

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL
Regular Business Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
February 28th, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

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

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

<https://us06web.zoom.us/j/88947157942?pwd=W5OF2kYxO8UDVo6nr3XirZdDhCJZL2.1>
Telephone: 1-253-215-8782 - Meeting ID: 889 4715 7942 and the passcode 653210.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS.

Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on February 28th, 2024 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

3. PUBLIC HEARING.

A. AB24-11 – Transportation Benefit District (TBD) Funding.

4. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated February 28th, 2024 which includes voucher numbers 55582 through 555621 in the amount of \$259,146.75, electronic fund transfers in the amount of \$22,371.27 for a grant total of \$281,518.02.

B. Payroll Voucher.

Payroll check numbers 24226 through 24227 in the amount of \$9389.17 electronic deposit transmissions in the amount of \$150,862.32 for a grand total of \$160,252.11 for the period covering February 1st, 2024 to February 15th, 2024.

C. Regular Business Meeting minutes of January 31st and February 14th, 2024.

D. Special Meeting Minutes of January 31st, 2024.

E. AB24-19 – General Sewer Plan Scope and Budget.

F. AB24-18 – Daffodil Parade Sponsorship.

G. AB24-14 – Council Rules of Procedure.

H. AB24-16 – Rainier Communication Commission (RCC) Interlocal Agreement.

I. AB24-15 – Orting Sign Parcel Lease Agreement.

J. AB24-10 – Meeting Dates 2024.

K. AB23-93 – Orting Historical Society Plaque Relocation Request.

Motion: To approve consent agenda as prepared.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219

Next Regular Meeting: March 13th, 2024

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5. NEW BUSINESS

A. AB23-104 – Sponsorship Policy.

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

B. AB23-105 – Food Truck Policy.

Motion: To adopt Ordinance No. 2024-1124, amending Chapter 3-2 of the Orting Municipal Code and adopting the City of Orting Food Truck Program.

6. EXECUTIVE SESSION.

7. ADJOURNMENT.

Items by Page Number.

3. PUBLIC HEARING.

A. AB24-11 – Transportation Benefit District (TBD) Funding. – Page 4

4. CONSENT AGENDA.

a. Claims Voucher. – Page 15

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b. Payroll Voucher. – Page 15

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c. Regular Business Meeting minutes of January 31st and February 14th, 2024. Page 26 and 28

d. Special Meeting Minutes of January 31st, 2024. Page 30

e. AB24-19 – General Sewer Plan Scope and Budget. Page 32

f. AB24-18 – Daffodil Parade Sponsorship. Page 39

g. AB24-14 – Council Rules of Procedure. Page 75

h. AB24-16 – Rainier Communication Commission (RCC) Interlocal Agreement. Page 110

i. AB24-15 – Orting Sign Parcel Lease Agreement. Page 153

j. AB24-10 – Meeting Dates 2024. Page 175

k. AB23-93 – Orting Historical Society Plaque Relocation Request. Page 180

Motion: To approve consent agenda as prepared.

5. NEW BUSINESS

A. AB23-104 – Sponsorship Policy. Page 187

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B. AB23-105 – Food Truck Policy. – Page 197

Motion: To adopt Ordinance No. 2024-1124, amending Chapter 3-2 of the Orting Municipal Code and adopting the City of Orting Food Truck Program.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: TBD Ordinance.	AB24-11	Public Works		
		1.3.2024	1.17.2024	2.28.2024
	Department:	Administration		
	Date Submitted:	12.22.2023		
Cost of Item:	TBD			
Amount Budgeted:	TBD			
Unexpended Balance:	N/A			
Bars #:	Fund 108			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: Adoption of this ordinance would impose a \$20 annual fee on vehicles registered in the City of Orting. Total collections are estimated to be \$140,000 per year.				
Attachments: Policy Memorandum, Ordinance No. 2024-1123				
SUMMARY STATEMENT:				
<p>Attached is a policy memorandum outlining the background on the City’s Transportation Benefit District, financial information, recommended goals of an updated program as well as a potential schedule on how the funds could be spent over a 10-year period to address the recommendations of our recent street condition assessment.</p> <p>The Ordinance attached would add aa \$20 fee to car tabs for street maintenance, adopt goals and policies for how these funds should be used, direct implementation of the ordinance, and provides for a sunset of the fee on January 1, 2030 unless council decides to extend the program.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>To Adopt Ordinance No. 2024-1123, an ordinance of the City of Orting, Washington, relating to annual vehicle license fee; setting the annual vehicle fee at \$20 (twenty dollars); providing for severability, setting program goals, establishing a mechanism to spend funds; and establishing an effective date.</p>				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2024-1123

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO ANNUAL VEHICLE
LICENSE FEE; SETTING THE ANNUAL VEHICLE FEE AT
\$20 (TWENTY DOLLARS); PROVIDING FOR
SEVERABILITY, SETTING PROGRAM GOALS,
ESTABLISHING A MECHANISM TO SPEND FUNDS; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Orting Transportation Benefit District was established, pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City Council of Orting by Ordinance No. 976 in November 2011; and

WHEREAS, consistent with RCW 36.73.065, the District established an annual vehicle license fee in the amount of twenty dollars (\$20), to be collected by the Washington Department of Licensing on qualifying vehicles, set forth in RCW 82.80.140 and Chapters 36.73 and 46.16 RCW; and

WHEREAS, by Ordinance No. 2015-972, the City of Orting assumed the rights, powers, immunities, functions, and obligations of the Orting Transportation Benefit District, pursuant to Second Engrossed Substitute Senate Bill 5987 (2015), which amending Chapter 36.73 RCW to allow for said assumption; and

WHEREAS, following assumption of the functions of the Orting Transportation Benefit District (TBD), the City continued to collect the annual vehicle license fee in the amount of twenty dollars (\$20), as reflected in the City's annual budget ordinances; and

WHEREAS, the City Council elected to amend the rate to \$0 (zero dollars) in February of 2020 through Ordinance No. 2020-1058, after a public hearing and in response to the passage of Initiative No. 976, which repealed and lowered certain vehicle registration fees and taxes in Washington;

WHEREAS, Initiative No. 976 was later declared invalid by the State Supreme Court, but the City Council maintained the rate at \$0; and

WHEREAS, in 2022 Council set a goal of completing a street assessment and coming up with a plan to address street maintenance, including study of the TBD program;

WHEREAS, in 2023 the Public Works committee studied various options for street maintenance and found the TBD fee to be the most efficient source of funding, and recommended limiting expenditures to only street expenses and necessary pedestrian improvements; and

WHEREAS, on February 28th, 2024, the City Council held a duly noticed public hearing at its regularly schedule meeting to hear public comment on this Ordinance; and

WHEREAS, the City Council finds that it is in the best interests of the City to set the annual vehicle fee in the amount of \$20 (twenty dollars), consistent with Chapter 36.73 RCW;

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

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. Amendment of Annual Vehicle Fee. The annual vehicle fee established for the City of Orting and collected by the Washington Department of Licensing on qualifying vehicles, consistent with Ch. 36.73 RCW, is hereby amended to a charge in the amount of \$20 (twenty dollars).

Section 3. Notice to Department of Licensing. The Clerk is instructed to submit this Ordinance to the Washington Department of Licensing (DOL), and to direct DOL to take all steps necessary to immediately implement this Ordinance.

Section 4. Goals and Policy of Transportation Benefit District Program. The council adopts the following goals and policy statements to guide project selection and development for the Transportation Benefit District:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

Section 5. Implementation. The city will identify projects eligible for TBD funding as part of its 6-year Transportation Improvement Plan which is adopted annually around June.

Section 6. Department of Licensing Agreement. Should any agreement with the Department of Licensing, another Washington State Agency, or their vendor become necessary to implement this fee, the Mayor is authorized to execute those agreements.

Section 7. Termination of Fee. The annual vehicle fee authorized will revert to \$0 (zero dollars) annually on January 1, 2030 unless re-authorized by the City Council.

Section 8. Ratification. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 9 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 10. Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 11. 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 28th DAY OF February, 2024

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk, CMC

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 20XX-XXXX
Date of Publication:
Effective Date:



Memo

To: CM Williams & CM Moore

From: Scott Larson, City Administrator

cc: Marshall Maurer, John Bielka

Date: December 6, 2023

Re: TBD Policy

Background

1. In 2011 the council adopted Ordinance No. 920, establishing a Transportation Benefit District (TBD) for the purpose of a stable funding source to maintain existing motorized transportation facilities, as existing resources were found to be inadequate for this purpose, by assessing a \$20 per vehicle tax paid at the time of vehicle license renewal.
2. In 2015 the council adopted Ordinance No. 2015-972 which dissolved the District and absorbed it under the "City" government continuing with established plan and goals of street preservation and maintenance.
3. In 2016 council adopted Resolution No. 2016-29 modifying permissible uses of TBD funding to include non-motorized transportation facilities.
4. For the last 10 years, the TBD has been the primary revenue source for chip seal/grind & overlay maintenance of our streets. Revenue in the streets fund covers custodial maintenance (potholes, sweeping), staff costs associated with the same as well as street lights.
5. In 2020 Council adopted Ordinance No. 2020-1058 which reduced the TBD fee to \$0.00 following passage of I-976.
6. In October of 2020 the Washington State Supreme Court found I-976 unconstitutional, allowing cities to continue assessing transportation benefit district fees.
7. In 2022, the council adopted a goal of completing a street assessment and coming up with a plan to pay for said maintenance.
8. In 2022, the council commissioned an ADA transition plan which assessed city facilities (both vertical and infrastructure) based on current accessibility standards, and the plan made a number of recommendations for improvements.

Financials:

The TBD historically collected \$20 per registered vehicle per year since 2012 and has spent an average of \$85,000 per year between 2013 and 2019. Here is a table showing summarizing revenues and expenses.

	Revenue	Expense	Population
2013	88,874.54	71,775.13	7,058
2014	118,384.96	93,976.79	7,235
2015	127,941.69	65,680.09	7,501
2016	132,580.80	165,995.76	7,785
2017	135,991.35	103,738.40	8,126
2018	138,512.55	19,219.75	8,415
2019	140,898.45	79,040.88	8,735
2020	42,995.70	3,783.49	9,041
2021	178.20	42,152.79	9,010
2022	43.04	36,468.75	9,055
2023	-	14,375.50	9,110

Goals

The goals of the Transportation Benefit District are as follows:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

Project Proposals

Based on the Street Assessment report and the ADA transition plan, here is a set of assumptions as well as annual costs and fund balances. Here are the assumptions:

1. Staff will pursue grants to cover the following:
 - a. Overlay – 50% grant funded
 - b. Chip seal 25% grant funded
 - c. Reconstruction – 80% grant funded
 - d. Curb ramps – 80% grant funded

2. Construction costs are based on a 2022 estimate.
 - a. Actual costs have been increased to account for permitting, design, right-of-way cost. For Chip seal, overlay and curb ramps this is estimated at 25% of construction; for reconstruction this cost is estimated at 50% of construction.
 - b. All total costs have been inflated 3% per annum based on the assumed year of construction.

Here is an annual estimate of the program costs. Please note that revenue has not been inflated and is assumed to remain at \$140,000 per year:

Year	Cost	Balance
2024	119,780.00	220,220.00
2025	152,940.63	207,279.38
2026	224,700.00	122,579.38
2027	176,841.25	85,738.13
2028	163,725.00	62,013.13
2029	147,090.63	54,922.50
2030	166,780.00	28,142.50
2031	111,760.00	56,382.50
2032	134,875.00	61,507.50
2033	124,687.50	76,820.00
2034	128,350.00	88,470.00

The following page contains a list of the projects, organized by year to accomplish all the identified street maintenance as well as a portion of the curb ramps and sidewalks over the next 10 years.

<u>Project</u>	<u>Cost (2022)</u>	<u>Cost +</u>	<u>City Share</u>	<u>Grant</u>	<u>City Cost + Inf</u>	<u>Ft. of Lanes</u>	<u>Year</u>	<u>Type</u>
Boatman Avenue/Cloud Street/Nunnally Avenue Crack Seal (Lane Boulevard to Colorossi Cir.)	\$9,000	\$9,000	\$9,000		\$9,540	3,871	2024	crack seal
Icey Street Crack Seal (East of Grinnell Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,729	2024	crack seal
Grinnell Avenue Crack Seal (South of Balmer Street)	\$4,000	\$4,000	\$4,000		\$4,240	1,642	2024	crack seal
Williams Boulevard/Avenue/Court Crack Seal (West of Headley Avenue)	\$8,000	\$8,000	\$8,000		\$8,480	3,356	2024	crack seal
Williams Street Crack Seal (Ozzie Street to Williams Avenue)	\$7,000	\$7,000	\$7,000		\$7,420	2,845	2024	crack seal
Mellinger Avenue Crack Seal (Williams Street to Williams Boulevard)	\$4,000	\$4,000	\$4,000		\$4,240	1,685	2024	crack seal
Nunally Avenue Crack Seal (Cloud Street to Williams Boulevard)	\$5,000	\$5,000	\$5,000		\$5,300	1,960	2024	crack seal
Lane Boulevard Crack Seal (Nunnally Avenue to Washington Avenue)	\$5,000	\$5,000	\$5,000		\$5,300	2,086	2024	crack seal
Thompson Avenue Crack Seal (Callendar Street to Groff Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,688	2024	crack seal
Calistoga Street Crack Seal (Ammons Lane to River Avenue)	\$5,000	\$5,000	\$5,000		\$5,300	1,831	2024	crack seal
Callendar Street Crack Seal (Thompson Avenue to Groff Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,676	2024	crack seal
Train Street Reconstruction (Eldredge Avenue to Ammons Lane)**	\$7,000	\$7,000	\$7,000		\$7,420	2,917	2024	crack seal
Skinner Way Reconstruction (Calistoga Street to Belfair Avenue)**	\$5,000	\$5,000	\$5,000		\$5,300	1,915	2024	crack seal
Bowlin Avenue Reconstruction (Parker Lane to Leber Street)**	\$5,000	\$5,000	\$5,000		\$5,300	1,828	2024	crack seal
Old Pioneer Way Reconstruction (North of Chief Emmons Lane)**	\$7,000	\$7,000	\$7,000		\$7,420	2,842	2024	crack seal
Corrin Avenue Overlay (South of Harman Way)**	\$5,000	\$5,000	\$5,000		\$5,300	2,060	2024	crack seal
Brown Street and Brown Way Overlay**	\$7,000	\$7,000	\$7,000		\$7,420	2,983	2024	crack seal
Washington Avenue Overlay (South of Bridge Street)**	\$8,000	\$8,000	\$8,000		\$8,480	3,330	2024	crack seal
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$10,600		2024	Pedestrian
Olive Street Chip Seal	\$10,000	\$12,500	\$9,375	\$3,125	\$10,219	749	2025	chip seal
Whitehawk Boulevard Chip Seal (Washington Avenue to Orting Avenue)	\$74,000	\$92,500	\$69,375	\$23,125	\$75,619	5,617	2025	chip seal
Calistoga Street Chip Seal (Kansas Street to Corrin Avenue)	\$55,000	\$68,750	\$51,563	\$17,188	\$56,203	4,222	2025	chip seal
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$10,900		2025	Pedestrian
Eldredge Avenue Overlay (Whitesell Street to Calistoga Street)	\$90,000	\$112,500	\$56,250	\$56,250	\$63,000	1.99	2026	overlay
Tacoma Avenue Chip Seal	\$24,000	\$30,000	\$22,500	\$7,500	\$25,200	1,770	2026	chip seal
Corrin Avenue Overlay (Whitesell Street to Bridge Street)	\$179,000	\$223,750	\$111,875	\$111,875	\$125,300	3,986	2026	overlay
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,200		2026	Pedestrian
Skinner Way Reconstruction (Calistoga Street to Belfair Avenue)**	\$273,000	\$409,500	\$81,900	\$327,600	\$94,185	1,915	2027	Reconstruction
Anderson Street Overlay (Williams Street to Boatman Avenue)	\$99,000	\$123,750	\$61,875	\$61,875	\$71,156	2,203	2027	overlay
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,500		2027	Pedestrian
Deeded Lane (Calistoga Street to Eldredge Avenue)	\$145,000	\$181,250	\$90,625	\$90,625	\$106,938	3,216	2028	overlay
Orting Avenue (Callendar Street to Whitehawk Boulevard)	\$61,000	\$76,250	\$38,125	\$38,125	\$44,988	1,358	2028	overlay
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,800		2028	Pedestrian
Corrin Avenue Overlay (South of Harman Way)**	\$93,000	\$116,250	\$58,125	\$58,125	\$70,331	2,060	2029	overlay
Stone Street Chip Seal (Headley Avenue to Mellinger Avenue)	\$13,000	\$16,250	\$12,188	\$4,063	\$14,747	982	2029	chip seal
Eldredge Avenue Chip Seal (Calistoga Street to Kansas Street)	\$44,000	\$55,000	\$41,250	\$13,750	\$49,913	3,313	2029	chip seal
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,100		2029	Pedestrian
Train Street Reconstruction (Eldredge Avenue to Ammons Lane)**	\$415,000	\$622,500	\$124,500	\$498,000	\$154,380	2,917	2030	Reconstruction
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,400		2030	Pedestrian
Bowlin Avenue Reconstruction (Parker Lane to Leber Street)**	\$260,000	\$390,000	\$78,000	\$312,000	\$99,060	1,828	2031	Reconstruction
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,700		2031	Pedestrian
Washington Avenue (South of Bridge Street)**	\$150,000	\$187,500	\$93,750	\$93,750	\$121,875	3,330	2032	overlay
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,000		2032	Pedestrian
Brown Street and Brown Way**	\$134,000	\$167,500	\$83,750	\$83,750	\$111,388	2,983	2033	overlay
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,300		2033	Pedestrian
Ammons Lane (Leber Street to River Avenue)	\$135,000	\$168,750	\$84,375	\$84,375	\$114,750	2,994	2034	overlay
Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,600		2034	Pedestrian
Old Pioneer Way Reconstruction (North of Chief Emmons Lane)**	\$404,000	\$606,000	\$121,200	\$484,800	\$168,468	2,842	2035	Reconstruction



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Orting City Council will be conducting a public hearing during their regular City Council meeting on February 28th, 2024 at 7:00pm, or as soon thereafter as possible to consider the following:

**Transportation Benefit District Program
Which includes implementing an additional vehicle licensing
fee and a plan on how the funds will be utilized.**

All members of the public may provide testimony during the public hearing in person, via the platform Zoom, or they may submit written comments prior to the public hearing. To join the meeting via Zoom:

Zoom link:

<https://us06web.zoom.us/j/88947157942?pwd=W5OF2kYxO8UDVo6nr3XirZdDhCJZL2.1>

Meeting ID: 889 4715 7942

Passcode: 653210

Want to dial in from a phone?

[+1 253 215 8782 US \(Tacoma\)](tel:+12532158782)

Written comments may be submitted to the Clerk's office no later than 3:00 pm. on February 28th, 2024 otherwise, comments must be made at the hearing. Send comments to Kim Agfalvi, City Clerk, at clerk@cityoforting.org or at 360-893-9008.

Posted: February 16th, 2024

Published: February 16th, 2024

February 28 2024 Council Meeting

Claims Vouchers

Claims voucher list dated February 28, 2024 which includes voucher number 55582 through 55621 in the amount of \$259,146.75 & electronic fund transfers in the amount of \$22,371.27 for a grand total of \$281,518.02.

Payroll Voucher

Payroll check numbers 24226 through 24227 in the amount of \$ 9389.79, electronic deposit transmissions in the amount of \$ 150862.32 for a grand total of \$160,252.11 for the period covering February 1 2024 to February 15, 2024.

WARRANT/CHECK REGISTER

City of Orting

Time: 12:16:04 Date: 02/23/2024

02/15/2024 To: 02/28/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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VOUCHER/WARRANT REGISTER
 FOR _____ COUNCIL
 CLAIMS/PAYROLL VOUCHER APPROVAL
 CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS JUST, DUE, AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

WARRANT/CHECK REGISTER

City of Orting

Time: 12:16:04 Date: 02/23/2024

02/15/2024 To: 02/28/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
955	02/15/2024	Claims	631	55582	Department of Ecology	85.00	Evans-9654-WWTP Operator Cerification App-Group II
		APs/Invoices	Amount	PO	For		
		932	85.00		Evans-9654-WWTP Operator Cerification App-Group II		
		EVANS-9654	85.00		Evans-9654-WWTP Operator Cerification App-Group II		
1122	02/23/2024	Claims	631	55583	Anatek Labs INC	2,250.00	2404037-PFAS EPA 553-Lab Testing Water
		APs/Invoices	Amount	PO	For		
		1029	2,250.00		2404037-PFAS EPA 553-Lab Testing Water		
		2404037	2,250.00		2404037-PFAS EPA 553-Lab Testing Water		
1123	02/23/2024	Claims	631	55584	Serenity Air	5,406.95	81055416-MPC-Library Compressor Replacement
		APs/Invoices	Amount	PO	For		
		961	5,406.95		81055416-MPC-Library Compressor Replacement		
		81055416	5,406.95		81055416-MPC-Library Compressor Replacement		
1125	02/28/2024	Claims	631	55585	AHBL, INC	21,833.75	143601-2190800.30 Planning Professional Services; 143602 2190800.32 Planning Professional Services-Business Linceses; 143650 2190800.36 Planning Professional Services-Code Amendments; 143604 2190800
		APs/Invoices	Amount	PO	For		
		998	13,883.75		143601-2190800.30 Planning Professional Services		
		143601-2190800.3	13,883.75		143601-2190800.30 Planning Professional Services		
		999	123.75		143602 2190800.32 Planning Professional Services-Business Linceses		
		143602 2190800.3	123.75		143602 2190800.32 Planning Professional Services-Business Linceses		
		1000	3,376.25		143650 2190800.36 Planning Professional Services-Code Amendments		
		143603 2190800.3	927.50		143603 2190800.36 Planning Professional Services-Code Amendments		
		1001	677.50		143604 2190800.39 Planning Professional Services-Zoning Letters		
		143604 2190800.3	677.50		143604 2190800.39 Planning Professional Services-Zoning Letters		
		1002	2,140.00		143605 2190800.61 Planning Professional Services-Abundant Life Church Permit DA 2020-02		
		143605 2190800.6	2,140.00		143605 2190800.61 Planning Professional Services-Abundant Life Church Permit DA 2020-02		
		1003	848.75		143606 2190800.68 Planning Professional Services-Bridgewater		
		143606 2190800.6	848.75		143606 2190800.68 Planning Professional Services-Bridgewater		
		1004	783.75		143607 2190800.83 Planning Professional Services 303 Meadow Lane Meeting with C		
		143607 2190800.8	783.75		143607 2190800.83 Planning Professional Services 303 Meadow Lane Meeting with City		
1126	02/28/2024	Claims	631	55586	Apitz, Jennifer F	150.00	50109-Conflict Public Defender
		APs/Invoices	Amount	PO	For		
		1007	150.00		50109-Conflict Public Defender		
		50109	150.00		50109-Conflict Public Defender		

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		APs/Invoices	Amount	PO	For		
1127	02/28/2024	Claims	631	55587	Associated Petroleum Products INC	1,964.16	24-018828-Fuel
		APs/Invoices	Amount	PO	For		
	1019		1,964.16		24-018828-Fuel		
	24-018828-FUEL		1,964.16		24-018828-Fuel		
1128	02/28/2024	Claims	631	55588	Big J'S Outdoor Store	1,063.00	JAN-2024 Monthly Statement
		APs/Invoices	Amount	PO	For		
	1020		1,063.00		JAN-2024 Monthly Statement		
1129	02/28/2024	Claims	631	55589	Brisco Inc.	539.81	FEB2024-400-Fuel
		APs/Invoices	Amount	PO	For		
	1030		539.81		FEB2024-400-Fuel		
1130	02/28/2024	Claims	631	55590	Builders Exchange of Washington Inc	337.75	10776416-Publish Projects Online
		APs/Invoices	Amount	PO	For		
	948		337.75		10776416-Publish Projects Online		
	10776416		337.75		10776416-Publish Projects Online		
1131	02/28/2024	Claims	631	55591	Capital One Trade Credit	137.86	H71430/3-Shelf Brackets; H71189/3-Masonry Chisel-Brick Set-Dry Lube-WO11637
		APs/Invoices	Amount	PO	For		
	958		43.76		H71430/3-Shelf Brackets		
	H71430/3		43.76		H71430/3-Shelf Brackets		
	959		94.10		H71189/3-Masonry Chisel-Brick Set-Dry Lube-WO11637		
	H71189/3		94.10		H71189/3-Masonry Chisel-Brick Set-Dry Lube-WO11637		
1132	02/28/2024	Claims	631	55592	Centurylink	1,540.71	409178327-PD Phones; 300549818-Phones; 300550216-Phones; 300549640-Sewer Phones; 300549906-Harman Springs
		APs/Invoices	Amount	PO	For		
	1012		71.02		409178327-PD Phones		
	409178327-PD PH		71.02		409178327-PD Phones		
	1013		1,127.92		300549818-Phones		
	1014		217.88		300550216-Phones		
	300550216-PHON		217.88		300550216-Phones		
	1015		45.18		300549640-Sewer Phones		
	300549640-SEWEF		45.18		300549640-Sewer Phones		
	1016		78.71		300549906-Harman Springs		
	300549906		78.71		300549906-Harman Springs		

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1133	02/28/2024	Claims	631	55593	D.M Recycling	138.45	11895445S111-Waste Disposal
		APs/Invoices	Amount	PO	For		
	949		138.45		11895445S111-Waste Disposal		
	11895445S111		135.45		11895445S111-Waste Disposal		
1134	02/28/2024	Claims	631	55594	Department of Health	4,106.60	64500 3-Public Water System Annual Fees
		APs/Invoices	Amount	PO	For		
	950		4,106.60		64500 3-Public Water System Annual Fees		
	64500 3-004299		4,106.60		64500 3-Public Water System Annual Fees		
1135	02/28/2024	Claims	631	55595	Frost Landscape	651.53	20374-City Hall Landscape
		APs/Invoices	Amount	PO	For		
	989		651.53		20374-City Hall Landscape		
	20374-JAN 2024		651.53				
1136	02/28/2024	Claims	631	55596	GreatAmerica Financial Svcs	1,132.82	35925277-Phone Lease
		APs/Invoices	Amount	PO	For		
	1010		1,132.82		35925277-Phone Lease		
	35925277-PHONE		1,132.82		35925277-Phone Lease		
1137	02/28/2024	Claims	631	55597	Inslee, Best, Doezie & Ryder, P.S	24,289.04	411721-Monthly Attorney Expenses
		APs/Invoices	Amount	PO	For		
	995		24,289.04		411721-Monthly Attorney Expenses		
	411721		24,289.04				
1138	02/28/2024	Claims	631	55598	Intercom Language Services	150.00	24-021 Interpreter Service-3A0614591-CSOC Review
		APs/Invoices	Amount	PO	For		
	1027		150.00		24-021 Interpreter Service-3A0614591-CSOC Review		
	24-021		150.00		24-021 Interpreter Service-3A0614591-CSOC Review		
1139	02/28/2024	Claims	631	55599	Kinship Group LLC	34,393.08	25338-Windows & Door Replacement-City Hall
		APs/Invoices	Amount	PO	For		
	1022		34,393.08		25338-Windows & Door Replacement-City Hall		
	25338		34,393.08		25338-Windows & Door Replacement-City Hall		
1140	02/28/2024	Claims	631	55600	Lana Umbinetti	290.00	1-Victim Advocate Jan 2024
		APs/Invoices	Amount	PO	For		
	1017		290.00		1-Victim Advocate Jan 2024		
	1-VICTIM ADVOC/		290.00		1-Victim Advocate Jan 2024		

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1141	02/28/2024	Claims	631	55601	Law Office of Holmes Weddle & Barcott	550.00	833960-Legal Services PD; 833959-Legal Service HR
		APs/Invoices	Amount	PO	For		
		1008	475.00		833960-Legal Services PD		
		833960-LEGAL SEF	828.91		833960-Legal Services PD		
		1009	75.00		833959-Legal Service HR		
		833959	75.00		833959-Legal Service HR		
1142	02/28/2024	Claims	631	55602	Law Offices of Matthew J Rusnak	4,414.00	449 & 450-Court Appointed Attorney-JAN & FEB 2024
		APs/Invoices	Amount	PO	For		
		1026	4,414.00		449 & 450-Court Appointed Attorney-JAN & FEB 2024		
		449-450	2,207.00		449-Public Defender-JAN 2024		
1143	02/28/2024	Claims	631	55603	Lawson Electric	10,293.01	1616-VFD At Influent Pump #4-Install New VFD; 1613-SO-New VFD With Program; 1614-Replace Cord Cap @ Rainier Meadows-Rewire Box-WO11710; 1615-Wire Up Pump @ Basin 2 WO11713
		APs/Invoices	Amount	PO	For		
		951	1,396.13		1616-VFD At Influent Pump #4-Install New VFD		
		1616	1,396.13		1616-VFD At Influent Pump #4-Install New VFD		
		952	7,172.25		1613-SO-New VFD With Program		
		1613	7,172.25		1613-SO-New VFD With Program		
		953	1,478.25		1614-Replace Cord Cap @ Rainier Meadows-Rewire Box-WO11710		
		1614	1,478.25		1614-Replace Cord Cap @ Rainier Meadows-Rewire Box-WO11710		
		954	246.38		1615-Wire Up Pump @ Basin 2 WO11713		
		1615	246.38		1615-Wire Up Pump @ Basin 2 WO11713		
1144	02/28/2024	Claims	631	55604	Maurer, Marshall	351.75	448235-Challenge Coins
		APs/Invoices	Amount	PO	For		
		956	351.75		448235-Challenge Coins		
		448235	351.75		448235-Challenge Coins		
1145	02/28/2024	Claims	631	55605	McClatchy Company LLC	3,343.62	233583-Publications
		APs/Invoices	Amount	PO	For		
		1028	3,343.62		233583-Publications		
1146	02/28/2024	Claims	631	55606	National League Of Cities	1,276.00	188174-Member Dues-Mayor & Council
		APs/Invoices	Amount	PO	For		
		1011	1,276.00		188174-Member Dues-Mayor & Council		
		188174	2,176.00		188174-Member Dues-Mayor & Council		

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1147	02/28/2024	Claims	631	55607	Office of State Auditor	19,509.13	L159226-State Audit Financial Audit for 2022
		APs/Invoices	Amount	PO	For		
		1025	19,509.13		L159226-State Audit Financial Audit for 2022		
		L159226-STATE AL	19,509.13		L159226-State Audit Financial Audit for 2022		
1148	02/28/2024	Claims	631	55608	ATTN:Chief Tom Yabe P.c. Police Chief's Assoc	350.00	Annual Dues-PC Police Chiefs Association
		APs/Invoices	Amount	PO	For		
		994	350.00		Annual Dues-PC Police Chiefs Association		
		ANNUAL DUES-CH	350.00		Annual Dues-PC Police Chiefs Association		
1149	02/28/2024	Claims	631	55609	Parametrix	3,929.65	52509-Kansas Street SW Design
		APs/Invoices	Amount	PO	For		
		1031	3,929.65		52509-Kansas Street SW Design		
		52509	3,929.65				
1150	02/28/2024	Claims	631	55610	Pcrd (landfill)	205.79	40496-Dump Fees
		APs/Invoices	Amount	PO	For		
		1021	205.79		40496-Dump Fees		
		40496-DUMP FEES	205.79		40496-Dump Fees		
1151	02/28/2024	Claims	631	55611	Popular Networks, LLC	6,888.07	39347-City Of Orting; 39347-City Of Orting-Computer Maintenance; 39471-Cloud WiFi Controller & Access Point
		APs/Invoices	Amount	PO	For		
		990	3,205.53		39347-City Of Orting		
		39347-CITY OF OF	3,205.53				
		991	2,981.26		39347-City Of Orting-Computer Maintenance		
		992	701.28		39471-Cloud WiFi Controller & Access Point		
1152	02/28/2024	Claims	631	55612	Public Safety Testing	77.00	2024-92 Public Safety Testing-January 2024
		APs/Invoices	Amount	PO	For		
		1006	77.00		2024-92 Public Safety Testing-January 2024		
		2024-92	77.00		2024-92 Public Safety Testing-January 2024		
1153	02/28/2024	Claims	631	55613	Puget Sound Energy	35,169.10	300000002406-Street Lights; 200001247663-FEB2024 VC Lift Station; 200021421298-FEB2024 Rainier Meadows; 200014994137-FEB2024 VG Lift Station; 200024404523-FEB2024 Lift Station #1; 200002708986-FEB2024

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		APs/Invoices			PO For		
964			6,409.59		30000002406-Street Lights		
		30000002406	6,409.59		30000002406-Street Lights		
965			278.89		20001247663-FEB2024 VC Lift Station		
		20001247663-FEI	278.89		20001247663-FEB2024 VC Lift Station		
966			61.95		200021421298-FEB2024 Rainier Meadows		
		200021421298-FEI	61.95		200021421298-FEB2024 Rainier Meadows		
967			261.04		200014994137-FEB2024 VG Lift Station		
		200014994137-FEI	261.04		200014994137-FEB2024 VG Lift Station		
968			230.95		200024404523-FEB2024 Lift Station #1		
		200024404523-FEI	230.95		200024404523-FEB2024 Lift Station #1		
969			472.40		200002708986-FEB2024 VG Lift Station		
		200002708986-FEI	472.40		200002708986-FEB2024 VG Lift Station		
970			10.85		200001248190-FEB2024 North Park		
		200001248190-FEI	10.85		200001248190-FEB2024 North Park		
971			72.86		200009717931-FEB2024 Wel #2		
		200009717931-FEI	72.86		200009717931-FEB2024 Wel #2		
972			67.85		200019613294-FEB2024 Cemetery Shop		
		200019613294-FEI	67.85		200019613294-FEB2024 Cemetery Shop		
973			1,350.82		200022934653-FEB2024 MPC		
		200022934653-FEI	1,350.82		200022934653-FEB2024 MPC		
974			163.84		220011476581-FEB2024 High Cedars Lift Station		
		220011476581-FEI	163.84		220011476581-FEB2024 High Cedars Lift Station		
975			96.08		220015220399-FEB2024 Street Lights		
		220015220399-FEI	96.08		220015220399-FEB2024 Street Lights		
976			121.96		200010396543-FEB2024 North Park		
		200010396543-FEI	121.96		200010396543-FEB2024 North Park		
977			2,899.42		200010396733-FEB2024 Well 4 Pump Station		
		200010396733-FEI	2,899.42		200010396733-FEB2024 Well 4 Pump Station		
978			1,074.83		2000014248372-FEB2024 Well 3		
		2000014248372-FI	1,074.83		2000014248372-FEB2024 Well 3		
979			922.39		2200220534461-FEB2024 PW Shop Rocky RD		
		2200220534461-FI	922.36		2200220534461-FEB2024 PW Shop Rocky RD		
980			33.09		200001247812-FEB2024 Traffic Light		
		200001247812-FEI	33.09		200001247812-FEB2024 Traffic Light		
981			25.45		200001248539-FEB2024 Lahar Siren		
		200001248539-FEI	25.45		200001248539-FEB2024 Lahar Siren		
982			724.53		200001532189-FEB2024 Main Park-Bell Tower		
		200001532189-FEI	724.53		200001532189-FEB2024 Main Park-Bell Tower		
983			97.21		200010629349-FEB2024 PW Shop Calistoga		
		200010629349-FEI	97.21		200010629349-FEB2024 PW Shop Calistoga		
984			124.11		200001248034-FEB2024 Chlorinator		
		200001248034-FEI	124.11		200001248034-FEB2024 Chlorinator		

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		APs/Invoices	Amount	PO	For		
	985		212.69		200015669910-FEB2024 Chlorinator		
	200015669910-FEI		212.69		200015669910-FEB2024 Chlorinator		
	986		860.74		200005438367-FEB2024 Well #1		
	200005438367-FEI		860.74		200005438367-FEB2024 Well #1		
	987		14,297.28		200013874264-FEB2024 WWTP		
	200013874264-FEI		14,297.28		200013874264-FEB2024 WWTP		
	988		2,370.36		220022116432-FEB2024 City Hall Bridge Street		
	220022116432-FEI		2,370.36		220022116432-FEB2024 City Hall Bridge Street		
	1023		58.26		200021119249-FEB 2024 Chlorinator		
	200021119249-FEI		58.26				
	1024		1,869.66		200021064239-FEB2024 Wingate Pump		
	200021064239-FEI		1,869.66		200021064239-FEB2024 Wingate Pump		
1154	02/28/2024	Claims	631	55614	Puyallup, City of	5,295.36	1619-Jail Fees January 2023
		APs/Invoices	Amount	PO	For		
	993		5,295.36		1619-Jail Fees January 2023		
	1619-JAIL FEES JAI		5,295.36		1619-Jail Fees January 2023		
1155	02/28/2024	Claims	631	55615	SCORE	2,277.44	7623-Jail Fees January 2024
		APs/Invoices	Amount	PO	For		
	997		2,277.44		7623-Jail Fees January 2024		
	7623-JAIL FEES		2,277.44		7623-Jail Fees January 2024		
1156	02/28/2024	Claims	631	55616	Sumner Lawn'n Saw	60.84	126170-Air Filter-Filter-Pickup Body
		APs/Invoices	Amount	PO	For		
	955		60.84		126170-Air Filter-Filter-Pickup Body		
	126170		60.84		126170-Air Filter-Filter-Pickup Body		
1157	02/28/2024	Claims	631	55617	United Rentals, Inc	304.41	230088850-001 Stump Grinder Rental-WO11692
		APs/Invoices	Amount	PO	For		
	962		304.41		230088850-001 Stump Grinder Rental-WO11692		
	230088850-001		304.41		230088850-001 Stump Grinder Rental-WO11692		
1158	02/28/2024	Claims	631	55618	Water Management Lab Inc.	235.00	218095-Lab Testing
		APs/Invoices	Amount	PO	For		
	963		235.00		218095-Lab Testing		
	218095		235.00		218095-Lab Testing		
1159	02/28/2024	Claims	631	55619	Wells Fargo Vendor Financial Services LL	368.64	5028635394-Public Works Copier Lease

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		APs/Invoices	Amount	PO	For		
	1005		368.64		5028635394-Public Works Copier Lease		
	5028635394		368.64		5028635394-Public Works Copier Lease		
1160	02/28/2024	Claims	631	55620	Wex Bank	1,702.65	95135067-PD Fuel
		APs/Invoices	Amount	PO	For		
	960		1,702.65		95135067-PD Fuel		
	95135067-PD FUE		1,702.65		95135067-PD Fuel		
1161	02/28/2024	Claims	631	55621	Wilson Engineering	62,084.78	18462-2023074 Orting WWRF Biodolids Upgrade
		APs/Invoices	Amount	PO	For		
	996		62,084.78		18462-2023074 Orting WWRF Biodolids Upgrade		
	8462-2023074		62,084.78		8462-2023074 Orting WWRF Biodolids Upgrade		
						107,995.42	
						17,556.99	
						122.75	
						3,332.13	
						24,032.65	
						99,684.18	
						6,422.63	
						259,146.75	Claims: 259,146.75

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VOUCHER/WARRANT REGISTER
 FOR _____ COUNCIL
 CLAIMS/PAYROLL VOUCHER APPROVAL
 CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS JUST, DUE, AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

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954	02/15/2024	Claims	1	EFT	Keybank-MasterCard	22,371.27	3589-Alfriere-MasterCard JAN2024; 4225-Daskam MasterCard JAN2024-Timberland 9" Stell Toe WP; 1181-Lincoln MasterCard-JAN2024; 5423-MasterCard Public Works-JAN2024; 1513-Kainoa KeyBank MasterCard-JAN20

APs/Invoices	Amount	PO	For
919	984.79		3589-Alfriere-MasterCard JAN2024
3589-ALFRIERE-M.	984.79		3589-Alfriere-MasterCard JAN2024
920	197.69		4225-Daskam MasterCard JAN2024-Timberland 9" Stell Toe WP
4225-DASKAM	197.69		4225-Daskam MasterCard JAN2024-Timberland 9" Stell Toe WP
921	2,090.00		1181-Lincoln MasterCard-JAN2024
1181-LINCOLN	2,090.00		1181-Lincoln MasterCard-JAN2024
922	9,869.61		5423-MasterCard Public Works-JAN2024
5423-MASTERCAR	9,869.61		5423-MasterCard Public Works-JAN2024
925	79.51		1513-Kainoa KeyBank MasterCard-JAN2024
1513-KAINOA	79.51		Kainoa KeyBank MasterCard-JAN2024-Thermo Pro-Wall Calendars-File Folders
926	400.00		3196-Larson KeyBank MasterCard-JAN2024
3196-LARSON	400.00		3196-Larson KeyBank MasterCard-JAN2024-WCMA Membership Dues
927	1,334.08		1397-Turner Keybank MasterCard-JAN2024
1397-TURNER	1,334.08		1397-Turner Keybank MasterCard-JAN2024
928	244.69		7626-Wetzel KeyBank MasterCard-JAN2024
7626-WETZEL	244.69		7626-Wetzel KeyBank MasterCard-JAN2024
929	2,414.16		1920-Gabreluk-KeyBank MasterCard-JAN2024
1920-GABRELUK	2,414.16		1920-Gabreluk-KeyBank MasterCard-JAN2024
930	3,208.46		6607-Finance KeyBank MasterCard-JAN2024
6607-FINANCE	3,208.46		6607-Finance KeyBank MasterCard-JAN2024
931	1,548.28		0525-Agfalvi-KeyBank MasterCard-JAN2024
0525-AGFALVI	1,548.28		0525-Agfalvi-KeyBank MasterCard-JAN2024

001 Current Expense	8,730.85		
101 City Streets	683.76		
105 Parks Department	1,607.56		
401 Water	7,020.75		
408 Wastewater	1,996.90		
410 Stormwater	2,331.45		
	22,371.27	Claims:	22,371.27

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
January 31st, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:00pm. Councilmember Tracy led the Pledge of Allegiance.

Councilmembers present: Councilmembers Chris Moore, Don Tracy, Jeff Sproul, Stanley Holland, and Deputy Mayor Gunther.

Virtual: Councilmember Melodi Koenig.

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

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS.

Randall Tarly, Andy O'Brien and Mitzy Bephe commented.

3. CONSENT AGENDA.

A. Payroll Claims and Warrants.

B. Meeting minutes of December 13, 2023, January 10, 2024 and January 17th, 2024.

C. AB24-09 – Kansas Street Reconstruction – Right of Way Phase.

D. AB23-108 – Nuisance Code Update.

E. AB24-01 – Police Equipment Surplus.

F. AB23-103 – Special Events Policy.

G. AB23-104 – Sponsorship Policy.

H. AB24-06 – Council Committee Assignments.

Councilmember Sproul asked that AB23-103 and AB23-104 be pulled from the consent agenda and added to new business as items 4b and 4c.

Motion: Councilmember Tracy made a motion to approve consent agenda items A, B, C, D, E, and H as prepared. Seconded by Councilmember Moore,

Motion passed (7-0).

4. NEW BUSINESS.

A. AB24-02 – IT Services Contract.

Councilmember Koenig briefed on the proposed IT services contract being presented and City Administrator Scott Larson stated that the needs for the City have changed and the City published a request for proposals and that there will be an overall cost savings to the City by switching IT vendors. Council discussion followed.

Motion: Councilmember Hogan made a motion to authorize the Mayor to sign a professional services contract with Locke Systems, Inc for an amount not to exceed \$95,000.00 per year. Seconded by Councilmember Koenig.

Motion passed (7-0).

B. AB23-103 – Special Events Policy.

Councilmember Sproul asked for clarification on the definition of special events, specifically regarding events on HOA property. City Attorney Charlotte Archer briefed on the definition of special events as pertained to HOA common areas it would also have to impact public services and have a traffic impact. Council discussion followed.

Motion: Councilmember Hogan made a motion to approve the special events policy as prepared. Seconded by Councilmember Sproul.

Motion passed (4-3) Aye – Holland, Hogan, Koenig, Gunther. Nay – Tracy, Sproul, Moore.

C. AB23-104 – Sponsorship Policy.

Councilmember Sproul made an amendment to remove the wording of private property in section 8-3-6 of the Orting Municipal Code. City Attorney Charlotte Archer stated there is both an ordinance and a policy that needs to be adopted.

Councilmember Chris Moore moved to continue the item to study session on February 21, 2024. Seconded by Councilmember Tracy.

Motion passed (4-3). Yay – Tracy, Sproul, Koenig, Moore. Nay – Holland, Hogan, Gunther.

5. EXECUTIVE SESSION.

6. ADJOURNMENT.

Mayor Penner adjourned the meeting at 7:46pm.

ATTEST:

Joshua Penner, Mayor

Kim Agfalvi, CMC, City Clerk

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
February 14th, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:00pm. Councilmember Tracy led the Pledge of Allegiance.

Councilmembers present: Councilmembers Chris Moore, Don Tracy, Stanley Holland, Melodi Koenig, and Deputy Mayor Gunther.

Virtual: Councilmembers Jeff Sproul and Greg Hogan.

Staff present: City Attorney Charlotte Archer, Executive Assistant Danielle Charchenko, City Clerk Kim Agfalvi, Capital Projects Manager John Bielka.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

2. PUBLIC COMMENTS.

No comments were made.

3. SWEARING IN - Police Sergeant Zachary Kenyon.

Sergeant Kenyon was out sick and not available to be sworn in.

4. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated February 16th, 2024 which includes voucher numbers 55529 through 55581 in the amount of \$179,760.56, electronic fund transfers in the amount of \$0.00.

B. Payroll Voucher.

Payroll check numbers 24222 through 24225 in the amount of \$8534.19, electronic deposit transmissions in the amount of \$260,445.35 from a grand total of \$268,979.54 for the period covering January 16th, 2024 to January 31st, 2024.

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

Motion passed (7-0).

5. EXECUTIVE SESSION.

No Executive Session.

6. ADJOURNMENT.

Deputy Mayor Gunther made a motion to adjourn. Seconded by Councilmember Moore.

Motion passed (7-0).

Mayor Penner adjourned the meeting at 7:05pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, CMC, City Clerk

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL
SPECIAL MEETING MINUTES
Abundant Life Variance Appeal Hearing
104 Bridge Street S, Orting, WA
Zoom – Virtual
January 31st. 2024
4:00 p.m.

Deputy Tod Gunther, Chair

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

Deputy Mayor Tod called the meeting to order at 4:00pm. Councilmember Tracy led the Pledge of Allegiance.

Councilmembers present: Councilmembers Chris Moore, Don Tracy, Jeff Sproul, Stanley Holland, Greg Hogan and Deputy Mayor Gunther. Councilmember Moore entered the meeting at 4:03pm.

Attending Virtual (by Zoom): Councilmember Melodi Koenig.

Staff present: City Attorney Charlotte Archer, Planner Wayne Carlson, Executive Assistant Danielle Charchenko, City Clerk Kim Agfalvi, City Administrator Scott Larson, Special Legal Counsel Kendra Comeau.

2. EXECUTIVE SESSION.

Deputy Mayor Tod Gunther stated that Council would enter into an executive session pursuant to RCW 42.30.110(1)(i) to discuss legal risks of a proposed action for twenty minutes with action to follow.

4:05pm – executive session began.

4:25pm – Deputy Mayor announced the executive session was extended for 15 minutes.

4:40pm – executive session ended.

Deputy Mayor Tod Gunther reconvened the meeting to regular session at 4:40pm.

3. CLOSED RECORD HEARING.

A closed record hearing was held on the appeal filed by the City of Orting Planning and Building department of the Hearing Examiner's decision on a critical areas variance application by applicant Abundant Life Church, dated November 1, 2023.

Councilmember Moore made a motion to deny the City's Motion to Strike portions of the Respondent's brief. Seconded by Councilmember Tracy.

Motion passed (7-0).

Councilmember Moore made a motion to deny the City's request to utilize an illustrative exhibit during the hearing. Seconded by Councilmember Tracy.

Motion passed (4-3). Yay – Gunther, Moore, Tracy, Sproul. Nay – Holland, Hogan, Koenig.

The City and the Respondent presented to the Council, and discussion occurred.

4. CLOSED SESSION.

Deputy Mayor Gunther announced that, pursuant to RCW 42.30.140(2), the City Council entered into a closed session to meet as a quasi-judicial body to deliberate for thirty minutes, with action to follow.

Deputy Mayor Tod Gunther reconvened the meeting to regular session at 6:30pm.

5. FINAL ACTION ON CLOSED RECORD HEARING.

Councilmember Moore made a motion to deny the City's appeal and uphold the hearing examiner decision as presented. Seconded by Councilmember Koenig.

Motion passed (6-1). Nay – Hogan.

6. ADJOURNMENT.

Deputy Mayor Gunther adjourned the meeting at 6:44pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, CMC, City Clerk



City of Orting Council Agenda Summary Sheet

Subject: Scope and budget for Sewer Plan		Committee	Study Session	Council																											
	Agenda Item #: AB24-19																														
	For Agenda of:	2.7.2024	2.21.2024	2.28.2024																											
	Department:	Finance/Public Works																													
Date Submitted:	2.7.2024																														
Cost of Item + design contingency:	<u>\$181,000 plus \$19,000 for contingency = \$200,000</u>																														
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																															
<p>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.</p> <p>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.</p>																															
<p>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.</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">CITY</th> <th style="text-align: center;">FUNDS REQUESTED FOR GENERAL SEWER PLAN</th> <th style="text-align: center;">POPULATION</th> </tr> </thead> <tbody> <tr> <td>Holmes Harbor SD</td> <td style="text-align: right;">\$ 70,000.00</td> <td></td> </tr> <tr> <td>City of Kittitas</td> <td style="text-align: right;">\$ 269,000.00</td> <td style="text-align: right;">1420</td> </tr> <tr> <td>City of Chelan</td> <td style="text-align: right;">\$ 160,434.00</td> <td style="text-align: right;">4374</td> </tr> <tr> <td>Town of Metaline</td> <td style="text-align: right;">\$ 70,696.00</td> <td style="text-align: right;">167</td> </tr> <tr> <td>City of Oroville</td> <td style="text-align: right;">\$ 355,265.00</td> <td style="text-align: right;">1780</td> </tr> <tr> <td>City of Ritzville</td> <td style="text-align: right;">\$ 325,000.00</td> <td style="text-align: right;">1729</td> </tr> <tr> <td>City of Roslyn</td> <td style="text-align: right;">\$ 202,000.00</td> <td style="text-align: right;">946</td> </tr> <tr> <td>AVERAGE</td> <td style="text-align: right;">\$ 207,485.00</td> <td></td> </tr> </tbody> </table>			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	AVERAGE	\$ 207,485.00	
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<p>Table 1: 2025 Ecology Cost Estimates for Typical Sewer Plans https://apps.ecology.wa.gov/publications/documents/2410004.pdf</p>																															
RECOMMENDED MOTION: <u>Motion:</u>																															
<p>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.</p>																															

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	
Task 1: Project Management									
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
Sub-Total	\$ -	24	74	20	0	0	0	0	\$ 23,588
Task 2: Research and Regulatory Requirements									
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
Sub-Total	\$ -	6	12	34	32	0	0	2	\$ 14,604
Task 3: Evaluation									
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
Sub-Total	\$ -	54	96	158	138	0	0	0	\$ 79,056
Task 4: Recommendations									
Subtask 4.1 - Recommended Improvements		22	54	78	63	16			\$ 40,933
Sub-Total	\$ -	22	54	78	63	16	0	0	\$ 40,933
Task 5: Financial Analysis									
Sub-Total	\$ -	6	22	30	18	0	0	0	\$ 13,636
Task 6: Plan Preparation									
Sub-Total	\$ -	2	6	22	18	0	0	8	\$ 8,976
Project Total	\$ -	114	264	342	269	16	-	10	\$ 180,793



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Resolution No. 2024-03, City Sponsorship of the Daffodil Festival.	AB24-18	CGA		
		2.7.2024	2.21.2024	2.28.2024
	Department:	Administration		
	Date Submitted:	2.2.2024		
Cost of Item:	\$			
Amount Budgeted:	\$			
Unexpended Balance:	\$			
Bars #:				
Timeline:				
Submitted By:	CGA Committee			
Fiscal Note:				
Attachments: Completed Sponsorship Application and Resolution No. 2024-03				
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from the Chamber of Commerce for Daffodil Festival Day which will be held on April 6th, 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 & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. 				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on February 28 th , 2024 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
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

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

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 21st, 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

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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 4th, 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
Special Event Application Fee

\$ ~~0~~ App fee paid by Chamber of Commerce
\$200
\$ ~~0~~

TOTAL TO BE PAID

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

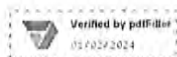
No. We pledge full cooperation w/ the city of Orting planners to insure emergency service routes remain accessible. Excessive noise has never been an issue.

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.):

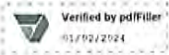
9: AGREEMENTS



Initials: RT

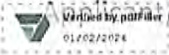
Applicant understands that if deadlines are not met, the Applicant/Organization's event may not be considered for sponsorship and/or the event may not occur.

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



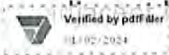
If State Route WA-162 (Washington Ave.) is to be closed at any point during the event, the Applicant/Sponsoring Organization must obtain a permit for the road closure from the Washington State Department of Transportation (WSDOT) and provide a copy to the City at least thirty (30) days prior to the event. Road closure will NOT be allowed if road closure agreement with WSDOT is not received.

Initials: PH



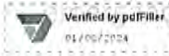
Applicant understands that it is the Applicant/Organization's responsibility to inform homeowners and businesses of the event at least thirty (30) days in advance.

Initials: PH



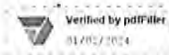
Applicant understands that the Applicant/Organization must allow for a 20ft access for emergency vehicles at all times during the event.

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



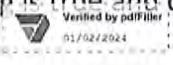
Applicant/Organization covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Applicant/Organization understands that the special event may include use of the covered park facilities, Orting Station, and the Multi-Purpose facilities which are all owned by the City of Orting.

Initials: PH



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 -

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: NA 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 92nd Daffodil Festival, April 6th 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
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).

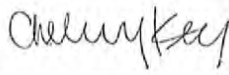
PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED Daffodilians The Daffodil Festival 4227 South Meridian #C-614 Puyallup, WA 98373	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
COVERAGES	

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
GENERAL LIABILITY					
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
AUTOMOBILE LIABILITY					
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
PROPERTY					
	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
MISCELLANEOUS PROFESSIONAL LIABILITY					
	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
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
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

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

Registered Agent Name:

SUSAN DELLINGER

Street Address:

6923 PHILLIPS RD SW, LAKEWOOD, WA, 98498-6339, UNITED STATES

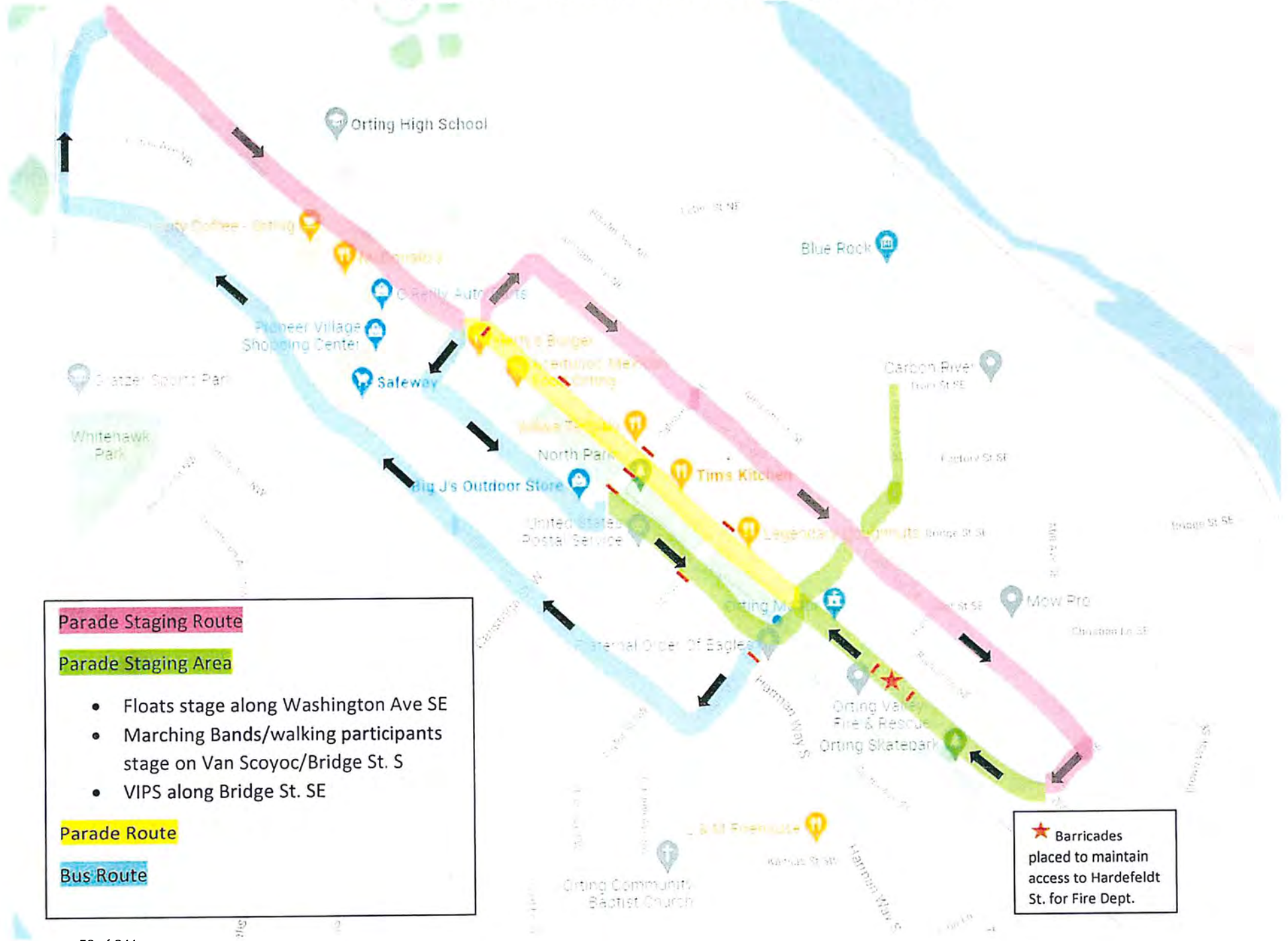
Mailing Address:

4227 S MERIDIAN # D-614, PUYALLUP, WA, 98373-3603, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
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 ELDRIDGE AVE SW
- If departing to Graham area, Turn LEFT onto CALISTOGA ST. W
- If departing to Sumner/Puyallup, continue on ELDRIDGE 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 your 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.

City Services (please mark all that apply)	Price	Total Price	Sponsored
<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"/>
Total For Special Event Services		\$ <u>100</u>	
Special Event Application Fee		\$200	
TOTAL TO BE PAID		\$ <u>300</u>	

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: _____



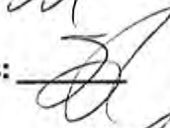
If State Route WA-162 (Washington Ave.) is to be closed at any point during the event, the Applicant/Sponsoring Organization must obtain a permit for the road closure from the Washington State Department of Transportation (WSDOT) and provide a copy to the City at least thirty (30) days prior to the event. 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

- 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: _____
- 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 -

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 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).

PRODUCER Virgil McLagan Company, INC. PO BOX 7950 Bonney Lake, WA 98391	CONTACT NAME: Brandi Heinzmann PHONE (A/C, No, Ext): (253)862-3610 E-MAIL ADDRESS: Brandi@mclaganins.com	FAX (A/C, No): (253)862-3265
	INSURER(S) AFFORDING COVERAGE	
INSURED Orting Chamber of Commerce PO Box 1418 Orting, WA 98360	INSURER A: Cochrane & Company	
	INSURER B: Progressive Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 11770

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:			NBP2555072B	01/08/2024	01/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <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			00586348-9	10/18/2023	04/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE 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)

CERTIFICATE HOLDER City of Oting	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.
	AUTHORIZED REPRESENTATIVE <i>Brandi Heinzmann</i> (BLH)

BUSINESS INFORMATION

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

Registered Agent Name:

TREASURER

Street Address:

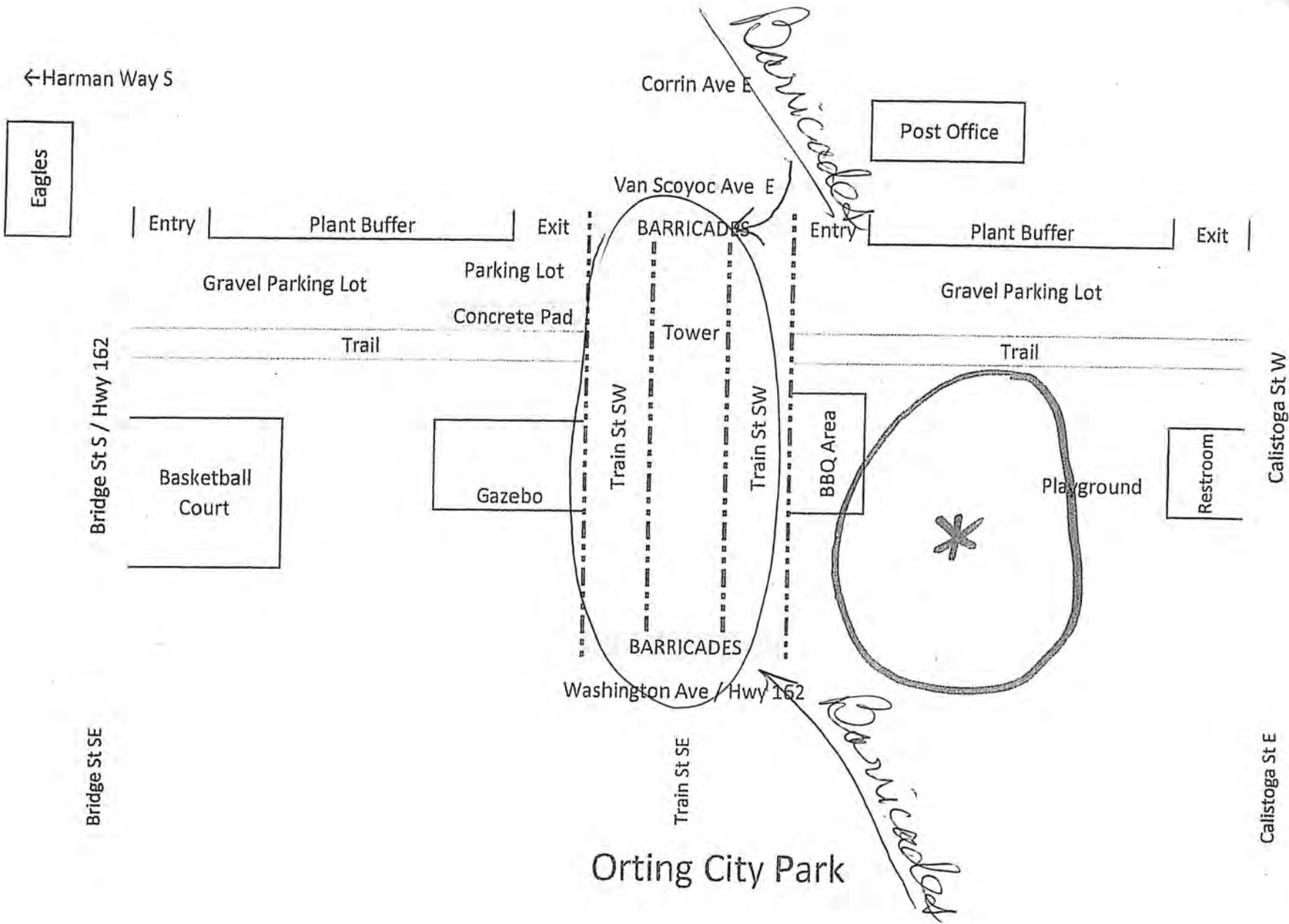
105 S WASHINGTON AVE SOUTH, ORTING, WA, 98360, UNITED STATES

Mailing Address:

PO BOX 1418, ORTING, WA, 98360-1418, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		TROY	MUNSON
GOVERNOR	INDIVIDUAL		DAN	HEILBRUN
GOVERNOR	INDIVIDUAL		STEVE	RODRIGUES





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		
Total Estimated Cost of Sponsorship*		\$7,985.00

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



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Council Rules of Procedure Updates.	AB24-14	CGA		
		2.7.2024	2.21.2024	2.28.2024
	Department:	Administration		
	Date Submitted:	2.2.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments: Updated Council Rules of Procedure, Resolution No. 2024-04				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>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.</p>				



City of Orting

City Council Rules of Procedure

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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 or 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 1st, to January 31st.)

- (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 ~~February~~February 1st, 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. ~~A motion~~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 Publisher](#) 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 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

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

Charlotte Archer, City Attorney
Inslee Best, PLLC


RESOLUTION NO. 1993-16

**A RESOLUTION OF THE COUNCIL OF ORTING, WASHINGTON
DESIGNATING THE OFFICIAL CITY NEWSPAPER**


IT IS HEREBY RESOLVED by the Council of the City of Orting, Washington as follows:

SECTION 1. The Pierce County Herald is hereby designated to be the official newspaper of the City of Orting.

PASSED this 10 day of November, and signed in authentication of its passage.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Rainier Communication Commission (RCC) Interlocal Agreement.	AB24-16	CGA		
		2.7.2024	2.21.2024	2.28.2024
	Department: Administration			
	Date Submitted: 1.31.2024			
Cost of Item:		N/A		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		N/A		
Timeline:		Spring 2024 Ratification		
Submitted By:		Scott Larson		
Fiscal Note: None				
Attachments: Original 1992 ILA; Proposed Replacement ILA				
SUMMARY STATEMENT: 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"> 1. Broadening its scope to include other communication forms like broadband. 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. 3. Modifying the services available to non-members from PCTV. 4. Updating membership terms and procedures for asset distribution upon member withdrawal. 5. Clarifying ownership of creative content. <p>The ILA's dues structure and membership remain unchanged.</p>				
RECOMMENDED MOTION: <u>Motion:</u> 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 1st of the year in which withdrawal will occur and such withdrawal will be effective as of December 31st 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 25th day of August, 1992.

22 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

23 Sandy Bassett, Acting
24 Clerk of the Council

[Signature]
25 Council Chair

26 Approved As To Form Only:

27 [Signature]
28 Chief Civil Deputy
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 21st 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:

- 3 / DO PASS
- DO PASS AS AMENDED
- _____ DO PASS AS SUBSTITUTED
- _____ FORWARD WITH NO RECOMMENDATION
- _____ REFER TO _____
- _____ DO NOT PASS
- _____ POSTPONE INDEFINITELY
- _____ CONTINUED
- _____ POSTPONE TO A DATE CERTAIN

Paully For Against _____
 Chair

B. Skinner For Against _____
 Vice Chair

_____ 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

GR
RECEIVED

SEP. 30 1992

PIERCE COUNTY COUNCIL

By pf

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (206) 564-8900 • FAX (206) 566-0762

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.

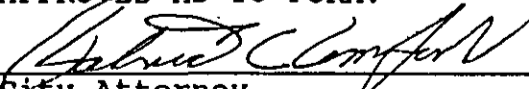
APPROVED:


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 Jenkins)

WHITE-COUNCIL OFFICE

CANARY-EXECUTIVE

PINK-DEPARTMENT COPY

Z-1235 (Revised 3-6-92)



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 [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
9. REQUEST FOR INTRODUCTION ON ITEM ON AGENDA FOR COUNCIL MEETING OF: Tuesday,
8. ORDINANCE [x] RESOLUTION []
CO-SPONSORS 1) 2) 3) 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 [x]

13. CODE STATUS: 1) SHOULD NOT BE CODIFIED [x] 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 [x] 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 [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 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
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 [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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Sign Parcel Lease.	AB24-15	CGA		
		1.3.2024 2.7.2024	2.21.2024	2.28.2024
	Department:	Administration		
	Date Submitted:	1.31.2024		
Cost of Item:	\$100/year			
Amount Budgeted:	\$0			
Unexpended Balance:	N/A			
Bars #:	TBD			
Timeline:	ASAP			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Final Draft Lease Agreement				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>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.</p>				

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

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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

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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 – 64th 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

PIERCE COUNTY PARKS GROUND LEASE (Orting Welcome Sign)

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)

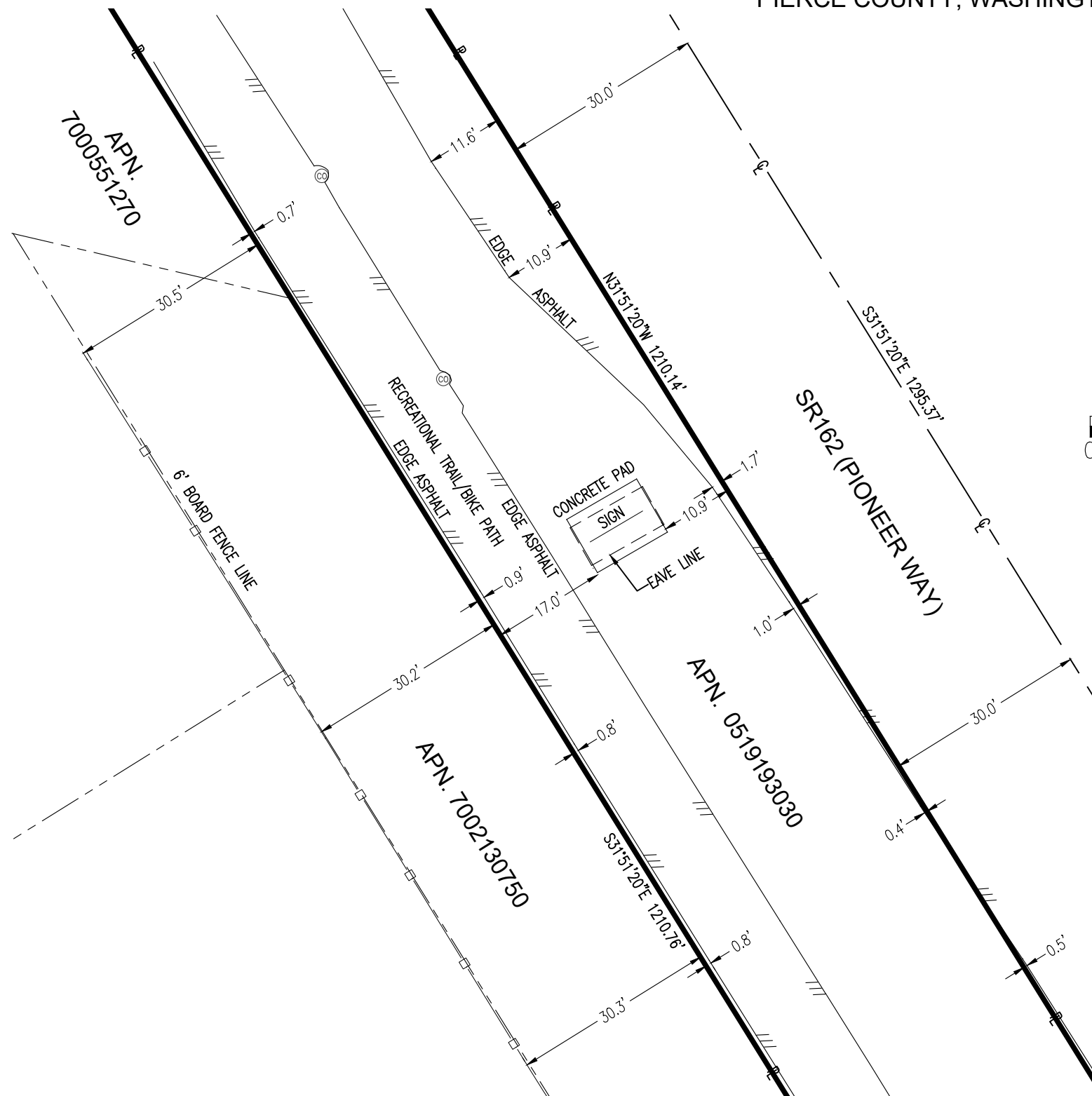
THAT PORTION OF THE ABANDONED RAILROAD RIGHT OF WAY LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RNGE 5 EAST OF THE W.M., AS ACQUIRED BY DEED RECORDED UNDER RECORDING NUMBER 9105170497, SAID STRIP LYING SOUTHERLY 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

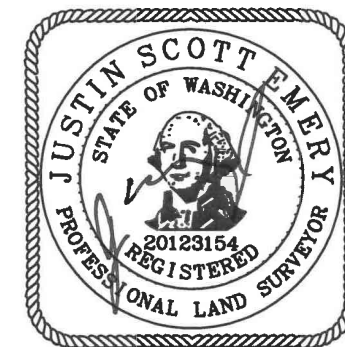
SEE RECORD OF SURVEY BY PERAMETRIX RECORDED UNDER PIERCE COUNTY RECORDING NUMBER 202211015007.

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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB24-10	CGA	1.17.2024	2.28.2024
Setting Meeting Dates for 2024				
	Department:	City Clerk		
	Date Submitted:	1.11.2024		
Cost of Item:	₪			
Amount Budgeted:	₪			
Unexpended Balance:	₪			
Bars #:				
Timeline:				
Submitted By:	Kim Agfalvi, CMC, City Clerk			
Fiscal Note:				
Attachments: Resolution No. 2024-02 and Exhibit				
SUMMARY STATEMENT:				
<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"> • April 2024 – Setting a meeting date to discuss goals – staff recommendation is April 3, 2024. • Moving Study Session from June 19th, 2024 to a combined regular meeting/study session on June 12th, 2024 to allow for attendance at the AWC Annual Conference for Council Members. • Cancelling August meetings to allow for vacations for Councilmembers and Staff. • Setting budget retreat date(s) for September 2024 – staff recommended date is Saturday, September 21, 2024 and Wednesday, October 23rd if a second date is being set. • Due to office closure, December 25, 2024 meeting moved to Thursday, December 26, 2024. 				
RECOMMENEDED MOTION: <u>MOTION:</u>				
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 2nd, 3rd, 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
	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			

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
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					

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
April	3rd	6:00pm	Council Goals
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
June	18th - 21st	Vancouver	AWC Conference
June	26th	7:00pm	Regular Meeting
July	10th	7:00pm	Regular Meeting
July	17th	6:00pm	Study Session
July	31st	7:00pm	Regular Meeting
September	11th	7:00pm	Regular Meeting
September	18th	6:00pm	Study Session
September	21st	9:00am	Budget Retreat 1
September	25th	7:00pm	Regular Meeting
October	9th	7:00pm	Regular Meeting
October	16th	6:00pm	Study Session
October	23rd	9:00am	Budget Retreat 2 *
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**

* - If needed

** - Moved to a Thursday because the Wednesday is a holiday.

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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Plaque Relocation Request – Orting Historical Society.	AB23-93	CGA		
		9.6.2023 10.4.2023 2.7.2024	10.18.2023 2.21.2024	10.25.2023 2.28.2024
	Department:	Admin/Orting Historical Society		
	Date Submitted:	8.31.2023 9.29.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi			
Fiscal Note:				
Attachments: Orting Historical Society request and photos				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>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.</p>				

Orting Historical Society

Plaque Rack Location Request

September 06th, 2023

Orting Historical Society

P. O. Box 970
Orting, WA 98360-0970

August 28th, 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 04th, 2022, by Ed Torres, Don Tracy and myself. Then, on February 02nd, 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 21st, 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 21st, 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.

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)



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Ordinance Amending Chapter 3-8 OMC for Special Events and Event Sponsorship, and Adoption of Special Events Policy.	AB23-104	CGA		
		11.1.2023	1.17.2024	1.31.2024
		12.6.2023	2.21.2024	2.28.2024
		2.7.2024		
	Department:	Administration		
Date Submitted:	10.27.2023			
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments:	Ordinance and Exhibit A, Sponsorship Policy; WCIA Insurance Tool Kit			
SUMMARY STATEMENT:				
<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 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**

**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**

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 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.

Mobile Vendors (OMC 3-2-25) are prohibited in residential zones except where associated with a permitted special event.

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.

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.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Food Truck Program.	AB23-105	CGA		
		10.4.2023, 11.1.2023 1.3.2024 2.7.2024	1.17.2024 2.21.2024	2.28.2024
	Department:	Administration		
	Date Submitted:	10.6.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Before the end of the year.			
Submitted By:	Danielle Charchenko, Executive Assistant			
Fiscal Note:				
Attachments:	Ordinance No. 2024-1124, Food Truck Program Application and guidelines			
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>Motion:</u>				
To adopt the City of Orting Food Truck Program as presented.				

CITY OF ORTING

WASHINGTON

ORDINANCE NO. 2024- 1124

**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**

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 28th DAY OF February, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk, CMC

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

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

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:

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

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

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 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.

Mobile Vendors (OMC 3-2-25) are prohibited in residential zones except where associated with a permitted special event.

Events shall meet all applicable, adopted City policies and procedures. Event organizers must fill out and 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 ~~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 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 ~~willfully~~ 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

104 BRIDGE ST. S, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
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

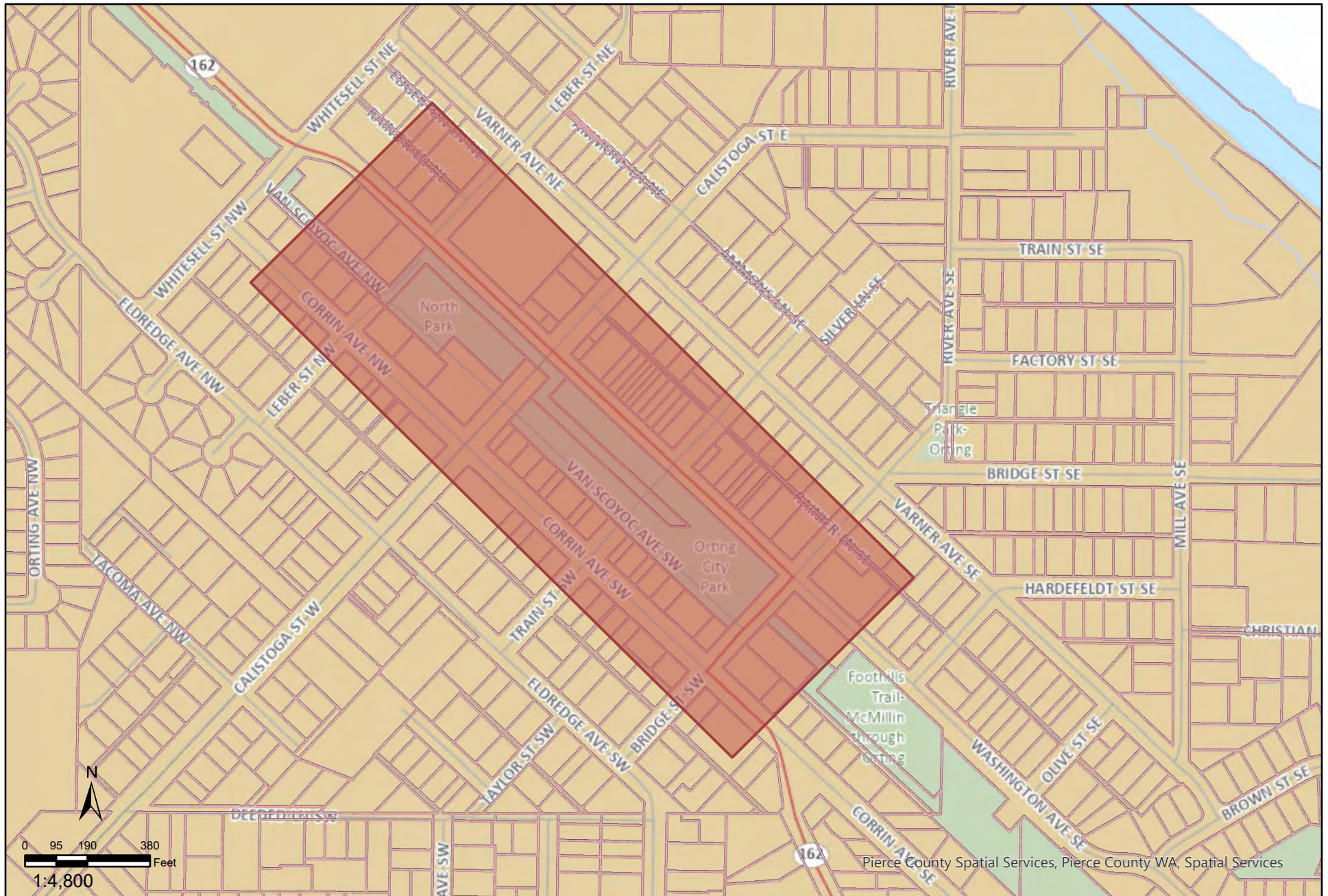
A person aggrieved by the denial of an application for a license, a license renewal, or by the revocation of a license as provided for in this chapter shall have the right to appeal such an administrative decision to the hearing examiner as provided in OMC 3-2-22.



Red Streets: Prohibited

Green Street: Allowed with a permit

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.