



**CGA Committee Agenda**  
**April 3rd, 2024**  
**9:00am**

**Greg Hogan, Councilmember, Chair**

**Jeff Sproul, Councilmember**

**Kim Agfalvi, City Clerk**

**Scott Larson, City Administrator**

**Gretchen Russo, Finance Director**

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

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

Zoom link: <https://us06web.zoom.us/j/81986346117?pwd=rWHjDBV2XajaPv2QdZSI6UEuMkHi01.1>

Meeting ID: 819 8634 6117

Password: 743119

**1. Call to Order**

**2. Public Comments**

**3. Agenda Items**

- A. **AB24-23** – Safe Parking Code Amendments.
- B. **AB23-27** – RV Code Amendments.
- C. **AB24-28** – Harvest Festival Sponsorship.
- D. **AB24-30** – Murrey's Franchise Agreement.
- E. **AB24-31** – City Hall Office Remodel.
- F. **AB24-21** – Orting Historical Society Plaque Modification Request.
- G. **AB24-22** – Plaque/Monument Policy.

**4. Meeting Minutes of March 6<sup>th</sup>, 2024.**

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

Final comments.

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

**6. Adjournment**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Safe Parking Policy/Code Amendments	<b>AB24-23</b>	<b>CGA</b>		
		<b>4.3.2024</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>3.29.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Planner Memorandum			
<b>SUMMARY STATEMENT:</b>				
<p>Based on Council’s discussion at the March 20<sup>th</sup> Study Session, staff have split RV code amendments from Safe Parking code amendments. Attached is a staff memorandum outlining the policy questions and suggesting options.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
None				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD.				




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<b>TO:</b>	Scott Larson, City Administrator	<b>DATE:</b>	April 3, 2023
<b>FROM:</b>	MillieAnne VanDevender, AICP and Wayne Carlson, FAICP Contract City Planners	<b>PROJECT TYPE:</b>	Municipal Code Amendment
		<b>SUBJECT:</b>	Safe Parking

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It is our understanding that the City Council is considering whether to allow the overnight, temporary occupation of vehicles in the city, and how to manage these activities. This memo provides goals for the discussion and questions to help determine how to regulate Safe Parking.

**Goals:**

1. Decide what rules apply to religious organizations hosting Safe Parking.
2. Decide if secular organizations should be allowed to host Safe Parking, and if so, what rules apply to them.

**What rules should apply to religious organizations hosting Safe Parking?**

The City must allow a religious organization to host safe parking in an on-site parking lot per RCW 35A.21.360 and the City Codes should reflect this allowance but must not impose conditions other than those necessary to protect public health and safety. The following statements and questions will help determine what rules should apply to religious organizations hosting Safe Parking:

- The City must not require a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise requires the religious organization to indemnify the municipality against such liability.
- The RCW says that a city may not limit the number of parking spaces to less than 10 percent of the on-site parking spaces of a religious entity. **Should Orting’s code allow 10%, or more?**
- The RCW supports regulations pertaining to restrooms and says a city can make a rule that access must be provided to either restrooms within buildings on the property or through the use of portable facilities. **Are there any other rules regarding restroom access that Council would like to see? For instance, should the code state that restroom access must be provided 24 hours a day and 7 days a week?**
- The RCW says a city can make a rule that religious organizations must provide the minimum number of required parking spaces for the use in addition to the Safe Parking spaces. It also says the City can reduce the minimum number of required on-site parking spaces by entering into a memorandum of understanding (MOU) with the religious organization. **Should the Orting code require a religious organization to provide the minimum number of parking spaces required by**

**OMC 13-5-3 plus those allowed for Safe Parking or should the code allow for an MOU to reduce the requirement?**

- The City’s regulations must include a requirement that the religious organization must host a public meeting to hear neighborhood concerns and questions. The RCWs specify how the meeting must be publicized.

**Should secular organizations be allowed to host Safe Parking?**

If Council decides secular organizations are allowed to host Safe Parking, the following questions will guide how to regulate the use:

- **Should the organizations be required to have a demonstrated ability to offer comprehensive supportive services to support the vehicle residents?**
- **Should all the same rules apply to secular hosts that apply to religious hosts (ie, limit the number of parking spaces, provide access to restrooms, requirement that parking required by code must be provided first and Safe Parking may only be allowed if there are additional spaces)?**
- **Should Safe Parking only be allowed in the MUTC zone?**
- **Should the Safe Parking spaces be screened by landscaping?**
- **Should other conditions of approval be included?**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  RV Code Amendments.	<b>AB24-27</b>			
		<b>CGA</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>3.29.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	RV Code Amendment Memorandum			
<b>SUMMARY STATEMENT:</b>				
<p>Based on council’s discussion at the March 27<sup>th</sup> council meeting, staff have split the safe parking item from the RV code amendments. Attached is a memorandum from the planner outlining the RV code problem, and proposing a possible set of solutions. Part of the shown solutions are based on feedback from council at previous meetings</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
None.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD.				




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<b>TO:</b>	Scott Larson, City Administrator	<b>DATE:</b>	April 3, 2024
<b>FROM:</b>	MillieAnne VanDevender, AICP Contract City Planner	<b>PROJECT TYPE:</b>	Municipal Code Amendment
		<b>SUBJECT:</b>	Potential Amendments to OMC 10-14-3, 13-2-18, 13-4-2, and 13-5-3

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It is our understanding that the Community and Government Affairs Committee is considering updates to various Municipal code sections pertaining to recreational vehicles (RVs) in the city. This memo provides a list of goals to accomplish these updates, proposed changes to relevant code sections, and an outline of the process for amending codes.

**Goals:**

1. Resolve the conflict between the building codes and zoning codes to allow temporary occupation of an RV for 180 days (with the potential to renew for another 180 days). This would only be allowed on an active construction site in residential zones.
2. Revise the codes to allow short-term occupancy (14 days) of an RV in the residential zones with a temporary use permit and not connected to sewer.
3. Clean up the definition of recreational vehicle to include travel trailers and other types.
4. Clean up typos, grammar, and ambiguous language throughout.

**Proposed changes to Title 10: Building and Construction**

(suggested additions shown in blue and underlined, revisions shown in red with strikethrough)

**OMC 10-14-3 Permissible Parking of Mobile Homes and Recreational Vehicles:**

*No person shall park or occupy a mobile home or recreational vehicle within the City outside of an approved manufactured home park, or recreational vehicle park/campground, except:*

- A. *Within A Building: That the parking of one unoccupied mobile home or recreational vehicle in a private garage building is permitted, provided no living quarters shall be maintained or any business practiced in said mobile home or recreational vehicle;*
- B. *Selling Or Renting: That the parking of an unoccupied mobile home or recreational vehicle in a lot devoted for the purpose of selling, renting or otherwise disposing of mobile homes is permitted provided the mobile home is ten feet (10') or more from any other mobile home, building or structure;*
- C. *Temporary Parking for Mobile Home or Recreational Vehicle*

1. *Mobile Homes: That a mobile home may be parked for a period not to exceed one hundred eighty (180) days on private property, provided the person desiring to so park and occupy the same shall first apply and obtain from the Code Enforcement Officer, a permit to do so, which application shall state the location at which the mobile home is to be parked, the motor vehicle license number and a general description of the mobile home for which permission is requested, and shall pay a permit fee in an amount set by Resolution of the City Council; provided, further, that such occupancy shall at all times comply with all regulations relating to health and sanitation, and shall also comply with electrical*

requirements of applicable ordinances. The permit to park and occupy the mobile home may be extended by the Code Enforcement Officer upon written request setting forth the need of extending the time, but such extension shall not exceed one hundred eighty (180) additional days. Parking and occupancy of recreational vehicles and mobile homes shall continue to be subject to restrictions set forth in ~~OMC 13-5-3(k)(1)(a)~~ Title 13 Development Regulations.

2. *Recreational Vehicles On Public Property:* No recreational vehicle shall stand or be parked on any street, right-of-way, alley or public place in the City for a period exceeding seventy two (72) hours in a one week period, provided that the Recreational Vehicle is parked in compliance with all provisions of the OMC, including but not limited to Title 7, and state law, including but not limited to WAC 308-330 et seq. No recreational vehicle shall stand or be parked for any period of time between sunset and sunrise in any City park or upon any other City-owned property, excluding a street or right-of-way, unless that area is posted granting permission to so use or as specified in this code.

3. *Recreational Vehicles on Private Property:* A recreational vehicle may stand or be parked and used or occupied on private property with the permission of the lawful ~~occupant thereof~~ owner of the lot upon which it will be placed, for a period not to exceed one hundred eighty (180) days within a twelve (12)-month period; provided, that:

- a. The lawful occupant of the ~~premises~~ recreational vehicle shall register with the Code Enforcement Officer prior to occupying the recreational vehicle on the premises; ~~and~~
- b. The recreational vehicle shall be inspected by the City if connected to sewer or to a Tacoma-Pierce County health department approved septic system; ~~;~~
- c. The recreational vehicle shall be located on ~~the premises~~ a lot in a residential zoning district in accordance with the provisions of OMC Title 13, Chapter 5; ~~and~~
- d. Such use or occupancy shall not create a public health hazard or nuisance, as determined by the City; ~~;~~
- e. The recreational vehicle shall not leak or cause illicit discharges to stormwater drainage systems, surface water or groundwater in accordance with OMC 9-5A-9:H; sites are subject to inspection for illicit discharges in accordance with OMC 9-5B-10;
- f. The recreational vehicle shall ~~shall~~ not be parked on or overhanging a public right of way (street or sidewalk); ~~;~~ and
- g. The occupation of the recreational vehicle shall be accessory to an active building or remodel permit that has been issued for construction located on the same lot where the recreational vehicle is placed.

Once a recreational vehicle is registered for occupation on private property for a period of one hundred eighty (180) days, the one hundred eighty (180) day period may be extended by the Code Enforcement Officer, upon written request setting forth the need of extending the time, but such extension shall not exceed one hundred eighty (180) additional days.

## Proposed changes to Title 13: Development Regulations (zoning code)

### OMC 13-4-2 Standards (for Temporary Uses/Temporary Housing Units)

- A. *Temporary Construction Buildings: Temporary structure for the storage of tools and equipment, or containing supervisory offices in connection with major construction projects, may be established and maintained during the progress of such construction on such projects, and shall be abated within thirty (30) days after completion of the project or thirty (30) days after cessation of work or for a period not to exceed the duration of the building permit, whichever is greater.*
- B. *Temporary Real Estate Office: One temporary real estate sales office may be located on any new subdivision in any zone, provided the activities of such office shall pertain only to the selling of lots within the subdivision upon which the office is located; and provided further, that the temporary real estate office shall be removed at the end of a twelve (12) month period, measured from the date of the recording of the map of the subdivision upon which such office is located or at the time specified by the city council.*
- B.C. *Temporary Classrooms: Portable, modular, or mobile structures that provide classrooms or other school related space are allowed as part of K-12 school facilities and are subject to the provisions of the underlying permit.*
- C.D. *Temporary Housing Unit: Singlewide mobile homes ~~or manufactured homes~~ may be placed in any zone or recreational vehicles may be placed in any residential zone for occupancy during the ~~period of time necessary to construct~~ construction of a permanent dwelling on the same lot or tract, to provide on-site security and surveillance for public facilities, ~~to provide classrooms or other school related space for public schools~~, or to provide for residential occupancy when permanent homes have been destroyed or damaged by a disaster, provided:*
- 1. The unit meets all applicable codes and regulations including OMC 10-14-3. ~~is removed from the site within thirty (30) days after final inspection of the project, or within one year from the date the unit is first moved to the site, whichever may occur sooner.~~ A recreational vehicle may remain on site unoccupied as long as it meets all applicable development standards in Title 13 OMC.*
  - 2. The mobility gear is not removed from the unit and the unit is not permanently affixed to the site on which it is located.*
  - 3. The unit is not located in any required front ~~or side yard~~ where a rear yard is reasonably accessible, or a side yard is of sufficient size to accommodate the recreational vehicle.*
  - 4. A temporary permit is issued by the building department prior to occupancy of the unit on the ~~construction~~ site.*
  - 5. Prior to the issuance of a temporary permit for a unit allowed per this section, the site shall be reviewed by the Pierce County health department to determine additional requirements for water supply and/or septic waste disposal or adequacy of existing utilities.*



6. *In the event the site contains trees or other natural vegetation of a type and quantity to make it possible to partially or totally provide screening on one or more sides of the security unit, the city may require the unit be located so as to take advantage of the natural growing material available to screen said unit from adjacent properties.*
7. *Prior to the issuance of a temporary housing permit, the city shall review the application and may require installation of such fire protection/detection equipment as may be deemed necessary as a condition to the issuance of the temporary housing permit.*
8. *The unit shall not be placed in critical areas or their associated buffers.*
9. *A recreational vehicle may be occupied for up to 14 days per year with a temporary use permit when located on a parcel in the RC, RU, or RMF zoning districts. The recreational vehicle shall not be connected to sewer.*
10. *Recreational vehicles located within an approved recreational vehicle park are not subject to the standards set forth in this Section.*
11. *The recreational vehicle shall not be parked on or overhanging a public right of way (street or sidewalk).*

#### **OMC 13-5-3 Loading Area and Off Street Parking Requirements**

- K. *Commercial Vehicles, Recreational Vehicles, And Boats: The following special requirements and performance standards shall apply to private properties located in the Residential-Urban, Residential-Multi-Family, and Residential-Conservation Zones, except as otherwise authorized by the City through a conditional use permit:*
  1. *Outdoor Storage of Vehicles: The outdoor storage of commercial vehicles, recreational vehicles, boats, and vehicle accessories is permitted in the residential zones, provided the following standards are met. For purposes of this section, "storage" means the keeping of such vehicles and accessories on any portion of any parcel of property for a period of seventy two (72) continuous hours or longer.*
    - a. *Recreational Vehicles and Boats: Where a rear yard is reasonably accessible or a side yard is of sufficient size to accommodate the recreational vehicle, said recreational vehicle shall not be stored in the front yard of a lot. In no instance shall a recreational vehicle or boat be stored such that any portion of the vehicle encroaches upon a site distance area that would create a traffic hazard; nor shall a recreational vehicle or boat be stored on or overhang a public right-of-way. If located within a required front or street side yard, the storage area for a recreational vehicle **or** boat shall be improved with a durable and dustless surface and screened from views from adjacent properties.*

**OMC 13-2-18: RECREATIONAL VEHICLE:** A recreational vehicle is a factory built vehicular structure designed only for recreational use and not as a primary residence or for permanent occupancy, built and certified in accordance with NFPA 1192–15 or ANSI A119.5–09 consensus standards for recreational

vehicles and not certified as a manufactured home. It is designed to be self-propelled or permanently towable by a light duty truck (as classified by the Federal Highway Administration) and shall include, but not be limited to, travel trailers, campers, motor homes, and camping trailers.

## Code Amendment Process

OMC 15-12-4 describes the process for amending development regulations and other official controls. The procedure follows a Type 5 process and code updates are subject to SEPA non-project environmental review as well as notification to the Department of Commerce. The following is a list of the process steps:

- Staff drafts proposed amendments to the Municipal Code.
- Staff sends a Notice of Intent to Adopt Changes to the Department of Commerce for a 60-day review (an expedited review may be requested).
- SEPA environmental review:
  - Staff prepares a SEPA checklist;
  - The SEPA official signs a Determination of Nonsignificance (DNS), as appropriate;
  - Staff issues the DNS by sending to Ecology and other agencies with interest; and
  - Public notice of the DNS would be combined with the Notice of Public Hearing before the Planning Commission.
- Planning Commission holds a public hearing.
- City Council holds a public hearing on the Planning Commission's recommendation and considers Municipal Code amendments.

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**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Harvest Festival Sponsorship.	<b>AB24-28</b>	<b>CGA</b>		
		<b>4.3.2024</b>		
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>3.29.2024</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship for the Orting Harvest Festival. This festival will replace Pumpkin Festival and is being organized by the Orting Valley Farmer’s Market. The Orting Harvest Festival will be held on Saturday, October 12th, 2024 from 10:00am – 4:00pm at the Main City Park. The application is complete and was received timely.</p> <p>Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol>				
<b>RECOMMENDED ACTION: Action:</b>				
Move forward to City Council Study session on April 17 <sup>th</sup> , 2024 for council consideration.				
<b>RECOMMENDED MOTION: Motion:</b>				
To approve Resolution No. 2023-19, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Pumpkin Festival.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2024-07**

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

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

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

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

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

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on April 3<sup>rd</sup>, 2024 and recommended approval of the application; and

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

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

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

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

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

sponsorship, on Saturday, October 12th, 2024 from 8:00am– 7:00pm. The Mayor is authorized to enter into a contract with the Orting Harvest Festival to memorialize the City’s sponsorship described herein.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24th DAY OF APRIL, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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



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: DOUG GRAVES

ORGANIZATION NAME: ORTING VALLEY FARMERS MARKET

ARE YOU NON-PROFIT:  Yes  No IF YES, UBI#: 603436579

MAILING ADDRESS: P.O. BOX 1665, ORTING WA. 98360

EVENT NAME: ORTING HARVEST FESTIVAL

BRIEF DESCRIPTION OF EVENT: FESTIVAL CELEBRATING FALL, HARVEST TIME, AND PUMPKINS

DATE(S) OF EVENT: OCTOBER 12, 2024

EVENT TIMES: Set-Up 6AM Start of Event 10AM Exit Time 7PM End of Event 4PM

ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 500 High Estimate 1500

PRIMARY CONTACT NAME: DOUG GRAVES PHONE: 253-509-3609  
PRIMARY CONTACT EMAIL: douggraves1@hotmail.com  
DAY-OF CONTACT NAME: DOUG GRAVES PHONE: 253-509-3609  
DAY-OF CONTACT EMAIL: douggraves1@hotmail.com  
ALTERNATE CONTACT: JOANN HOLBROOK PHONE: 206-300-8650

**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 checked="" 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 checked="" type="checkbox"/> Basketball Court (no charge)             |
| <input checked="" type="checkbox"/> Gazebo                  | <input checked="" type="checkbox"/> North Park Fountain Pavilion (no charge) |
| <input checked="" type="checkbox"/> Orting Station building | <input checked="" 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 ADDITIONAL

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

YES - SHOWN ON MAP

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

YES. FOR FOOD VENDORS - SHOWN ON MAP

**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.

<u>City Services</u> (please mark all that apply)	<u>Price</u>	<u>Total Price</u>	<u>Sponsored</u>
<input type="checkbox"/> 1 Public Works staff	\$75/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2 Public Works staff	\$150/hr x ___ hrs	\$ _____	<input checked="" 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 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 checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____	<input checked="" 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"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____	
<input checked="" type="checkbox"/> Facility Rental *See Appendix A for rental rates	\$ Varies	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>100<sup>00</sup></u>	
<b>Total For Special Event Services</b>		\$ <u>100<sup>00</sup></u>	
<b>Special Event Application Fee</b>		\$200	
<b>TOTAL TO BE PAID</b>		\$ <u>300<sup>00</sup></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: 100

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: NONE START TIME: NOON

STAGING TIME: 11:00AM STAGING LOCATION (show on map): CLOCKTOWER AREA

PARADE ROUTE (show on map): SHOWN ON MAP

Will horses or other animals be in the parade?  Yes  No If yes, approximately how many? POSS. 25 DOGS

**\*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) CALISTOGA STW. FROM WASHINGTON AVE. S. TO VAN SCOYOC AVE E. AND TRAIN AVE S. FROM WASHINGTON AVE S. TO VAN SCOYOC AVE E. AS SHOWN ON MAP

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?

PERSONAL CONTACT

Please list any other information relevant to your event (use of inflatables, activities that will take place, etc.):

TBD POSSIBLE BOUNCY HOUSES WITH APPROPRIATE INSURANCE COVERAGE.

**9: AGREEMENTS**

Initials: WOG

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: W DG

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: W DG

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: W DG

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: W DG

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

Initials: W DG

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: W DG

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: W DG

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: W DG

**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: William Doug Graves Date: 2-5-24

Print Name & Title w/Organization: WILLIAM DOUG GRAVES - MANAGER ORTING VALLEY FARMERS MARKET

Facilities are based on a first come, first serve basis. Special Events do not receive special privileges. Applications and all required documents may be emailed, mailed, faxed, or dropped off in person at City Hall. Payment can be made by mail or in person at City Hall. A receipt showing payment is NOT approval of the event. Orting City Hall is located at 104 Bridge St. South in Orting.

If you have questions regarding the application, please contact the Activities & Events Coordinator by calling (360) 893-9017 or emailing [malfiere@cityoforting.org](mailto:malfiere@cityoforting.org)

- End of Special Event Application -

### City of Orting Sponsorship Application

Are you requesting City sponsorship?  Yes  No If you indicated NO, no further information is required.

#### **REQUIREMENTS FOR CITY SPONSORSHIP OF A SPECIAL EVENT:**

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy (Policy No. 2017-1). Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. A copy of the Special Event Sponsorship policy may be requested by emailing [recreation@cityoforting.org](mailto:recreation@cityoforting.org). There is no additional fee to apply for City Sponsorship of an event. **However, the event organizer must purchase a \$100 Blanket Vendor Permit if vendors are participating in the event.** All City Sponsored Events shall comply with all applicable local, state and federal regulations.

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

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

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

**Please indicate what services you are requesting be provided by the City of Orting in your sponsorship (check all that apply):**

- Use of Main City Park, including grass areas, Gazebo, and Covered BBQ Area, located at 101 Train St. SW at no charge.
- Use of Multipurpose Center (MPC) located at 202 Washington Ave. S, at no charge.
- Use of North Park, including grass area and Orting Station building, located at 101 Washington Ave NW. at no charge.
- Close Train St. around the Bell Tower at Main City Park.
- Close Van Scoyoc Ave. SW at Main City Park.
- Close Calistoga St. W between Van Scoyoc Ave. & Washington Ave.
- 1 Public Works staff for up to eight (8) hours. # of hours requested: \_\_\_\_\_
- 2 Public Works staff for up to eight (8) hours. # of hours requested: 6
- 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 approximately 6 folding tables and 60 folding 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.**

	<b>Resident (per hour)</b>	<b>Non-Resident (per hour)</b>	<b>Non-Profit (per hour)</b>
<b>Monday-Thursday</b>	\$30.00	\$50.00	\$15.00
<b>Friday-Sunday</b>	\$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 and additional insurance is required.**

	<b>Resident (per hour)</b>	<b>Non-Resident (per hour)</b>	<b>Non-Profit (per hour)</b>
<b>Monday-Thursday</b>	\$20.00	\$30.00	\$10.00
<b>Friday-Sunday</b>	\$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.**

	<b>Resident (per hour)</b>	<b>Non-Resident (per hour)</b>	<b>Non-Profit (per hour)</b>
<b>Monday-Thursday</b>	\$10.00	\$20.00	\$5.00
<b>Friday-Sunday</b>	\$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.**

	<b>Resident (per hour)</b>	<b>Non-Resident (per hour)</b>	<b>Non-Profit (per hour)</b>
<b>Monday-Thursday</b>	\$10.00	\$20.00	\$5.00
<b>Friday-Sunday</b>	\$20.00	\$30.00	\$10.00

Event Name: OVFM - Harvest Festival Event Date: 10/12/24

Primary Contact: Doug Graves / Joann Holbrook Phone: 253-509-3609  
206-300-8650

**Checklist/Timeline:**

**90+ Days Prior**

- Completed Application received
- Payment of Fees (Amount: \$ 300 )
- 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: 2/5/24 Initials: MA  
 Date: 2/7/24 Initials: MA Receipt# 1084  
 Date: 2/5 Initials: MA  
 Date: 2/5 Initials: MA  
 Date: 2/5 Initials: MA  
 Date: \_\_\_\_\_  
 Date: 2/5 Initials: MA  
 Date: \_\_\_\_\_

**60 Days Prior (Date: \_\_\_\_\_)**

- 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: \_\_\_\_\_)**

- 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: \_\_\_\_\_)**

- 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: \_\_\_\_\_)**

- 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: \_\_\_\_\_



104 Bridge St S., PO Box 489, Orting, WA 98360  
 Phone: 360.893.2219 Fax: 360.893.6809  
 Website: www.cityoforting.org  
 Email: malfiere@cityoforting.org

## BANNER PERMIT APPLICATION

This Permit Application allows the City and WSDOT to keep track of banners placed across SR 162. City Council sponsorship and/or a valid municipal purpose is required for banner approval. The application and payment (if applicable) must be submitted 90 days before the proposed date the banner will be placed. Before installation, the City of Orting will contact WSDOT as part of the permitting process. When the banner is approved by WSDOT the City of Orting will notify you. Please allow up to 3 weeks for approval.

**This form must be completed IN FULL each time a banner is to be installed.**

**\*\*Name, Date and Event Sponsors are ONLY allowed on the banner for it to be approved by WSDOT\*\***

Applicant Name: DOUG GRAVES Representing: ORTING VALLEY FARMERS MARKET

Event Name: ORTING HARVEST FESTIVAL Event Date: 10 / 12 / 24

Mailing Address: P.O. BOX 1665  
ORTING WA. 98360

Phone: 253-509-3609 Email: douggraves1@hotmail.com

Non-Profit:  Yes [ ] No UBI #: 603436579

Location of Banner: SR 162 & ~~Lober St. NE~~ Cost: \$195.00  
 AT KEY BANK

Requested period for the banner to be across SR 162: 9/30/24 through 10/12/24  
***The banner may only be across SR 162 for 2 weeks***

### Specifications of Banner

Material Type: VINYL Size: 30' x 33" Thickness: 18 oz

How many \_\_\_ cuts are on the banner: \_\_\_ One sided or Two Sided: [ ] One  Two

*Drawing of the Banner (Must be drawn each time of application or a photo of the banner attached):*

PRESENTED BY: <u>City of Orting</u> <u>ORTING</u> <u>CITY PARK</u>	<u>ORTING HARVEST FEST</u>	<u>SECOND</u> <u>SATURDAY</u> <u>IN OCTOBER</u>
---	----------------------------	---

Manufacturer of the banner: PROMO UP - GRAHAM WA.

Is this a new banner or one that has been used previously in Orting? [ ] New  Previously-used

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

**Hold Harmless Agreement:** Permittee agrees to indemnify, defend, and hold the City, its officers, employees, and volunteers, harmless from and against any and all claims, actions, or damages of any type asserted against or incurred by the City in connection with any acts or omissions of the permittee, its agents, employees, contractors, or any person in connection with the permit, provided this obligation shall not include such claims which may be caused by the sole negligence of the City or its officers or employees.

Signature: Will Dyer Date 2 / 5 / 24

**\*\*RETURN COMPLETED FORM ALONG WITH PAYMENT (if applicable) BY MAIL OR IN PERSON AT CITY HALL AT LEAST 90 DAYS PRIOR TO HANGING OF BANNER\*\***

**Official Use Only:**

Application Received: <u>2 / 5 / 24</u>	Amount Paid: _____	Receipt #: _____
Date Application Emailed to WSDOT: Date ___ / ___ / ___		
WSDOT Contact: _____		
Confirmation from WSDOT: Date ___ / ___ / ___ (Attach Authorization document)		
Notification to Applicant: Date ___ / ___ / ___ Email or Phone: [ ] Email [ ] Phone		
Date Received Banner: ___ / ___ / ___ Received by: _____		
Date Banner Installed: ___ / ___ / ___ Date Banner Removed: ___ / ___ / ___		
Date Banner Picked-up: ___ / ___ / ___ Picked-up by: _____		



Receipt: 1084                      02/07/2024  
Acct #:        1894  
City of Orting  
PO Box 489  
Orting, WA 98360

---

Orting Valley Farmer's Market  
  
, WA

Treasurer's Rec - CK/Cash  
Memo: Special Events fee for Harvest  
      Festival 2024

Fees - Special Events	200.00
Non Taxed Amt:	<u>200.00</u>
Total:	200.00
Chk: 1578	<u>200.00</u>
Ttl Tendered:	200.00
Change:	0.00
Issued By: Jennifer Corona	
02/06/2024 15:48:27	

Receipt: 1085                      02/07/2024  
Acct #: 1894  
City of Orting  
PO Box 489  
Orting, WA 98360

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Orting Valley Farmer's Market  
  
WA

Treasurer's Rec - CK/Cash  
Memo: Blanket Vendor fee for Harvest  
Festival 2024

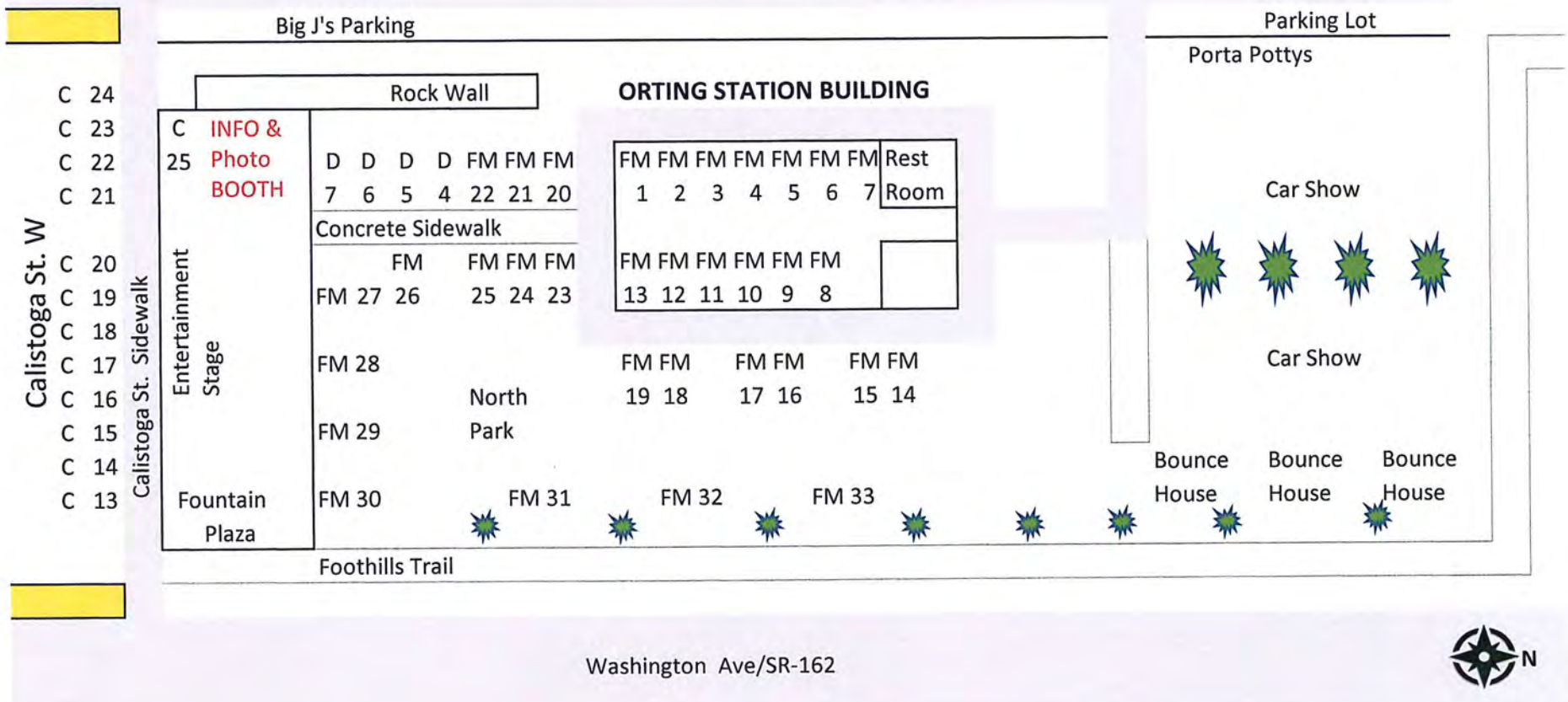
Fees - Special Events	100.00
Non Taxed Amt:	<u>100.00</u>
Total:	100.00
Chk: 1579	<u>100.00</u>
Ttl Tendered:	100.00
Change:	0.00

Issued By: Jennifer Corona  
02/06/2024 15:49:22

# 2024 Harvest Festival Event Map North Park

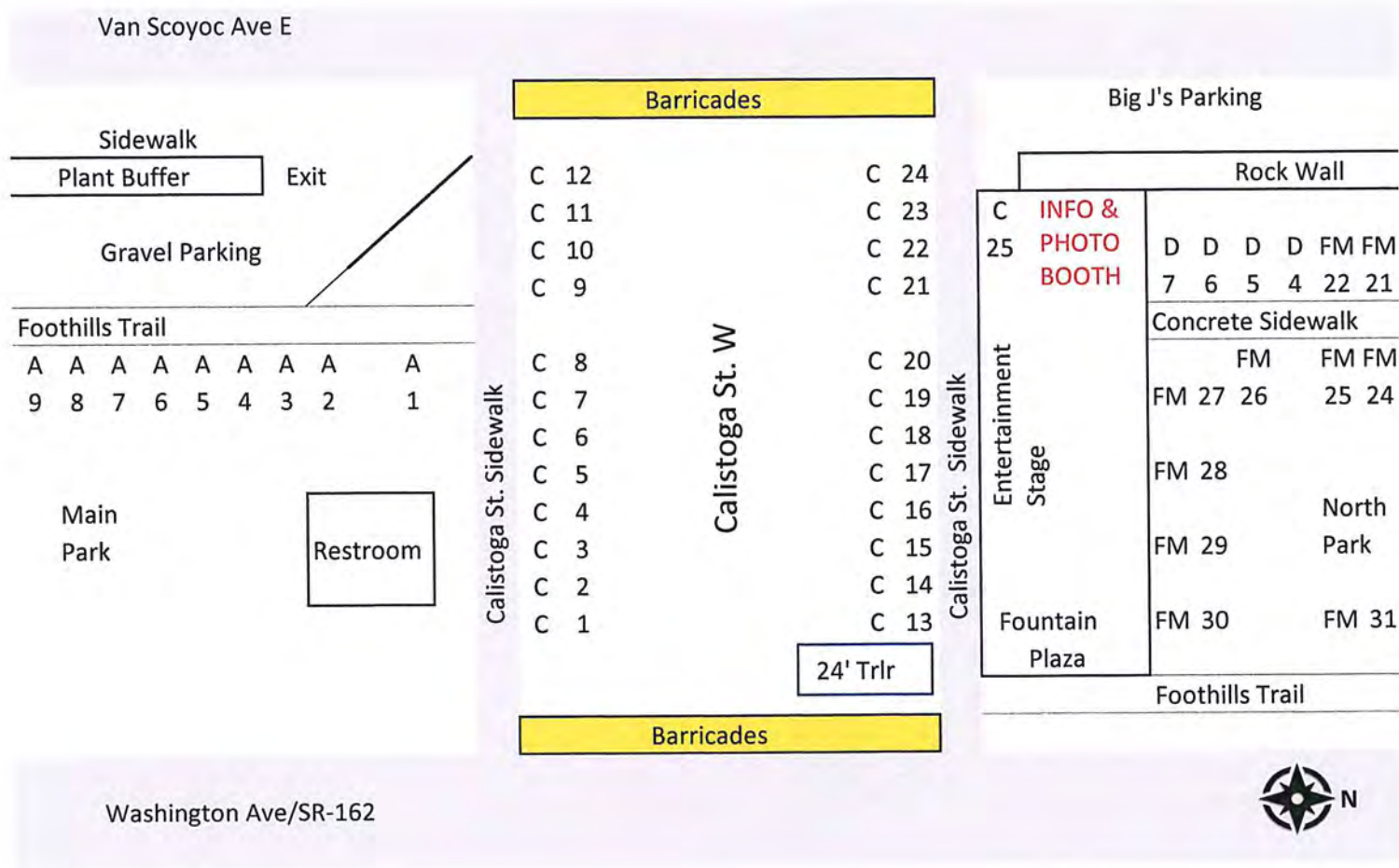
Big J's Outdoor Store

Van Scoyoc Ave/ Parking access



# 2024 Harvest Festival Event Map

## Calistoga Street



Van Scoyoc Ave E

Sidewalk

Plant Buffer

Exit

Gravel Parking

Foothills Trail

A A A A A A A A A  
9 8 7 6 5 4 3 2 1

Main Park

Restroom

Calistoga St. Sidewalk

Barricades

C 12 C 24  
C 11 C 23  
C 10 C 22  
C 9 C 21  
  
C 8 C 20  
C 7 C 19  
C 6 C 18  
C 5 C 17  
C 4 C 16  
C 3 C 15  
C 2 C 14  
C 1 C 13

Calistoga St. W

24' Trlr

Barricades

Calistoga St. Sidewalk

Big J's Parking

Rock Wall

C 25	INFO & PHOTO BOOTH	D 7	D 6	D 5	D 4	FM 22	FM 21
		Concrete Sidewalk					
Entertainment Stage			FM 27	FM 26		FM 25	FM 24
			FM 28				
			FM 29				North Park
Fountain Plaza		FM 30					FM 31

Foothills Trail

Washington Ave/SR-162



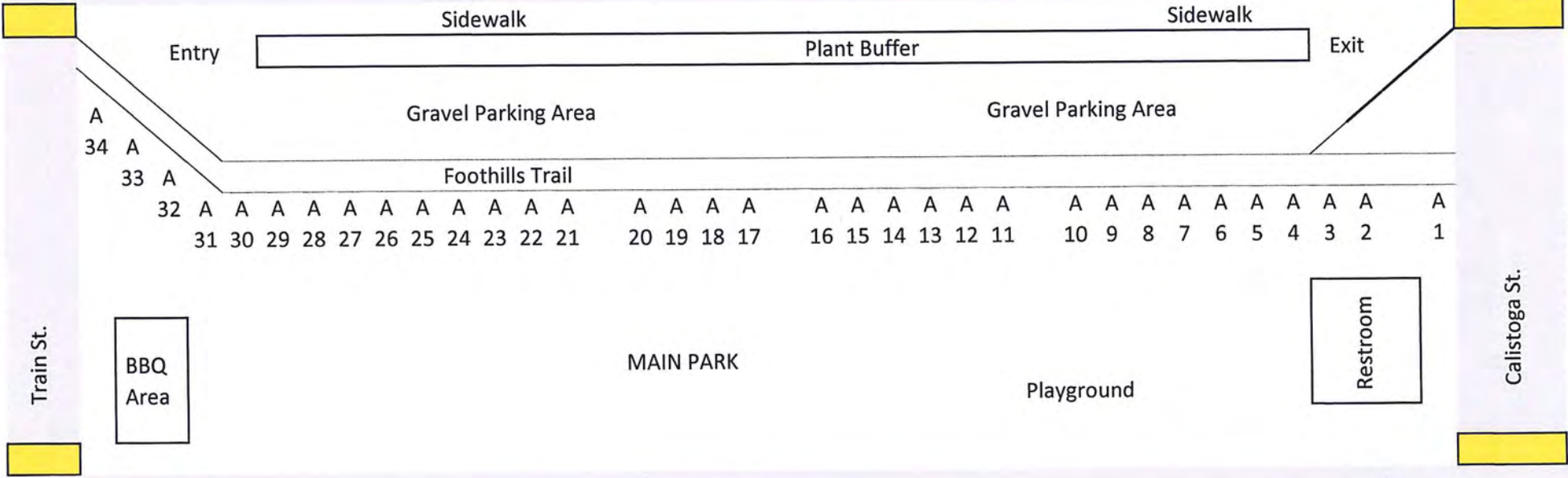
# 2024 Harvest Festival Event Map Main Park

Post Office

Van Scoyoc Ave E

SOUTH PARK

NORTH PARK



Train St.

BBQ Area

MAIN PARK

Playground

Restroom

Calistoga St.

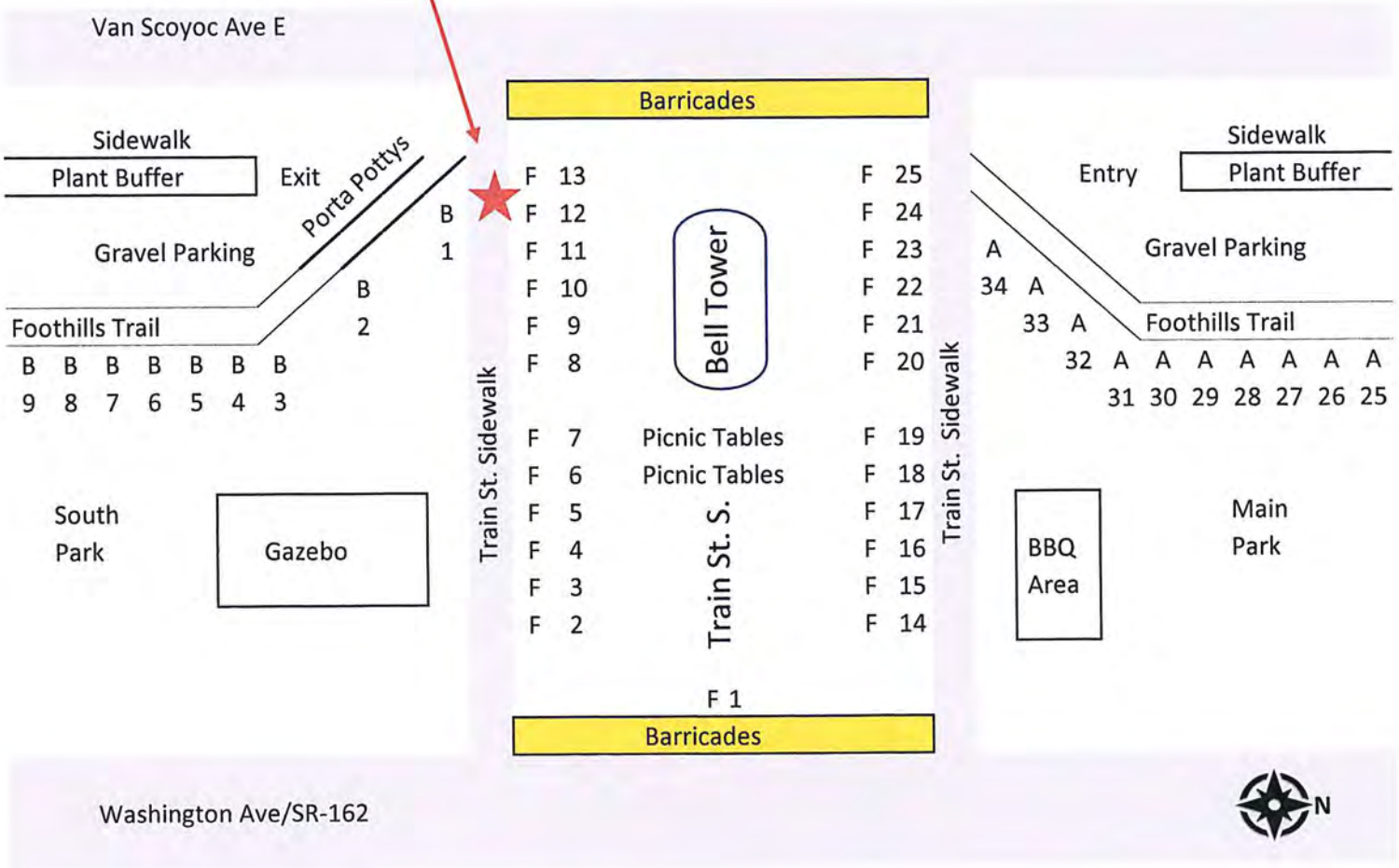
Washington Ave / SR-162



# 2024 Harvest Festival Event Map

## Train Street - Food Court

PARADE  
START & END



# 2024 Harvest Festival Event Map South Park

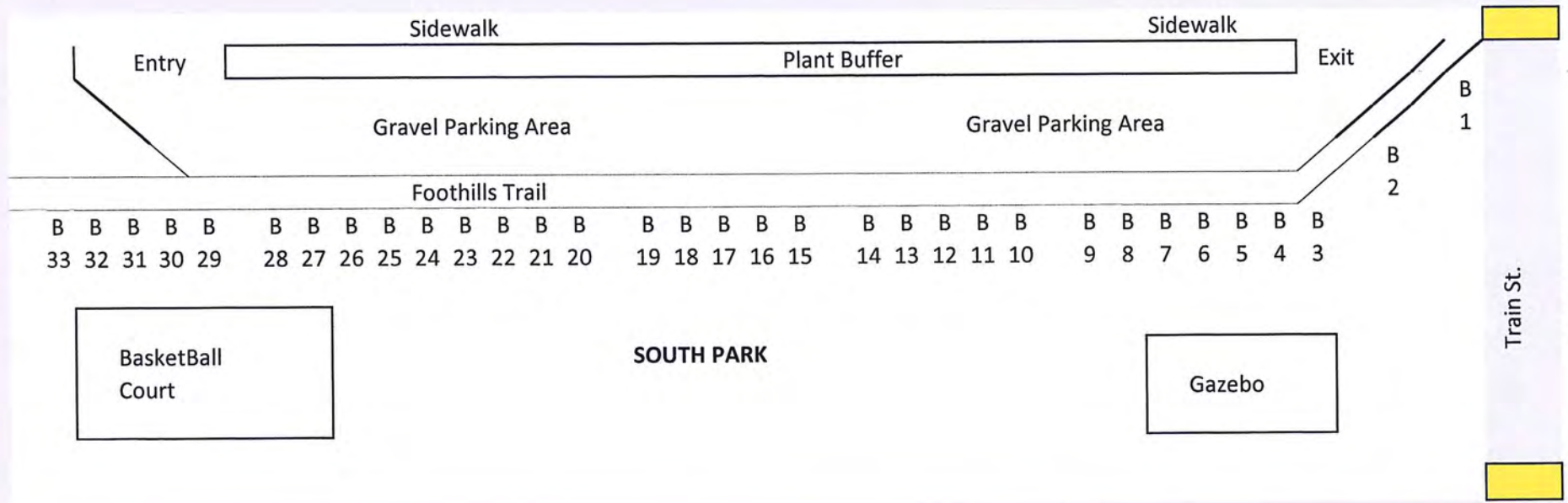
Eagles

City Hall

Bridge St. S

Van Scoyoc Ave E

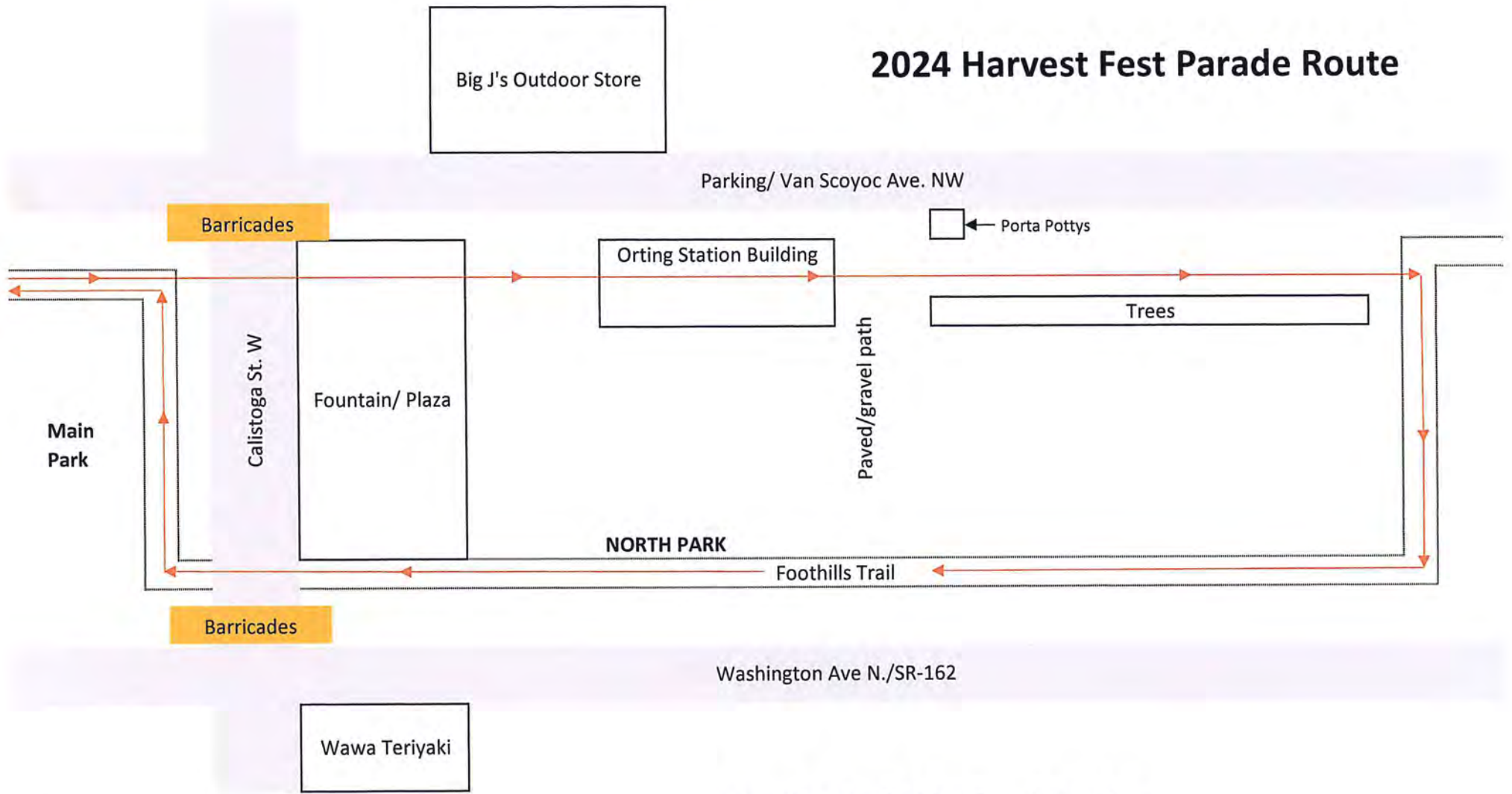
Washington Ave / SR-162



MAIN PARK



# 2024 Harvest Fest Parade Route



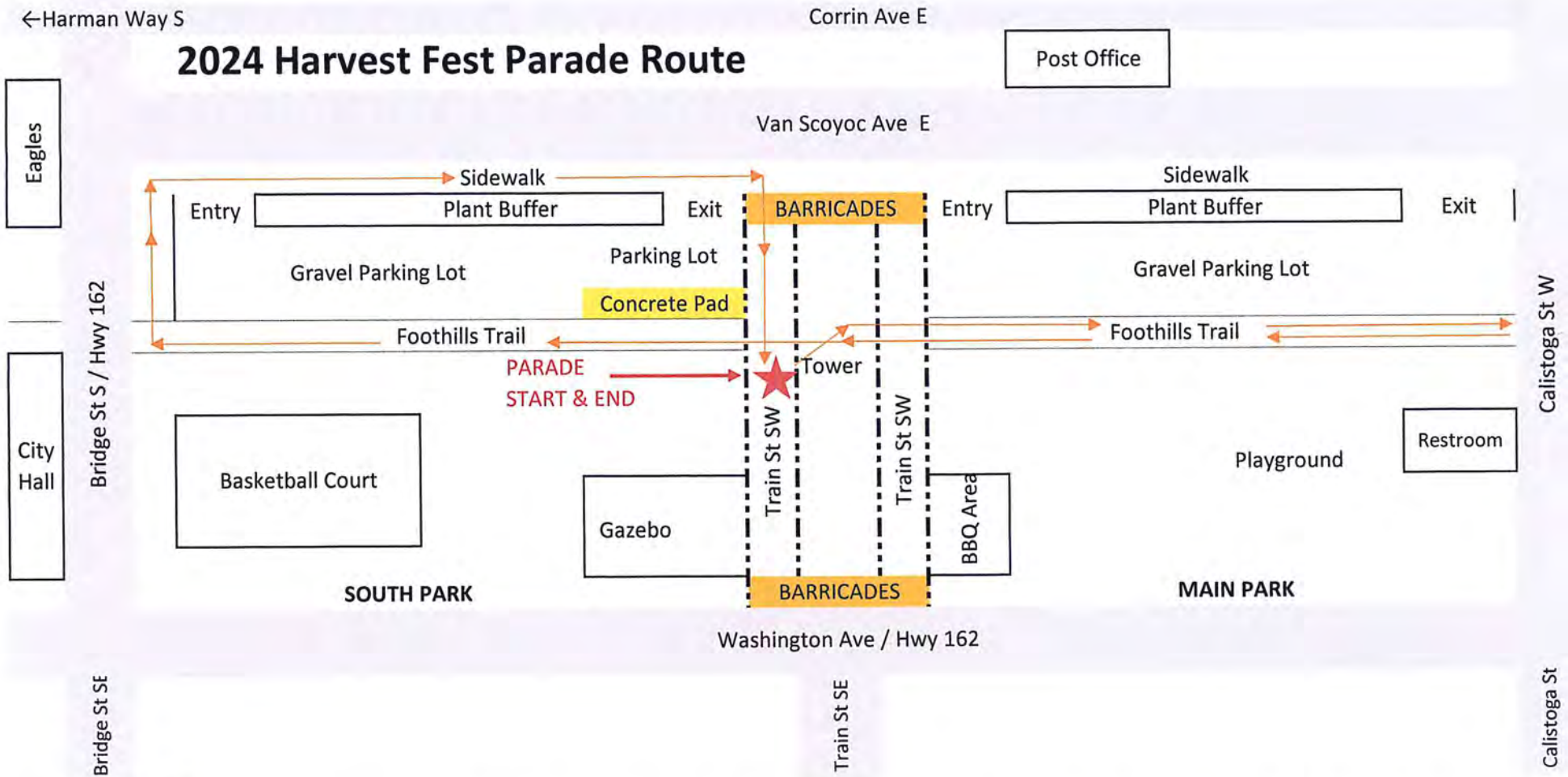
## North Park/Orting Station

### Parade Route:

Begins on Train Street, near Bell Tower. Routes North across Train St. S. and through Central Park on Foothills Trail (asphalt). Route continues across Calastoga St W. and through Fountain Plaza. Then continues along concrete sidewalk through the Orting Station Building. Then continues along concrete sidewalk and North across gravel lot to the Foothills trail. Then turns Right and continues along the Foothills trail (asphalt). Then turns Right before SR-162 and continues South along the Foothills trail (asphalt). Then crosses Calistoga St. W. and turns Right and continues along Concrete sidewalk. Then turns Left and continues South along the Foothills trail (asphalt) and crosses Train St. S and continues South along the Foothills Trail (asphalt) through South Park. Then turns Right and continues along Bridge St. S. concrete sidewalk. Then turns Right and continues along Van Scoyoc Ave. E. concrete Sidewalk and Turns Right and continues along Train St. S. concrete sidewalk and ends back at the "Start & End " location.



# 2024 Harvest Fest Parade Route



## Parade Route:

Begins on Train Street, near Bell Tower. Routes North across Train St. S. and through Central Park on Foothills Trail (asphalt). Route continues across Calastoga St W. and through Fountain Plaza. Then continues along concrete sidewalk through the Orting Station Building. Then continues along concrete sidewalk and North across gravel lot to the Foothills trail. Then turns Right and continues along the Foothills trail (asphalt). Then turns Right before SR-162 and continues South along the Foothills trail (asphalt). Then crosses Calistoga St. W. and turns Right and continues along Concrete sidewalk. Then turns Left and continues South along the Foothills trail (asphalt) and crosses Train St. S and continues South along the Foothills Trail (asphalt) through South Park. Then turns Right and continues along Bridge St. S. concrete sidewalk. Then turns Right and continues along Van Scoyoc Ave. E. concrete Sidewalk and Turns Right and continues along Train St. S. concrete sidewalk and ends back at the "Start & End " location.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2024

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

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

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Orting Valley Farmers Market c/o Doug Graves PO Box 1665 Orting WA 98360	<b>INSURER A:</b> Evanston Insurance Company		35378
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	3DS5475-M3321626	10/12/2024	10/13/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	Host Liquor Liability						MED EXP (Any one person)	\$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				12:01 AM	12:01 AM	PRODUCTS - COM/OP AGG	\$ 2,000,000
	OTHER:						Deductible	\$ 1,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

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

**CERTIFICATE HOLDER****CANCELLATION**

City Of Orting 104 Bridge St S Orting WA 98360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

#### SCHEDULE

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

City Of Orting  
104 Bridge St S  
Orting, WA 98360

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

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

However:

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

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

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

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

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

All other terms and conditions remain unchanged.

# ORTING HARVEST FESTIVAL

Hosted by the ORTING VALLEY FARMERS MARKET

February 5, 2024

City of Orting  
Attn: Michell Alfiere  
104 Bridge Street  
Orting WA. 98360



Thank you for the opportunity to host this year's Orting Harvest Fest. The Orting Valley Farmers Market has been a participant in this event for many years and has been joint managers of the event for the past three years. We look forward to presenting this event with all the excitement and wonder it has had in the past... and more. Along with a staff of seasoned volunteers who have brought this event to the Orting Community for many years, the Orting Valley Farmers Market is thrilled to continue the Legacy that the late Manager Gary Grape embraced for so many years.

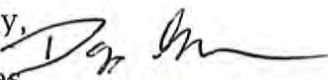
For 2024, we plan to showcase the Fall Harvest/Pumpkin theme, along with a kids/pet's parade with a local school drum corps, a Pumpkin carver, Pumpkin painting for kids, the Point Defiance Pirates, musical entertainment, and all the Craft and Food Vendors who have been a part of years past.

We are asking the City of Orting to provide, in sponsorship, the following items for this event:

1. Use of all city facilities in North, Main, and South Park on Saturday, October 12, 2024.
2. Use of North Park and Station Building beginning at Noon on Friday, October 11, 2024, for storage of event items to be set up on Saturday, October 12, 2024.
3. 1 Police officer who can make random passes through the event multiple times between 10am and 4pm.
4. 2 City Public Works Staff for 6 hours to assist and direct set up and tear down of event.
5. Closure of Calistoga St. and Train St. between Washington Ave. and Van Scoyoc Ave.
6. 1 Dumpster (already located at North Park).
7. 2 Standard Portable Restrooms to be located at North Park (in addition to the 2 existing at Main City Park).
8. Electricity, including 2 Spider Boxes and 2 power cords.
9. Audio/PA system.
10. Barricades/Cones/Traffic Signs suitable for closure of Calistoga and Train Streets.
11. Hanging of Banner over Washington Ave. for 2 weeks.
12. Event Advertisement on City Reader Board, Website, and Social Media.

With that, the Orting Valley Farmers Market fully intends to comply with all requirements as detailed in our Special Event Application as well as to the satisfaction of City representatives.

Respectfully,

  
Doug Graves  
Orting Valley Farmers Market - Manager



## BUSINESS INFORMATION

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Business Name:

**ORTING VALLEY FARMERS MARKET**

UBI Number:

**603 436 579**

Business Type:

**WA NONPROFIT CORPORATION**

Business Status:

**ACTIVE**

Principal Office Street Address:

**19511 112TH AVE E, GRAHAM, WA, 98338-6467, UNITED STATES**

Principal Office Mailing Address:

**PO BOX 1665, ORTING, WA, 98360-1665, UNITED STATES**

Expiration Date:

**08/31/2024**

Jurisdiction:

**UNITED STATES, WASHINGTON**

Formation/ Registration Date:

**08/28/2014**

Period of Duration:

**PERPETUAL**

Inactive Date:

Nature of Business:

**AGRICULTURAL. CHARITABLE. EDUCATIONAL. FARMERS MARKET- CHARITABLE  
EDUCATIONAL AGRICULTURAL**

Charitable Corporation:



Nonprofit EIN:

**47-1671216**

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



Has Members:



Public Benefit Designation:



Host Home:



## REGISTERED AGENT INFORMATION

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Registered Agent Name:

**PRESIDENT**

Street Address:

**9715 210TH STREET CT E, GRAHAM, WA, 98338-8017, UNITED STATES**

Mailing Address:

**PO BOX 1665, ORTING, WA, 98360-1665, UNITED STATES**

## GOVERNORS

---

<b>Title</b>	<b>Governors Type</b>	<b>Entity Name</b>	<b>First Name</b>	<b>Last Name</b>
GOVERNOR	INDIVIDUAL		JOANN	HOLBROOK
GOVERNOR	INDIVIDUAL		DOUG	GRAVES



**Special Event City Sponsorship Cost Estimate**

**Event Name: Orting Harvest Festival**

**Event Date & Time: October 12th, 2024, 10am-4pm**

**Applicant/Organization: Doug Graves, Orting Valley Farmers Market**

<b>City Services Requested</b>	<b># of hours</b>	<b>Estimated Cost</b>
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
Use of North Park (includes Orting Station) - <b>2 days total</b>		\$600.00
Close Train St. around Bell Tower		\$75.00
Close Calistoga St. from Van Scoyoc Ave. to 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
Audio/PA system		\$75.00
Barricades/Cones/Traffic Signs		\$75.00
Hang Event Banner over Washington Ave.		\$200.00
Event Advertisement (reader board & social media)		\$75.00
2 Public Works staff (estimated \$150/hr total)	10	\$1,500.00
Police support (estimated \$115/hr each)	6	\$690.00
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$4,125.00</b>

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





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Murrey's Franchise Agreement – Second Amendment.	<b>AB24-30</b>	<b>CGA</b>		
		<b>4.3.2024</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>3.29.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Original Franchise and Murrey's Proposed Changes				
<b>SUMMARY STATEMENT:</b>				
<p>Murrey's has made a proposal to amend the current contract. Following, is a summary of the original and proposed changes:</p> <p>1. Term Extension:  Original: The initial term was set to expire on April 30, 2019, with automatic one-year extensions for three additional years.  Amended: Extends the Agreement Term for an additional ten years through December 31, 2032, with automatic renewal for an additional three years unless the City decides otherwise based on performance.</p> <p>2. Exclusive Rights and Obligations:  Original: Provided the Franchisee the exclusive right to collect and dispose of residential and commercial solid waste, recyclables, and yard debris within the franchise area.  Amended: Clarifies the Contractor's exclusive rights and obligations regarding the collection of all solid waste, recyclables, and yard waste within the City limits, including enforcement cooperation and exclusion for certain types of waste.</p> <p>3. Collection Services:  Original: Detailed the Franchisee's responsibilities for collecting various types of waste and set specific requirements for collection methods, frequencies, and customer service.</p>				

Amended: Specifies changes to residential collection services, introduces compliance requirements for recyclable material preparation, and establishes liability provisions for damages and performance under contingencies beyond reasonable control.

**4. Rate Adjustments:**

Original: Allowed for adjustments based on changes to the Consumer Price Index (CPI) and disposal fees, with specific provisions for senior discounts and adjustments for significant increases in fuel costs.

Amended: Revises the rate adjustment process to include an annual CPI adjustment starting March 1, 2025, and introduces a new section for adjustments based on Carbon Fees as part of Washington State's cap and trade program.

**5. Billing and Customer Service:**

Original: Required the Franchisee to maintain a business phone for customer service, respond to complaints, and specified billing cycles for different types of customers.

Amended: Overhauls billing and customer service procedures, detailing billing frequencies, contents of bills, late notices, and procedures for service termination due to non-payment.

**6. Liability and Indemnification:**

Original: Included provisions for the Franchisee to indemnify the City against certain claims and specified the responsibility for damage to public and private facilities.

Amended: Updates sections related to the Franchisee's duty to defend, indemnify, and hold the City harmless against certain claims, removes an entire section, and updates notice provisions.

**7. Exhibits and Appendices:**

Original: Included specific exhibits detailing rates, service specifications, and other appendices.

Amended: Involves replacing Exhibit A entirely and adding Exhibit A-1 to the Agreement, reflecting the updated terms and conditions.

**RECOMMENDED ACTION: Action:**

None

**FUTURE MOTION: Motion:**

TBD.

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

This Second Amendment to Franchise Agreement Between the City of Orting and D.M. Disposal Co., Inc. (this "Amendment"), is made and entered into by and between the City of Orting, a Washington municipal corporation (the "City"), and D.M. Disposal Co., Inc., a Washington corporation ("Franchisee"). The City and Franchisee may be collectively referred to herein as the "Parties" and individually as a "Party," unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

**RECITALS**

WHEREAS, on April 1, 2012, the Parties entered into that certain *Franchise Agreement Between the City of Orting and D.M Disposal Co., Inc.*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of all residential Solid Waste, Recyclable Materials, Yard Debris, and Bulky Goods, and all Commercial Solid Waste generated, deposited, accumulated, or otherwise coming to exist in the Franchise Area within the City; and

WHEREAS, on August 1, 2015, the City and DM Disposal entered into that certain First Amendment to Agreement for the Collection and Disposal of all residential Solid Waste, Recyclable Materials, Yard Debris, and Bulky Goods, and all Commercial Solid Waste generated, deposited, accumulated, or otherwise coming to exist in the Franchise Area within the City; and

WHEREAS, the Agreement is set to expire on or about December 31, 2024 and the Parties wish to amend the Agreement to extend the term as well as modify certain other provisions as more particularly set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree as follows:

1. **Amendment to Section 2.1 of the Agreement.** Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

**2.1 Exclusive Right.**

“The contractor shall have the exclusive right and the obligation to collect all solid waste, recyclables, and yard waste within the City limits as of the date of this Agreement, with

the exception of solid waste, recyclable materials or yard waste self-hauled by the generator; or yard waste generated and self-hauled by private landscaping services from landscaping projects on which they are working. The parties agree to cooperate in the enforcement of the provisions of this Agreement and the City's authority to regulate a system of solid waste handling. The Contractor's rights under this Agreement are subject to the rights of third parties in annexed areas and those rights shall not be abridged by this Agreement. Solid waste" as such term is used herein shall be defined as set forth in RCW 70A.205.015 and shall exclude material which is or contains, or which Service Provider reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Service Provider inadvertently collects or disposes of such Excluded Waste"

2. **Amendment to Section 3 of the Agreement.** Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

"Section 3 of the Agreement is hereby amended to extend the Agreement Term for an additional ten (10) year period by mutual agreement of the parties. The Agreement Term shall now run through December 31, 2032. Upon expiration of the Term, the Agreement shall automatically renew for an additional three (3) year period under the same terms and conditions, unless the City determines, in its sole discretion, that Contractor is providing inadequate or insufficient service to customers in breach of the Agreement; provided that Contractor shall have thirty (30) days to cure said inadequacy or insufficiency after receiving notice from the City."

3. **Amendment to Section 5.1 of the Agreement.** Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

**5.1 Residential Collection Services.** Franchisee shall furnish all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all solid waste, recyclables, and yard waste within the City limits. The work to be done by Franchisee as set forth in this Franchise shall be accomplished in a professional manner so that the residents within the Franchise Area are provided reliable, courteous, and high-quality collection of Solid Waste.

4. **Amendment to Section 5.2 of the Agreement.** Section 5.2 of the Agreement (Collection from Multi-Family Residences and Commercial Premises.) shall be revised to delete the language "Collection of Recyclable Material and Yard Debris from these Multi-Family and Commercial Customers is outside the scope of this Franchise and is open to competition."

5. **Amendment to Section 5.16.** A new Section 5.16 of the Agreement shall be added to state the following:

Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

6. **Amendment to Section 5.17.** A new Section 5.17 of the Agreement shall be added to state the following:

"Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment."

7. **Amendment to Section 5.18.** A new Section 5.18 of the Agreement shall be added to state the following:

"Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement."

8. **Amendment to Section 8.2 of the Agreement.** Section 8.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The rates for Contractor's services as set forth in Exhibit "A" attached hereto shall remain the same until March 1, 2025.

**8.2.1 Rate Increase.** Revision of Rates. Annual CPI Adjustment: Beginning March 1, 2025 and for every year thereafter through the end of the Agreement Term or any extension, rates set forth in Exhibit "A" and Exhibit "A-1" shall be adjusted by one hundred percent (100%) of the change in the Consumer Price Index as maintained by the U.S. Department of Labor, for all Urban Consumers Water and Sewer and Trash Collection Services (excluding any CPI adjustment to the City utility tax and /or other municipal fee or tax amounts in Exhibit "A" and Exhibit "A-1") ("CPI"), for the immediately preceding twelve (12) month period derived from the most currently published index available. At least sixty (60) days prior to the Adjustment Date,

Franchisee shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations, therefore. No less than 45 days prior to implementation of any rate increase, Franchisee shall give notice of such rate adjustment to all Customers within the Franchise Area. Adjustments to the Franchisee's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

9. **Amendment to Section 8.4 of the Agreement.** (Billing and Customer Service). Section 8.4 shall be deleted in its entirety and replaced with the following:

8.4 All hauling for residential solid waste collection and recycling services within the City limits shall be performed by the Contractor every other month in accordance with the rates established in this contract. Billing for all other customers for solid waste collection and recycling services within the City limits shall be performed by the Contractor every month in accordance with the rates established in this Agreement.

8.4.1 The time period covered by the bill provided by the Contractor will be the present and prior month based on the date the bill is received by the customer. The time period covered will be stated in the bill. The charge for any special services not covered in this contract will be determined by mutual agreement of the parties hereto.

8.4.2 The Contractor shall bill customers directly for solid waste and recyclables which exceed the customer's current subscribed level of service.

8.4.3 The Contractor shall provide billing services for solid waste and recyclables without proration for partial months. The minimum proration shall be one month.

8.4.4 The types of services for which the customer is being charged will be clearly stated on the face of the bill provided by the Contractor.

8.4.5 The bills provided by the Contractor shall be due in accordance with guidelines established by the Contractor. If a bill remains unpaid after forty-five (45) calendar days from the bill date, a late notice shall be mailed to the customer and shall include a 1.5% penalty (minimum \$1.00). If the bill remains unpaid after sixty (60) calendar days from the date of the invoice, service will be terminated. Provide a summary list to the City of customers terminated for non-payment on a quarterly

basis upon request.

8.4.6 A fee in accordance with Exhibit A will apply to all customers stopped for non-payment to re-establish service, plus applicable taxes, if any.

8.4.7 A fee in accordance with Exhibit A will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.

8.4.8 A fee in accordance with Exhibit A shall be assessed for redelivery of carts/receptacles where the customers had requested suspension or termination of service or where the service was suspended for non-payment by customer.

8.4.9 Customers whose service is terminated and restarted within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Exhibit A. upon restart of service, customers shall have the choice of paying a Receptacle redelivery fee in accordance with Exhibit A, or customers may pick up their Receptacle(s) directly from the Contractor at no charge.

8.4.10 All costs related to billing and bill collection incurred by Contractor will be paid by the Contractor.

**10. Amendment to Section 8.5 of the Agreement.** A new Section 8.5 entitled Carbon Fee Adjustment shall be added after 8.4 of the Agreement and shall read as follows:

“On an annual basis, Franchisee shall have the right adjust rates hereunder to account for Carbon Fees paid by Franchisee as part of the Washington State Climate Commitment Act’s cap and trade program. Such adjustments shall be calculated based on the average carbon fee actually paid by Franchisee during the immediately prior twelve (12) month period from October 1-September 30 of the then applicable year. Franchisee shall use its fuel invoices for purposes of calculating such average. Upon request, Franchisee shall provide such fuel invoices to the City for City’s audit and review.”

**11. Amendment to Section 9.1 of the Agreement.** A new Section 9.1 of the Agreement shall be added to state the following:

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

**12. Amendment to Section 12.1 of the Agreement.** Section 12.1 of the Agreement

shall be deleted and replaced in its entirety with the following:

“The Franchisee shall promptly defend, indemnify and hold harmless the City and its affiliates, and its respective employees, agents, representatives and contractors, from and against any and all claims, suits, actions, liabilities, losses, expenses or damages (including costs of defense, settlement, court costs, reasonable attorneys’ fees and expert witness and consulting fees) which the City may incur, to the extent caused by or resulting from: (i) any negligent act or omission or intentional misconduct of the Franchisee, its agents or employees in connection with this Agreement, (ii) any violation of any applicable law, rule, regulation, ordinance, or court order by the Franchisee, its agents or employees in connection with this Agreement, or (iii) any breach by the Franchisee, its agents or employees of any of the covenants, agreements, representations or warranties of the Franchisee set forth in this Agreement; provided however that if such claims are caused by or result from the concurrent negligence or willful misconduct of, breach this Franchise by, or violation of any applicable laws, rules or regulations, by the City, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence or conduct of the Franchisee, and provided further that nothing herein shall require the Franchisee to hold harmless or defend the City, its agents, employees and/or officials for damages or loss caused by the City’s sole negligence, willful misconduct, breach of this Agreement, or violation of any applicable laws, rules, or regulations. The provisions of this Section shall survive the expiration or termination of this Franchise.

**13. Amendment to Section 12.5 of the Agreement.** Section 12.5 of the Agreement shall be deleted in its entirety.

**14. Amendment to Section 25 of the Agreement.** Franchisee's notice provisions are updated as follows:

Franchisee’s address:                   D.M. Disposal Co., Inc.  
4822 70<sup>th</sup> Avenue East  
Fife, WA 98424  
Attention: District Manager

With a copy to:                           Waste Connections, Inc.  
3 Waterway Square Place, Suite 110  
The Woodlands, TX 77380  
Attention: Legal Department

**15. Amendment to Exhibit A of the Agreement.** Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A.

**16. Amendment to Exhibit A-1 of the Agreement.** Exhibit A-1 will be added to the Agreement and will be referred to as “Exhibit A-1” attached hereto and made a part hereof.

**17. Counterparts.** This Amendment may be executed in one or more electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.



18. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and/or in the Agreement shall include the terms contained in this Amendment.

19. **Conflicting Provisions.** In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

20. **Authorization.** Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

21. **Effective Date.** The Effective Date of this Amendment shall be \_\_\_\_\_, 2024.

*[signature page to follow]*

IN WITNESS WHEREOF, the Parties enter into this Second Amendment as of the Effective Date. Each person signing this Second Amendment represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

CITY OF ORTING

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

Name:

Title:

ATTEST:

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

Title:

D.M. DISPOSAL CO., INC.

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

Name:

Title:

ATTEST:

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

Title:



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting City Hall Office Remodel.	<b>AB24-31</b>	CGA		
		<b>4.3.2024</b>		
	<b>Department:</b>	Public Works Department		
	<b>Date Submitted:</b>	3.29.2024		
<b>Cost of Item:</b>	\$ 26,960.80			
<b>Amount Budgeted:</b>	\$ N/A			
<b>Unexpended Balance:</b>	\$ N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Q4 2023			
<b>Submitted By:</b>	Marshall Maurer, Public Works Director			
<b>Fiscal Note:</b> Staff recommend utilize existing fund balance for this capital project.				
<b>Attachments:</b> Lake Tapps Construction – Orting City Hall Delineation Proposal				
<b>SUMMARY STATEMENT:</b>				
<p>City Staff is requesting funds to complete an office remodel that will split an existing office into separate offices, with a finished floor-to-ceiling wall, and to relocate existing HVAC and electrical components serving the office. The separate offices will provide workspaces to the Community Development Director, Code Enforcement Officer, and Building Official.</p> <p>City Staff requested bids from 5 firms. Lake Tapps Construction’s bid of \$26,960.80 being the low bid, and having also received a high bid of \$127,481.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move to City Council Study session on April 17 <sup>th</sup> , 2024 as a consent agenda item.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
Motion to approve the Mayor to sign and enter into a contract with Lake Tapps Construction in an amount not to exceed \$26,960.80.				



**Letter of Interest for the following Project:**

Orting City Hall Improvements  
102 Bridge Street South  
Orting, WA 98360

Jody Miller Construction, Inc. is excited to submit our letter of interest to take part in the improvements of your City Hall Office Demise Project. We believe in the mission behind the project and the City of Orting and are eager to team up with likeminded partners.

Jody Miller Construction, Inc. brings 40+ years of experience ranging from high end residential homes, large scale apartments, healthcare facilities and a number of schools around the Puget Sound area. We look forward to bringing our extensive industry knowledge and leadership to your Team for this unique project.

In the days ahead, we look forward to receiving feedback from our proposal for the Orting City Hall Improvements and coordinating through the initial consultation process. We realize that the design team has a process for selection, however we are certain we are the winning choice and are looking forward to developing a working relationship with all involved.

Thank you for the opportunity to provide our proposal

Sincerely,

Nate Bradford  
Jody Miller Construction, Inc.



### ORTING CITY HALL TENANT IMPROVEMENT

Item	Value	Qty.	Unit	Adjusted
GENERAL CONDITIONS	\$ 68,860	1	LS	\$ 68,860
DEMOLITION	\$ 3,120	1	LS	\$ 3,120
FRAMING & DRYWALL	\$ 16,235	1	LS	\$ 16,235
BUILDING INSULATION	\$ 917	1	LS	\$ 917
PAINTING	\$ 4,517	1	LS	\$ 4,517
FLOORING	\$ 4,025	1	LS	\$ 4,025
HVAC	\$ 3,250	1	LS	\$ 3,250
ELECTRICAL	\$ 4,517	1	LS	\$ 4,517
MISC. PATCH & REPAIR	\$ 2,525	1	LS	\$ 2,525
FINAL CLEAN	\$ 1,487	1	LS	\$ 1,487
<b>SUBTOTAL</b>				<b>\$ 109,453</b>
B&O STATE	0.471%		\$	516
GENERAL LIABILITY INSURANCE	0.500%		\$	547
INDIRECT GENERAL CONDITIONS	0.500%		\$	547
FEE	15.000%		\$	16,418
<b>GRAND TOTAL</b>			<b>\$</b>	<b>127,481</b>

**INCLUSIONS:**

- Modify existing acoustical ceilings to construct wall.
- Modify HVAC as needed to divide into two offices.
- Modify electrical and fire alarm systems to accommodate two offices.
- Construction of new insulated partition to grid ceiling with support braces above.
- Repair any floor damage cause by construction.
- Patch and repair as required.
- 2 coat paint all walls of both offices.
- All existing flooring will be protected throughout.
- Includes removal of all construction debris.

**Lake Tapps Construction Unltd.**  
**Orting City Hall - T.I.**

<u><b>Work Order Proposal</b></u>					<u><b># 24-12</b></u>	
<u><b>Title ---</b></u>	<b>Orting City Hall - T.I.</b>					
<u><b>Summary---</b></u>	Install dividing wall in the Orting City Hall - office 155-6 per plan.					
	Scope to include - masking of work area, construct dividing wall per plan, modify electrical and fire alarm systems, relocate one and add one HVAC ceiling cassette, finish drywall - prime new work - paint each room.					
	Clean up and legal disposal of construction debris.					
<u><b>Labor Rates -</b></u>		<u><b>Rate</b></u>	<u><b>L &amp; I</b></u>	<u><b>Taxes</b></u>	<u><b>Total Rate</b></u>	
	General Labor	\$56.80	\$3.48	\$4.29	\$64.57	
	Carpenter	\$71.53	\$3.48	\$5.40	\$80.41	
	Drywall - Taper	\$70.61	\$3.02	\$5.33	\$78.96	
<u><b>Cost Breakdown</b></u>						
<u><b>General Contractor</b></u>			<u><b>Quantity</b></u>	<u><b>Cost</b></u>	<u><b>Unit</b></u>	<u><b>Total</b></u>
	lumber		1	\$ 180.00	ea.	\$ 180.00
	drywall mat		1	\$ 250.00	ea.	\$ 250.00
	insulation		1	\$ 80.00	ea.	\$ 80.00
	misc material - t-bar etc.		1	\$ 60.00	ea.	\$ 60.00
	General labor		24	\$ 64.57	hr.	\$ 1,549.68
	Carpenter		20	\$ 80.41	hr.	\$ 1,608.20
	Drywall - Taper		12	\$ 78.96	hr.	\$ 947.52
				<b>G. C. Subtotal</b>		\$ 4,675.40
				Mark-up @ 15 %		\$ 701.31
<u><b>Subcontractor</b></u>						
			<u><b>Quantity</b></u>	<u><b>Cost</b></u>	<u><b>Unit</b></u>	<u><b>Total</b></u>
	Metcalf		1	\$ 8,750.00	ea.	\$ 8,750.00
	Code Mech		1	\$ 8,613.00	ea.	\$ 8,613.00
	A+ Pro Coat		1	\$ 1,373.00	ea.	\$ 1,373.00
				<b>Sub. Subtotal</b>		\$ 18,736.00
				Mark-up @ 10 %		\$ 1,873.60
				<b>C. O. Subtotal</b>		\$ 25,986.31
				Safety @ 2.5 %		
				Insurance @ 1.25%		\$ 974.49
				<b>Total Cost.</b>		\$ 26,960.80
						plus tax



PO Box 1459, Shelton, WA 98584

Contractor License # METCAEI841M5

**Date: 2/13/24**

## **Proposal: Orting City Hall Remodel**

### **Scope & Clarifications:**

Provide labor and material for the Electrical installation per the following scope:  
Adding a dividing wall to create two separate rooms, 156 and 157, Separate the light switching, add one horn strobe, and power to ceiling cassette (HVAC).

### **Inclusions:**

Electrical permit  
Safe-off power for others to demo

### **Exclusions:**

Plan review  
Fire rated plywood  
Utility Fees  
Temporary Power & Lighting  
As built drawings on electronic media  
Fire sleeving & stopping  
Temporary bathroom facilities  
Controls for all mechanical equipment  
Fencing  
Debris Disposal  
Trenching & backfill  
Concrete work, rebar work, cutting, patching, core drilling and ex-ray  
Asbestos, lead paint, or any other hazardous material removal  
Drywall cutting, patching, and painting.  
Painting conduit/raceway/boxes.  
Sealing roof penetrations

Sales tax  
Bonding

**Base Bid:** **\$ 8,750**

Thank You,

Brent Metcalf  
President  
Metcalf Electric, Inc.  
253-405-1461  
[Brent@Metcalf84.com](mailto:Brent@Metcalf84.com)





## Orting City Hall

102 Bridge Street South  
Orting, WA. 9860

### HVAC Modification for Office Separation

#### This includes:

- Move exiting cassette to office #155
- Add new Mitsubishi cassette unit to office #156
- Necessary thermostat and control graphic modifications
- Condensates
- Fresh air to each office
- Necessary Labor

#### The assumes

- Existing branch box has ball valves installed on extra ports

#### This excludes:

- Electrical Work
- Tab
- Other work outside of this scope
- Off hours work
- Permitting
- WSST

Total cost for this work: \$8,613.00

This proposal is valid for 30 days

**A+ PROFESSIONAL COATINGS, INC.**  
Commercial-Industrial Painting & Wallcovering  
34123 24<sup>th</sup> Avenue East  
Roy, WA 98580  
(253) 846-5065 / (253) 847-1043 fax  
[aplusptg@comcast.net](mailto:aplusptg@comcast.net)

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**PROPOSAL**

Job: Remodel at Orting City Hall

Bid Date: February 6, 2024

Scope: Painting of interior GWB walls in 2 rooms per walk thru

**Base Bid:                   \$ 1,373.00**

Notation: This proposal is bid per plans.

Exclusions: Trade damage, Protection of finish painted surfaces, Caulking & sealants, Floors, Bond, Hazardous abatement, Lead abatement, Inspection fees, Temporary heat, Temporary lighting, Overtime, Sales tax.

Qualification: We are a Union Shop. Our insurance liability limits are \$1,000,000 each occurrence, \$2,000,000 general aggregate. Insurance requirements in excess of our existing limits will require negotiation prior to contract signing.

This proposal is valid for 90 days.

We appreciate the opportunity to provide you with this proposal. If you have any questions please give us a call.

Thank you.

Jack R. Besaw, Jr.  
President



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Plaque Modification Request – Orting Historical Society.	<b>AB24-21</b>	<b>CGA</b>		
		<b>3.6.2024</b> <b>4.3.2024</b>	<b>3.20.2024</b>	
	<b>Department:</b>	Admin/Orting Historical Society		
	<b>Date Submitted:</b>	<b>2.26.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Kim Agfalvi</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Orting Historical Society request and photos				
<b>SUMMARY STATEMENT:</b>				
<p>The Orting Historical Society installed a commemorative plaque next to the historical train switch on the west side of City Hall and they are requesting to modify the approved design of the installed plaque to allow for an extension to be added to the top of the plaque to give more information on the history of the train switch and to showcase historical pictures. Attached is documentation and a mock up of the design presented by the Orting Historical Society for reference.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
TBD.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
TBD.				

# Orting Historical Society

Railroad Switch plaque rack modification request

March 06, 2024

March 06, 2024

City Of Orting  
Community Governmental Affairs Committee  
104 Bridge St S.  
Orting, WA 98360

Ref: Railroad Switch second plaque Status

Greeting Councilmembers Hogan & Sproul,

At the Community Governmental Affairs committee (CGA) meeting of March 01<sup>st</sup>, 2023, the Orting Historical Society presented plans for installing a restored railroad switch and a plaque rack with a plaque documenting the history of this switch to be installed along the west side of city hall. The plans were approved by the CGA committee. The same plans were presented to the Orting Council Study session on March 16<sup>th</sup> where they were approved and then sent on to the full council's meeting on March 29<sup>th</sup>, 2023 for the final approval. See one page of the plan on page 3.

Since the original approval of the plaque design, the society learned that the planned design would not work. The society had planned for the switch history, documentations of all those who contributed and a couple of historical pictures all to be on one plaque. It was too much information for the plaque sized that we had committed to purchasing and further the plaque rack was completed. So we were committed. Then a second plaque was suggested. It was design and completed some months ago.

On February 09<sup>th</sup>, 2024, Don Tracy, Steve Limbaugh, of Valley Sign, and I installed the first plaque. Then, the society began planning for the fabrication of an extension to be built and attached to the top of the existing plaque rack. See page 4 as to how it would look when attached to the first plaque.

The next day, February 10<sup>th</sup>, I received an e-mail from the city advising that the attachment rack would have to be approved by the CGA committee.

Since receiving the e-mail from the city I sat down and drafted this letter hoping that I can give the CGA committee enough information that would allow us to move forward on this project.

Just to let you know, I have the same volunteer lined up to fabricate the attachment for this plaque and that is Stan Daffern.

My question, when this request get your approval will it be sent on to the council study session and then the full council for their approval?

Thank you for your time in reviewing our request.

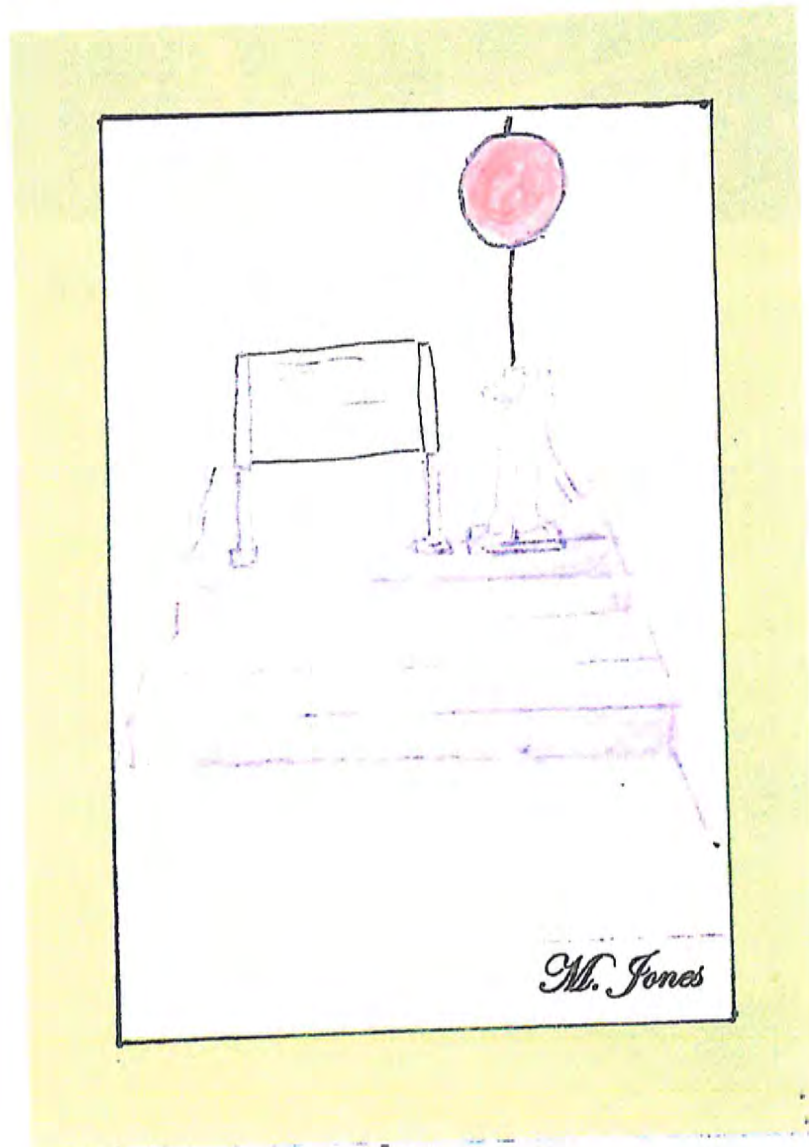
A handwritten signature in cursive script that reads "Sam".

Guy S. (Sam) Colorossi  
Orting Historical Society  
Secretary/Treasurer

**Picture # 14584292 – Example of the monument rack.**



**Picture # 15125344 –Artist rendition of the site by Madeline Jones .**





**Steve Limbaugh of Valley Sign**





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Plaque / Monument Policy.	<b>AB24-22</b>	<b>CGA</b>		
		<b>3.6.2024</b>		
		<b>4.3.2024</b>		
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>3.1.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Kim Agfalvi</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Example policies				
<b>SUMMARY STATEMENT:</b>				
<p>The CGA Committee has expressed interest in adopting a plaque/monument policy. Staff is asking for clarity on what the contents of that policy should be.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
TBD.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
TBD.				



**CGA Committee Minutes**  
**March 6<sup>th</sup>, 2024**  
**9:00am**

- Greg Hogan, Councilmember, Chair**
- Jeff Sproul, Councilmember**
- Kim Agfalvi, City Clerk**
- Scott Larson, City Administrator**
- Gretchen Russo, Finance Director**
- Danielle Charchenko, Executive Assistant/Records Clerk**

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**1. Call to Order.**

Councilmember Greg Hogan called the meeting to order at 9:00am. In attendance at the meeting was Councilmember Greg Hogan, Councilmember Jeff Sproul, City Clerk Kim Agfalvi, Finance Director Gretchen Russo, Executive Assistant Danielle Charchenko, and City Planner MillieAnne VanDevender.

**2. Public Comments**

No public comments were made.

**3. Agenda Items**

**A. AB24-23 – RV and Safe Parking Code Amendments**

City Planner MillieAnne VanDevender gave a presentation for potential municipal code updates regarding recreational vehicles and safe parking. She stated these are two different items but both are related forms of temporary occupancy. City Planner MillieAnne VanDevender posed the following topics for Council to consider:

- Should the City allow Safe Parking?
- Where should Safe Parking be allowed?
- Should a Conditional Use Permit be required?
- Should a Memorandum of Understanding be required?
- Should the number of spaces be limited?
- Other requirements? (e.g. restrooms)

Committee discussion followed.

**Action:** Move forward to study session on March 20, 2024 for Council consideration.

**B. AB24-20 – Farmer’s Market Sponsorship**

Activities and Events Coordinator Michell Alfieri stated the City had received a completed and timely application from Orting Valley Farmer’s Market for the Mother’s Day Market in May and Summer Farmers Market. Committee discussion followed.

**Action:** Move forward to study session on March 20, 2024 for Council consideration.

**C. AB23-105 – Food Truck Program.**

City Clerk Kim Agfalvi stated that staff was unable to capture the concerns from Council during the February 28<sup>th</sup> Council meeting and is looking for direction on updates. Committee discussion followed.

**Action:** Move forward to study session on March 20, 2024 for Council consideration.

**D. AB24-21 – Orting Historical Society Plaque Modification Request.**

City Clerk Kim Agfalvi briefed that the Orting Historical Society installed a commemorative plaque next to the historical train switch on the west side of City Hall and they are requesting to modify the approved design of the installed plaque to allow for an extension to be added to the top of the plaque to give more information on the history of the train switch and to showcase historical pictures. Committee discussion followed.

**Action:** Move forward to study session on March 20, 2024 for Council consideration.

**E. AB24-22 – Plaque/Monument Policy**

City Clerk Kim Agfalvi briefed that staff had provided examples of plaque/monument donation policies from other cities, following the CGA Committee's interest in adopting a plaque/monument policy. Committee discussion followed.

**Action:** Bring back to CGA meeting on April 3<sup>rd</sup>, 2024.

**4. Meeting Minutes of February 7<sup>th</sup>, 2024.**

The meeting minutes of February 7<sup>th</sup>, 2024 were approved.

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

**6. Adjournment.**

Councilmember Hogan adjourned the meeting at 10:22am.

ATTEST:

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Kimberly Agfalvi, City Clerk, CMC