C. Representation. Representation on the Commission shall consist of the following:

1. Two persons appointed by the Mayor of Tacoma and confirmed by the Tacoma City Council.

2. Two persons appointed by Pierce County, one selected by the Pierce County Executive and one by the Pierce County Council.

3. One person each appointed by the governing body of each city or town in Pierce County or other Washington city, town or county which has executed this agreement.

4. Each representative may select respective alternate representatives who may attend all meetings and shall act in the absence of the primary representative. Each representative shall have one vote on any decision made by the Commission.

5. The appointment of a person to the Commission shall only be effective after the appointing authority shall have (1) adopted a resolution or ordinance authorizing execution of this agreement; (2) adopted a resolution or ordinance appointing such person or persons to the Commission; and (3) delivered a copy of such resolutions or ordinances to the other Members along with a copy of this agreement executed by the government's proper officer(s) pursuant to authority conferred by its governing body.

D. Term of Office of Representatives. The term of office of the representatives of the Commission shall be for two years and representatives may be reappointed in the discretion of the appointing jurisdiction. At the expiration of a term, a representative may continue to serve until a successor is appointed and assumes the duty of office. Only those jurisdictions which have executed this agreement may appoint representatives to the Commission or receive any of the services provided hereunder.

E. Termination of Membership. The term of any representative of the Commission shall automatically terminate upon the lapse or termination of this agreement as to the jurisdiction appointing such representative. Any Commission representative appointed may be removed prior to the expiration of the representative's term by majority vote of the legislative body of the appointing authority. Vacancies on the Commission shall be filled by the applicable appointing authority for the unexpired term.

F. Meetings of the Commission. Meetings of the Commission shall be conducted in compliance with the Washington State Open Public Meetings Act (RCW 42.30) as applicable. The Commission shall establish a regular time and place of meeting and shall hold at least six regular meetings a year. Special meetings of the Commission may be called at any time, subject to the requirements of applicable law and the procedures adopted by the Commission. The Commission shall adopt by-laws as soon as possible after its first organizational meeting, which shall, at a minimum, specify the following:

1. The frequency of regular meetings;
2. The methods and manner of calling special meetings;
3. The method, term and manner of election of officers;
4. The definition of a quorum; and
5. The designation of the depository and official custodian of the minutes and records of the Commission.

G. President and Vice President of the Commission. The Commission shall elect one of its representatives president and one of its representatives vice president. Each shall hold office for one year until his/her successor is elected, unless his/her term as a representative of the Commission sooner expires. The president and vice president shall be elected at the first meeting of the Commission in 1992, and thereafter election shall take place at the last regularly scheduled meeting of each year. In the absence or inability of the president to perform his/her duties as president, the vice president is authorized in his/her stead to perform and carry out all the duties and obligations of the office of president.

H. Organization and Procedure. The Commission may make and alter any rules and regulations governing its organization and procedures not inconsistent with this agreement or any applicable law. A majority vote of the representatives present will be required to take any action. The Commission shall keep an accurate record of its proceedings and transactions and shall submit an annual report to each Member. All minutes of the Commission meetings shall be filed with the Tacoma City Clerk or such other depository as approved by the Commission. Copies of the minutes shall be transmitted to each Member to the attention of the office or individual, as directed in writing by each Member.

I. Commission Administration. The Tacoma City Manager, with the advice and consent of the Commission, shall appoint an officer or employee of Tacoma as an administrative officer of the Commission to provide clerical and other assistance to the Commission in carrying out its functions.

### Section 3. Duration and Termination of Agreement.

A. Duration. This Agreement shall continue until terminated by unanimous consent of the Members, and any Member may terminate as to its interest at any time as below provided.

B. Any Member will have the right to withdraw from this Agreement by giving written notice to the Commission President and the chief administrative officers of all other Members six months prior to the date of withdrawal.

C. Withdrawal will not absolve the withdrawing Member of responsibility for meeting financial and other obligations which exist as to such member at the time of withdrawal. If such notice is received after January 1 in the year in which the notice is given, the withdrawing Member shall remain obligated to pay its fees for the ensuing year, and shall not be entitled to a return of any fee paid.

D. Upon termination of this Agreement by unanimous consent of its Members, any money or asset derived from the payment of basic dues or other fees under this Agreement and held by the City (or other legal entity authorized by the Members to hold such money or assets) shall, after payment

of all liabilities, costs, expenses and charges validly incurred under this Agreement, be returned to all contributing governments (who are Members at the time of such termination) in proportion to their assessment determined at the time of termination.

#### Section 4. Funding.

A. Basic Fees/Assessments. Each Member subscribing to this agreement agrees to pay an annual basic fee or assessment (hereafter referred to as "basic dues") for the benefits to be provided hereunder of one-half of one percent (0.5%) of the cable television franchisee's gross revenues against which cable fees are assessed by that Member. Basic dues may be amended from time to time by agreement of the Members to this Agreement. At least one-half of the annual basic dues shall be paid on or before January 5, and the remaining portion shall be paid on or before July 5 of each year that this agreement is in effect. The annual period for which such annual basic dues are payable shall be from January 1 to December 31 of each year. During the initial year of this Agreement and during the first year a governmental entity becomes a Member under this Agreement, the annual basic dues shall be pro-rated (1/12 of the annual basic dues per month and 1/30 of the monthly amount per day as to a partial month) based on the remaining months in the annual period in which such governmental entity becomes a Member under this Agreement. The right of a Member to receive benefits under this agreement and to remain a party hereto is conditioned upon timely payment of the basic dues.

B. Calculation of Assessments. The Commission shall develop guidelines pertaining to the calculation of the basic dues and the providing of appropriate documentation and supporting information to be submitted by members in evidencing that the basic dues have been correctly calculated and paid. In the event of a dispute as to the correct amount of the basic dues payable by a Member, unless objected to by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the Basic Dues payable by such Member with the decision rendered to be final and binding.

C. Deposit Into Fund. A special fund (hereafter called the "Rainier Cable Commission Fund" or the "Fund") shall be created by the County of Pierce into which shall be deposited (1) all revenues for basic dues, (2) interest, late charges and income from investment of Fund deposits, (3) gifts and donations to the Fund, and (4) restitution monies for expenditures made from the Fund and reimbursement due to the Fund.

#### D. Expenditures.

1. Expenditures from the Fund shall be used exclusively for the purposes specified in this Agreement and as authorized and set forth in the approved budget.

2. On or before August 15 of each year, the Commission shall approve and submit a statement of the proposed programs, services and activities to be funded from monies in the Fund, and the expenditures to be made therefor in the proposed budget for the ensuing fiscal year (January 1 through December 31) and, upon appropriation of the funds by the Pierce County Council, expenditures shall be made from the Fund for the programs, services and activities as authorized by this Agreement in accordance with the approved budget. Approval of the budget by the Commission will require an affirmative vote of a majority of the representatives of the Commission and, also, of those Commission representatives who collectively represent governmental jurisdictions who will be responsible for at least seventy percent (70%) of the basic dues to be paid for the ensuing fiscal year. Pierce County shall be entitled to reimbursement on a monthly basis from the Fund of its actual and reasonable costs incurred in the administration of the Fund and the collection of basic dues from Members. The amount of such reimbursement shall not exceed the maximum allowable amount therefor as set forth in the approved budget. Pierce County will maintain appropriate records supporting the costs incurred by Pierce County which are to be reimbursed from the Fund.

3. When approved by the Commission, revisions may be made to the budget, which revisions to the budget shall be made by Pierce County in accordance with the fiscal and budget laws and procedures applicable to Pierce County for budget revisions as to the expenditure of County funds. Approval of budget revisions by the Commission will require the same affirmative vote as is required for approval of the budget.

E. Surplus Funds. Unexpended and unencumbered funds remaining in the Fund at the end of the year will be either (1) reserved as an contingency amount; (2) included in next year's budget; or (3) returned to the Members based on the proportional amount of funding provided by the Members for that year.

F. Property. All items of personal property which are purchased by the City or other Member, the cost of which is reimbursed or paid with moneys from the Fund, shall, if not consumed in the proper and ordinary course of carrying out the authorized activities and services under this agreement, be the joint property of the Members to be disposed of upon termination of this Agreement as provided by Subsection 3.D of this Agreement, or with the consent of the Commission to be sold by the Member authorized to hold such property with the sale to be conducted in accordance with the requirements and procedures applicable to that Member for the sale of similar property, and with the proceeds of the sale to be deposited in the Fund after deduction of any reasonable expenses incurred in consummating the sale.



Section 5. Services by City of Tacoma.

A. Basic Services. In consideration of the payment as herein provided, Tacoma will provide the following basic services to the Members to the extent sufficient funds have been made available in the Rainier Cable Commission Fund and are appropriated for such purpose:

1. Provide with the advice and consent of the Commission a secretary and clerical support staff to the Commission.

2. Provide office space, janitorial services, maintenance, telephone, furniture, miscellaneous equipment, office supplies, periodical and trade publications, and related items as necessary to carry out the purposes of this Agreement.

3. Provide Tacoma city staff and/or contracted special-project employees as assigned by the Tacoma City Manager with the advice and consent of the Commission to:

i. Assist Members in contract negotiations.

ii. Coordinate cable system(s) interconnection.

iii. Assist in liaison activities with the public, other agencies, and private entities.

iv. Answer citizen questions and complaints.

v. Assist Members in assessing their needs and implementing communication services (cable-video) to meet those needs.

vi. Coordinate Member information to be cablecast.

vii. Coordinate videotape production via cable operators through franchise agreements.

viii. Serve as production liaison with the City of Tacoma for in-house, interdepartmental, or cooperative City/County projects, including video, voice and data services, on the cable systems serving the Members.

4. Outside Consultants/Technical Support. If authorized by the approved budget, the City of Tacoma (acting through the City Manager for contracts under \$25,000 and with City Council approval for contracts over \$25,000) will, with the advice and consent of the Commis-

sion, retain outside consultants to assist in the functions of the Commission and in accomplishing the objectives and purposes of this Agreement.

5. Extra Services. The City of Tacoma will provide additional services or make available special use of its communication facilities upon request of a Member in accordance with the terms and conditions of a separate agreement between the City of Tacoma and such Member.

B. Payments to City/In-kind Contributions.

1. Payment of Costs. The City of Tacoma will be entitled to payment on a monthly basis from the Fund of its actual costs incurred in the providing of the facilities, services, and activities as provided under this Agreement. Tacoma will maintain appropriate records supporting the incurred costs, which are to be paid from moneys in the Fund, and will submit invoices together with supporting evidence and information as may be reasonably required by Pierce County (or other Member having custody and control of the Fund), for payment of costs incurred under this Agreement. Every reasonable effort shall be made to make the requested payment within thirty days from receipt of the invoice.

2. In-Kind Services. It is agreed that in lieu of paying basic dues under this Agreement, the City of Tacoma will not charge for a portion of the costs or value of the facilities, services and activities which are provided by Tacoma in furtherance of the purposes of this Agreement, which costs or value thereof shall be approximately equal, on an annual basis to the annual basic dues which Tacoma would pay under Section 4 of this Agreement if Tacoma were required to make such payment. Tacoma will provide a descriptive and projected cost/value of such in-kind contribution for review by the Commission and for inclusion in the annual budget to be approved for the ensuing year.

Section 6. Services by Other Members.

A. Support Staff/Outside Consultants. If requested by the Commission and with the consent of the Chief Administrative officers of all Members, the Chief Administrative officer of another Member may appoint one of that Member's officers or employees to act as Secretary of the Commission in replacement of any Commission secretary previously appointed. If requested by the Commission and consented to by the chief administrative officers of all Members, other services and staff being provided by Tacoma or the administration of contracts for outside consultants being provided by Tacoma may (in whole or in part) be provided by any other Member to this agreement. The Member providing such staff or services will be entitled to payment of its actual costs incurred from the Fund in the manner as provided for payment of costs incurred by the City of Tacoma as hereinabove provided.

Section 7. Other Changes.

If requested by the Commission or by any Member, and with the approval of the legislative authorities of all Members, the following changes will be implemented:

- A. Changes in the amount of basic dues and the time of payment;
- B. Changes in the budget;
- C. Designation of a different governmental entity as the depository for the Rainier Cable Commission Fund and to provide appropriation and administration of expenditures from the Fund;
- D. Such other changes or activities as the Members determine are appropriate in light of the purposes and objectives of this Agreement.

Section 8. Release of Liability.

It is acknowledged and agreed that the Members to this Agreement are undertaking a joint and cooperative effort to advance a common goal, and that no Member shall be liable to any other Member for the negligent acts or omissions of any such Member or its respective officers or employees by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member hereby releases any other Member and such Members, officers and employees from any liability for negligent acts or omissions in the carrying out of any activity in connection with or arising out of this Agreement.

Section 9. Prohibited Payments or Gifts.

No representative on the Commission and no officer or employ of any Member to this Agreement who exercises any function or responsibility in performing or the carrying out of any of the services or activities to be provided under this Agreement shall knowingly accept for his or her personal use or gain (or for the personal use or gain of any such person's family or relative) anything of value from any person representing or acting on behalf of any private television cable company, including but not limited to meals, travel, lodging, entertainment, tickets to any event, flowers, candy or anything having any value whatsoever. Any person violating this provision shall not be allowed to continue serving as a representative on the Commission or to provide any services under this agreement.

Section 10. General Terms.

A. Severability. The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.



SIGNATURE PAGE

Joinder in Interlocal Cable Television and  
Communications Services Cooperation Agreement  
(Rainier Cable Commission)

The undersigned jurisdiction, pursuant to resolution or ordinance of its governing body, agrees to the creation of the Rainier Cable Commission and agrees to the terms and conditions of the "Interlocal Cable Television and Communication Services Cooperation Agreement" as set forth in the document to which this signature page is attached.

DATED at Tacoma, Washington, this 21<sup>st</sup> day of September, 1992.

APPROVED:

Pierce County  
(Name of Jurisdiction)

By: Joe Stortini  
Its: Executive

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

Attest:

Doris Louise Spence

APPROVED AS TO FORM:

[Signature] 9-10-92  
~~Prosecuting Attorney/City Attorney~~

PIERCE COUNTY COUNCIL

REPORT OF STANDING COMMITTEE

Date 8/25/92

The Rules & Operations Committee of the Pierce County Council considered:

Proposal No. R92-119, a Resolution of the Pierce County Council Approving and Authorizing the Executive to Execute an Interlocal Cooperation Agreement for the Administration of Cable Television Franchises and Creating the "Rainier Cable Commission."

The voting was as follows:

<u>3</u> / <input checked="" type="checkbox"/>	DO PASS
<input checked="" type="checkbox"/>	DO PASS AS AMENDED
<input type="checkbox"/>	DO PASS AS SUBSTITUTED
<input type="checkbox"/>	FORWARD WITH NO RECOMMENDATION
<input type="checkbox"/>	REFER TO _____
<input type="checkbox"/>	DO NOT PASS
<input type="checkbox"/>	POSTPONE INDEFINITELY
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	POSTPONE TO A DATE CERTAIN

_____	For <input checked="" type="checkbox"/> Against _____
Chair <u>Paully</u>	
_____	For <input checked="" type="checkbox"/> Against _____
Vice Chair <u>B. Skinner</u>	
_____	For _____ Against _____
Member	

COMMENTS: Dennis Flannigan, Member, excused

- Minority Report:      yes \_\_\_\_\_ (attached)                      no \_\_\_\_\_
- Interested Party list: none \_\_\_\_\_ / yes \_\_\_\_\_ (attached)
- Notified of final hearing date:    yes \_\_\_\_\_                      no \_\_\_\_\_
- Final Version Names:    clean \_\_\_\_\_                      blacklined \_\_\_\_\_

(Blacklined)

EXHIBIT "A" TO           R92-119          

**RAINIER CABLE COMMISSION  
INTERLOCAL CABLE TELEVISION  
AND COMMUNICATION SERVICES COOPERATION AGREEMENT**

This document sets forth the general terms and conditions which are to be incorporated in and become a part of the agreement between the local jurisdictions electing to participate and become a party hereto.

WHEREAS each party signing this Agreement has the authority and responsibility to issue and oversee cable television franchise agreements; and

WHEREAS appropriate measure should be taken at all levels of government that will have as their goals the expansion and providing of the best cable television service at the lowest rates to users; the implementation and adoption of strategies that will foster full competition in all market areas within cities and towns and throughout Pierce County, and that will encourage development of new networks, expansion of channel capacity and the implementation of new technology to make available better and more diverse services to users; and

WHEREAS each party joining in this Agreement wishes to cooperate with other governments and thereby to provide its citizens the best possible cable television oversight, regulation, and community programming services and facilities in a manner that will accord best with geographic, economic, population and other factor influencing the needs and development of cable television in its respective community; and

WHEREAS it is apparent that Pierce County and the cities and towns in the County need to pool information and resources in order to more effectively deal with issues pertaining to cable television and that the creation of the Rainier Cable Commission as an advisory cable television commission is an appropriate mechanism to assist the parties in undertaking such a cooperative effort;

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is hereby agreed as follows:

THIS AGREEMENT is made by and between the undersigned governmental entities (hereafter referred to as "Parties," "Members," or "Local Jurisdictions"). This Agreement is made pursuant to the Interlocal Cooperation Act, RCW 39.34, et seq.,

and the General Laws of the State of Washington. This Agreement shall take effect upon the date of its filing with the Secretary of State in accordance with the provisions of RCW 39.24.040, after the Agreement has been executed by at least two Local Jurisdiction Members.

Section 1. General Purpose.

The purpose of this Agreement is for the participating parties (hereafter referred to as "Parties", "Members," or "Local Jurisdictions") to cooperate in developing and sharing expertise and information related to cable television; the negotiation and obtaining of franchise and other agreements with cable television companies which will best serve the public interest; the planning and development of shared use of communication systems between members; and to advise Members regarding public, education and municipal communication services, including video, voice, and data services on the cable systems serving the Local Jurisdiction Members; the establishment of a mechanism and process for funding; and the creation of an advisory commission ("Rainier Cable Commission") to assist and provide guidance in the implementation of the purposes of this agreement, in the allocation of funding therefor, and in the scope of services to be provided by the City of Tacoma, by other Members, or by outside consultants.

Section 2. Establishment of Commission.

A. Establishment of Rainier Cable Commission. A joint advisory commission of the City of Tacoma, the County of Pierce, and of those Washington cities, towns and counties who become parties to this agreement is hereby established to serve as an advisory body to the Members, to be known as the "Rainier Cable Commission" and hereafter referred to as the "Commission."

B. Functions of Commission. The functions of the Commission shall be as follows:

1. Endeavor through research and cooperation with a wide spectrum of public and private entities to develop expertise in the cable television field, and share this expertise and information with its members. This endeavor shall include but is not limited to research on the magnitude of non-competitive cable service being provided, any failure of television cable companies to comply with the terms of their franchise agreements, the effects thereof, and the development of recommended strategies that will foster the providing of state-of-the-art cable services at the lowest price to users, which strategies may include municipal ownership and operation.



2. Develop and maintain a central data bank and make available expert advice to each Member on cable television matters.
3. Study and advise each Member regarding an exercise of that jurisdiction's cable television franchise powers and advise and assist in the preparation and enforcement of franchises and related agreements or ordinances upon request.
4. Take specific action on behalf of individual Members as authorized or to recommend specific actions for individual Members to take in regard to the provision of cable television services and to the regulation and oversight of cable television activities and operators.
5. Provide a forum for intercommunication and consultation among the Members and to provide an opportunity for joint sharing of the expenses, data, expertise, experiences and plans of each of the Members on cable television matters.
6. If requested by a Member, provide, through staff or consultants to be made available under this Agreement, for the soliciting, reviewing and analyzing of cable television proposals, modification, transfers and renewals and for negotiating the proposed franchise terms with applicants, and for other actions relating to monitoring and enforcing cable operator compliance with cable franchises and related agreements.
7. Provide advice and recommendations as to agreements between Members for the production of programming for public and municipal purposes.
8. Provide information and advice to Members in regard to the obligation of cable operators under federal, state and local laws.
9. Prepare a model cable television ordinance and franchise agreement for consideration by each of the local jurisdictions and provide a means for the local jurisdictions to act jointly on cable television matters.
10. Recommend to the respective Members the manner in which supporting staff for the Commission should be provided, and make recommendations from time to time as to the employment of outside consultants in the providing of expert and technical services to Members.
11. Perform such other duties and functions as prescribed by this Agreement.

C. Representation. Representation on the Commission shall consist of the following:

1. Two persons appointed by the Mayor of Tacoma and confirmed by the Tacoma City Council.
2. Two persons appointed by Pierce County, one selected by the Pierce County Executive and one by the Pierce County Council.
3. One person each appointed by the governing body of each city or town in Pierce County or other Washington city, town or county which has executed this agreement.
4. Each representative may select respective alternate representatives who may attend all meeting shall act in the absence of the primary representative. Each representative shall have one vote on any decision made by the Commission.
5. The appointment of a person to the Commission shall only be effective after the appointing authority shall have (1) adopted a resolution or ordinance authorizing execution of this agreement; (2) adopted a resolution or ordinance appointing such person or persons to the Commission; and (3) delivered a copy of such resolutions or ordinances to the other Members along with a copy of this agreement executed by the government's proper officer (s) pursuant to authority conferred by its governing body.

D. Term of Office of Representatives. The term of office of the representatives of the Commission shall be for two years and representatives may be reappointed in the discretion of the appointing jurisdiction. At the expiration of a term, a representative may continue to serve until a successor is appointed and assumes the duty of office. Only those jurisdictions which have executed this agreement may appoint representatives to the Commission or receive any of the services provided hereunder.

E. Termination of Membership. The term of any representative of the Commission shall automatically terminate upon the lapse or termination of this agreement as to the jurisdiction appointing such representative. Any Commission representative appointed may be removed prior to the expiration of the representative's term by majority vote of the legislative body of the appointing authority. Vacancies on the Commission shall be filled by the applicable appointing authority for the unexpired term.

F. Meetings of the Commission. Meetings of the Commission shall be conducted in compliance with the Washington State Open Public Meetings Act (RCW 42.30) as applicable. The Commission shall establish a regular time and place of meeting

and shall hold at least six regular meetings a year. Special meeting of the Commission may be called at any time, subject to the requirements of applicable law and the procedures adopted by the Commission. The Commission shall adopt by-laws as soon as possible after its first organizational meeting, which shall, at a minimum, specify the following:

1. The frequency of regular meetings;
2. The methods and manner of calling special meetings;
3. The method, term and manner of election of officers;
4. The definition of a quorum; and
5. The designation of the depository and official custodian of the minutes and records of the Commission.

G. President and Vice President of the Commission.

The Commission shall elect one of its representatives president and one of its representatives vice president. Each shall hold office for one year until his/her successor is elected, unless his/her term as a representative of the Commission sooner expires. The president and vice president shall be elected at the first meeting of the Commission in 1992, and thereafter election shall take place at the last regularly scheduled meeting of each year. In the absence or inability of the president to perform his/her duties as president, the vice president is authorized in his/her stead to perform and carry out all the duties and obligations of the office of president.

H. Organization and Procedure. The Commission may make and alter any rules and regulations governing its organization and procedures not inconsistent with this agreement or any applicable law. A majority vote of the representatives present will be required to take any action. The Commission shall keep an accurate record of its proceedings and transactions and shall submit an annual report to each Member. All minutes of the Commission meetings shall be filed with the Tacoma City Clerk or such other depository as approved by the Commission. Copies of the minutes shall be transmitted to each Member to the attention of the office or individual, as directed in writing by each Member.

I. Commission Administration. The Tacoma City Manager, with the advice and consent of the Commission, shall appoint an officer or employee of Tacoma as an administrative officer of the Commission to provide clerical and other assistance to the Commission in carrying out its functions.

Section 3. Duration and Termination of Agreement.

A. Duration. This Agreement shall continue until terminated by unanimous consent of the Members, and any Member

may terminate as to its interest at any time as below provided.

B. Any Member will have the right to withdraw from this Agreement by giving written notice to the Commission President and the chief administrative officers of all other Members six months prior to the date of withdrawal.

C. Withdrawal will not absolve the withdrawing Member of responsibility for meeting financial and other obligations which exist as to such member at the time of withdrawal. If such notice is received after January 1 in the year in which the notice is given, the withdrawing Member shall remain obligated to pay its fees for the ensuing year, and shall not be entitled to a return of any fee paid.

D. Upon termination of this Agreement by unanimous consent of its Members, any money or asset derived from the payment of basic dues or other fees under this Agreement and held by the City (of other legal entity authorized by the Members to hold such money or assets) shall, after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, be returned to all contributing governments (who are Members at the time of such termination) in proportion to their assessment determined at the time of termination.

#### Section 4. Funding.

A. Basic Fees/Assessments. Each Member subscribing to this agreement agrees to pay an annual basic fee or assessment (hereinafter referred to as "basic dues") for the benefits to be provided hereunder of one-half of one percent (0.5%) of the cable television franchisee's gross revenues against which cable fees are assessed by that Member. Basic dues may be amended from time to time by agreement of the Members to this Agreement. At least one-half of the annual basic dues shall be paid on or before January 5, and the remaining portion shall be paid on or before July 5 of each year that this agreement is in effect. The annual period for which such annual basic dues are payable shall be from January 1 to December 31 of each year. During the initial year of this Agreement and during the first year a governmental entity becomes a Member under this Agreement, the annual basic dues shall be pro-rated (1/12 of the annual basic dues per month and 1/30 of the monthly amount per day as to a partial month) based on the remaining months in the annual period in which such governmental entity becomes a Member under this Agreement. The right of a Member to receive benefits under this agreement and to remain a party hereto is conditioned upon timely payment of the basic dues.

B. Calculation of Assessments. The Commission shall develop guidelines pertaining to the calculation of the basic dues and the providing of appropriate documentation and supporting information to be submitted by members in evidencing that the basic dues have been correctly calculated and paid. In the event of a dispute as to the correct amount of the basic dues

payable by a Member, unless objected to by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as the Basic Dues payable by such Member with the decision rendered to be final and binding.

C. Deposit Into Fund. A special fund (hereinafter called the "Rainier Cable Commission Fund" or the "Fund") shall be created by the County of Pierce into which shall be deposited (1) all revenues for basic dues, (2) interest, late charges and income from investment of Fund deposits, (3) gifts and donations to the Fund, and (4) restitution monies for expenditures made from the Fund and reimbursement due to the Fund.

D. Expenditures.

1. Expenditures from the Fund shall be used exclusively for the purposes specified in this Agreement and as authorized and set forth in the approved budget.

2. On or before August 15 of each year, the Commission shall approve and submit a statement of the proposed programs, services and activities to be funded from monies in the Fund, and the expenditures to be made therefor in the proposed budget for the ensuing fiscal year (January 1 through December 31) and, upon appropriation of the funds by the Pierce County Council, expenditures shall be made from the Fund for the programs, services and activities as authorized by this Agreement in accordance with the approved budget. Approval of the budget by the Commission will require an affirmative vote of a majority of the representatives of the Commission, and, also, of those Commission representatives who collectively represent governmental jurisdictions who will be responsible for at least seventy percent (70%) of the basic dues to be paid for the ensuing fiscal year. Pierce County shall be entitled to reimbursement on a monthly basis from the Fund of its actual and reasonable costs incurred in the administration of the Fund and the collection of basic dues from Members. The amount of such reimbursement shall not exceed the maximum allowable amount therefor as set forth in the approved budget. Pierce County will maintain appropriate records supporting the costs incurred by Pierce County which are to be reimbursed from the Fund.

3. When approved by the Commission, revisions may be made to the budget, which revisions to the budget shall be made by Pierce County in accordance with the fiscal and budget laws and procedures applicable to Pierce County for budget

revisions as to the expenditure of County funds. Approval of budget revisions by the Commission will require the same affirmative vote as is required for approval of the budget.

E. Surplus Funds. Unexpended and unencumbered funds remaining in the Fund at the end of the year will be either (1) reserved as an contingency amount; (2) included in next year's budget; or (3) returned to the Members based on the proportional amount of funding provided by the Members for that year.

F. Property. All items of personal property which are purchased by the City or other Member, the cost of which is reimbursed or paid with moneys from the Fund, shall, if not consumed in the proper and ordinary course of carrying out the authorized activities and services under this agreement, be the joint property of the Members to be disposed of upon termination of this Agreement as provided by Subsection 3.D of this Agreement, or with the consent of the Commission to be sold by the Member authorized to hold such property with the sale to be conducted in accordance with the requirements and procedures applicable to that Member for the sale of similar property, and with the proceeds of the sale to be deposited in the Fund after deduction of any reasonable expenses incurred in consummating the sale.

Section 5. Services by City of Tacoma.

A. Basic Services. In consideration of the payment as herein provided, Tacoma will provide the following basic services to the Members to the extent sufficient funds have been made available in the Rainier Cable Commission Fund and are appropriated for such purpose:

1. Provide with the advice and consent of the Commission a secretary and clerical support staff to the Commission.
2. Provide office space, janitorial services, maintenance, telephone, furniture, miscellaneous equipment, office supplies, periodical and trade publications, and related items as necessary to carry out the purposes of this Agreement.
3. Provide Tacoma city staff and/or contracted special-project employees as assigned by the Tacoma City Manager with the advice and consent of the Commission to:
  - i. Assist Members in contract negotiations.
  - ii. Coordinate cable system(s) interconnection.

- iii. Assist in liaison activities with the public, other agencies, and private entities.
- iv. Answer citizen questions and complaints.
- v. Assist Members in assessing their needs and implementing communication services (cable-video) to meet those needs.
- vi. Coordinate Member information to be cablecast.
- vii. Coordinate videotape production via cable operators through franchise agreements.
- viii. Serve as production liaison with the City of Tacoma for in-house, interdepartmental, or cooperative City/County project, including video, voice and data services, on the cable systems serving the Members.

4. Outside Consultants/Technical Support. If authorized by the approved budget, the City of Tacoma (acting through the City Manager for contracts under \$25,000 and with City Council approval for contracts over \$25,000) will, with the advice and consent of the Commission, retain outside consultants to assist in the functions of the Commission and in accomplishing the objectives and purposes of this Agreement.

5. Extra Services. The City of Tacoma will provide additional services or make available special use of its communication facilities upon request of a Member in accordance with the terms and conditions of a separate agreement between the City of Tacoma and such Member.

B. Payments to City/In-kind Contributions.

1. Payment of Costs. The City of Tacoma will be entitled to payment on a monthly basis from the Fund of its actual costs incurred in the providing of the facilities, services, and activities as provided under this Agreement. Tacoma will maintain appropriate records supporting the incurred costs, which are to be paid from moneys in the Fund, and will submit invoices together with supporting evidence and information as may be reasonably required by Pierce County (or other Member having custody and control of the Fund), for payment of costs incurred under this Agreement. Every reasonable effort shall be made to make the requested payment within thirty days from receipt of the invoice.

2. In-Kind Services. It is agreed that in lieu of paying basic dues under this Agreement, the City of Tacoma will not charge for a portion of the costs or value of the facilities, services and activities which are provided by Tacoma in furtherance of the purposes of this Agreement, which costs or value thereof shall be approximately equal, on an annual basis to the annual basic dues which Tacoma would pay under Section 4 of this Agreement if Tacoma were required to make such payment. Tacoma will provide a descriptive and projected cost/value of such in-kind contribution for review by the Commission and for inclusion in the annual budget to be approved for the ensuing year.

Section 6. Services by Other Members.

A. Support Staff/Outside Consultants. If requested by the Commission and with the consent of the Chief Administrative officers of all Members, the Chief Administrative officer of another Member may appoint one of that Member's officers or employees to act as Secretary of the Commission in replacement of any Commission secretary previously appointed. If requested by the Commission and consented to by the chief administrative officers of all Members, other services and staff being provided by Tacoma or the administration of contracts for outside consultants being provided by Tacoma may (in whole or in part) be provided by any other Member to this agreement. The Member providing such staff or services will be entitled to payment of its actual costs incurred from the Fund in the manner as provided for payment of costs incurred by the City of Tacoma as hereinabove provided.

Section 7. Other Changes.

If requested by the Commission or by any Member, and with the approval of the legislative authorities of all Members, the following changes will be implemented:

A. Changes in the amount of basic dues and the time of payment;

B. Changes in the budget;

C. Designation of a different governmental entity as the depository for the Rainier Cable Commission Fund and to provide appropriation and administration of expenditures from the Fund;

D. Such other changes or activities as the Members determine are appropriate in light of the purposes and objectives of this Agreement.



Section 8. Release of Liability.

It is acknowledged and agreed that the Members to this Agreement are undertaking a joint a cooperative effort to advance a common goal, and that no Member shall be liable to any other Member for the negligent acts of omissions of any such Member or its respective officers or employees by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member hereby releases any other Member and such Members, officers and employees from any liability for negligent acts or omissions in the carrying out of any activity in connection with or arising out of this Agreement.

Section 9. Prohibited Payments or Gifts.

No representative on the Commission and no officer or employ of any Member to this Agreement who exercises any function or responsibility in performing or the carrying out of any of the services or activities to be provided under this Agreement shall knowingly accept for his or her personal use or gain (or for the personal use or gain of any such person's family or relative) anything of value from any person representing or acting on behalf of any private television cable company, including but not limited to meals, travel, lodging, entertainment, tickets to any event, flowers, candy or anything having any value whatsoever. Any person violating this provision shall not be allowed to continue serving as a representative on the Commission or to provide any services under this agreement.

Section 10. General Terms.

A. Severability. The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

B. Interpretation. The terms and provisions of this agreement shall be liberally construed to accomplish the purposes intended.

IN WITNESS WHEREOF this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document.

///

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///

**SIGNATURE PAGE**

**Joinder in Interlocal Cable Television and  
Communications Services Cooperation Agreement  
(Rainier Cable Commission)**

The undersigned jurisdiction, pursuant to resolution or ordinance of its governing body, agrees to the creation of the Rainier Cable Commission and agrees to the terms and conditions of the "Interlocal Cable Television and Communication Services Cooperation Agreement" as set forth in the document to which this signature page is attached.

DATED at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 1992.

APPROVED:

\_\_\_\_\_  
(Name of Jurisdiction)

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

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

Attest:

*Sandy Bassett*  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Prosecuting Attorney/City Attorney



**THE CITY OF FIRCREST**

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (206) 564-8900 • FAX (206) 566-0762

GR  
**RECEIVED**  
SEP. 30 1992  
PIERCE COUNTY COUNCIL  
By PF

September 28, 1992

Clerk of the Council  
Pierce County  
930 Tacoma Ave. S, Room 1046  
Tacoma, WA 98402-2176

*file  
R 92-119*

Dear Council:

The attached is a copy of City of Fircrest Resolution No. 488. This resolution authorizes the City Manager to execute an interlocal agreement establishing the Rainier Cable Commission. Included is the signature page agreeing to participate in the creation of the said Commission and also the terms and conditions of the Interlocal Cable Television and Communications Services Cooperation Agreement.

We are pleased that we have finally been able to put together an agreement that will benefit Tacoma, Pierce County, and the small cities. We look forward to our membership on the commission.

Sincerely,

Don Morrison  
City Manager

cc: Council Member Pearsall-Stipek

CITY OF FIRCREST  
RESOLUTION NO. 488

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,  
2 WASHINGTON, REAUTHORIZING THE CITY MANAGER TO ENTER INTO  
3 AN INTERLOCAL AGREEMENT WITH THE CITIES AND TOWNS  
4 OF PIERCE COUNTY TO CREATE THE RAINIER CABLE COMMISSION.

5 WHEREAS, cable television exerts an enormous influence on  
6 the lives and culture of many residents in Pierce County and  
7 is becoming the unique and essential source of information;  
8 and

9 WHEREAS, local governments attempt through the  
10 franchising process to monitor the performance of cable  
11 television operators to ensure that the operators provide  
12 quality service to consumers in all sections of a franchise  
13 area; and

14 WHEREAS, the Cable Communications Act of 1984 and  
15 subsequent decisions by the courts and the Federal  
16 Communications Commission have effectively deregulated cable  
17 television; and

18 WHEREAS, most local governments do not have the expertise  
19 or manpower to monitor cable television operators; and

20 WHEREAS, an informal coalition of local governments in  
21 Pierce County has been meeting since January, 1991 to develop  
22 a more effective method of managing our cable television  
23 franchises and a representative of that coalition presented a  
24 report to the Fircrest City Council on September 10, 1991  
25 recommending formation of the Rainier Cable Commission by  
26 Interlocal Agreement; and

27 WHEREAS, the City Council finds that it does not have  
28 the manpower or expertise to sufficiently monitor cable  
29 television operators and it would be in the best interest of  
30 the citizens of the City of Fircrest to enter into an  
31 Interlocal Agreement to create a joint Commission known as the  
32 Rainier Cable Commission pursuant to RCW 39.34.030(3);

WHEREAS, Exhibit "A" to Resolution No. 483 was never  
executed by the Pierce County Executive because of minor  
amendments which needed to be made to accommodate the  
interests and charter requirements of Pierce County and other  
parties to the agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF FIRCREST THAT:

Section 1. The City Manager is hereby authorized to  
execute the Interlocal Agreement establishing the Rainier  
Cable Commission substantially in the form as shown in Exhibit  
"A", attached hereto.

APPROVED AND ADOPTED this 22 day of SEPTEMBER, 1992  
at a regularly scheduled meeting of the City Council of the  
City of Fircrest.

APPROVED:

  
MAYOR

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

SIGNATURE PAGE

Joinder in Interlocal Cable Television and  
Communications Services Cooperation Agreement  
(Rainier Cable Commission)

The undersigned jurisdiction, pursuant to resolution or ordinance of its governing body, agrees to the creation of the Rainier Cable Commission and agrees to the terms and conditions of the "Interlocal Cable Television and Communication Services Cooperation Agreement" as set forth in the document to which this signature page is attached.

DATED at Fircrest, \_\_\_\_\_, Washington, this 22 day of September, 1992.

APPROVED:

CITY OF FIRCREST  
(Name of Jurisdiction)

COPY

By: [Signature]  
Its: City Manager

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

Attest:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Prosecuting Attorney/City Attorney



# PROPOSED ORDINANCE OR RESOLUTION DATA SHEET

TO BE NUMBERED BY THE  
CLERK OF THE COUNCIL

Proposal

NO. R92-119

Direct questions to Gerri Rainwater, Clerk of the Council, at 591-7777.

1. DATE PREPARED <u>8-18-92</u>	2. EXECUTIVE'S SIGNATURE	3. PRIME SPONSOR, (COUNCILMEMBER SIGNATURE) <u>CATHY PEARSALL-STIPEK</u>
4. DATE RECEIVED IN COUNCIL CLERK'S OFFICE <u>8/19/92</u>	5. REQUESTING DEPARTMENT <u>COUNCIL</u>	
	6. DEPARTMENT HEAD'S SIGNATURE	PHONE
		COUNCIL STAFF CONTACT <u>SUSAN LONG 6068</u>
	7. DRAFTED BY (NAME & DEPARTMENT) PHONE <u>SUSAN LONG 6068</u>	

8. ORDINANCE [ ] RESOLUTION  9. EFFECTIVE DATE DESIRED \_\_\_\_\_

10. COMPLETE TITLE OF ORDINANCE OR RESOLUTION: A Resolution of the Pierce County Council Approving and Authorizing the Executive to ~~enter~~ execute an Interlocal Cooperation Agreement for the Administration of Cable Television Franchises and Creating the Ramier Cable Commission.

11. LIST ANY SPECIAL ADVERTISING OR POSTING REQUIREMENTS INVOLVED IN PROCESSING THIS ORDINANCE/RESOLUTION: N/A [ ]

12. CODE STATUS: 1) New Chapter/Section \_\_\_\_\_ 2) Amends \_\_\_\_\_ 3) Repeals \_\_\_\_\_

13. SUMMARY AND INTENT OF THIS LEGISLATION.  
To authorize the Executive to enter into an interlocal agreement with Washington cities, towns and counties + to create a Ramier Cable Commission for the administration of cable TV franchises.

14. SOURCE DOCUMENTS: LIST ALL MATERIALS INCLUDED AS BACKUP INFORMATION: N/A [ ]

A \_\_\_\_\_ C \_\_\_\_\_  
B \_\_\_\_\_ D \_\_\_\_\_

15. FISCAL IMPACT:

A. TOTAL COST OF LEGISLATION FOR CURRENT FISCAL YEAR: COUNTY \$ \_\_\_\_\_ FEDERAL \$ \_\_\_\_\_ STATE \$ \_\_\_\_\_

B. ESTIMATED COST OF LEGISLATION IN FUTURE YEARS: COUNTY \$ \_\_\_\_\_ FEDERAL \$ \_\_\_\_\_ STATE \$ \_\_\_\_\_

C. COSTS INVOLVED ARE FOR: BASIC DUES equal to one-half of one percent (0.5%) of the cable TV franchisee's gross revenues against which cable fees are assessed by the County.

D. ESTIMATED INCREASE IN REVENUE AS RESULT OF LEGISLATION FOR CURRENT YEAR: \_\_\_\_\_

E. ESTIMATED INCREASE IN REVENUE AS RESULT OF LEGISLATION FOR FUTURE YEARS: \_\_\_\_\_

F. SOURCE(S) OF REVENUE: \_\_\_\_\_

THIS LEGISLATION HAS NO FISCAL IMPACT [ ]

16. A COPY OF THIS ORDINANCE/RESOLUTION IN FINAL FORM SHOULD BE SENT TO THE FOLLOWING:

- Executive (Dick Ferguson) Prosecutor (Karen Goon + Bill Hess)
- Govt Relations (George Walk)
- Budget + Finance (Pat Kenney)
- City of Tacoma (John Kowalski)
- City of Puyallup (Robert Jenkinson)



PROPOSED ORDINANCE OR RESOLUTION

TO BE COMPLETED BY THE CLERK OF THE COUNCIL ORDINANCE/RESOLUTION

DATA SHEET

NO. \_\_\_\_\_

INSTRUCTIONS: Refer to Proposed ordinances and res lished deadline, which is con

1. DATE PREPARED 4/28/92	2. EXECUTIVE'S SIGNATURE <i>[Signature]</i>	3. PRIME SPONSOR (Councilmember) SIGNATURE
4. DATE RECEIVED IN COUNCIL OFFICE	5. REQUESTING DEPARTMENT Executive	CO-SPONSORS
	6. DEPARTMENT HEAD'S SIGNATURE	1)
	7. DRAFTED BY (NAME & DEPARTMENT) Hudson Stansbury	2)
	9. REQUEST FOR INTRODUCTION ON ITEM ON AGENDA FOR COUNCIL MEETING OF:	3)
8. ORDINANCE <input checked="" type="checkbox"/> RESOLUTION [ ]	Tuesday, _____	4)
		5)
		6)

10. REQUEST FINAL PASSAGE BY a/s/a/p FOR THE FOLLOWING REASON(S): \_\_\_\_\_ N/A [ ]

11. TITLE OF ORDINANCE OR RESOLUTION: Approving an Interlocal Cooperation Agreement for the Administration of Cable Television Franchises and Creation of the Rainier Cable Commission.

12. LIST ANY SPECIAL ADVERTISING OR POSTING REQUIREMENTS INVOLVED IN PROCESSING THIS ORDINANCE/RESOLUTION: N/A

13. CODE STATUS:

1) SHOULD NOT BE CODIFIED [  ] 2) SHOULD BE PLACED IN PIERCE COUNTY CODE AS CHAPTER/SECTION \_\_\_\_\_

3) AMENDS \_\_\_\_\_  
(Code, Ordinance & Resolution Numbers)

4) REPEALS \_\_\_\_\_  
(Code, Ordinance & Resolution Numbers)

14. EXPLAIN THE INTENT OF THIS LEGISLATION  
To create a single expert cable commission available to all the local governmental entities within Pierce County.

15. SOURCE DOCUMENTS: LIST ALL MATERIALS INCLUDED AS BACKUP INFORMATION N/A

A \_\_\_\_\_

B \_\_\_\_\_

C \_\_\_\_\_

D \_\_\_\_\_

E \_\_\_\_\_

16. INDEX DATA: LIST THREE OR MORE KEYWORDS OR PHRASES FOR CROSS REFERENCE PURPOSES  
1 Cable Television 2 Rainier Commission 3 \_\_\_\_\_

17. FISCAL IMPACT:

A. TOTAL COST OF LEGISLATION FOR CURRENT FISCAL YEAR: COUNTY \$50,000 FEDERAL \$ \_\_\_\_\_ STATE \$ \_\_\_\_\_

B. ESTIMATED COST OF LEGISLATION IN FUTURE YEARS: COUNTY \$1000,000 FEDERAL \$ \_\_\_\_\_ STATE \$ \_\_\_\_\_

C. COSTS INVOLVED ARE FOR: Pierce County's share of cost for Rainier Cable Commission Administration

D. ESTIMATED INCREASE IN REVENUE AS RESULT OF LEGISLATION FOR CURRENT YEAR: \_\_\_\_\_

E. ESTIMATED INCREASE IN REVENUE AS RESULT OF LEGISLATION IN FUTURE YEARS: \_\_\_\_\_

F. SOURCE(S) OF REVENUE: \_\_\_\_\_

THIS LEGISLATION HAS NO FISCAL IMPACT [ ]  
18. ESTIMATED TIME REQUIRED, AFTER PASSAGE TO IMPLEMENT PROJECT N/A

DISTRIBUTION LIST:

19. A COPY OF THIS ORDINANCE/RESOLUTION IN FINAL FORM SHOULD BE SENT TO THE FOLLOWING:

County Executive \_\_\_\_\_ Small Cities and Towns

Mark Pease, Municipal Cable

City of Tacoma



PROPOSED ORDINANCE OR RESOLUTION

TO BE COMPLETED BY THE CLERK OF THE COUNCIL ORDINANCE/RESOLUTION

DATA SHEET

NO. \_\_\_\_\_

INSTRUCTIONS: Refer to "Guide to Preparing Ordinances and Resolutions." Direct questions to Clerk of the Council at 591-7777. Proposed ordinances and resolutions must be submitted to the Clerk of the Council, Room 1046 County-City Building, by the established deadline, which is contained in Section 3 of the Guide.

1. DATE PREPARED 4/28/92
2. EXECUTIVE'S SIGNATURE [Signature]
3. PRIME SPONSOR (Councilmember) SIGNATURE
4. DATE RECEIVED IN COUNCIL OFFICE
5. REQUESTING DEPARTMENT Executive
6. DEPARTMENT HEAD'S SIGNATURE
7. DRAFTED BY (NAME & DEPARTMENT) Hudson Stansbury
8. ORDINANCE [x] RESOLUTION [ ]
9. REQUEST FOR INTRODUCTION ON ITEM ON AGENDA FOR COUNCIL MEETING OF: Tuesday, \_\_\_\_\_

10. REQUEST FINAL PASSAGE BY a/s/a/p FOR THE FOLLOWING REASON(S): \_\_\_\_\_ N/A [ ]

11. TITLE OF ORDINANCE OR RESOLUTION: Approving an Interlocal Cooperation Agreement for the Administration of Cable Television Franchises and Creation of the Rainier Cable Commission.

12. LIST ANY SPECIAL ADVERTISING OR POSTING REQUIREMENTS INVOLVED IN PROCESSING THIS ORDINANCE/RESOLUTION: N/A [x]

13. CODE STATUS:
1) SHOULD NOT BE CODIFIED [x]
2) SHOULD BE PLACED IN PIERCE COUNTY CODE AS CHAPTER/SECTION \_\_\_\_\_
3) AMENOS \_\_\_\_\_ (Code, Ordinance & Resolution Numbers)
4) REPEALS \_\_\_\_\_ (Code, Ordinance & Resolution Numbers)

14. EXPLAIN THE INTENT OF THIS LEGISLATION
To create a single expert cable commission available to all the local governmental entities within Pierce County.

15. SOURCE DOCUMENTS: LIST ALL MATERIALS INCLUDED AS BACKUP INFORMATION N/A [x]
A \_\_\_\_\_
B \_\_\_\_\_
C \_\_\_\_\_
D \_\_\_\_\_
E \_\_\_\_\_

16. INDEX DATA: LIST THREE OR MORE KEYWORDS OR PHRASES FOR CROSS REFERENCE PURPOSES
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C. COSTS INVOLVED ARE FOR: Pierce County's share of cost for Rainier Cable Commission Administration
D. ESTIMATED INCREASE IN REVENUE AS RESULT OF LEGISLATION FOR CURRENT YEAR:
E. ESTIMATED INCREASE IN REVENUE AS RESULT OF LEGISLATION IN FUTURE YEARS:
F. SOURCE(S) OF REVENUE: \_\_\_\_\_

THIS LEGISLATION HAS NO FISCAL IMPACT [ ]
18. ESTIMATED TIME REQUIRED, AFTER PASSAGE TO IMPLEMENT PROJECT N/A [x]

DISTRIBUTION LIST:
19. A COPY OF THIS ORDINANCE/RESOLUTION IN FINAL FORM SHOULD BE SENT TO THE FOLLOWING:
County Executive Small Cities and Towns
Skip Stansbury Mark Pease, Municipal Cable
City of Tacoma





**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>  Sign Parcel Lease.	<b>AB24-15</b>	<b>CGA</b>		
		<b>1.3.2024</b> <b>2.7.2024</b>	<b>2.21.2024</b>	
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>1.31.2024</b>		
<b>Cost of Item:</b>	\$100/year			
<b>Amount Budgeted:</b>	\$0			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	TBD			
<b>Timeline:</b>	<b>ASAP</b>			
<b>Submitted By:</b>	<b>Scott Larson</b>			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Final Draft Lease Agreement				
<b>SUMMARY STATEMENT:</b>				
<p>The city purchased an electronic reader board a couple of years ago to replace our current analogue reader board at the north entrance to the city. Through the initial permitting process, it was discovered that the parcel is owned by Pierce County, and we would need to either have the parcel transferred to the city or some other contractual agreement to permit the installation of a new sign.</p> <p>The county has proposed a long-term lease of approximately 25 years, and charge the city \$100/year. This agreement would allow the city to install the sign and needed infrastructure on the parcel.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on February 28 <sup>th</sup> , 2024 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To allow the Mayor to sign a lease with Pierce County for Parcel No. 0519193030, in a form approved by the City Attorney, for the purpose of maintaining and operating a governmental reader board sign.				

## **PIERCE COUNTY PARKS GROUND LEASE (ORTING WELCOME SIGN)**

This Pierce County Parks Ground Lease (hereinafter "Lease") is made and entered into as of the Effective Date (defined in Section 38 below) by and between PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Landlord") and the CITY OF ORTING, a municipal corporation (hereinafter "Tenant" or "Orting"). Landlord and Tenant may hereinafter be referred to collectively as "Parties" or individually as a "Party."

### **RECITALS**

WHEREAS Landlord is sole owner in fee simple of the real property in Pierce County, Washington consisting of certain unimproved land commonly known as the Foothills Trail, XXX Washington Avenue East, Orting, Pierce County, WA, Pierce County Tax Parcel No. 0519193030, lying adjacent to Highway 162, and legally described in **Exhibit A**, attached hereto (hereinafter "Park Property"); and

WHEREAS Orting has a "welcome sign" physically located on and within a portion of the Park Property. Orting would like to install power and make other sign-related improvements on and within a portion of the Park Property, described in attached **Exhibit B**, and graphically depicted for reference purposes only in attached **Exhibit B**, for the purpose of constructing, operating, and maintaining the "welcome sign" and associated facilities, improvements, and amenities (hereinafter the "Premises"); and

WHEREAS Landlord is amenable to accommodating Tenant's intended use; and

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### **AGREEMENT**

**1. Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

**2. Authority to Lease; Applicable Laws; Agency Agreements.**

**2.1 Authority to Lease.** This Lease is made and entered into by the Parties under authority of Chapter 2.110 of the Pierce County Code (hereinafter "PCC").

**2.2 Applicable Laws.** This Lease and Tenant's use and occupancy of the Premises (defined in Section 6 below) are and shall at all times be subject and subordinate to all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits, governmental approvals and/or other requirements of any kind, type or nature whatsoever applicable thereto (hereinafter collectively "Applicable Laws") including, without PIERCE COUNTY PARKS GROUND LEASE (Orting Welcome Sign)

limitation: (a) federal, state and local laws against discrimination on the ground of race, color, religion, age, sex, gender identity, sexual orientation, marital status, familial status, handicap or national origin or ancestry; (b) federal, state and local laws relating to persons with disabilities; (c) federal, state and local laws relating to Hazardous Substances (defined in Section 6.3 below). The Parties shall be bound by and strictly comply with all Applicable Laws in effect as of the Effective Date and as amended from time to time thereafter. If any term, covenant, condition or provision of this Lease conflicts with any Applicable Law, the Applicable Law shall govern.

**3. Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases and accepts the same from Landlord, upon the terms, covenants and conditions set forth in this Lease. Other than as expressly set forth in this Lease, Tenant shall have no right, title or interest in or to the Park Property or the Premises or the possession, use or occupancy of any part thereof.

**4. Lease Term; Renewal Option**

**4.1 Initial Term.** The initial term of this Lease ("Initial Term") shall be Twenty-Four (24) Years and ten (10) months, commencing 12:01 a.m., March 1, 2024 ("Commencement Date") and ending 12:00 midnight December 31, 2049 ("Expiration Date"), unless earlier terminated pursuant to the terms of this Lease.

**4.2 Renewal Option.** Tenant shall have option to renew this Lease ("Renewal Term") for an additional ten (10) year term commencing 12:01a.m., January 1, 2050, and ending on December 31, 2059, subject to the terms, covenants and conditions set forth in this Lease. The Renewal Option shall be exercised by Tenant giving written notice to Landlord not less than One Hundred Eighty (180) calendar days prior to the expiration of the Initial Term. Failure by Tenant to timely exercise the Renewal Option shall result in the termination of this Lease as of the Expiration Date of the Initial Term.

**5. Annual Rent; Late Charge; Remittance.**

**5.1 Annual Rent.** On the Commencement Date of the Term and on or before the first day of March in each succeeding year of the Initial Term thereafter, Tenant shall pay to Landlord, at Landlord’s address in Section 5.3 below, or at such other address as Landlord may from time to time designate in writing, in advance, without deduction, offset, prior notice or demand, rent for the Premises as set forth below ("Annual Rent") together with the applicable Washington Leasehold Excise Tax, IF ANY IS DUE, of TWELVE AND EIGHTY-FOUR ONE HUNDREDTHS PERCENT (12.84%).

<u>Term Beginning</u>	<u>Annual</u>	<u>Leasehold</u>	<u>Total</u>
<u>March 1 of</u>	<u>Rental Amount</u>	<u>Excise Tax</u>	
2024	\$100.00	\$0	\$100.00

**5.2 Late Charge.** Tenant acknowledges late payment of Annual Rent or any other sums due hereunder will cause Landlord to incur costs and hardships not contemplated by this Lease, the exact amount or nature of which would be extremely difficult and impractical to

ascertain. Therefore, if Tenant fails to pay any installment of Annual Rent or any other sum due hereunder, within TEN (10) calendar days after that amount is due, Tenant shall pay to Landlord, as liquidated damages and Additional Rent, a late charge in a sum equal to FIFTY DOLLARS AND NO/CENTS (\$50.00). Waiver by Landlord of the late charge with respect to any installment or other sum due hereafter shall not be deemed to constitute a waiver with respect to any subsequent late charge which may accrue.

**5.3 Remittance of Annual Rent.** Checks for Annual Rent, LET, if applicable, and any other sums due hereunder shall be made payable to “Pierce County Finance” and shall be mailed to Landlord at 950 Fawcett Ave, Suite 100, Tacoma, WA 98402-5603, or such other place as Landlord may from time to time designate in writing.

## **6. Use of Premises.**

**6.1 Permitted Uses.** Tenant shall use the Premises for the sole purpose of constructing, operating, maintaining, repairing, reconstructing and replacing a “welcome sign” facility and associated facilities, improvements, and amenities in strict compliance with the terms, covenants, conditions, and provisions of this Lease and for no other uses or purposes whatsoever without prior written consent of Landlord, which consent may be granted, withheld, conditioned, or delayed by Landlord in its sole and absolute judgment and discretion. Tenant shall use the Premises in compliance with all Applicable Laws and shall ensure that all officers, employees, contractors, agents, licensees, invitees and all other persons under Tenant’s direction or control use the Premises in compliance with this Lease and with all Applicable Laws.

### **6.2 Park Hours.** Reserved.

**6.3 Prohibited Uses.** Tenant shall not: (a) use the Premises in violation of any material term, covenant, condition or provision of this Lease; (b) use or permit the Premises to be used in violation of any Applicable Law; (c) generate, handle, store, or dispose of any Hazardous Substance in, on, under or about the Premises. As used herein, the term “Hazardous Substance” means any hazardous, toxic, or dangerous, waste, or material, which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. Tenant agrees to hold harmless, protect, indemnify, and defend Landlord from and against any damage, loss, claim, or liability resulting from any breach of this covenant, including any attorneys’ fees and costs incurred. This indemnity shall survive the termination of this Lease, whether by expiration of the Term or otherwise; (d) place any other signs within the boundaries of the Park Property or on the exterior of the Premises without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion; (e) give accommodation at the site to any overnight lodging or camping or permit the Premises to be used for any purposes other than for the Permitted Uses; (f) have, keep or permit to be kept any pets or animals of any kind (other than service dogs for use by Tenant or Tenant’s officers, employees, contractors, agents, licensees or invitees) in or about the Premises without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

**6.4 Overnight Access.** There shall be no overnight access nor use of the site other than for the Permitted Uses. Violation of this clause may result in termination of the lease.

**6.5 Equality of Treatment.** Tenant shall conduct their business in a manner which assures fair, equal, and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age or national origin. No person shall be refused service, be given discriminatory treatment, or be denied any privilege, use of facilities, or participation in activities on the Premises on account of race, color, religion, sex, age, gender identity, sexual orientation, marital status, familial status, disability or national origin.

**7. Improvements to the Premises.**

**7.1 No Improvements by Landlord.** Tenant acknowledges that power is available to the Premises and otherwise accepts the Premises in its “AS IS” condition. Landlord shall be under no obligation whatsoever to make or cause to be made any additional changes, alterations or improvements to or of the Premises of any kind, type or nature whatsoever.

**7.2 Improvements by Tenant.** Tenant may maintain, improve, repair, reconstruct or replace its existing signage structures and associated amenities, and may construct, install, maintain, improve, reconstruct or replace signage structures and associated amenities that replace existing signage structures and associated amenities, described in attached **Exhibit C** (hereinafter “Tenant Improvements”) at Tenant’s discretion and at Tenant’s sole cost. Tenant shall not make or cause to be made or installed any other, non-signage alterations or structural improvements to or of the Premises (hereinafter “Additional Tenant Improvements”) of any kind, type or nature whatsoever without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

**7.3 Ownership of Tenant Improvements; Removal.** During the Term, all Landlord Improvements shall be and at all times remain the sole and exclusive property of Landlord and all Tenant Improvements and any Additional Tenant Improvements shall be and at all times remain the sole and exclusive property of Tenant; provided, however, upon expiration or earlier termination of this Lease for any reason Tenant shall, at its sole cost and expense, promptly remove the Tenant Improvements and any Additional Tenant Improvements from the Premises including but not limited to the items listed in **Exhibit C**.

**8. Delivery of Possession; Acceptance.** Tenant acknowledges and agrees by virtue of its use and occupancy of the Premises, Tenant has determined to its complete satisfaction that the same are in good and tenantable condition and can be used for the purposes described in Section 6.

**9. Utilities, Maintenance and Security.**

**9.1 Utilities.** Tenant shall, at its sole cost and expense, cause electricity and water services, if desired, to be installed and available for Tenant’s use in and about the Premises (hereinafter collectively “Utilities”). All Utility connection accounts shall be in the name of Tenant

only and Tenant shall be solely liable for any and all charges and fees therefor and shall pay the same promptly as they become due. Landlord shall not be liable for any loss, injury or damage to persons or property resulting from any variation, interruption, or failure of the Utilities due to any cause whatsoever absent Landlord's negligence or willful misconduct, and then only to the extent of Landlord's proportionate share of liability. Variation, interruption or failure of Utilities shall not be construed as an eviction of Tenant, nor give rise to an abatement of Annual Rent, or relieve Tenant from fulfillment of any covenant or agreement contained in this Lease.

## **9.2 Maintenance and Repair.**

**9.2.1 By Landlord.** Other than as expressly set forth in this Lease, Landlord shall be under no obligation whatsoever to maintain or repair the Premises, or any portion thereof, or any Landlord Improvements or Tenant Improvements.

**9.2.2 By Tenant.** Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and the Tenant Improvements good working order and in a good, neat, clean and sanitary condition and repair.

**9.2.3 Security.** Tenant shall be solely responsible for the security of the Premises, the Tenant Improvements and any Additional Tenant Improvements and Landlord shall not be liable to Tenant for loss, damage, or injury due to theft, burglary or other criminal act, or for damage or injury caused by any person.

## **10. Representations and Warranties.**

**10.1 By Landlord.** In addition to any other representations and/or warranties made by Landlord elsewhere in this Lease, Landlord represents and warrants to Tenant that, as of the Effective Date, the following statements are true and correct:

**10.1.1 Authority.** Landlord has full power and authority to execute and deliver this Lease and the individuals who on Landlord's behalf execute and deliver this Lease are duly authorized to do so;

**10.1.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Landlord before any court or administrative agency which might result in Landlord being unable to consummate the transaction contemplated by this Lease;

**10.1.3 No Other Representations or Warranties.** Other than as expressly set forth in this Section 10.1, Landlord makes no representations or warranties of any kind, type or nature whatsoever with respect to the subject matter of this Lease.

**10.2 By Tenant.** In addition to any other representations and/or warranties made by Tenant elsewhere in this Lease, Tenant represents and warrants to Landlord that, as of the Effective Date, the following statements are true and correct:

**10.2.1 Authority.** Tenant has full power and authority to execute and perform this Lease, and the individuals who on Tenant's behalf execute and deliver this Lease to Landlord are duly authorized to do so;

**10.2.2 Litigation.** There are no actions, suits or proceedings pending or threatened against Tenant before any court or administrative agency which might result in Tenant being unable to consummate the transaction contemplated by this Lease;

**10.2.3 No Other Representations or Warranties.** Other than as expressly set forth in this Section 10.2, Tenant makes no representations or warranties of any kind, type or nature whatsoever with respect to the subject matter of this Lease.

**11. Removal of Personal Property; Abandoned Property.** Upon the expiration or earlier termination of this Lease, Tenant shall: (a) remove from the Premises all of Tenant's personal property and the Tenant Improvements; and (b) remove from the Premises any personal property belonging to any third party other than Landlord. If Tenant fails to remove any personal property from the Premises as provided in this Section, Tenant shall, upon written demand, reimburse Landlord for the documented cost of any such removal and the disposal thereof. Any personal property left on the Premises after the expiration or sooner termination of this Lease, or after Tenant's vacation or abandonment of the Premises (hereinafter "Abandoned Property"), shall be deemed to have been abandoned and to have become the property of Landlord to dispose of in Landlord's sole and absolute judgment and discretion. Tenant shall reimburse Landlord for any of Landlord's documented court costs, attorney fees, storage and disposal charges related to Abandoned Property. Landlord may, at its option, sell Abandoned Property at private sale without notice or legal process, for such price as Landlord may obtain, and apply the proceeds of such sale to any amounts due under this Lease from Tenant, including expenses incident to the removal, disposal and/or sale of Abandoned Property, or Landlord may otherwise dispose of Abandoned Property.

**12. Personal Property Taxes, Rent Taxes and Other Taxes.** Tenant shall promptly pay prior to delinquency all taxes, charges and other governmental impositions, if any, assessed against or levied upon the Tenant Improvements, Additional Tenant Improvements or any of Tenant's personal property located in, on or about the Premises. In addition, Tenant shall promptly pay any and all taxes currently applicable or that become applicable in the future to Tenant's possession, use or occupancy of the Premises or to any activity carried on therein including, but not limited to, LET, if applicable.

**13. Pledge as Security; Liens.**

**13.1 Pledge as Security.** Tenant shall not pledge the Premises, Tenant's leasehold interest therein, or the Tenant Improvements as security for any loan or for any other reason whatsoever without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

**13.2 Liens.** Tenant shall keep the Premises free from all liens arising out of or in any way relating to Tenant's conduct in, upon or about the Premises, or the conduct of its officers, employees, customers, agents, servants, contractors, licensees and/or invitees including, but not limited to, the construction, use or maintenance of the Tenant Improvements or any other work performed, materials furnished, or obligations incurred by Tenant. Tenant shall have the right to contest any such lien as provided in Chapter 60.04 RCW. Nonetheless, if any such liens are filed, Landlord may, without waiving its rights and remedies for breach of this Lease, and without releasing Tenant from any of its obligations hereunder, require Tenant to post security in a form and amount reasonably satisfactory to Landlord or cause such liens to be released by any means Landlord deems proper, including payment in satisfaction of the claim giving rise to the lien. Tenant shall pay to Landlord upon written demand any sum paid by Landlord to remove the liens, together with interest from the date of payment by Landlord, at the lesser of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum rate allowed by law.

#### **14. Tenant's Insurance Obligations.**

**14.1 Insurance Coverage.** Tenant covenants and agrees to provide at its sole cost and expense upon execution of this Lease, and to keep in force during the Initial Term and any Renewal Term, the following insurance coverages naming Landlord and Tenant as insured parties: (a) a commercial liability insurance policy (hereinafter "Liability Policy"), including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage and personal injury coverage of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) combined single limit per occurrence for bodily or personal injury (including death) and property damage, protecting Landlord, its elected and appointed officials, servants, agents and employees, and Tenant against liability occasioned by occurrences in, on or about the Premises or any appurtenances thereto; and (b) a fire and other casualty policy (hereinafter "Fire Policy") insuring the full replacement value of the Tenant Improvements and any fixtures, furnishings, machinery, equipment and/or other personal property of Tenant located in, on or about the Premises with a deductible of not more than FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) against loss or damage by fire, theft and such other risks or hazards as are insurable under present and future forms of "All Risk" insurance policies. All policies are to be written by good and solvent insurance companies licensed to do business in the state of Washington and are satisfactory to Landlord, and must contain endorsements requiring written notice to Landlord THIRTY (30) calendar days prior to any cancellation or reduction in amount of coverage. Tenant shall, within TEN (10) business days after a written request from Landlord therefor, furnish Landlord with such additional information as Landlord may reasonably request from time to time as to the value of the Tenant Improvements and any fixtures, furnishings, machinery, equipment and/or other personal property of Tenant located in, on or about the Premises.

**14.2 Waiver of Subrogation.** Tenant shall, at its sole cost and expense, include in its insurance policies appropriate clauses pursuant to which the insurance companies waive all right of subrogation against Landlord with respect to losses payable under such policies and agree that such policies shall not be invalidated if, prior to a loss, the insured waives, in writing, any or all right of recovery against any party for losses covered by such policies. Tenant shall furnish to Landlord, upon written demand, evidence satisfactorily establishing the inclusion of the above clause in its insurance policies.



**14.3 Waiver of Claims.** Provided that Tenant's right of full recovery under its fire insurance policy is not adversely affected or prejudiced thereby, Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord or its elected or appointed officials, servants, agents or employees for loss or damage to the Premises, the Tenant Improvements or any fixtures, furnishings, machinery, equipment and/or other personal property of Tenant located in, on or about the Premises to the extent the same is covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its elected or appointed officials, servants, agents or employees.

**15. Indemnification.**

Tenant shall, to the maximum extent allowed by law, indemnify, defend, and hold Landlord harmless from all claims, liabilities, costs, attorney fees and expenses of any kind, type or nature whatsoever arising out of or relating in any way to: (a) Tenant's use or occupancy of the Park Property or the Premises; (b) any activity, work or thing done, permitted or suffered by Tenant in, on or about the Park Property or the Premises; (c) any breach or default in the performance of any obligation to be performed by Tenant under the terms of this Lease; or (d) any act or omission of Tenant or of its officers, employees, customers, agents, servants, contractors, licensees and/or invitees caused by negligence or willful misconduct and then only to the extent of its or their proportionate share of liability. Tenant's obligation to indemnify Landlord under this Section includes an obligation to indemnify for losses resulting from death or injury to Tenant's officers, employees, customers, agents, servants, contractors, licensees and/or invitees, and Tenant accordingly hereby waives any and all immunities it now has or hereafter may have under Title 51 RCW (Industrial Insurance), or other worker's compensation, disability benefit or other similar act that would otherwise be applicable in the case of such a claim and further acknowledges that such waiver was mutually negotiated by the parties as required by RCW 4.24.115. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of and waives any claims Tenant might have against Landlord in respect to damage to property or injury to persons in, on or about the Park Property or the Premises from any cause whatsoever, unless caused by or resulting from the negligence or willful misconduct of Landlord or of its elected or appointed officials, servants, agents or employees and then only to the extent of its or their proportionate share of liability.

**16. Damage.**

**16.1 To Premises.** If the Premises are destroyed or damaged by earthquake or other casualty, to the extent that they are untenable in whole or in part for Tenant's Permitted Uses under Section 6.1, Landlord may, in Landlord's sole and absolute judgment and discretion, proceed with reasonable diligence to restore the Premises or such part thereof; provided, that within SIXTY (60) calendar days after such destruction or damage, Landlord shall notify Tenant in writing of Landlord's intention to do so. During the period from destruction or damage to restoration, if any, Annual Rent shall be abated proportionately in the same ratio as that portion of the Premises which Landlord determines is unfit for occupancy bears to the whole Premises. In the event that the Landlord elects to not restore the Premises to the condition that existed prior to the casualty event, to the Tenant's reasonable satisfaction, then this Lease shall terminate and neither Party shall have any obligations to the other Party under this Lease.

**16.2 To Improvements.** If the Tenant Improvements or any fixtures, furnishings, machinery, equipment and/or other personal property of Tenant located in, on or about the Premises are damaged in whole or in part by fire, earthquake or any other casualty, Tenant may, at Tenant's option, proceed with reasonable diligence to restore the same. If Tenant elects to restore the Tenant Improvements or other property, then during the period from destruction or damage to restoration, Annual Rent shall not be abated. If Tenant elects not to restore the Tenant Improvements or other property, Tenant may also elect to terminate this Lease, in which case neither Party shall have any obligations to the other Party under this Lease.

**17. Condemnation.** If all or any part of the Premises are taken under the power of eminent domain, or is sold to a condemning authority in lieu thereof, this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession. In the case of a taking of a part of the Premises that is not required for Tenant's reasonable use thereof, this Lease shall continue in full force and effect and Annual Rent shall be reduced based on the proportion by which the rentable square feet of the Premises is reduced. Any reduction in Annual Rent shall be effective as of the date possession of the portion of the Premises is delivered to the condemning authority. Any award for the taking of all or part of the Premises under the power of eminent domain, including payments received for a sale to the condemning authority in lieu thereof, shall be the sole and exclusive property of Landlord, whether made as compensation for diminution in value of the leasehold, for the taking of the fee, or for severance damages. Tenant may make a separate claim for loss of or damage to the Tenant Improvements or to Tenant's business so long as Tenant's claim does not result in any reduction to the amount of the award otherwise payable to Landlord.

**18. Assignment and Subletting.** Tenant shall not assign this Lease, or any part hereof, nor sublet all or any portion of the Premises, nor mortgage, transfer or encumber any interest therein or in the Tenant Improvements or any Additional Tenant Improvements (hereinafter collectively "Transfer") without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion. Consent by Landlord to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer. In connection with each requirement for consent to a Transfer, Tenant shall pay the reasonable cost of processing the same, including reasonable attorney fees, upon demand of Landlord. If Landlord consents to any proposed Transfer, Tenant may enter into the same, but only upon the specific terms and condition set forth in Tenant's request for such consent; and such Transfer shall be subject to, and in full compliance with, all of the terms, covenants and conditions of this Lease and the consent by Landlord to any Transfer shall not relieve Tenant of any obligation under this Lease. Landlord may require Tenant and the Transferee to execute a Landlord consent form and no Transfer shall be binding on Landlord unless Tenant and the Transferee shall deliver to Landlord a fully-executed counterpart of the document effecting the Transfer.

**19. Termination.**

**19.1 Landlord's Termination for Tenant's Default.** The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant: (a) vacation

or abandonment of the Premises prior to the Expiration Date of the Term or any Renewal Term or any earlier termination of this Lease; (b) failure by Tenant to make any payment of Annual Rent or Additional Rent when due, or failure to make any other payment required hereunder when due when that failure continues for a period of ten (10) business days after written notice from Landlord; (c) failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where that failure continues for a period of FIFTEEN (15) calendar days after written notice from Landlord to Tenant; provided, that if the nature of Tenant's obligation is such that more than FIFTEEN (15) calendar days are reasonably required for cure, Tenant shall not be in default if Tenant commences to cure within FIFTEEN (15) calendar days of Landlord's written notice and thereafter diligently pursues completion and completes performance within a reasonable time; or (d) Tenant's failure to comply with the same Lease term or covenant on three separate occasions during the Term, even if such breach is cured within the applicable cure period. In the event of any default by Tenant, Landlord may at any time following written notice thereof to Tenant, and without waiving or limiting any other right or remedy, terminate this Lease, re-enter and take possession of the Premises and any Tenant Improvements, accelerate all Annual Rent payments due hereunder, which payments will then become immediately due and payable, or pursue any other remedy allowed by law. Tenant shall pay Landlord the documented costs of recovering possession of the Premises including, without limitation, court costs and reasonable attorney fees, the expenses of reletting, and any other costs or damages arising out of or relating in any way to Tenant's default.

**19.2 Other Termination by Landlord.** Notwithstanding any other provision of this Lease to the contrary, Landlord shall have the right to terminate this Lease at any time prior to the Expiration Date of the Term or any Renewal Term, for any reason or no reason, in its sole and absolute judgment and discretion. If any such termination shall occur, and provided Tenant is not in breach of any material term or condition of this Lease, Landlord shall pay to Tenant just compensation as provided in Section 19.2.1 below.

**19.2.1 Just Compensation.** If this Lease is terminated pursuant to Section 19.2 above, Landlord shall pay to Tenant just compensation for the Tenant Improvements and Tenant's business, taking into consideration the remaining Term and any Renewal Terms of this Lease, and including the cost of removal of any Tenant Improvements and Additional Tenant Improvements.

**19.2.2 Dispute Resolution.** If the Parties cannot agree on just compensation, then each Party shall appoint an appraiser who is licensed and/or certified as an appraiser in the state of Washington and who holds a current membership in the Appraisal Institute. If the two appraisers agree on just compensation, their decision shall be binding upon the Parties and may be enforced as an arbitration award under the laws of the state of Washington. If the two appraisers cannot agree on just compensation, then they shall appoint a third appraiser with their same qualifications and the THREE (3) appraisers shall thereupon hold a hearing at a time and place mutually convenient to the Parties to determine just compensation. Each Party shall have the right to present at such hearing any relevant evidence, argument and written briefs as they may desire. The decision of any TWO (2) of the appraisers as to just compensation shall be binding upon the Parties and may be enforced as an arbitration award as provided under the laws of the

state of Washington. Each Party shall pay the cost of its own appraiser and shall share equally the cost of the third appraiser.

**19.3 Tenant's Termination for Landlord's Default.** Landlord shall be in default under this Lease if (i) Landlord fails or refuses to pay any sum of money payable under this Lease for thirty (30) or more days following Landlord's receipt of written notice of nonpayment; or (ii) Landlord violates any covenant or fails to perform any obligation under this Lease, other than those set forth in clause (i), and fails to cure such violation or failure within 30 days after Landlord's receipt of written notice of such violation or failure, or, if such violation or failure cannot be cured within 30 days, if Landlord fails to undertake reasonable efforts to cure such violation or failure within 30 days and diligently pursue completion of such cure as soon as is reasonably practical. In the event of any default by Landlord, Tenant may at any time following written notice thereof to Landlord, and without waiving or limiting any other right or remedy, (1) terminate this Lease, in which case neither party shall have any obligation to the other under this Lease; provided, that Landlord shall be responsible for all costs of removing any Tenant Improvements and Additional Tenant Improvements from the Premises; or (2) pursue any other remedy allowed by law or equity.

**19.4 Other Termination by Tenant.** Notwithstanding any other provision of this Lease to the contrary, upon 90 days' notice to Landlord, Tenant shall have the right to terminate this Lease at any time prior to the Expiration Date of the Term or any Renewal Term, for any reason or no reason, in its sole and absolute judgment and discretion, in which case neither Party shall have any obligation to the other Party under this Lease.

**20. Waiver.** Under no circumstances shall any failure by a Party to promptly enforce any of its rights under this Lease, whether resulting from a default by the other Party or otherwise, operate or be construed as a waiver of such rights unless the Party gives the other Party express written notice that a waiver has occurred.

**21. Landlord's Right of Entry.** Tenant shall not unreasonably withhold consent to Landlord or Landlord's employees, agents or contractors to enter any portion of the Premises to inspect the same, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the Tenant's consent in the case of emergency or abandonment. Except in the case of emergency or abandonment, or it is otherwise impactable to do so, Landlord shall give Tenant at least TWENTY-FOUR (24) hours prior notice of its intent to enter the Premises. The foregoing notwithstanding, Landlord shall have the right to use any and all means Landlord may deem necessary or appropriate to gain access to the Premises and the Tenant Improvements without liability to Tenant, except for any failure to exercise due care for Tenant's property, for the purpose of responding to a bona fide emergency thereupon. Any such entry by Landlord by any of said means or otherwise shall not, under any circumstances, be construed or deemed to be forceable or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises, or any portion thereof, provided said entry relates to emergency purposes as aforesaid.

**22. Landlord Mortgages and Deeds of Trust; Priority and Attornment.** Landlord may mortgage the Premises or grant deeds of trust or other encumbrances with respect thereto;

provided that in the event of any foreclosure of any such mortgage, deed of trust or other encumbrance, the mortgagee named in the mortgage, the beneficiary named in the deed of trust, or the grantee of such other encumbrance agrees to recognize this Lease, to assume Landlord's obligations under this Lease and to not disturb Tenant if Tenant is not in default hereunder. Tenant agrees to execute such reasonable estoppels certificates as may be required by any mortgagee or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Annual Rent and other charges have been paid. This Lease shall for all purposes be subject and subordinate to any mortgage or deed of trust which is now a lien upon the Premises and to any or all amounts owing or advances to be made thereunder, and all renewals, replacements or consolidations and extensions thereof. This Lease is also subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises by Landlord and to any or all advances to be made or amounts owing thereunder and all renewals, replacements, consolidations and extensions thereof, provided that the mortgagee named in the mortgage or the beneficiary named in the deed of trust agrees to recognize this Lease, to assume Landlord's obligations hereunder and to not disturb Tenant if Tenant is not in default hereunder. Tenant shall execute and deliver, within TEN (10) business days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

**23. Notices.** Notices under this Lease shall be in writing and shall be sent by either: (a) United States certified mail, return receipt requested; (b) recognized overnight express or legal messenger service which customarily maintains a contemporaneous permanent delivery record; or (c) facsimile to the address of such person as set forth in this Lease, or such address or addresses designated in writing from time to time. Notices shall be deemed delivered on the earlier of: (a) the date of receipt as shown by the return receipt; (b) the delivery date as shown in the regular business records of the overnight courier or legal messenger service; or (c) the date of automatic confirmed receipt by the recipient's fax, as the case may be.

Emails are not considered official notice and must be followed up with notice in writing as specified above.

Notices shall be sent to Landlord and/or Tenant at the address or facsimile for that Party as designated below:

Landlord: Pierce County Parks and Recreation Services  
ATTN: JJ Knechtel, Business and Financial Operations - Parks  
9850 – 64<sup>th</sup> St W  
University Place, WA 98467  
Telephone: 253-798-4102  
Facsimile: None  
Email: Jonathan.Knechtel@PierceCountyWA.gov

Copy to: Pierce County Prosecutor – Civil Division  
Attn: Jason M. Whalen, Deputy Prosecuting Attorney  
930 Tacoma Avenue South, Suite 946  
Tacoma, WA 98402-2171

Telephone: 253-798-6754  
Facsimile: None  
Email: Jason.Whalen@piercecountywa.gov

Tenant: City of Orting  
Attn: City Clerk  
PO Box 489  
Orting, WA 98360  
Telephone: 360-893-2219  
Facsimile: None  
Email: clerk@cityoforting.org

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

**24. Negotiation and Construction.** This Lease was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

**25. Time.** Time is of the essence of this Lease and of every term and provision hereof. If the date for any performance under this Lease falls on a weekend or holiday, the time shall be extended to the next business day.

**26. Prior Agreements.** This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

**27. Attorney Fees and Costs.** In the event either Party requires the services of an attorney in connection with enforcing the terms of this Lease, whether or not suit is filed, or in the event suit is filed for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to Landlord or eviction of Tenant during the Term or any Renewal Term or after the expiration thereof, the substantially prevailing party shall be entitled to reasonable attorney fees and all costs incurred in connection therewith, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial, on appeal or without resort to suit.

**28. Vacation of Premises; Holding Over.** Upon written notice from Landlord given at any time prior to the expiration of the Term or any Renewal Term, Tenant shall promptly vacate the Premises on or before the last day thereof, leaving the Premises in the condition described in Section 29 below. If Tenant holds over the expiration or earlier termination of the Term or any Renewal Term without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion, Tenant shall become a tenant-at-sufferance only and otherwise subject to the terms, covenants and conditions herein specified insofar as applicable. Acceptance by Landlord of Annual Rent or any PIERCE COUNTY PARKS GROUND LEASE (Orting Welcome Sign)

other benefit accruing to Landlord under this Lease after the expiration of the Term or any Renewal Term, or earlier termination thereof, shall not result in a renewal of this Lease. The foregoing provisions of this Section 28 are in addition to and do not affect Landlord's right of re-entry or any other rights of Landlord hereunder or as otherwise provided by law. Tenant hereby indemnifies and agrees to hold Landlord harmless from all losses, injuries or liabilities of any kind, type or nature whatsoever arising out of or in any way relating to Tenant's failure to surrender the Premises upon the expiration or earlier termination of this Lease.

**29. Surrender of Premises.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work as a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Lessee shall: (a) peaceably surrender the Premises to Landlord; (b) remove the Tenant Improvements specifically described as the Items in Section 7.3 above; and (b) leave the Premises in a good, neat, clean, safe and sanitary condition and in good working order, condition and repair, reasonable wear and tear excepted.

**30. Successors and Assigns.** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease are binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. If Landlord sells or otherwise conveys its title to the Premises, then after the closing date of such sale or conveyance Landlord shall have absolutely no further liability to Tenant under this Lease except as to matters of liability that have accrued and remain unsatisfied as of the date of sale or conveyance, and Tenant must seek performance solely from Landlord's purchaser or successor-in-interest. Landlord's purchaser or successor-in-interest shall have all rights and obligations of Landlord hereunder.

**31. Cost of Performance by Tenant.** Except as otherwise expressly provided to the contrary elsewhere in this Lease, all covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at its sole cost and expense and without any abatement of Annual Rent or any other amount due from Tenant under this Lease. If Tenant fails to pay any sum of money owed to any party other than Landlord for which Tenant is liable hereunder, or if Tenant fails to perform any other act on its part to be performed hereunder, and such failure continues for TEN (10) business days after written notice thereof by Landlord, Landlord may, without waiving or releasing Tenant from its obligations, make any such payment or perform any such other act to be made or performed by Tenant. Tenant shall pay to Landlord, on demand, all sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the lesser of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum rate permissible by law, from the date of such payment by Landlord.

**32. Americans with Disabilities Act.** Within TEN (10) business days after receipt, Tenant shall advise Landlord in writing, and provide Landlord with copies of (as applicable): (a) any notices alleging violation of the Americans with Disabilities Act of 1990, as amended ("ADA") relating to any portion of the Premises and/or the Tenant Improvements; (b) any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises and/or the Tenant Improvements; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any

portion of the Premises and/or the Tenant Improvements. Any cost or expense associated with bringing the Premises, the Tenant Improvements and/or any Additional Tenant Improvements into compliance with the ADA shall be the sole responsibility of Tenant.

**33. Execution Required; Recording.** Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for Lease, and is not effective as a Lease or otherwise, until execution by and delivery to both Landlord and Tenant. Unless otherwise expressly required by law, neither this Lease nor any memorandum hereof shall be recorded by either Party.

**34. Severability.** Any provision of this Lease which proves to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**35. Governing Law; Venue.** This Lease shall be governed by and construed in accordance with the laws of the state of Washington. Landlord and Tenant agree that venue of any action between the Parties arising out of or relating in any way to this Lease shall be in the superior court of Pierce County, Washington.

**36. Rules and Regulations.** Tenant shall at all times use the Park Property and the Premises in accordance with such reasonable rules and regulations as may be adopted by Landlord from time to time for the general safety, care, and cleanliness thereof.

**37. Exhibits.** The following exhibits are attached to and by this reference incorporated herein as if fully set forth:

- Exhibit A** - Legal Description of Park Property
- Exhibit B** - Legal Description and Graphic Depiction of Premises
- Exhibit C** - Description of Tenant Improvements

**38. Effective Date of Lease.** The Effective Date of this Lease shall be the date Landlord's County Executive has signed this Lease as indicated opposite her name below.

***[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]***







**EXHIBIT A**  
**(Legal Description of Park Property)**

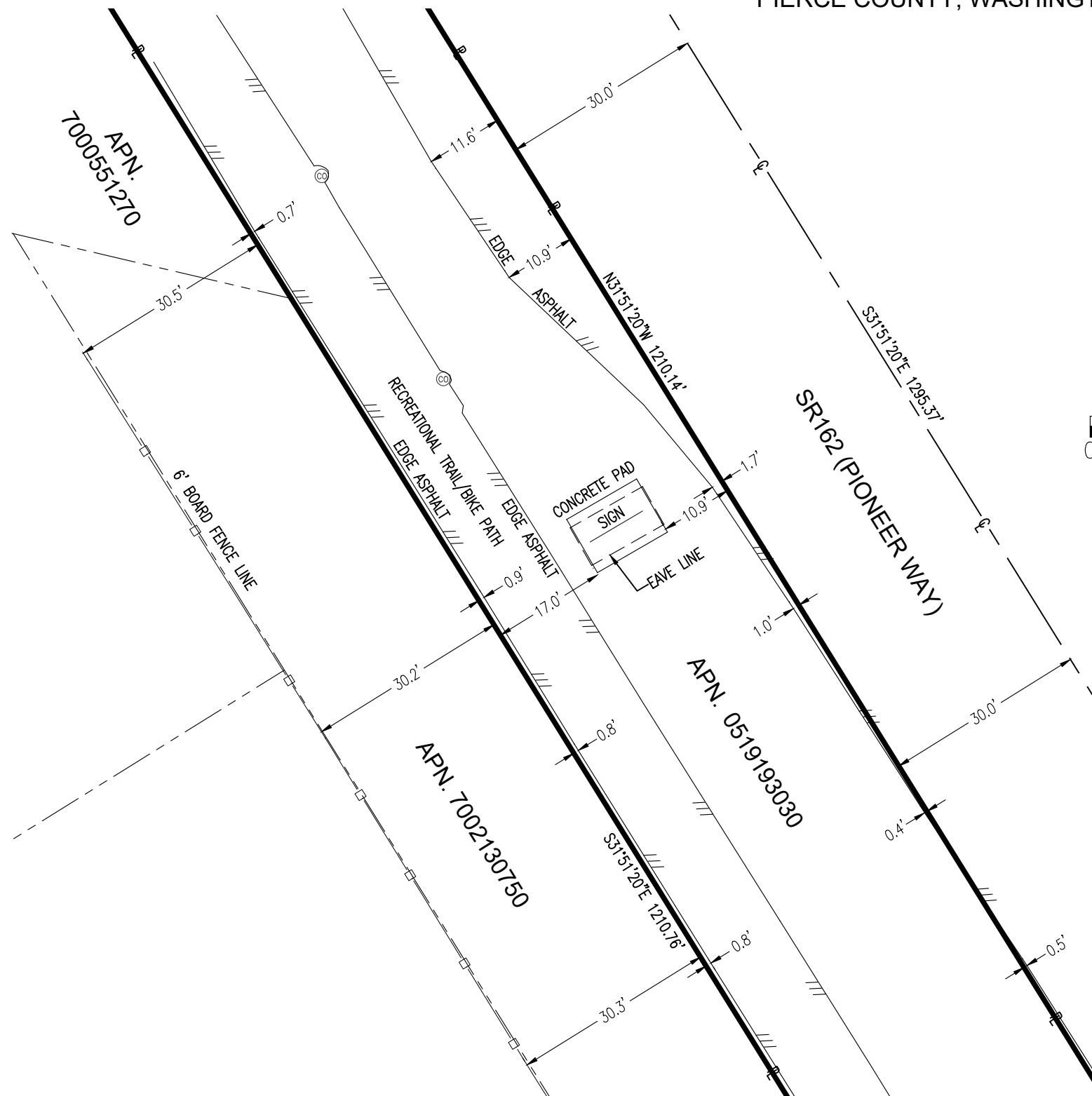
THAT PORTION OF THE ABANDONED RAILROAD RIGHT OF WAY LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RNGE 5 EAST OF THE W.M., AS ACQUIRED BY DEED RECORDED UNDER RECORDING NUMBER 9105170497, SAID STRIP LYING SOUTHERLY OF MOST NORTHERLY LINE OF PLAT OF VILLAGE GREEN DIVISION I, RECORDED UNDER RECORDING NUMBER 9507060091, EXTENDED EAST.  
SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

**EXHIBIT B**  
**(Legal Description and Graphic Depiction of Premises)**

**FOLLOWS ON NEXT PAGE**

# EXHIBIT OF EXISTING SIGN LOCATION

A PORTION OF SEC. 19, T.W.P. 19 N., R. 5 E., W.M.  
PIERCE COUNTY, WASHINGTON



## LEGAL DESCRIPTIONS

THAT PORTION OF THE ABANDONED RAILROAD RIGHT OF WAY LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE W.M., AS ACQUIRED BY DEED RECORDED UNDER RECORDING NUMBER 9105170497, SAID STRIP LYING SOUTHERLY OF MOST NORTHERLY LINE OF PLAT OF VILLAGE GREEN DIVISION I, RECORDED UNDER RECORDING NUMBER 9507060091, EXTENDED EAST.

SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

## BASIS OF BEARING

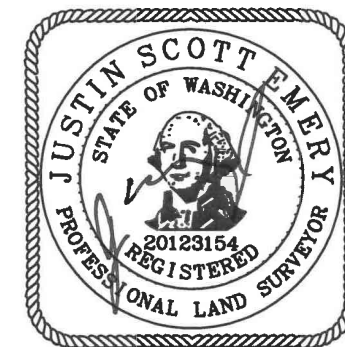
SEE RECORD OF SURVEY BY PERAMETRIX RECORDED UNDER PIERCE COUNTY RECORDING NUMBER 202211015007.

## LEGEND

- CENTERLINE RIGHT OF WAY
- PROPERTY LINE
- SEWER CLEAN OUT

## LINE TYPES

- SUBJECT PROPERTY PARCEL LINE
- RIGHT OF WAY LINE
- CENTERLINE RIGHT OF WAY
- LOT LINE
- WOODEN FENCE AS NOTED



**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374  
P 253.604.6600  
WWW.PARAMETRIX.COM

SURVEYED TW	 ONE INCHES AT FULL SCALE IF NOT SCALE ACCORDINGLY	SHEET NO. 1 OF 1
DRAWN KWV		
CHECKED JE	SCALE 1"=20'	
APPROVED JE	DATE 11/08/2022	

**EXHIBIT C**  
**(Description of Tenant Improvements)**

Replace an existing analogue reader board with an electronic reader board of similar physical dimensions on the existing concrete base. Electric service will be run to the new sign based on the advice of an electrician and PSE. Landscaping will be restored to the current landscape character of the premises.



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB24-10</b>	<b>CGA</b>	<b>1.17.2024</b>	
Setting Meeting Dates for 2024				
	<b>Department:</b>	City Clerk		
	<b>Date Submitted:</b>	<b>1.11.2024</b>		
<b>Cost of Item:</b>	₪			
<b>Amount Budgeted:</b>	₪			
<b>Unexpended Balance:</b>	₪			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Kim Agfalvi, CMC, City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Resolution No. 2024-02 and Exhibit				
<b>SUMMARY STATEMENT:</b>				
<p>The Mayor and City Staff would like to plan now for any potential meeting dates that conflict with holidays in 2024. This would give Councilmembers and staff time to adjust their schedules. The Mayor would also like to plan and schedule in advance special meetings for strategic planning and for whether Council would like any additional budget meetings in October or November 2024. Council expressed a desire for not having meetings in August to allow for Councilmember and staff vacations. The proposed Resolution allows the City Council and staff to work together to accomplish these goals.</p> <p>Discussion Items:</p> <ul style="list-style-type: none"> <li>• April 2024 – Setting a meeting date to discuss goals – staff recommendation is April 3, 2024.</li> <li>• Moving Study Session from June 19<sup>th</sup>, 2024 to a combined regular meeting/study session on June 12<sup>th</sup>, 2024 to allow for attendance at the AWC Annual Conference for Council Members.</li> <li>• Cancelling August meetings to allow for vacations for Councilmembers and Staff.</li> <li>• Setting budget retreat date(s) for September 2024 – staff recommended date is Saturday, September 21, 2024 and Wednesday, October 23<sup>rd</sup> if a second date is being set.</li> <li>• Due to office closure, December 25, 2024 meeting moved to Thursday, December 26, 2024.</li> </ul>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Move forward regular business meeting on February 28 <sup>th</sup> , 2024 as a consent agenda item.				
<b>RECOMMENEDED MOTION: <u>MOTION:</u></b>				
To Adopt Resolution No. 2024-02, setting the regular and special Council Meeting dates for the year 2024.				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, SETTING REGULAR AND SPECIAL  
CITY COUNCIL MEETING DATES FOR 2024.**

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

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

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

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

**Section 1. Authorizes.** The Orting City Council hereby adopts the meeting schedule attached as Exhibit A, for the year 2024, consistent with Orting Municipal Code 1-6-1.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
28th DAY OF February, 2024.**

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



# 2024 Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31






September						
Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## Federal Holidays 2024

 Federal/City Holiday	 Regular Council Meeting	 Study Session	 Planning Commission	 Special Meeting
Jan 1 New Year's Day	May 27 Memorial Day	Sep 2 Labor Day	Nov 28 Thanksgiving Day	
Jan 15 Martin Luther King Day	Jun 19 Juneteenth	Sep 21 Budget Retreat 1	Nov 29 Day After Thanksgiving	
Feb 19 Presidents' Day	Jun 18-21 AWC Conference	Oct 23 Budget Retreat 2 *	Dec 24 Christmas Eve	
Apr 3 Council Goals	Jul 4 Independence Day	Nov 11 Veterans Day	Dec 25 Christmas Day	



## 2024 City Council Meetings

January	10th	7:00pm	Regular Meeting
January	17th	6:00pm	Study Session
January	31st	7:00pm	Regular Meeting
February	14th	7:00pm	Regular Meeting
February	21st	6:00pm	Study Session
February	28th	7:00pm	Regular Meeting
March	13th	7:00pm	Regular Meeting
March	20th	6:00pm	Study Session
March	27th	7:00pm	Regular Meeting
<b>April</b>	<b>3rd</b>	<b>6:00pm</b>	<b>Council Goals</b>
April	10th	7:00pm	Regular Meeting
April	17th	6:00pm	Study Session
April	24th	7:00pm	Regular Meeting
May	8th	7:00pm	Regular Meeting
May	15th	6:00pm	Study Session
May	29th	7:00pm	Regular Meeting
June	12th	6:00pm	Regular Meeting/Study Session
<b>June</b>	<b>18th - 21st</b>	<b>Vancouver</b>	<b>AWC Conference</b>
June	26th	7:00pm	Regular Meeting
July	10th	7:00pm	Regular Meeting
July	17th	6:00pm	Study Session
July	31st	7:00pm	Regular Meeting
<b>August</b>	<b>14th</b>	<b>7:00pm</b>	<b>Regular Meeting</b>
<b>August</b>	<b>21st</b>	<b>6:00pm</b>	<b>Study Session</b>
<b>August</b>	<b>28th</b>	<b>7:00pm</b>	<b>Regular Meeting</b>
September	11th	7:00pm	Regular Meeting
September	18th	6:00pm	Study Session
<b>September</b>	<b>21st</b>	<b>9:00am</b>	<b>Budget Retreat 1</b>
September	25th	7:00pm	Regular Meeting
October	9th	7:00pm	Regular Meeting
October	16th	6:00pm	Study Session
<b>October</b>	<b>23rd</b>	<b>9:00am</b>	<b>Budget Retreat 2 *</b>
October	30th	7:00pm	Regular Meeting
November	13th	7:00pm	Regular Meeting
November	20th	6:00pm	Study Session
November	27th	7:00pm	Regular Meeting
December	11th	7:00pm	Regular Meeting
December	18th	6:00pm	Study Session
December	26th	7:00pm	Regular Meeting

## 2024 Holidays – City Offices Closed

New Years	January 1	Monday
Martin Luther King Day	January 15	Monday
President's Day	February 19	Monday
Memorial Day	May 27	Monday
Juneteenth	June 19	wednesday
Independence Day	July 4	Thursday
Labor Day	September 2	Monday
Veteran's Day	November 11	Monday
Thanksgiving	November 28	Thursday
Day after Thanksgiving	November 29	Friday
Christmas Eve	December 24	Tuesday
Christmas Day	December 25	wednesday



**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>10.4.2023</b> <b>2.7.2024</b>	<b>10.18.2023</b> <b>2.21.2024</b>	<b>10.25.2023</b>
	<b>Department:</b>	Admin/Orting Historical Society		
	<b>Date Submitted:</b>	<b>8.31.2023</b> <b>9.29.2023</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>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. Staff are requesting that CGA provide two alternatives to pass along to the Historical society for placing the plaque.</p> <p>The CGA Committee recommended installing the plaque on the described and pictured stand on either side of the benches and water fountain on the west side of City Hall. Staff has not yet investigated any conflicts with the areas and further investigation will need to be completed.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move Forward to regular business meeting on February 28 <sup>th</sup> , 2024 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the installation of a plaque honoring George Capestany on the described and pictured stand on either side of the benches and water fountain on the west side of City Hall.				

# 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 Paramatrix Engineering. When he retired from Paramatrix 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

**1-5-2: DONATIONS TO THE CITY:**

A. Acceptance: All donations with a current value of up to five thousand dollars (\$5,000.00) may be approved and accepted, for and on behalf of the city, by the mayor; provided that a separate record shall be maintained for each donation received and accepted. The mayor may decline to accept a donation if such donation is not consistent with the policies, plans, goals or ordinances of the city or if acceptance of same is contrary to law. All donations with a value greater than five thousand dollars (\$5,000.00) must be approved by the city council before acceptance. The mayor, or his or her designee, shall estimate the value of any nonmonetary donation not supported by a bona fide appraisal, for the purposes of compliance with this section.

B. Administration: The city treasurer shall have the responsibility for the financial administration of all donations to the city and shall create appropriate BARS codes and/or funds as required by the donation and initiate any additional procedures or policies as required.

C. Use: In the event a donor has imposed terms or conditions upon the acceptance and use of such donation or otherwise indicated a desire for a particular use by the city of a donation, such donation shall, to the extent reasonably feasible, be used consistent with the donor's stated conditions or desired use. The mayor is authorized to carry out any conditions or desired use thereof, if the same is within the powers granted by law to the city. If the donor does not impose terms for use, the mayor shall have authority to determine the use for donations with value up to five thousand dollars (\$5,000.00). For donations without use terms above five thousand dollars (\$5,000.00), the city council shall have authority to determine the use.

D. Annual Report: The mayor, or his or her designee, shall provide the city council with an annual report listing the nature and value of any and all donations which were approved and accepted by the mayor in accordance with this section during the calendar year preceding the report.

E. Definition: As used in this chapter, the term "donation" refers to any money or property, real or personal, donated, devised or bequeathed, with or without restriction, to the city. (Ord. 960, 8-13-2014)