



CGA Committee Agenda
May 1st, 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

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/82524523064?pwd=ahlnZaEqichWVvKb3j2w7Laa1MNSJS.1>

Meeting ID: 825 2452 3064

Password: 121946

1. Call to Order

2. Public Comments

3. Agenda Items

- A. **AB24-29** – Old City Hall Sale.
- B. **AB23-30** – Murrey's Franchise Agreement.
- C. **AB24-39** – Red Hat Days Sponsorship.
- D. **AB24-40** – Orting Rock Festival Sponsorship.
- E. **AB24-42** – Council Goals – CGA Committee.
- F. **AB24-43** – Written Public Comments.

4. Meeting Minutes of April 3rd, 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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Sale of Old City Hall.	AB24-29	CGA		
		4.3.2024		
		5.1.2024		
	Department:	Administration		
	Date Submitted:	3.29.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
Current status discussion.				
RECOMMENDED ACTION: <u>Action:</u>				
None.				
FUTURE MOTION: <u>Motion:</u>				
None.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Murrey's Franchise Agreement – Second Amendment.	AB24-30	CGA		
		4.3.2024		
		5.1.2024		
	Department:	Administration		
	Date Submitted:	3.29.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note:				
Attachments: Original Franchise and Murrey's Proposed Changes				
SUMMARY STATEMENT:				
<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 70th 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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Red Hat Days Sponsorship	AB24-39	CGA		
		5.1.2024		
	Department:	Clerk		
	Date Submitted:	4.25.2024		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	Approval as soon as possible			
Submitted By:	Kim Agfalvi			
Fiscal Note: None				
Attachments: Application, Resolution 2024-09				
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from Orting Red Hat Days which will be held on Saturday, October 5th, 2024. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. 				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2024-09 a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Red Hat Days.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2024-09

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY SPONSORSHIP OF THE ORTING
RED HAT DAYS**

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

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

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

WHEREAS, the City received an application for sponsorship from the Orting Red Hat Days; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on May 1st, 2024, and recommended approval of the application; and

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

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

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

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

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

sponsorship, on Saturday, October 5th, 2024 from 5:00am– 6:00pm. The Mayor is authorized to enter into a contract with the Orting Red Hat Days to memorialize the City’s sponsorship described herein.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29th DAY OF May, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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



City of Orting
 104 Bridge St S • PO Box 489 • Orting, WA 98360
 Phone: 360-893-9017 or (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: Allina Hibbs

ORGANIZATION NAME: Orting Red Hat Days

ARE YOU NON-PROFIT: Yes No IF YES, UBI#: 603-056-900

MAILING ADDRESS: PO Box 1262 Orting, WA 98360

EVENT NAME: Orting Red Hat Days

BRIEF DESCRIPTION OF EVENT: Festival to celebrate the outdoors (historically, hunting)

DATE(S) OF EVENT: October 5, 2024

EVENT TIMES: Set-Up 5am Start of Event 10am Exit Time 6pm End of Event 4pm

ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 200 High Estimate 1000+

PRIMARY CONTACT NAME: Alina Hibbs PHONE: 360.367.0598
 PRIMARY CONTACT EMAIL: hibbsa@plu.edu
 DAY-OF CONTACT NAME: * Same PHONE: Same
 DAY-OF CONTACT EMAIL: same
 ALTERNATE CONTACT: Elisa Wells-henderson PHONE: 253.232.5629

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 (See Appendix A for rental rates):

- | | |
|--|---|
| <input checked="" type="checkbox"/> BBQ Area | <input type="checkbox"/> Basketball Court (no charge) |
| <input checked="" type="checkbox"/> Gazebo | <input checked="" type="checkbox"/> Fountain Pavilion (no charge) |
| <input checked="" type="checkbox"/> Orting Station | <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) | |

Please answer the following questions:

Will you have additional garbage services and where will they be placed (show on Map)?
if sponsorship denied yes, placed by park parking entrance

Will you have adequate restroom facilities and where will they be placed (show on Map)?
if sponsorship denied yes, near current facilities

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?
food trucks - parked near bell tower in road

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 checked="" type="checkbox"/> 1 Public Works staff	\$75/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> 2 Public Works staff	\$150/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 2 Police Officers	\$170/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 2 Standard Portable Restrooms	\$150/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 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</u>	
Total For Special Event Services		\$ _____	
Special Event Application Fee		\$200	
TOTAL TO BE PAID		\$ <u>300</u>	

5. BANNER REQUEST - FOR CITY SPONSORED EVENTS ONLY: If you are applying for event sponsorship and plan to have a banner placed across Washington Ave./SR 162 before and/or during your event, a Banner Permit Application must be submitted in conjunction with the Special Event Application. For banner requirements and a copy of the Banner Permit Application, email recreation@cityoforting.org. Please note, banner message is limited to name, date, and event sponsors. Commercial advertising is not allowed, and the banner may only be across SR-162 for 2 weeks.

6. VENDORS: Will there be any vendors at your event? Yes No

If YES, ANTICIPATED NUMBER OF VENDORS: 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: 30 START TIME: 1pm
STAGING TIME: 12pm STAGING LOCATION (show on map): Washington Ave (12-1pm) past PD/ED
PARADE ROUTE (show on map): SR 162 from Bridge st. to Calistoga St.

Will horses or other animals be in the parade? Yes No If yes, approximately how many? a few horses

Applicant/Organization is responsible for cleaning up after animals participating in the parade a dog club

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, Van Scoyoc Ave (162) (Bridge to Leber) (Calistoga to Leber st)

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?

Door to door - talking and flyers/letters

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

parade, vendors, kids area (no inflatables), car show, Jail truck

9: AGREEMENTS

Initials: AH

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: AH

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: AH

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: AH

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: AH

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

Initials: AH

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: AH

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: AH

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: AH

THE UNDERSIGNED APPLICANT HEREBY warrants that he/she is the authorized representative of the Sponsoring Organization, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property.

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: *Aina Hibbs* Date: 2/6/2024

Print Name & Title w/Organization: Aina Hibbs Secretary ORHD

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

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

- End of Special Event Application -

City of Orting Sponsorship Application

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

REQUIREMENTS FOR CITY SPONSORSHIP OF A SPECIAL EVENT:

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

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

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

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's history.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and requested City services (Review the Special Event Sponsorship Policy for more information);
- Proof of liability insurance that 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
- Use of Multipurpose Center (MPC) located at 202 Washington Ave. S.
- Use of North Park, including grass area and Orting Station building, located at 101 Washington Ave NW.
- Close Train St. around the Bell Tower at Main City Park.
- Close Van Scoyoc Ave. SW at Main City Park.
- Close Callistoga St. W between Van Scoyoc Ave. & Washington Ave.
- 1 Public Works staff for up to eight (8) hours. # of hours requested: 8
- 2 Public Works staff for up to eight (8) hours. # of hours requested: _____
- Police support to set up barricades/traffic signs and direct traffic (if closing WA-162).
- 1 Dumpster (confirm dumpster size with Activities & Events Coordinator).
- 2 Standard Portable Restrooms (in addition to the 2 existing at Main City Park).
- Electricity, including 2 Spider Boxes.
- Audio/PA system (Does not include a DJ).
- Barricades/Cones/Traffic Signs (Must provide placement on map).
- Hang event banner over Washington Ave. for 2 weeks (Organizer to provide banner).
- Event Advertisement on City Reader Board, Website, & Social Media.

- **If Event receives sponsorship, Orting City Logo shall be placed on all materials advertising the event and the City must be allowed a vendor booth at no charge.**
- **If Event receives sponsorship, Applicant/Organization must purchase a \$100 City Business License Blanket Permit if vendors are participating in the event.**
- **Sponsored services offered by the City of Orting will depend upon the City's determination of the value added by the event to the community.**
- **If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.**

- End of Special Event Sponsorship Application -

APPENIX A

FACILITY RENTAL RATES

MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes 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.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$30.00	\$50.00	\$15.00
Friday-Sunday	\$50.00	\$70.00	\$20.00

ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A 2-hour minimum is required for all rentals. **A refundable deposit of \$100 is required to secure this space. If inflatables will be used, a refundable inflatable deposit of \$200 and additional insurance is required.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$20.00	\$30.00	\$10.00
Friday-Sunday	\$40.00	\$50.00	\$10.00

COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

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

GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

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

Event Name: Red Hat Days Festival Event Date: 10/5/24

Primary Contact: Alina Hibbs Phone: 360-367-0598

Checklist/Timeline:

hibbsaj@plu.edu

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: 3/28 Initials: MA
 Date: 4/11 Initials: MA Receipt# 1749
 Date: 3/28 Initials: MA
 Date: 3/28 Initials: MA
 Date: 3/28 Initials: MA
 Date: _____
 Date: 3/28 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 Banner Permit Application allows the City and WSDOT to keep track of a Banner across SR 162. The Application and Payment must be submitted prior to approval of the banner. Before the 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: Aina Hibbs Representing: ORHD

Event Name: Orting Red Hatdays Event Date: 10 / 7 / 2024

Mailing Address: PO BOX 1262
Orting WA 98360

Phone: 360 367 0598 Email: hibbsa@plu.edu

Non-Profit: Yes [] No UBI #: 603 - 056 - 900

Location of Banner: SR 162 & Leber Cost: \$195.00

Requested period for the banner to be across SR 162: 10/12/24 through 10/15/24
The banner may only be across SR 162 for 2 weeks

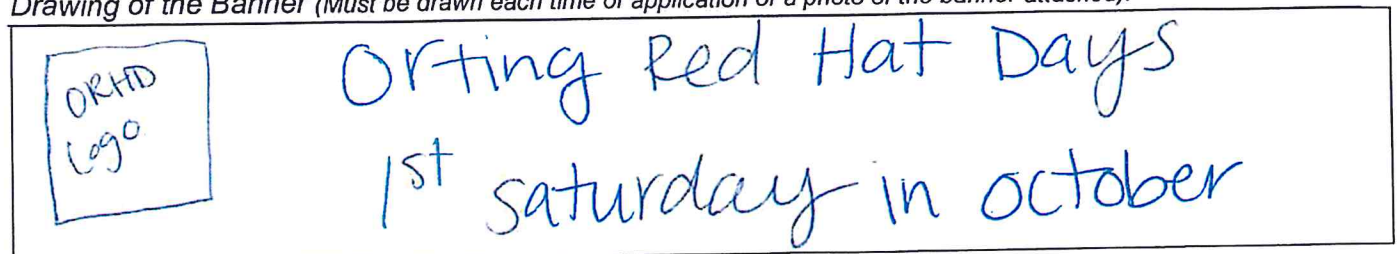
Specifications of Banner (we are ordering a new banner) (don't have in hand yet)

Material Type: vinyl

Size: 24 x 36 Thickness: _____ 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):



Manufacturer of the banner: Valley Sign

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: [Handwritten Signature] Date 2 / 6 / 2024

****RETURN COMPLETED FORM ALONG WITH PAYMENT BY MAIL OR IN PERSON AT CITY HAL AT LEAST 3 WEEKS PRIOR TO HANGING OF BANNER****

Official Use Only:

Application Received: <u>3 128124</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: 1749 04/11/2024
Acct #: 2266 COPY
City of Orting
PO Box 489
Orting, WA 98360

Alina Hibbs

Orting, WA 98360

Treasurer's Rec - DB
Memo: Special event fee + blanket
 vendor fee for Red Hat Days -
 October 2024

Fees - Special Events	300.00
Non Taxed Amt:	<u>300.00</u>
Total:	300.00
CC: DB	<u>300.00</u>
Ttl Tendered:	300.00
Change:	0.00

Issued By: Jennifer Corona
 04/11/2024 09:39:18



P.O. Box 1262 Orting Wa. 98360

Hello **Potential Donor,**

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

On Saturday, October 5, 2024, we are hosting our annual event. In honor of our history and how far we have come, we have chosen our message and slogan to be "Conservation. Preservation. Next Generation." Conservation to reinforce mindfulness and protection of our wildlife populations, natural resources, forests, oceans, and all living ecosystems. Preservation to remind ourselves and others that it is our duty to protect the environment and our wildlife from harmful human activities. Next Generation to hold ourselves accountable for instilling these values within the youth of our community.

This event will be held at the Orting Main City Park on Washington Street in downtown Orting from 10am to 4pm. We will have food vendors, car show, craft vendors, information vendors, the traditional beard contest, parade, dinner, dance, auction, and other activities. Our annual dinner, dance and raffles will be at the Orting Eagles from 7pm- to - Midnight. A portion of the proceeds from our various events will be awarded to our scholarship program applicants. These scholarships will be awarded to Orting High School Students that are headed to trade school. For the 2023-2024 school year we are able to sponsor two scholarships for students entering trade school. We will also be hosting a hunters safety course and awarding those to students on an application basis.

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

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

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

President: Jarvis Maki

Secretary: Alina Hibbs 360 367 0598

Thank you in advance for your consideration,

Orting Red Hat Days FEID #91-1742942

BUSINESS INFORMATION

Business Name:

ORTING RED HAT DAYS

UBI Number:

603 056 900

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

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

Principal Office Mailing Address:

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

Expiration Date:

10/31/2024

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

10/04/2010

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

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

Charitable Corporation:

Nonprofit EIN:

91-1742942

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

Has Members:

Public Benefit Designation:

Host Home:

REGISTERED AGENT INFORMATION

Registered Agent Name:

ORTING RED HAT DAYS

Street Address:

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

Mailing Address:

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

GOVERNORS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2024

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

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

PRODUCER R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Robert V. Nuccio	FAX (A/C, No.): (818) 980-1595
	PHONE (A/C, No, Ext): (800) 364-2433	E-MAIL ADDRESS: support@rvnuccio.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Fireman's Fund Insurance Company		21873
INSURER B: Axis Insurance Company		37273
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Orting Red Hat Days
PO Box 1021
Orting, WA 98360

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Host Liquor Liability</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		UST022072230 NAEP116851	10/5/2024	10/6/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES	\$ 500,000
							MEDICAL EXPENSE	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NAEP116851	10/5/2024	10/6/2024	COMBINED SINGLE LIMIT	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Care Custody Control Liability			UST022072230	10/5/2024	10/05/2024		\$50,000

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

CERTIFICATE HOLDER City of Orting 104 Bridge Street South Orting, WA 98360	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert V. Nuccio <i>Robert V. Nuccio</i>

Certificate Number: NAEP116851

Policy Number: UST022072230

Effective Dates: 10/5/2024 12:01am to 10/6/2024 12:01am

Additional Insured - Person, Organization or other Entity

600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

City of Orting

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy







Secretary

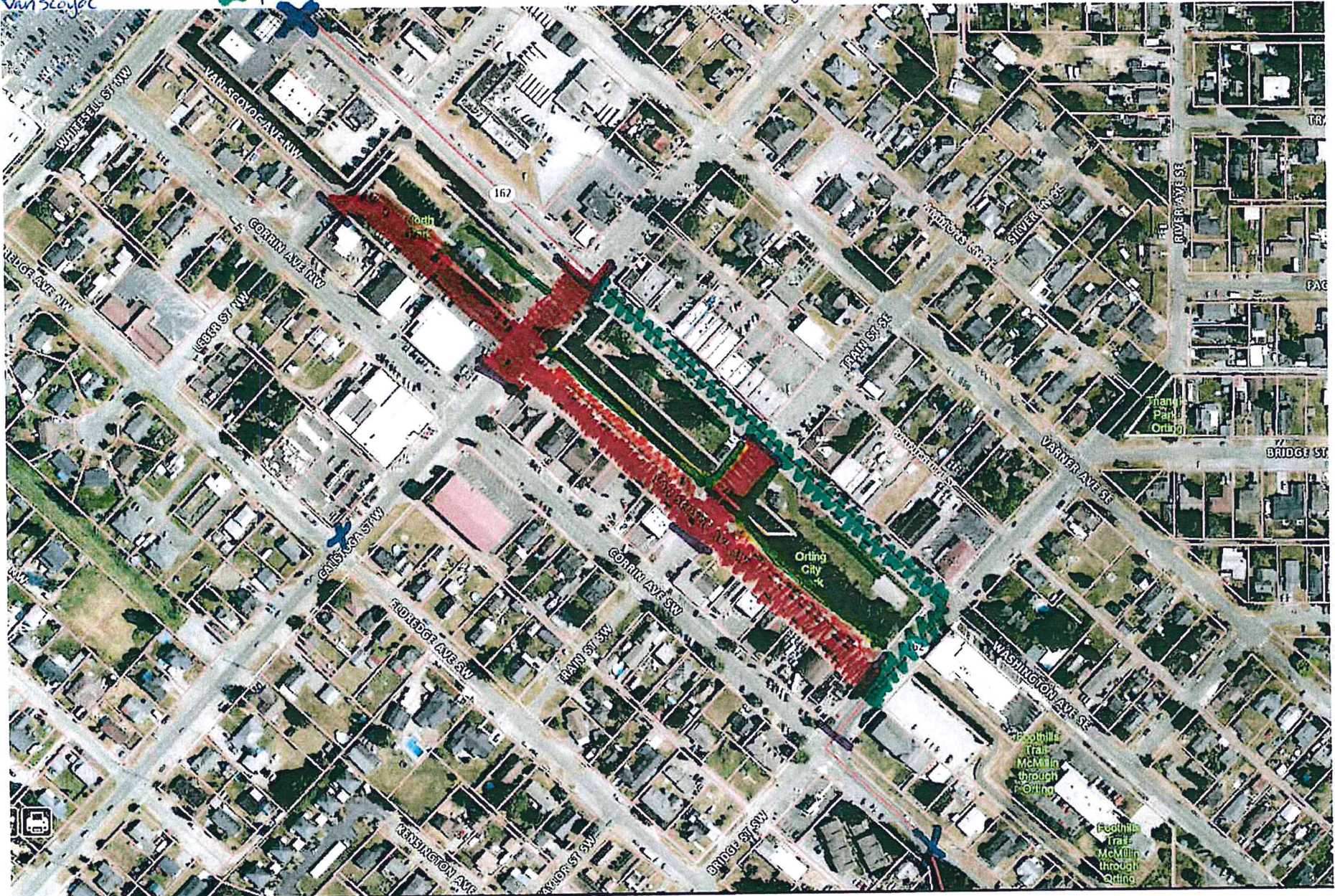


President

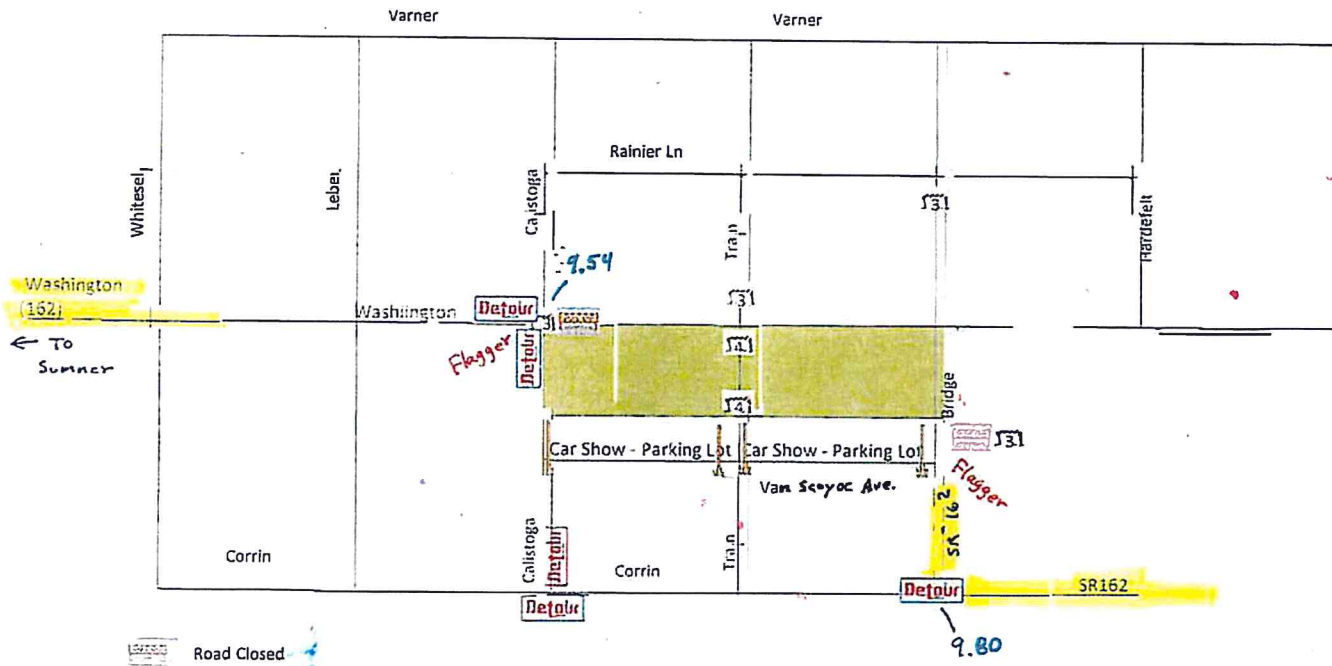
 vendors
 Car Show
Van Scoyoc

 Road Closures (All event)
 parade route 12-4pm road closed

 detour signs X
 type 3 barricades



Red Hat Days



-  Road Closed
-  Barricades and How Many
-  Poles
-  Detour

Timeline

9 am car show

10 am vendors / entertainment

11 am Jail truck

1 pm parade

4 pm end

dinner, dance, auction @ Eagles hall to follow
(separate event from this permit)



Special Event City Sponsorship Cost Estimate

Event Name: Orting Red Hat Days

Event Date & Time: October 5th, 2024, 10am-6pm

Applicant/Organization: Alina Hibbs, Orting Red Hat Days

City Services Requested	# of hours	Estimated Cost
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
Use of North Park (includes Orting Station)		\$300.00
Close Train St. around Bell Tower		\$75.00
Close Van Scoyoc Ave. at Main City Park		\$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.		\$150.00
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
Total Estimated Cost of Sponsorship*		\$3,850.00

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



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Rock Festival Sponsorship.	AB24-40	CGA		
		5.1.2024		
	Department:	Clerk		
	Date Submitted:	4.25.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Approval as soon as possible.			
Submitted By:	Kim Agfalvi			
Fiscal Note:				
Attachments:	Resolution No. 2024-10 Event Application and certificate of insurance.			
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from the Orting Rock Festival to be held on Saturday, July 20th, 2024. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. 				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve resolution no. 2024-10, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Rock Festival.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2024-10

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

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 Rock Festival; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on May 1st, 2024, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Rock 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 Rock 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 Rock 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 Rock Festival, pursuant to the City’s Sponsorship Policy. This authorization extends to the event identified on the Orting Rock Festival’s application for

sponsorship, on Saturday, July 20th, 2024 from 7:00am– 10:00pm. The Mayor is authorized to enter into a contract with the Orting Rock 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 29th DAY OF May, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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



City of Orting
 104 Bridge St S • PO Box 489 • Orting, WA 98360
 Phone: 360-893-9017 or (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: Chris Hopfauß
 ORGANIZATION NAME: Orting Rock Festival Association
 ARE YOU NON-PROFIT: Yes No IF YES, UBI#: 604 207 887
 MAILING ADDRESS: P.O. Box 1702 Orting WA 98360
 EVENT NAME: Orting Rock Festival
 BRIEF DESCRIPTION OF EVENT: Music in the Park to support Charities
 DATE(S) OF EVENT: July 20 2024
 EVENT TIMES: Set-Up 7am Start of Event 12pm Exit Time 9pm End of Event 10pm
 ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 100 High Estimate 300

PRIMARY CONTACT NAME: Chris Hopfauf PHONE: 253-820-3184
 PRIMARY CONTACT EMAIL: bugleboyhop@gmail.com
 DAY-OF CONTACT NAME: Chris Hopfauf PHONE: 253-820-3184
 DAY-OF CONTACT EMAIL: bugleboyhop@gmail.com
 ALTERNATE CONTACT: Samuel Hopfauf PHONE: 253-209-8218

COMPLETE THE FOLLOWING FOR ALL SPECIAL EVENTS:

1. TYPE OF EVENT (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Festival/Carnival/Fair | <input type="checkbox"/> Walk Procession/Organized Rally/Demonstration |
| <input type="checkbox"/> Parade | <input type="checkbox"/> Block Party |
| <input type="checkbox"/> Run/Race (*If you do not require the use of City parks, facilities, or services, you do not need to complete this application. Please submit a separate trail use application.) | <input type="checkbox"/> Other (Please specify): <u>Music in the park</u> |

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)?
Hoping to have city sponsored dumpster + garbage cans

Will you have adequate restroom facilities and where will they be placed (show on Map)?
Drain Pros will provide 1 standard + 1 disabled unit - Hoping to have 2 city sponsored units.

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?
No Yes - Food vendors

3. INSURANCE: A Certificate of Insurance in the amount of \$1 million per occurrence and \$2 million general aggregate showing the City of Orting as an additional Insured is required for all special events, and must be submitted a minimum of 30 days prior to the event. The City may require Applicant/Organization to purchase additional insurance coverage if deemed necessary.

4. SERVICES REQUESTED: Please indicate what services you are requesting be provided by the City of Orting. If a listed service is included as part of your potential City sponsorship, please leave the price area blank and check the "sponsored" box (You will also indicate what services you are requesting be sponsored on the included Sponsorship Application). \$200 Application Fee and \$100 Blanket Vendor Permit are not covered by event sponsorship.

City Services (please mark all that apply)	Price	Total Price	Sponsored
<input checked="" type="checkbox"/> 1 Public Works staff	\$75/hr x <u>8</u> hrs	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> 2 Public Works staff	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 1 Police Officer	\$100/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 2 Police Officers	\$200/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input 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 type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____	<input type="checkbox"/>
<input 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>100⁰⁰</u>	<input checked="" type="checkbox"/>
Total For Special Event Services		\$ <u>100⁰⁰</u>	
Special Event Application Fee		\$200	
TOTAL TO BE PAID		\$ <u>300⁰⁰</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: 10

If YES, applicant is responsible for purchasing a Blanket Vendor Permit **OR** must provide the City documentation of a valid business license with City of Orting endorsement for every vendor (Resolution 2011-12). Applicant/Organization is responsible for ensuring vendors have obtained all of the necessary food service permits or exemption certificates; food worker card(s); L&I licensing documentation; and evidence of liability insurance, with products/completed operations coverage required by the Tacoma-Pierce County Health Department.

It will be the responsibility of the Applicant/Organization to ensure vendor parking does not block Orting businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting. Driving and/or parking on the Foothills Trail is not allowed at any time before, during, or after the special event.

7. PARADE INFORMATION: Will a parade be part of this event? Yes No

If YES, answer the following: ESTIMATED # OF FLOATS/VEHICLES: _____ START TIME: _____

STAGING TIME: _____ STAGING LOCATION (show on map): _____

PARADE ROUTE (show on map): _____

Will horses or other animals be in the parade? Yes No If yes, approximately how many? _____

Applicant/Organization is responsible for cleaning up after animals participating in the parade

Will the Police Department or Fire Department participate in the parade? Yes No

8. STREET CLOSURES & EMERGENCY ACCESS:

ARE YOU PLANNING TO CLOSE WA-162 TO TRAFFIC? Yes No

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

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

If yes, which streets? (show on map)

Train St @ the Bell Tower between Van Scoyoc + Hwy 162

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?

Door to Door

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

9: AGREEMENTS

Initials: CH

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: CA

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: CA

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: CA

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: CA

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

Initials: CA

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: CA

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: CA

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: CA

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: Christopher A Hopfau Date: 4/15/24

Print Name & Title w/Organization: Chris Hopfau / Orting Rock Festival Ass.

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

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

- End of Special Event Application -

City of Orting Sponsorship Application

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

REQUIREMENTS FOR CITY SPONSORSHIP OF A SPECIAL EVENT:

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

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

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

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

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

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

- **If Event receives sponsorship, Orting City Logo shall be placed on all materials advertising the event and the City must be allowed a vendor booth at no charge.**
- **If Event receives sponsorship, Applicant/Organization must purchase a \$100 City Business License Blanket Permit if vendors are participating in the event.**
- **Sponsored services offered by the City of Orting will depend upon the City's determination of the value added by the event to the community.**
- **If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.**

- End of Special Event Sponsorship Application -

APPENIX A

FACILITY RENTAL RATES

MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes 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.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$30.00	\$50.00	\$15.00
Friday-Sunday	\$50.00	\$70.00	\$20.00

ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A 2-hour minimum is required for all rentals. **A refundable deposit of \$100 is required to secure this space. If inflatables will be used, a refundable inflatable deposit of \$200 and additional insurance is required.**

	Resident (per hour)	Non-Resident (per hour)	Non-Profit (per hour)
Monday-Thursday	\$20.00	\$30.00	\$10.00
Friday-Sunday	\$40.00	\$50.00	\$10.00

COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

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

GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. This space is rented per hour with a 2-hour minimum and 5-hour maximum rental time. **A refundable deposit of \$50 is required to secure this space.**

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

\$ 750.00

Event Name: Orting Rock Festival Event Date: July 20/24

Primary Contact: Chris Hopfau Phone: 253-820-3184

Checklist/Timeline:

90+ Days Prior

- Completed Application received Date: 4/18 Initials: MA
- Payment of Fees (Amount: \$ 300) Date: 4/18 Initials: MA Receipt# 1800
- Event Map & Timeline Date: 4/18 Initials: MA
- Proof of Insurance (if sponsored) Date: 4/18 Initials: MA
- Completed Banner Application received Date: 4/18 Initials: MA
- Department Heads Meeting Date: _____
- Sponsorship Letter (if applicable) Date: 4/18 Initials: MA
- Approved by CGA (if sponsored) Date: 5/1

60 Days Prior (Date: 5/20)

- Approved by City Council (if sponsored) Date: _____
- Conditions of Approval signed Date: _____
- Check-in w/Event Organizer Date: _____ Initials: _____
- Post Event to City Website (if sponsored) Date: _____ Initials: _____
- Order dumpster (if applicable) Date: _____ Initials: _____

30 Days Prior (Date: 6/20)

- Meeting with Dept. Heads (PW, Police, City) Date: _____
- Send Work Order details to Public Works Date: _____ Initials: _____ WO# _____
- Confirm details with Police (if applicable) Date: _____ Initials: _____
- Permit received from WSDOT (if applicable) Date: _____ Initials: _____
- Insurance Certificate Received Date: _____ Initials: _____
- Payment of Remaining Fees (Amount: \$ _____) Date: _____ Initials: _____ Receipt# _____

14 Days Prior (Date: _____)

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

1 Week Prior (Date: _____)

- Final Check-in w/Event Organizer Date: _____ Initials: _____
- Signage posted if closing roads Date: _____ Initials: _____
- Receive safety plan & updated map (if applicable) Date: _____ Initials: _____

Day Before Event

- Place NO PARKING or other signage required Date: _____ Initials: _____

Receipt: 1800 04/19/2024
Acct #: 31800
City of Orting
PO Box 489
Orting, WA 98360

Chris & Valerie Hopfauf
PO Box 613
Orting, WA 98360-0613

Treasurer's Rec - DB
Memo: RockFest - Special Events fee +
 Blanket Vendor fee

Fees - Special Events	300.00
Non Taxed Amt:	<u>300.00</u>
Total:	300.00
CC: DB	<u>300.00</u>
Ttl Tendered:	300.00
Change:	0.00

Issued By: Jennifer Corona
 04/18/2024 15:33:31



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2024

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

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

PRODUCER Allen Financial Insurance Group, Inc. 13880 N Northsight Blvd, Suite C109 Scottsdale, AZ 85260		CONTACT NAME: Miguel Granado PHONE (A/C, No, Ext): (800) 874-9191 FAX (A/C, No): (602) 992-8327 E-MAIL ADDRESS: mgranado@eqgroup.com	
Phone No. (800) 874-9191 Fax No. (602) 992-8327		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Orting Rock Festival Association, Inc. 201 Eldredge Avenue, SW Orting, WA 98360		INSURER A: ZAI - Zurich American Insurance Company 16535	
Phone No. 253-820-3184 Fax No.		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1100915

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	
ZAI	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	FLM9799642-00	07/19/2024	07/22/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
ZAI	Inland Marine			FLM9799642-00	07/19/2024	07/22/2024		See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Coverage Location: United States & Canada


Event: Orting Rock Festival

Certificate Holder is named as an Additional Insured as their interests may appear.

All coverages expire at 12:01 a.m. Standard Time.

* The actual event dates may be limited. Please review the Scheduled Events form attached to this certificate.

CERTIFICATE HOLDER**CANCELLATION**

City of Orting 104 Bridge St Orting, WA 98360 United States Of America	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Phone No. Fax No.	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

04/16/2024

INSURED Orting Rock Festival Association, Inc.

The following is attached to and made part of certificate number 1100915.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Zurich American Insurance Company		
Policy Number:	FLM9799642-00		
*Period:	07/19/2024 - 07/22/2024: 3 Day(s)		
	Equipment, props, sets, wardrobe (rented)	Excluded	
	Equipment, Props, Sets, Wardrobe (owned)	Excluded	
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Extra Expense	Excluded	
	Third Party Property Damage	250,000	2,500
	Hired/Non-Owned Physical Damage-Aggregate	Excluded	
	Hired/Non-Owned Physical Damage-Per Vehicle	Excluded	
	Rental Cost Reimbursement	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Terrorism	Included	

General Liability			
Company:	Zurich American Insurance Company		
Policy Number:	FLM9799642-00		
*Period:	07/19/2024 - 07/22/2024: 3 Day(s)		
	General Aggregate	2,000,000	
	Products / Completed Operations	1,000,000	
	Personal / Advertising Injury	1,000,000	
	Each Occurrence	1,000,000	
	Fire Legal	100,000	
	Medical Payments	5,000	
	Blanket Additional Insureds (other than city/special certs & waivers)	Included	
	City / Other Special Certificates	Excluded	
	Waiver of Subrogation	Excluded	
	Host Liquor	Included	
	Liquor Liability-Aggregate	Excluded	
	Liquor Liability-Each Common Cause Limit	Excluded	
	Abuse & Molestation-Aggregate	Excluded	
	Abuse & Molestation-Each Claim	Excluded	
	Participant Legal Liability - Aggregate Limit	Excluded	
	Participant Legal Liability - Occurrence Limit - Bodily Injury	Excluded	
	Participant Legal Liability - Occurrence Limit - Property Damage	Excluded	
	Stop Gap Liability	Excluded	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Scheduled Events

Certificate Number: 1100915

Event Type	Venue	Dates	Attendees
Orting Rock Festival Heavy Metal	Orting City Park 102 Train Street SE Orting, WA 98360	07/19/2024 - 07/20/2024 at 12:01 am (Setup) 07/20/2024 - 07/21/2024 at 12:01 am 07/21/2024 - 07/22/2024 at 12:01 am (Tear Down)	300 Spectators

SCHEDULE OF FORMS

DATE (MM/DD/YY)

04/16/2024

Insured: Orting Rock Festival Association, Inc.

This Schedule of Forms is attached to and made part of certificate number 1100915, as of 04/16/2024 at 02:12 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
Special Event Package		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
Common		
UGU727ACW	0806	Commercial Insurance Policy
UGU1292ACW	0422	Notice Of Important Provisions
UGUD310A	0193	Common Policy Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0146	0810	Common Policy Conditions - Washington
UABI100ACW	0117	Schedule Of Productions
UABI101ACW	0117	Definition Of Employee
UAB100ACW	0117	Minimum Earned Premium Endorsement
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
Inland Marine		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133AWA	0117	Common Conditions, Exclusions And Definitions - Washington
UABM109ACW	0117	Third Party Property Damage Coverage Form
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM114AWA	0117	Unscheduled Production, Presentation Or Event Exclusion - Washington
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
CM0107	0619	Washington Changes
UABM184AWA	0417	Washington Amendatory
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-GU-616-ACW	1002	Schedule of Taxes, Fees and Surcharges
General Liability		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UABI110ACW	1020	Schedule of Events
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2106	1223	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG0069	1223	Exclusion - Violation of Law Addressing Data Privacy
CG4035	1223	Exclusion - Cyber Incident
U-GL-1171-B-CW	0719	Fungi Bacteria Exclusion
U-GL-1199-A	0404	Asbestos Exclusion Endorsement
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG0197	1207	Washington - Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL131AWA	0117	Non-Performing Animal Exclusion - Washington
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129AWA	0117	Assault And Battery Exclusion - Washington
UGL1250ACW	0905	Abusive Act Liability Exclusion
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130AWA	0117	Informational Content Exclusion - Washington
UABL135AWA	0117	Media Content Exclusion - Washington
UABL137ACW	0117	Cross Suits Exclusion
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL106AWA	0117	Unscheduled Production, Presentation Or Event Exclusion - Washington
UABL103AWA	0117	Stunt, Pyrotechnic And Animal Exposure Exclusion - Washington
UABL144AWA	1019	Event Conditional Exclusion - Washington
CG2132	0509	Communicable Disease Exclusion
UABL146AWA	1019	Unscheduled Products Exclusion - Washington
UABL145AWA	1019	Hazardous Activities, Pyrotechnic Activities and Animal Exposure Exclusion - Washington
UABL147AWA	1019	Loss Arising Out of Participation in a Sports or Athletic Event, Competition, Contest or Exhibition Exclusion - Washington
UABL143AWA	1019	Moshing Exclusion - Washington

SCHEDULE OF FORMS

DATE (MM/DD/YY)

04/16/2024

Insured: Orting Rock Festival Association, Inc.

This Schedule of Forms is attached to and made part of certificate number 1100915, as of 04/16/2024 at 02:12 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
UABL150AWA	1019	Camping Conditional Exclusion - Washington
CG0181	0508	Washington Changes
IL0198	0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0123	1113	Washington Changes - Defense Costs
UABL105AWA	0117	Commercial General Liability Changes - Washington
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-GU-616-ACW	1002	Schedule of Taxes, Fees and Surcharges

Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 04/16/2024 at 02:12 PM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

Certificate Verification

Date (MM/DD/YYYY)

04/16/2024

Insured: Orting Rock Festival Association, Inc.

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	030RNYLOGZ



About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.

Big J's

Station

Car Show?

Banner

Calistoga

Van Service

Trail

Vendors

BBQ

SR 167

Baracades

x x

Vendors

Baracades

x x

Santi Casa

Trail

Gazebo

Stage

South Park



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: Chris Hopfawf Representing: Orting Rock Festival Ass.

Event Name: Orting Rock Festival Event Date: 7/20/24

Mailing Address: P.O. Box 1702

Orting WA 98360

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

Non-Profit: Yes [] No UBI #: 604 207 887

Location of Banner: SR 162 & Leber St. NE Cost: \$195.00

Requested period for the banner to be across SR 162: 7/6/24 through 7/20/24
The banner may only be across SR 162 for 2 weeks

Specifications of Banner

Material Type: Poly-Vinyl Size: 2 x 20 Thickness: 15oz

How many 10 cuts are on the banner: 14 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):

See photo

Manufacturer of the banner: Valley Sign

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: Christopher A Hopfau Date 4/15/24

****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>4/19/24</u>	Amount Paid: <u>N/A</u>	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: _____		



ORTING ROCK FESTIVAL

THIRD SATURDAY IN JULY

Live Music in the Park - Entry by Donation



EVERY FRIDAY

TRUCK ROUTE

Orting Rock Festival Sponsorship Letter

The Orting Rock Festival Association is requesting city sponsorship to cover costs incurred for our 8th annual Special Event.

The ORFA is a nonprofit organization hosting 8 bands in the city park on Saturday July 20th 2024 from 12pm to 9pm.

No entry fee is required.

All proceeds from donations and raffle ticket sales will be donated to our charities The Orting Food Bank and The Haven Teen Center.

Our costs for bands, stage, production, fees and insurance are estimated to be \$6,500.00 this year.

We are anticipating attendance to be in the 200+ range.

Thank you for your consideration.

Chris Hopfauf G/M Treasurer ORFA

BUSINESS INFORMATION

Business Name:

ORTING ROCK FESTIVAL ASSOCIATION

UBI Number:

604 207 887

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

201 ELDREDGE AVE SW, ORTING, WA, 98360, UNITED STATES

Principal Office Mailing Address:

PO BOX 1702, ORTING, WA, 98360-1702, UNITED STATES

Expiration Date:

01/31/2025

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

01/26/2018

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CHARITY ROCK CONCERT TO RAISE FUNDS FOR LOCAL GROUPS

Charitable Corporation:



Nonprofit EIN:

82-4163311

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



Has Members:



Public Benefit Designation:



Host Home:



REGISTERED AGENT INFORMATION

Registered Agent Name:

ORTING ROCK FESTIVAL ASSOCIATION

Street Address:

201 ELDREDGE AVE SW, ORTING, WA, 98360, UNITED STATES

Mailing Address:

PO BOX 1702, ORTING, WA, 98360-1702, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		CHRIS	HOPFAUF
GOVERNOR	INDIVIDUAL		MICHEAL	KNAACK
GOVERNOR	INDIVIDUAL		SAMUEL	HOPFAUF
GOVERNOR	INDIVIDUAL		MICHAEL	ENYERT

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

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

ARTICLES OF INCORPORATION

to

PORTING ROCK FESTIVAL ASSOCIATION

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

Effective Date: 01/26/2018

UBI Number: 604 207 887



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

Kim Wyman

Kim Wyman, Secretary of State

Date Issued: 01/26/2018



3870-1
ORTING ROCK FESTIVAL ASSOCIATION
C/O CHRIS
PO BOX 1702
ORTING WA 98360-1702

DETACH BEFORE POSTING



STATE OF
WASHINGTON

BUSINESS LICENSE

Association

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

TAX REGISTRATION - ACTIVE

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

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

Director, Department of Revenue



Special Event City Sponsorship Cost Estimate

Event Name: Orting Rock Festival

Event Date & Time: July 20th, 2024, 12pm-9pm

Applicant/Organization: Chris Hopfauf, Orting Rock Festival Association

City Services Requested	# of hours	Estimated Cost
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
Use of North Park (includes Orting Station)		\$300.00
Close Train St. around Bell Tower		\$75.00
2 Portable Restrooms (in addition to existing at Main Park)		\$360.00
1 Dumpster		\$50.00
Electricity (includes 2 spider boxes)		\$75.00
Barricades/Cones/Traffic Signs		\$75.00
Hang Event Banner over Washington Ave.		\$150.00
Event Advertisement (reader board & social media)		\$75.00
1 Public Works staff (estimated \$75/hr)	10	\$750.00
Total Estimated Cost of Sponsorship*		\$2,110.00

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



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: CGA Goals	AB24-42	CGA		
		5.1.2024		
	Department:	Council		
	Date Submitted:	4.25.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Goals Sheet from Goals Meeting				
SUMMARY STATEMENT: Goals Identified for CGA				
<p>4. New Council Packet - Compile a new councilmember orientation packet that will give newly elected Councilmembers a tool to use to familiarize themselves with how the City of Orting functions.</p> <p>5. Development Permit Process – Review, clarify, and align the city’s development permitting process and appeal process for titles related to land use. Updates to this code will require Planning Commission public hearing and recommendation.</p> <p>6. Whitehawk/Gratzer Park Master Plan – Similar to the Main Park Master Plan. Plan will need to incorporate Whitehawk Boulevard project into alternatives.</p> <p>7. Youth Advisory Board – The City of Orting aims to establish a youth advisory board of high school students to advise on city events and activities. Participants will work with the Parks and Recreation Department, volunteering for and planning major events, and suggesting classes for community engagement.</p> <p>9. Council professional development – Establish goals for ongoing training and development opportunities for council members.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Clarify Goals Assigned to CGA for Study Session.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				

1. Criminal Code Update – Conduct an administrative review of Orting Municipal Code Title 6— Police Regulations to purge repealed statutes, update recently modified statutes, and add or adopt newly enacted criminal laws by reference to ensure consistency between municipal code and state statutes so Officers and prosecutors have the needed jurisdiction and enforcement authority via Orting Municipal Court. **(PS)**
2. PD Staffing – There has been council discussion regarding staffing levels. What is council’s goal regarding public safety staffing? **(PS)**

Task for this item may include:

- a. Conduct a review of operations, staffing, and current call volume. Benchmark the city against other similarly situated cities in Washington. Identify any current gaps in service delivery.
 - b. Establish metrics to determine staffing needs including officers, support staff, and command staff.
 - c. If there is a desire to change staffing, establish long term mechanisms to pay for staffing.
 - d. Establish supply side resources to bring additional staffing into the department.
3. SCADA and Telemetry Master Plan – Over the last year there has been a desire on the part of staff and council to address the city’s aging SCADA and Telemetry infrastructure. **(PW)**

Tasks for this item may include:

- a. Establish a set of project outcomes and goals.
 - b. Come up with a mechanism to prioritize system needs.
 - c. Allocate additional budgetary resources, if needed, to carry out policy goals.
4. New Council Packet - Compile a new councilmember orientation packet that will give newly elected Councilmembers a tool to use to familiarize themselves with how the City of Orting functions. **(CGA)**

Topics of this resource may include:

- a. Duties of Council, Deputy Mayor, staff, and administration.
- b. Staff structure and responsibilities.
- c. Council committees.
- d. Council rules.
- e. Regular Meetings, Special Meetings, and Study Sessions.
- f. Ordinances and Resolutions.

- g. Resources for elected officials and information regarding conferences and peer engagement.
- 5. Development Permit Process – Review, clarify, and align the city’s development permitting process and appeal process for titles related to land use. Updates to this code will require Planning Commission public hearing and recommendation. **(CGA)**
- 6. Whitehawk/Gratzer Park Master Plan – Similar to the Main Park Master Plan. Plan will need to incorporate Whitehawk Boulevard project into alternatives. **(CGA)**

Tasks for this item may include:

- a. Having CGA and Council establish a vision and broad project outcomes for Whitehawk/Gratzer Park.
 - b. Hire a consultant based on council’s vision and project outcomes.
 - c. Work through alternatives and seek public engagement.
 - d. Adopt a final plan
- 7. Youth Advisory Board – The City of Orting aims to establish a youth advisory board of high school students to advise on city events and activities. Participants will work with the Parks and Recreation Department, volunteering for and planning major events, and suggesting classes for community engagement. **(CGA)**
 - 8. Downtown Revitalization and Economic Development – The city’s downtown core is constrained by existing development. The purpose of this goal would be to examine strategies to continue the work completed in the Main Park Master Plan to the other side of the street, provide cohesive development and create incentives for new businesses and redevelopment of existing structures.

(ad hoc)

Tasks for this item may include:

- a. Establish a vision of what we want our downtown to look like through evaluation of existing zoning, ADR’s, Main Park Master Plan, parking, and current business and property owners.
- b. Engage the public through a survey and outreach process to determine what types of small-scale businesses the city should focus on recruiting.
- c. Evaluate existing commercial structures and determine adequacy for commercial goals.
- d. Investigate different financing options like tax increment financing and LID’s to provide desired and needed improvements.

9. Council professional development – Establish goals for ongoing training and development opportunities for council members. **(CGA)**

10. WWTP Process & Procedure Audit **(PW)**

11. Integrated dashboard/nexus software **(ad hoc)**



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Written Public Comments.	AB24-43	CGA		
		5.1.2024		
	Department:	Administration		
	Date Submitted:	4.25.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>With regards to written public comments, staff is recommending the following:</p> <ul style="list-style-type: none"> • If written public comment is 300 words or less, the comment will be read into the record the night of the meeting. • If the comment is 301 words or more, staff will distribute the comments to Council at the meeting in hard copy form. • All comments will be posted publicly on the City website under the City Council packet section for retention and review. • If a comment comes in after the 3pm deadline the same day of the meeting, staff will distribute it in hard copy to the Council and include it with comments posted to the website. • Staff will include any comments received before the distribution of the packet in the packet for Council to review. 				
RECOMMENDED ACTION: <u>Action:</u>				
TBD.				
FUTURE MOTION: <u>Motion:</u>				
None.				