

## **COUNCILMEMBERS**

Position No.

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



**ORTING CITY COUNCIL**  
Regular Business Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
May 29th, 2024  
7:00 p.m.

**Mayor Joshua Penner, Chair**

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

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

<https://us06web.zoom.us/j/87012681772?pwd=86mT0YnRM0bEpMYIY8T6cU8gZhfBSe.1>

Telephone: 1-253-215-8782 - Meeting ID: 870 1268 1772 and the passcode 216209.

### **2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

### **3. PUBLIC COMMENTS.**

Comments may be sent to the City Clerk at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) by 3pm on May 29th, 2024 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

### **4. CONSENT AGENDA.**

#### **A. Claims Voucher.**

Claims voucher list dated May 29th, 2024 which includes voucher numbers 55871 through 55963 in the amount of \$343,182.86, electronic fund transfers in the amount of \$17,661.97 for a grand total of \$360,844.83.

#### **B. Payroll Voucher.**

Payroll check numbers 24244 through 24245 in the amount of \$9,434.79, electronic deposit transmissions in the amount of \$185,370.21 for a grand total of \$194,805.00 for the period covering May 1st, 2024 to May 15th, 2024.

**C. Meeting Minutes** - Meeting minutes of May 8<sup>th</sup>, 2024 and May 15<sup>th</sup>, 2024.

**D. AB24-49** – Building Code Updates – Public Works Committee.

**E. AB24-51** – Side Sewer Policy – Public Works Committee.

**F. AB24-37** – Police Cooperative Cities Interlocal Agreement – Public Safety Committee.

**G. AB24-38** – FLOCK Camera Purchase – Public Safety Committee.

**H. AB24-39** – Red Hat Days Sponsorship – CGA Committee.

**I. AB24-40** – Orting Rock Festival Sponsorship – CGA Committee.

**J. AB24-41** – Orting Summerfest Sponsorship – CGA Committee.

**K. AB24-43** – Written Public Comments – CGA Committee.

**Motion: To approve the consent agenda as prepared.**

### **5. NEW BUSINESS.**

**A. AB24-52** – Employment Contract – Community Development Director – Scott Larson

**Motion: To authorize the Mayor to sign an employment contract with Kim Mahoney for the position of Community Development Director.**

**B. AB24-53 – Pierce County Regional Council (PCRC) Appointment – Scott Larson**

***Motion: To appoint Mayor Penner as the City’s primary representative and Councilmember Hogan as the City’s alternative representative to the Pierce County Regional Council.***

**6. EXECUTIVE SESSION.**

**7. ADJOURNMENT.**

## Items by Page Number

### 3. PUBLIC COMMENTS. **None**

### 4. CONSENT AGENDA.

#### A. Claims Voucher. – **Page 5**

Claims voucher list dated May 29th, 2024 which includes voucher numbers 55871 through 55963 in the amount of \$343,182.86, electronic fund transfers in the amount of \$17,661.97 for a grand total of \$360,844.83.

#### B. Payroll Voucher. – **Page 10**

Payroll check numbers 24244 through 24245 in the amount of \$9,434.79, electronic deposit transmissions in the amount of \$185,370.21 for a grand total of \$194,805.00 for the period covering May 1st, 2024 to May 15th, 2024.

#### C. Meeting Minutes - Meeting minutes of May 8<sup>th</sup>, 2024. – **Page 12** Meeting minutes of May 15th, 2024. – **Page 15**

#### D. 2024 Building Code Updates – **Page 19**

#### E. Side Sewer Policy – **Page 23**

#### F. Police Cooperative Interlocal Agreement Renewal – **Page 28**

#### G. FLOCK Camera System Purchase – **Page 39**

#### H. Red Hat Days Sponsorship - **Page 45**

#### I. Orting Rock Festival Sponsorship – **Page 69**

#### J. Orting Summerfest Sponsorship – **Page 98**

#### K. Written Public Comments – **Page 120**

### 6. NEW BUSINESS.

#### A. AB24-52 – Employment Agreement – Community Development Director – Scott Larson - **Page 153**

#### B. AB24-53 – PCRC Appointments – Scott Larson – **Page 160**

## **May 29 2024 Council Meeting**

### **Claims Vouchers**

Claims voucher list dated May 29, 2024 which includes voucher number 55871 through 55963 in the amount of \$ 343,182.86 & electronic fund transfers in the amount of \$ 17,661.97 for a grand total of \$ 360,844.83

### **Payroll Voucher**

Payroll check numbers 24244 through 24245 in the amount of \$ 9434.79 electronic deposit transmissions in the amount of \$ 185,370.21 for a grand total of \$ 194,805.00 for the period covering May 1-15 2024.



**WARRANT/CHECK REGISTER**

City of Orting

Time: 12:53:29 Date: 05/22/2024

05/09/2024 To: 05/29/2024

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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VOUCHER/WARRANT REGISTER  
 FOR MAY 29, 2024 COUNCIL  
 CLAIMS/PAYROLL VOUCHER APPROVAL  
 CITY OF ORTING

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

COUNCILPERSON: \_\_\_\_\_

COUNCILPERSON: \_\_\_\_\_

CITY CLERK: \_\_\_\_\_

# WARRANT/CHECK REGISTER

City of Orting

Time: 12:53:29 Date: 05/22/2024

05/09/2024 To: 05/29/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2710	05/09/2024	Claims	631	55871	Murphy-Brown, Mary	1,480.00	MAY2024-April Dance Class
2711	05/09/2024	Claims	631	55872	Romtec Companies	38,307.92	#INV1457-Charter Park Restrooms
2777	05/15/2024	Claims	631	55873	ACRnet CBS Branch	390.00	25828-Background Checks
2778	05/15/2024	Claims	631	55874	AHBL, INC	8,903.75	2190800.30 145074 Con Call Planner; 2190800.32 145075-Business Licenses; 2190800.36 145076 Code Enforcement Amendments
2779	05/15/2024	Claims	631	55875	Agfalvi, Kim	377.73	MAY2024-303-Mileage & Lunch-Accounting Bootcamp-Kim & Danielle
2780	05/15/2024	Claims	631	55876	American Water Works Association	412.00	7002204902-00545885-Membersh ip Renewal
2781	05/15/2024	Claims	631	55877	Arrow Lumber	1,277.50	600186-April 2024 Statement
2782	05/15/2024	Claims	631	55878	Art N Stitches	80.53	14814-Uniform Items Sgt Kenyon
2783	05/15/2024	Claims	631	55879	Associated Petroleum Products INC	3,184.92	24-082078 Fuel
2784	05/15/2024	Claims	631	55880	Big J'S Outdoor Store	3,219.42	MAY2024-300-April 2024 Statement
2785	05/15/2024	Claims	631	55881	Brisco Inc.	517.26	FUEL-APR2024
2786	05/15/2024	Claims	631	55882	Business Solutions Center	1,443.87	113278-T-Shirts for Youth-Tot Soccer
2787	05/15/2024	Claims	631	55883	Capital One Trade Credit	324.09	I23736/3-Supplies & Tools; I19773/3-Hole Saw-Wo12137; I18282/3-Fertilizer WO12090; I05328/3-Flowers WO12105; I24846/3 Bulk Fasteners Hanging Baskets
2788	05/15/2024	Claims	631	55884	CenturyLink-Lumen	3,933.80	688228935-MAY204-City Hall & PW Intetnet
2789	05/15/2024	Claims	631	55885	CenturyLink	275.46	465-B May2024-Police Phones; 464-B May2024-Police Phones; 492-B May2024-Police Phones
2790	05/15/2024	Claims	631	55886	Core & Main LP	3,844.21	T888684-Neptune Antenna for Radio Meters; U831783-Rav Meter Box Black; U831783-IPS Ball Valve No Lead
2791	05/15/2024	Claims	631	55887	Culligan Seattle WA	58.63	0802816-Water for PD Office
2792	05/15/2024	Claims	631	55888	Data Bar	1,871.02	266557-Utility Statement Mailings
2793	05/15/2024	Claims	631	55889	Drain-Pro INC	75.00	127252-Sanican Main Park-Hand Sanitizer
2794	05/15/2024	Claims	631	55890	E-Squared Systems,LLC	750.08	4214-Performed Burg System Inspection
2795	05/15/2024	Claims	631	55891	Ewing Irrigation Products INC	313.52	22009737-Paint
2796	05/15/2024	Claims	631	55892	Frost Landscape	13,696.14	20756-APR2024 Landscape Service
2797	05/15/2024	Claims	631	55893	Galls LLC	2,749.74	027536946-Boots & Pocket Hand-Officer Bare; 027570825-Unifrom Item SGT Turner-Jump Suite; 027536950-Officer Gibbs-Boots; 027612603-Uniform Items Officer Bare; 027599560-Uniform Item for Officer Gibbs;
2798	05/15/2024	Claims	631	55894	Hach Company	459.90	14011783-Chemical Purchase
2799	05/15/2024	Claims	631	55895	Harrington's Janitorial	441.00	4398-Janitorial May2024 PW
2800	05/15/2024	Claims	631	55896	Holden Polygraph, LLC	700.00	121-Poylgraph Testing-Yeh-Phillips

## WARRANT/CHECK REGISTER

City of Orting

Time: 12:53:29 Date: 05/22/2024

05/09/2024 To: 05/29/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2801	05/15/2024	Claims	631	55897	Integra Clear CO	2,805.69	0140338-IN-Vita D Chlor Tabs
2802	05/15/2024	Claims	631	55898	Intercom Language Services	480.00	24/201-Interpreter-4A0061526-4A023820; 24-133 Interpreter Servcie-4A0061487-3A0614591-3A0614698
2803	05/15/2024	Claims	631	55899	J&I Power Equipment INC	79.91	767403-Tank Reserve-Cover FA1046
2804	05/15/2024	Claims	631	55900	Kelley Create	37.78	IN1614212-Copier Maintenance
2805	05/15/2024	Claims	631	55901	Kuston Signals Inc	2,560.77	604087-Radar Units
2806	05/15/2024	Claims	631	55902	LN Curtis & Son	879.25	INV785459-Uniform Items SGT Kenyon; INV810015-Uniform Items for Officer Bare; INV820876-Uniform Items for Officer Bare
2807	05/15/2024	Claims	631	55903	Lana Umbinetti	550.00	4-Victim Advocate-April 2024
2808	05/15/2024	Claims	631	55904	Larson's Glass	1,269.50	4377-2 Retainage Windows & Door Replacement-City Hall
2809	05/15/2024	Claims	631	55905	Lemay Mobile Shredding	5.81	4839878S185-Shredding Public Works
2810	05/15/2024	Claims	631	55906	Lentz, Karen S PLLC	2,200.00	1174-Prosecuting Attorney April 2024
2811	05/15/2024	Claims	631	55907	Lincoln Logging Tree Care LLC	1,859.80	1667-Removal of Black Locust 509 Varner Ave NE
2812	05/15/2024	Claims	631	55908	Motorola	270.56	8281880594-Wave Car Antenna
2813	05/15/2024	Claims	631	55909	Murreys Disposal Company INC-A Waste Con	1,949.97	12120169S111-Waste Disposal-WWTP; 12130213S111-City Shop Garbage Service
2814	05/15/2024	Claims	631	55910	Office of State Auditor	625.50	L161138-2022-Federal Audit
2815	05/15/2024	Claims	631	55911	Orca Pacific, Inc	3,662.07	#INV0608843-Hypochlorite Solution
2816	05/15/2024	Claims	631	55912	Owen Equipment Company	299.00	MAY2024-301-Training for Vactor Operator & Maintenance Training-Dominique Nolan
2817	05/15/2024	Claims	631	55913	P.C. Budget & Finance	672.42	C1351178 C-104188 Liquor Profit Taxes-1ST QRT 2024
2818	05/15/2024	Claims	631	55914	PAPE Machinery INC	453.32	15232452-Lubrication Fit-JD7781; 15232510-Fa 94 R Loop
2819	05/15/2024	Claims	631	55915	Parametrix	93,218.45	216-1711-027-Final Design-Whitehawk-Boulevard Extensin; 55071-Charter Park Restrooms; 55075-Kansas Street; 55070-Water Plan Update; 55072-General Consulting
2820	05/15/2024	Claims	631	55916	Pcrd (landfill)	1,156.28	41042B190H-Dump Fees
2821	05/15/2024	Claims	631	55917	Platt	183.60	SD48541-LFu 326015; SD39102-Wall Pack-Level-ACV Detector WO12129
2822	05/15/2024	Claims	631	55918	Puget Sound Energy	10,209.62	200019646914-MAY24 Street Lights; 220028112518-MAY24-Street Lights; 300000002406-MAY24 Street Lights
2823	05/15/2024	Claims	631	55919	Punzalan, Shawna	350.74	MAY2024-202-Mileage & Meals for LRI Training-Yakima WA
2824	05/15/2024	Claims	631	55920	Purcor Pest Solutions	228.23	11432286-Pest Control Library
2825	05/15/2024	Claims	631	55921	S&S Tire Service INC	45.94	1033-Flat Repair Street Sweeper
2826	05/15/2024	Claims	631	55922	Spectral Laboratories	562.00	5007858-Lab Testing

## WARRANT/CHECK REGISTER

City of Orting

Time: 12:53:29 Date: 05/22/2024

05/09/2024 To: 05/29/2024

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2827	05/15/2024	Claims	631	55923	Tacoma Pierce County Health Dept	2,170.00	Underground Site Cleanup-104 Bridge ST S
2828	05/15/2024	Claims	631	55924	Tom DeSanto Green House	1,872.00	16573-City of Orting Hanging Baskets
2829	05/15/2024	Claims	631	55925	UniFirst Corporation	356.88	2220096922-Protective Clothing; 2220099024-Uniform Protective Services
2830	05/15/2024	Claims	631	55926	Usabluebook	9,188.50	INV00351922-Tuttnauer Analog AutoClave WO11961; INV00347539-Bel-Art Secador Desiccator Cabinet; SC1337-12" Tube
2831	05/15/2024	Claims	631	55927	Utilities Underground Location Center	121.44	4040205-Locates APR2024
2832	05/15/2024	Claims	631	55928	Water Management Lab Inc.	467.45	220184- Lab Testing; 219923-Lab Testing
2833	05/15/2024	Claims	631	55929	Wilson Engineering	40,049.50	18777-Orting WRRF Biosolids Upgrade
2999	05/22/2024	Claims	631	55930	2 Watch Monitoring INC	602.00	51775-Alcohol Monitoring-Proudfoot
3000	05/22/2024	Claims	631	55931	AHBL, INC	5,365.00	2230242.30 145118-Comp Plan
3001	05/22/2024	Claims	631	55932	AT&T Mobilty	4,298.59	287300949706X05042024-Cell Phones; 287309454338X05042024-City & Public Works Phones & Data
3002	05/22/2024	Claims	631	55933	Allcert LLC	360.00	24-107233 OSHA Certification-Bucket Truck- WO12177
3003	05/22/2024	Claims	631	55934	Alpine Products Inc.	760.24	TM-223827-White Flat & Hot Tape WO11197
3004	05/22/2024	Claims	631	55935	Capital One Trade Credit	139.00	H136003/3-Valve-Pipe Wo12115
3005	05/22/2024	Claims	631	55936	Centurylink	1,438.79	488147600-May2024-City Phone Lines
3006	05/22/2024	Claims	631	55937	Charchenko, Danielle	41.86	MAY2024-400 Mileage & Parking for MRSC Small Works Training
3007	05/22/2024	Claims	631	55938	Cintas Corporation #461	1,186.24	4192920181-Uniform Items PW; 419220715-Uniform Items PW
3008	05/22/2024	Claims	631	55939	Coast Controls & Automation INC	1,438.61	00055094-Water Flowmeter Instrumentation Service
3009	05/22/2024	Claims	631	55940	Criminal Justice Training Commission	2,646.00	201139636-Police Academy Tuition Bare
3010	05/22/2024	Claims	631	55941	Drain-Pro INC	983.75	127593-Sanican Cemetery; 127594-Sanican Main Park; 127595-Sanican Whitehawk Park; 127596-Sanican PW Shop; 127597-Sanican Well 1; 127598-Sanican Gratzner Park
3011	05/22/2024	Claims	631	55942	GMP Consultants LLC	2,663.95	Community Development Recruitment FEB 2024; Community Development Recruitment
3012	05/22/2024	Claims	631	55943	Galls LLC	96.78	027891646-Uniform Items-SGT Turner; 027891761-Uniform Items Officer Bare
3013	05/22/2024	Claims	631	55944	Gauardian Alliance Technologies INC	240.00	23341-Background Screening Program
3014	05/22/2024	Claims	631	55945	GreatAmerica Financial Svcs	1,235.02	36564677-Phone Lease-APR2024

## WARRANT/CHECK REGISTER

City of Orting

Time: 12:53:29 Date: 05/22/2024

05/09/2024 To: 05/29/2024

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3015	05/22/2024	Claims	631	55946	Harrington Industrial Plastics LLC	350.00	4408-Janitorial Service-Public Works-May 2024
3016	05/22/2024	Claims	631	55947	Industrial Chem. Labs & Service Inc	712.45	387042-Citrus Cleaner & Degreaser
3017	05/22/2024	Claims	631	55948	Kelley Create	37.78	IN1588101-Copier Maintenance
3018	05/22/2024	Claims	631	55949	McClatchy Company LLC	912.12	247339-Publications
3019	05/22/2024	Claims	631	55950	National Association of Clean Water Agen	800.00	79171-2024 Membership Dues
3020	05/22/2024	Claims	631	55951	North Coast Electric Company	154.22	SO13457819-001-Ifrared Thermometer
3021	05/22/2024	Claims	631	55952	O'Reilly Auto Parts	151.78	12655583-APR2024
3022	05/22/2024	Claims	631	55953	P.C. Budget & Finance	3,404.78	CI-351411 C-104188 Animal Control-APR2024
3023	05/22/2024	Claims	631	55954	PAPE Machinery INC	129.48	6610310-Handle Shift-FA1145
3024	05/22/2024	Claims	631	55955	Puget Sound Energy	21,007.49	200013874264-APR24-WWTP; 200010629349 APR 24-PW Shop Calistoga; 200002708986-May2024-VG Lift Station; 200010396543-MAY2024-Traffic Signal; 200010396543-May2024-North Park; 200024404523-MAY2024 Lift St
3025	05/22/2024	Claims	631	55956	Puyallup, City of	2,151.24	1772-Jail Fees APR2024
3026	05/22/2024	Claims	631	55957	Radarsign	16,533.41	1624-Speed Signs
3027	05/22/2024	Claims	631	55958	SCORE	1,834.76	7839-Jail Fees April 2024
3028	05/22/2024	Claims	631	55959	Sonsray Machinery LLC	460.79	PSO131075-1 Knife 50 Boom Tiger-FA1004
3029	05/22/2024	Claims	631	55960	UW Valley Medical Center - OHS-Renton	80.00	70003548 APR 2024-Medical Exam-Kidwell
3030	05/22/2024	Claims	631	55961	UniFirst Corporation	178.44	2220101270-Protective Clothing
3031	05/22/2024	Claims	631	55962	UniFirst First Aid + Safety	418.82	K625143-Medical Cabinet Items; K625144-Supplies First Aid Cabinet; K625142-Supplies for First Aid Supplies
3032	05/22/2024	Claims	631	55963	Water Management Lab Inc.	440.00	220369-Lab Testng; 220428-Lab Testing
						63,603.64	
						94,001.02	
						4,909.63	
						58,437.64	
						36,807.29	
						78,859.03	
						6,564.61	
						343,182.86	Claims: 343,182.86



**WARRANT/CHECK REGISTER**

City of Orting

Time: 12:56:40 Date: 05/22/2024

05/29/2024 To: 05/29/2024

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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VOUCHER/WARRANT REGISTER  
 FOR MAY 29 2024 COUNCIL  
 CLAIMS/PAYROLL VOUCHER APPROVAL  
 CITY OF ORTING

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

COUNCILPERSON: \_\_\_\_\_

COUNCILPERSON: \_\_\_\_\_

CITY CLERK: \_\_\_\_\_

## WARRANT/CHECK REGISTER

City of Orting

Time: 12:56:40 Date: 05/22/2024

05/29/2024 To: 05/29/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2959	05/29/2024	Claims	1	EFT	Keybank-MasterCard	1,020.57	1920-Gabreluk-MasterCard-APR2024
2960	05/29/2024	Claims	1	EFT	Keybank-MasterCard	64.27	1397-Turner MasterCard-APR2024
2961	05/29/2024	Claims	1	EFT	Keybank-MasterCard	732.19	7675-Kenyon-MasterCard-APR2024
2962	05/29/2024	Claims	1	EFT	Keybank-MasterCard	309.05	7675-Police 2-MasterCard-APR2024
2963	05/29/2024	Claims	1	EFT	Keybank-MasterCard	666.41	3589-Alfiere-MasterCard-APR2024
2964	05/29/2024	Claims	1	EFT	Keybank-MasterCard	1,930.06	4225-Daskam-MasterCard-APR2024
2965	05/29/2024	Claims	1	EFT	Keybank-MasterCard	5,498.10	4225-Public Works-MasterCard-APR2024
2966	05/29/2024	Claims	1	EFT	Keybank-MasterCard	240.86	1181-Lincoln-MasterCard-APR2024
2967	05/29/2024	Claims	1	EFT	Keybank-MasterCard	283.37	1513-Kainoa-MasterCard-APR2024
2968	05/29/2024	Claims	1	EFT	Keybank-MasterCard	7.56	4499-Bielka MasterCard-APR2024
2969	05/29/2024	Claims	1	EFT	Keybank-MasterCard	217.90	7626-Wetzel MasterCard-APR2024
2970	05/29/2024	Claims	1	EFT	Keybank-MasterCard	427.70	0525-Agfalvi MasterCard-APR2024
2971	05/29/2024	Claims	1	EFT	Keybank-MasterCard	1,424.14	6607-Finance-MasterCard-APR2024
2972	05/29/2024	Claims	1	EFT	Keybank-MasterCard	3,259.71	2463-Russo MasterCard-APR2024
2973	05/29/2024	Claims	1	EFT	Keybank-MasterCard	405.84	9733-EK-Keybank MasterCard-APR2024
2974	05/29/2024	Claims	1	EFT	Keybank-MasterCard	1,174.24	3196-Larosn-MasterCard-APR2024
						9,387.34	
						148.01	
						1,706.97	
						2,212.48	
						3,624.27	
						582.90	
						17,661.97	Claims: 17,661.97

## **COUNCILMEMBERS**

Position No.

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



## **ORTING CITY COUNCIL**

Regular Business Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
May 8th, 2024  
7:00 p.m.

### **Mayor Joshua Penner, Chair**

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

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

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

**Absent:** Councilmember Melodi Koenig.

***Councilmember Hogan made a motion to excuse Councilmember Koenig. Seconded by Councilmember Moore.***

***Motion passed (6-0)***

**Staff present:** City Administrator Scott Larson, City Clerk Kim Agfalvi, City Attorney Charlotte Archer.

**Executive:** Mayor Penner.

#### **2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.**

No requests were made.

#### **3. PUBLIC COMMENTS.**

Ms. Cindi Brown of Orting, Washington commented against allowing citizens to live in recreational vehicles in Orting.

#### **4. PUBLIC HEARING.**

##### **A. AB24-32 – Vehicle Surplus.**

Mayor Penner laid out the rules for the public hearing and opened the public hearing at 7:08pm.

City Administrator Scott Larson briefed that the City has vehicles that are being presented for surplus and stated all presented vehicles had reached the end of their life based on the City of Orting vehicle maintenance and replacement policy. Council discussion followed.

Mayor Penner closed the public hearing at 7:13pm.

***Councilmember Hogan made a motion to approve resolution no. 2024-08, a resolution of the City of Orting, Washington, declaring the property in exhibits “A” and “B” as surplus property and authorizing disposal. Seconded by Councilmember Moore.***

***Motion passed (6-0).***

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

***Next Regular Meeting: May 29th, 2024***



## **5. CONSENT AGENDA.**

### **A. Claims Voucher.**

Claims voucher list dated April 24th, 2024 which includes voucher numbers 55722 through 55772 in the amount of \$296,571.52, electronic fund transfers in the amount of \$16,339.53 for a grand total of \$312,911.05.

### **B. Payroll Voucher.**

Payroll check numbers 24238 through 24239 in the amount of \$9,434.79, electronic deposit transmissions in the amount of \$187,558.48 for a grand total of \$196,993.27 for the period covering April 1st, 2024 to April 15th, 2024.

### **C. Meeting Minutes - Meeting minutes of April 24<sup>th</sup>, 2024.**

*Councilmember Moore made a motion to approve the consent agenda as prepared. Seconded by Councilmember Holland.*

*Motion passed (6-0).*

## **6. NEW BUSINESS.**

### **A. AB24-46 – Flood Control District Advisory Committee Appointment.**

Mayor Penner briefed that Councilmember Moore is seeking reappointment to the Pierce County Flood Control Zone District Advisory Committee.

*Deputy Mayor Gunther made a motion to recommend reappointment of Councilmember Moore as the city's Pierce County Flood Control Zone District Advisory Committee representative to Executive Dammeier. Seconded by Councilmember Tracy.*

*Motion passed (6-0).*

## **7. EXECUTIVE SESSION.**

City Attorney Charlotte Archer announced the City would be entering into an executive session pursuant to RCW 42.30.110(1)(i) – to discuss with legal counsel litigation or potential litigation for five minutes with potential action to follow.

7:18pm – Executive Session began.

7:23pm – Executive Session ended.

*Deputy Mayor Gunther made a motion to authorize the Mayor or designee to execute documents necessary to effectuate payment of claim from The Home Insurance Company and to ratify all actions taken prior to this authorization and consistent herewith. Seconded by Councilmember Sproul.*

*Motion passed (6-0).*

## **8. ADJOURNMENT.**

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

*Motion passed (6-0).*

Mayor Penner adjourned the meeting at 7:24pm.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, CMC, City Clerk

## **COUNCILMEMBERS**

Position No.

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



**ORTING CITY COUNCIL**  
Study Session Meeting Minutes  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
May 15th, 2024  
6:00 p.m.

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

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

Deputy Mayor Gunther called the meeting to order at 6:01pm. Councilmember Sproul led the pledge of allegiance, and then roll call was taken.

**Councilmembers present:** Councilmembers Don Tracy, Jeff Sproul, Greg Hogan (entered the meeting at 6:07pm), Melodi Koenig, and Deputy Mayor Tod Gunther.

**Virtual:** Councilmember Stanley Holland entered the meeting at 6:07pm and exited the meeting at 6:08pm.

**Absent:** Councilmember Chris Moore.

**Executive:** Mayor Penner.

**Staff present:** City Administrator Scott Larson, Public Works Director Marshall Maurer, Police Chief Devon Gabreluk, City Clerk Kim Agfalvi, Public Works Superintendent Ryan McBee, Finance Director Gretchen Russo, Executive Assistant Danielle Charchenko.

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

##### **A. Public Works - CM Moore & CM Koenig.**

- TBD funding alternatives.

##### **B. Public Safety- CM Tracy & CM Holland.**

- Citizens that attended and voices concerns on speed on Eldredge Ave NW.
- Flock System Cameras.
- Police Cooperative Cities Interlocal Agreement.

##### **C. Community and Government Affairs - CM Hogan & CM Sproul.**

- Sale of old City Hall building.
- Murrey's Franchise Agreement.

##### **D. Safe Parking – Deputy Mayor Gunther.**

- Deputy Mayor Gunther added safe parking to the committee update portion of the meeting. He addressed safe parking emails received and addressed concerns over alleged conflicts of interest for the issue with concerns to his employment. Council discussion followed.

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

##### **Police.**

Police Chief Devon Gabreluk briefed on the following:

- Conditional offer of employment for Emergency Management Coordinator.
- Conditional offer of employment for a lateral police candidate.

- Hiring process for a new detective.
- New hire update for those in the background process.
- Arrive Alive event held at Orting High School.

### **Public Works.**

Public Works Director Marshall Maurer briefed on the following:

- Torch downs – new cross walks are being painted in high traffic areas.
- Water system night flushing.
- New water meter installation.
- Invasive species mitigation.
- Water Resource Recovery Facility design update and construction update.
- Resignation of Public Works director Marshall Maurer.

### **Clerk.**

City Clerk Kim Agfalvi briefed on the following:

- Educational opportunities – Finance Bootcamp, Small Works Roster training, and Washington Association of Public Records Officers Association Spring Conference.
- Spring activity update for Parks and Recreation.
- 4<sup>th</sup> of July in the Park event update.

### **Administration.**

City Administrator Scott Larson briefed on the following:

- Pedestrian Bridge contract.
- Grant funds – update on funds received from the state.
- Community Development Director hiring update.

### **Finance.**

Finance Director Gretchen Russo briefed on the following:

- 2023 year-end financials are almost complete.
- Beginning to work on 2025 budget.

### **Executive.**

Mayor Penner briefed on the following:

- Pierce County Regional Council (PCRC) representative and alternate – move forward to next Council meeting with Mayor Penner as representative and Councilmember Hogan as alternate.
- Puget Sound Regional Council Vision 2050 award for Pedestrian Bridge.
- Association of Washington Cities (AWC) conference.

## **4. AGENDA ITEMS.**

### **A. AB24-50 – Compensation Study – Administration.**

Mayor Penner briefed Council on the compensation study that was completed by Cabot Dow Associates. Alexandra Sheeks from Cabot Dow Associates briefed and stated that non-represented staff wages were compared with comparable cities to include raw salary data and the cost of living represented salary figure in the study. Council discussion followed.

**Action:** City Administrator Larson will work on a compensation policy to be brought forward to a future CGA committee meeting and will bring 2024 recommended wage ranges to CGA committee for consideration.

**B. AB24-49 – Building Code Updates – Public Works Committee.**

Councilmember Koenig briefed the Council on the proposed building code and energy code updates. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**C. AB24-51 – Side Sewer Policy – Public Works Committee.**

Councilmember Koenig briefed on the proposed side sewer policy and City Administrator Larson further elaborated that the policy would clarify the existing side sewer verbiage in City code and stated that the policy would improve and identify a standard delineation of responsibility, reduce future conflicts and confusion, and align with regional municipal best practices. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**D. AB24-37 – Police Cooperative Cities Interlocal Agreement – Public Safety Committee.**

Councilmember Tracy briefed that the public safety committee would like to move the item forward to consent agenda. Police Chief Devon Gabreluk briefed that the proposed contract allows the City to share resources and investigation services for major law enforcement operations that may affect more than one law enforcement agency or necessitate joint cooperation or additional investigative resources. He briefed the proposed agreement is a renewal of an existing contract and adds the City of Steilacoom to the interlocal agreement. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**E. AB24-38 - FLOCK Camera Purchase – Public Safety Committee.**

Police Chief Devon Gabreluk briefed on the FLOCK Safety Camera functions and how it will assist police officers in their day to day jobs. He stated it is a license plate recognition software and will alert officers if there are vehicles in the area that are of interest. He briefed that there is a public facing portal for citizens to use and that the software does not have facial recognition capabilities. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**F. AB24-42 – Council Goals Update – CGA Committee, Public Works Committee, and Public Safety Committee.**

City Administrator Scott Larson briefed that goals were discussed at May committee meetings and that goals would continue to be refined by the respective committees at their June meetings. He briefed that he will send out an economic development goals committee meeting invite to Councilmembers Koenig, Hogan and Sproul. City Administrator Larson also briefed on the Integrated City Nexus Software Dashboard and Council decided to move this goal to 2025. Council discussion followed.

**Action:** Informational item only.

**G. AB24-39 - Red Hat Days Sponsorship- CGA Committee.**

Councilmember Hogan briefed that the application for sponsorship was received timely, that the representatives from the Red Hat Days Committee attended the meeting and recommended the item move to the May 29<sup>th</sup>, 2024 meeting as a consent agenda item. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**H. AB24-40 - Orting Rock Festival Sponsorship - CGA Committee.**

Councilmember Hogan briefed that the application for sponsorship was received timely, that the representatives from the Orting Rock Festival attended the meeting and recommended the item move to the May 29<sup>th</sup>, 2024 meeting as a consent agenda item. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**I. AB24-41 - Summerfest Sponsorship - CGA Committee.**

Councilmember Hogan briefed that the application for sponsorship was received timely, that the representatives from Orting Summerfest attended the meeting and recommended the item move to the May 29<sup>th</sup>, 2024 meeting as a consent agenda item. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**J. AB24-43 - Written Public Comments - CGA Committee.**

Councilmember Hogan briefed on proposed amendments to the Council Rules of Procedure to clarify procedure on written public comments. Council discussion followed.

**Action:** Move forward to regular business meeting on May 29<sup>th</sup>, 2024 as a consent agenda item.

**5. EXECUTIVE SESSION.**

No executive session.

**6. ADJOURNMENT.**

Deputy Mayor Gunther adjourned the meeting at 8:02pm.

ATTEST:

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Joshua Penner, Mayor

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Kimberly Agfalvi, CMC, City Clerk



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Adoption of 2024 Building Code Updates.	<b>AB 24-49</b>	<b>Public Works Committee</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
		<b>5.1.2024</b>		
	<b>Department:</b>	<b>Public Works Department</b>		
	<b>Date Submitted:</b>	<b>5.9.2024</b>		
<b>Cost of Item:</b>	<u>NA</u>			
<b>Amount Budgeted:</b>	<u>NA</u>			
<b>Unexpended Balance:</b>	<u>NA</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	TBD			
<b>Submitted By:</b>	<b>Tim Lincoln and Marshall Maurer</b>			
<b>Fiscal Note:</b> N/A				
<b>Attachments:</b> Building Code Updates and Ordinance No. 2024-1128				
<b>SUMMARY STATEMENT:</b>				
<p>The Washington State Legislator updated the State Building Code Act to adopt the 2024 versions of the State Building Code which is anticipated to be effective later this year. The city adopts the State Building Code by reference in Title 10, Chapter 1 of the Orting Municipal Code (OMC), and needs to adopt new language to reference the updated state code. The updates include reference to the 2024 International Building Code, International Residential Code, International Mechanical Code, International Fire Code, Uniform Plumbing Code, International Energy Conservation Code – Commercial, International Energy Conservation Code – Residential, International Property Maintenance Code.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To adopt Ordinance No. 2024-1128, an Ordinance of the City of Orting, Washington, amending Title 10 Chapter 1, State Building Code, of the Orting Municipal Code to conform with updates to the State Building Code under Chapter 19.27 of the Revised Code of Washington and the Revised Washington State Building Code Act; adopting the current state codes; providing for severability and corrections; and establishing an effective date.</p>				

**CITY OF ORTING**  
**WASHINGTON**  
**ORDINANCE NO. 2024-1128**

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**AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, AMENDING SECTION 10-1-3A, STATE BUILDING CODE, OF THE ORTING MUNICIPAL CODE TO CONFORM WITH UPDATES TO THE STATE BUILDING CODE UNDER CHAPTER 19.27 OF THE REVISED CODE OF WASHINGTON AND THE REVISED WASHINGTON STATE BUILDING CODE ACT; ADOPTING THE CURRENT STATE BUILDING CODES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the Washington State Building Code Council (Code Council) periodically recommends and adopts uniform codes of statewide applicability, collectively referred to as the State Building Code; and

**WHEREAS**, the Washington state legislature has updated Chapter 19.27 of the Revised Code of Washington (RCW), the Washington State Building Code Act, to adopt the 2021 versions of the State Building Code, effective March 15, 2024; and

**WHEREAS**, the City of Orting (the “City”) has adopted by reference the State Building Codes as required by state law, to locally enforce said rules for the health, safety, and welfare of the public; and

**WHEREAS**, Chapter 10-1, State Building Code, of the Orting Municipal Code (OMC) will not conform to the State Building Code and RCW 19.27 after March 15, 2024, without amendment; and

**WHEREAS**, the City Council wishes to update sections in Chapter 10-1 of the OMC so that the OMC is consistent with the State Building Code and RCW 19.27, as updated effective March 15, 2024; and

**WHEREAS**, the SEPA Responsible Official for the City determined that the adoption of this ordinance is categorically exempt from environmental review as a procedural action under WAC 197-11-800(20); now, therefore

**THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Amendment of OMC 10-1-3A, State Building Code.** Orting Municipal Code Section 10-1-3A is hereby amended to read as follows:



A. State Building Code: For purposes of this title, the state building code shall consist of the following national model codes and the following standards, as such model codes and standards are adopted and amended from time to time by the Washington State Building Code Council pursuant to chapters 19.27 and 70.92 of the Revised Code of Washington and title 51 of the Washington administrative code:

(1) The 2021 Edition of the International Building Code, as published by the International Code Council (ICC), including Appendix E, as adopted and amended by the Washington State Building Code Council (WSBCC) in WAC [51-50-003](#), is hereby adopted by reference. Additionally, Appendix B of the 2021 International Building Code is adopted by reference by the City of Orting;

(2) The 2021 Edition of the International Residential Code as published by the ICC and as adopted and amended by the WSBCC in WAC [51-51-003](#). Additionally, Appendix M of the International Residential Code is adopted by reference by the city of Orting;

(3) The 2021 Edition of the International Mechanical Code, as published by the ICC, as adopted and amended by the WSBCC in WAC [51-52-003](#), is hereby adopted by reference by the city of Orting;

(4) The 2021 Edition of the International Fire Code, as published by the ICC as adopted by the WSBCC in Chapter [51-54A](#) WAC, is hereby adopted by reference. Additionally, Appendix B of the International Fire Code is adopted by reference by the city of Orting, and portions of Appendix D are adopted as shown in OMC [20.200.016](#);

(5) The 2021 Edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials and as adopted and amended by the WSBCC in WAC [51-56-003](#), is hereby adopted by reference;

(6) The 2021 Edition of the International Energy Conservation Code, Commercial, as adopted and amended by the Washington State Building Code Council in Chapter [51-11C](#) WAC;

(7) The 2021 Edition of the International Energy Conservation Code, Residential, as adopted and amended by the Washington State Building Code Council in Chapter [51-11R](#) WAC;

(8) The 2021 edition of the International Property Maintenance Code, as published by the ICC;

(9) The 2021 Edition of the Wildland-Urban Interface Code, as adopted and amended by the Washington State Building Code Council in Chapter 51-55 WAC

(10) The 2021 Edition of the International Existing Building Code, as adopted and amended by the Washington State Building Code Council.

(11) and, The 2021 Edition of the International Swimming Pool and Spa Code as published by ICC.

All amendments to the state building code adopted by the Washington state building council from time to time are hereby, upon the effective date of such amendments, incorporated in this chapter as though fully set forth herein. In the event that any provisions of the state building code are renumbered or re-lettered, any reference in this chapter to such provision shall refer to the provision as renumbered or re-lettered.

**SECTION 2. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

**SECTION 3. Corrections.** Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

**SECTION 4. Effective Date.** This ordinance shall be in full force five days after posting and publication as required by law, provided the City code amendments stated in Section 1 of this ordinance shall be effective on March 29th, 2024. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 29<sup>th</sup> DAY of MAY, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kim Agfalvi, CMC, City Clerk

Approved as to form:

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Charlotte A. Archer  
Inslee Best  
City Attorney

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



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Side Sewer Policy and Procedure	<b>AB24-51</b>	Public Works		
		<b>5.1.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Public Works Department		
	<b>Date Submitted:</b>	<b>5.10.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Q4 2023			
<b>Submitted By:</b>	Marshall Maurer, Public Works Director			
<b>Fiscal Note:</b>	N/A			
<b>Attachments:</b> Ordinance No. 2024-1129				
<b>SUMMARY STATEMENT:</b>				
<p>The City and its Citizens will benefit by clarification regarding existing side sewer verbiage in city code, which may be improved to identify a standard delineation of responsibility, reduce future conflicts and confusion, and align with regional municipal best practices.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To adopt Ordinance no. 2024-1129, and ordinance of the City of Orting, Washington, relating to side sewer ownership; amending OMC Title 9, Chapter 2A, Section 1; adding OMC Title 9, Chapter 2C, Section 9, of the Orting Municipal Code; providing for severability, and establishing an effective date.</p>				

**CITY OF ORTING  
WASHINGTON**

**ORDINANCE NO. 2024-1129**

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO SIDE SEWER  
OWNERSHIP; AMENDING OMC TITLE 9, CHAPTER 2A,  
SECTION 1; ADDING OMC TITLE 9, CHAPTER 2C,  
SECTION 9, OF THE ORTING MUNICIPAL CODE;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

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**WHEREAS**, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

**WHEREAS**, pursuant to the authority granted by Chapter 35.67 RCW, the City has the power to regulate the construction, maintenance, and operation of sewers and sewage disposal systems within its jurisdiction; and

**WHEREAS**, Chapter 35.67 RCW empowers the City to define terms and establish regulations ensuring that the City's sewer system meets the health, safety, and environmental standards set forth by state and local law; and

**WHEREAS**, in accordance with Chapter 35.67 RCW, the City is updating its sewer system definitions to provide clarity and uniformity in the interpretation and application of the City's sewer codes; and

**WHEREAS**, the City is obliged under Chapter 35.67 RCW to delineate the ownership and maintenance responsibilities for side sewers to prevent public health risks and ensure the integrity of the municipal sewer system; and

**WHEREAS**, the City wishes to extend sewer service to point of delineation where the Right of Way and private property meets, and to reconnect service where the City has severed it, and considers it reasonable and for the good of the system to ensure that relocated City sewer lines by virtue of construction projects will be replaced in kind by comparable connections at the previous location; and

**WHEREAS**, the revision of sewer system definitions and the clarification of ownership responsibilities are measures taken under the authority of Chapter 35.67 RCW to enhance the management of wastewater services; and

**WHEREAS**, the City seeks to affirm, through the adoption of this ordinance under the guidance of Chapter 35.67 RCW, that private ownership of side sewers carries the obligation to comply with City standards for connection to the public sewer system; and

**WHEREAS**, the enactment of this ordinance under the authority of Chapter 35.67 RCW will provide a legal and operational framework that aids property owners and the City in the collaborative effort to maintain a sustainable and efficient sewer infrastructure; and

**WHEREAS**, the current iteration of the Orting Municipal Code does not directly address delineation of customer responsibility for side sewer maintenance; and

- **WHEREAS**, the current iteration of the Orting Municipal Code does not define the terms “side sewer” or “lateral sewer,” and both the City and its Citizens would benefit from clarification regarding delineation of infrastructural responsibilities.

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

**Section 2. OMC Title 9, Chapter 2A, Section 1: DEFINITIONS; Amended** Section 1, Title 9, Chapter 2A, is hereby amended as follows.

COMMERCIAL USER. See “INDUSTRIAL USER.”

COMMERCIAL WASTEWATER. See “INDUSTRIAL WASTEWATER.”

INDUSTRIAL USER. Throughout this chapter, the term “industry” or “industrial user” is meant to apply to any “person” (defined in WAC 173-216-030(13)) within the Publicly-Owned service area which has, or may have, a discharge of “industrial wastewater,” or who would be subject to categorical standards promulgated by the EPA if they were discharging. A nongovernmental user of the public treatment works identified in the “Standards Industrial Classification Manual”, 1972, office of management and budget, as amended or supplemented.

INDUSTRIAL WASTEWATER. Means water or liquid-carried waste from any industry, manufacturing operation, trade, business, or commercial establishment which includes process wastewater, cooling water, contaminated stormwater, contaminated leachates, or other waters in some combination such that the combined effluent differs in some way from purely domestic wastewater, or is subject to regulation under federal categorical pretreatment standards, the State Waste Discharge Permit Program, or this chapter. ~~That portion of wastewater emanating from an industrial user which is not domestic waste or waste from sanitary conveniences.~~

LATERAL SEWER. ~~A public sewer which receives flow from one or more side sewers and discharges into a trunk or intercepter.~~ A segment of the public sewer network that collects wastewater from multiple service connections. It is responsible for funneling the collected wastewater into larger sewer lines, known as trunk sewers or interceptors.

**Section 1. OMC Title 9, Chapter 2C; Added** Section 9 is hereby added to Title 9, Chapter 2C of the Orting Municipal Code, reading as follows:

BUILDING SIDE SEWER OWNERSHIP. The building side sewer located in the public right-of-way or city utility easement shall become the property of the city and will be maintained, repaired and replaced by the city's public works department. The portion of the building side sewer located on the customer's property is owned by the property owner and shall be the owner's responsibility to keep their portion in good working order and free from extraneous ground water or surface runoff water. A cleanout shall be provided at the property line for all new building side sewer installations. At such time the city's public works department or the property owner makes repairs and/or replaces an old side sewer that does not have a cleanout at the property line, the party performing the work shall install a clean-out in accordance with the Orting Development Specifications and Standard Details in effect at the time.

ALTERNATIVE SEWER LINE EXTENSION. For circumstances in which the City relocates a public sewer line, thereby severing an existing private sewer connection, an alternative sewer line shall be extended to the shared boundary of the right-of-way and private property line, and the City shall reconnect any service lines that it has severed. This extension will enable the City to reconnect to the property owner's side sewer in compliance with City standards. The City's public works department shall ensure that the alternative sewer line is installed up to the boundary, maintaining the continuity and integrity of the municipal sewer system.

SIDE SEWER CARDS. Cards documenting the technical and legal specifications of sewer connections shall be made available in both physical and digital formats by the city's Public Works Department. A digital copy of each side sewer card shall be made available in a municipal online database for property owners and designated Public Works staff, ensuring secure, anytime access. Upon transfer of property ownership, or significant sewer work completion, property owners shall be furnished upon request a physical copy of the relevant side sewer card.

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 29th DAY OF MAY, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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Charlotte A. Archer  
Inslee Best, PLLC  
City Attorney

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



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Police Cooperative Interlocal Agreement renewal.	<b>AB24-37</b>	<b>Public Safety</b>		
		<b>5.2.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Public Safety		
	<b>Date Submitted:</b>	<b>5.2.2024</b>		
<b>Cost of Item:</b>	<u>No additional cost. Already included in 2024 Budget</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	<b>N/A</b>			
<b>Timeline:</b>	<b>None</b>			
<b>Submitted By:</b>	<b>Devon Gabreluk</b>			
<b>Fiscal Note: None</b>				
<b>Attachments:</b> Police Cooperative Interlocal Agreement renewal				
<b>SUMMARY STATEMENT:</b>				
<p>The Orting Police Department partners with the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Puyallup, Orting, and Sumner to share resources and investigation services for major law enforcement operations that may affect more than one law enforcement agency or necessitate joint cooperation or additional investigative resources.</p> <p>These agencies formed an Interlocal Cooperation Agreement for Multi-Jurisdictional Task Forces In Pierce County in 2005, and the agreement requires renewal and addition of the Town of Steilacoom as a signatory agency. This agreement allows for our participation and access to, multi-jurisdictional resources such as the <b>Metro Cities Major Collision Response Team</b>, the <b>Civil Disturbance Team</b>, and the <b>Crime Response Unit</b>. This agreement does not include the Metro Cities SWAT team, which is covered by a separate agreement.</p> <p>Access to services, issues of liability, and the cost-sharing model that have been in place since 2005 remain unchanged.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the Police Cooperative Interlocal Agreement for joint cooperation and additional investigative services.				



# **INTERLOCAL COOPERATION AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS IN PIERCE COUNTY**

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Town of Steilacoom, (the “Parties”). Through this agreement, said parties agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005, amended in 2017, and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

NOW, THEREFORE, the Parties agree as follows:

1. **DEFINITIONS**

The following terms shall have the following meanings, unless the context indicates otherwise:

(a) **Assisting Agency**

Any or all other police agencies contacted for mutual aid by the primarily responsible agency.

(b) **Crime Response Unit**

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

The existence of an actual or suspected emergency situation which requires extraordinary and/or specialty expertise, or a major crime incident which demands specialty expertise, or where additional resources are needed for effective resolution.

(d) **Major Law Enforcement Operation Services**

Services provided by a Signatory Agency or Specialty Team to a Primarily Responsible Agency.

(e) **Primarily Responsible Agency**

The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.

(f) **Signatory Agency or Cities**

Cities and Towns that are a signing party to this Interlocal Agreement.

(g) **Civil Disturbance Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to incidents involving riots or civil unrest within the Signatory Agencies jurisdiction.

(h) **Metro Cities Major Collision Response Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to and investigate serious injury, fatality, or officer involved collisions occurring within or involving a Signatory Agency.

(i) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Civil Disturbance Team and or the Major Collision Response Team.

2. **PRIOR AGREEMENTS.** The parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and amended in 2017. It is intended that this agreement will supersede and replace said prior agreement in its

entirety.

3. **MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

To provide improved law enforcement services and further the cooperation contemplated by this agreement, Multi-Jurisdictional Specialty Teams shall be created and maintained in accordance with this agreement. Current specialty teams consist of: Crime Response Unit; Civil Disturbance Team; and Major Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies by majority vote of the oversight board.

4. **OVERSIGHT AND GOVERNANCE OF SPECIALTY TEAMS.**

The management and affairs of the multi-jurisdictional special teams operating under this agreement shall be governed by an oversight board composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight board shall have an equal vote and voice regarding board decisions. All decisions shall be made by majority vote of board members or their designees appearing at the meeting in which the decision is made.

The oversight board may, at its discretion, adopt policies, regulations, and operational procedures applicable to the specialty teams operations and structure consistent with best practices. In addition, the oversight board may adopt standards for individual officer's qualifications and training requirements for selection and participation on any specialty team.

5. **TRAINING, EQUIPMENT, & COSTS**

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. The oversight board may adopt a budget for a specialty team as necessary at the board's discretion. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight board to be more equitably allocated on a different basis.

Equipment purchased by a signatory agency and loaned for the specific benefit and use by a specialty team shall retain ownership and has the right to determine duration and use.

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment at direction of the

oversight board. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight board deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.
7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.
8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit staffing, resources, and/or equipment to any Major Law Enforcement Operation.
9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.
10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent with State and Federal Guidelines.
11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.
12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency if requested. Each agency shall be responsible for any repairs

and/or damages done to their own vehicles or equipment as a result of participation in a Major Law Enforcement Operation.

13. **EQUAL SHARING OF LIABILITY.** The Signatory Agency agree that liability for the negligent or tortious actions of the Multi-Jurisdictional Specialty Teams or any police officer or employee working for or on behalf of the Multi-Jurisdictional Specialty Teams be on an equal share basis between the Signatory Agency. This general agreement on liability sharing is subject to the following terms and conditions set for the below.

14. **HOLD HARMLESS.** Each Signatory Agency agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Signatory Agency activity. Such liability shall be apportioned among the cities equally on an equal shares basis subject to any limitation set forth below.

15. **DEFENSE OF LAWSUITS.** Each Signatory Agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said city who is named in a lawsuit alleging liability arising out of Multi-Jurisdictional Specialty Teams operations. Each city who retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees incurred by that counsel. The cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

16. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a lawsuit is brought against a Signatory Agency city or employee for actions arising out of their conduct in support of the Multi-Jurisdictional Specialty Teams operations, it shall be the duty of each said city to notify the other cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single city shall be require equal shares contribution by any city unless it was done with the knowledge and specific consent of the other participating cities. Any settlement made by any individual city or member which does not have the consent of the other participating cities to this agreement will not require any sharing of payment of said settlement on behalf of the non-consenting cities.

17. **SETTLEMENT PROCEDURE.** Any city or Signatory Agency member who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating cities to this agreement shall have the burden of notifying each other participating city of all settlement demands made to that city and any claims and/or lawsuits naming that city and/or its employees for what may be a joint liability. Furthermore, if the other Signatory Agency city is not named as a party to the actions, it shall be the burden of the city named in the lawsuit to keep the other participating cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all Cities to this agreement before any equal share obligations for payment by all participating members becomes effective.

No city shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this agreement and on behalf of their respective employees and officers. It is the intent of this agreement that the cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this agreement agree with the settlement costs or, in the alternative, that all parties to this agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating members to this agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that city and/or its employees and, if such separate settlement is reached, that city would have no responsibility to pay any proportionate amount of any judgment rendered against the cities and/or their employees that did not settle. A city making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any city making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said city had reached separately with the claimant and/or plaintiff.

18. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agency city's and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Multi-Jurisdictional Specialty Teams and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

19. **PAYMENT OF JUDGMENTS.** Unless there is an exception as provided in paragraph 13, it is the intention of the Signatory Agencies to jointly pay any judgment on a pro-rata equal basis for any judgment against any employee or city for negligence or tortious action arising out of their conduct in the course of their employment or duties as Multi-Jurisdictional Specialty Teams members or in support of such Multi-Jurisdictional Specialty Teams operations; regardless of what percentage of liability may be attributed to that member city or its employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the parties to add up the total combined judgment against any Signatory Agency or officer for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into 12 shares and each city would then pay 1/12 of the total combined judgment to satisfy the judgment. Any city which refused to pay its proportionate 1/12 share would then be liable to the cities who paid that member's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying member.

**NOTHING HEREIN SHALL REQUIRE, OR BE INTERPRETED TO:**

Waive any defense arising out of RCW Title 51.

Limit or restrict the ability of any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

Cover or apportion or require proportionate payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or ~~city~~ municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

20. **PRE-EXISTING CLAIMS OR LAWSUITS.** For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims, and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

21. **INSURANCE COVERAGE.** Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence, However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

22. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

23. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the

commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

24. **TERM OF AGREEMENT/WITHDRAWAL FROM AGREEMENT.** The term of this agreement shall be of indefinite duration. Any Signatory Agency may withdraw from this agreement when a period of thirty (30) days has elapsed after notification is made by letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other Signatory Agencies. The oversight board can at their discretion by majority vote accept further participants to this agreement after the execution of this agreement.

25. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

26. **MODIFICATION AND SEVERABILITY.** The parties may amend, modify, or supplement this Agreement only by written agreement of all the parties. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

27. **EXTENT OF AGREEMENT.** This agreement contains the complete understanding of the parties regarding the subject matter of this agreement.

28. **AUTHORIZATION.** By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.



**CITY OF BONNEY LAKE**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF DUPONT**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF FIRCREST**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF LAKEWOOD**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF BUCKLEY**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF FIFE**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
City Manager date

\_\_\_\_\_  
Chief of Police date

**CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF ORTING**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF PUYALLUP**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
City Manager date

\_\_\_\_\_  
Chief of Police date

**CITY OF MILTON**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
City Administrator date

\_\_\_\_\_  
Chief of Police date

**TOWN OF STEILACOOM**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF SUMNER**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Flock Camera System Purchase.	<b>AB24-38</b>	<b>Public Safety</b>		
		<b>5.2.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Public Safety		
	<b>Date Submitted:</b>	<b>5.2.2024</b>		
<b>Cost of Item:</b>	<u>\$33,500.00- Year #1 \$30,000- Year #2</u>			
<b>Amount Budgeted:</b>	<u>0</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	001-521-70-10-07			
<b>Timeline:</b>	<b>During FY 2024</b>			
<b>Submitted By:</b>	<b>Devon Gabreluk</b>			
<b>Fiscal Note: None</b>				
<b>Attachments:</b> Flock Camera information packet and quote				
<b>SUMMARY STATEMENT:</b>				
<p>The Flock Public Safety Camera System is a tool that assists law enforcement in reducing crime by gathering objective evidence and facts about vehicles in the city and alerting Officers when vehicles of interest are located in real time. The system acts as a “force multiplier” for departments with reduced staffing, allowing the department to have a 24/7 patrol presence.</p> <p>The police department has worked with Flock to customize two camera packages for Orting that will maximize the city's benefit at an affordable price. Flock Systems has quoted two packages; Option #1 covers all points of entry/exit of the city plus 4 additional cameras in the downtown core, and Option #2 covers points of entry/exit only. Staff is recommending the City employ Option #1. The cost associated with either purchase would be covered with unspent funds from account 001-521-70-10-07, money saved from operating at reduced staffing during FY 2024.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the purchase of two flock cameras in an amount to not exceed \$33,500.00 for the first year and \$30,000.00 for the second year.				

## **Flock Safety + WA - Orting PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Garret Thomson  
garret.thomson@flocksafety.com  
3603207063



**EXHIBIT A**  
**ORDER FORM**

Customer: WA - Orting PD  
 Legal Entity Name: WA - Orting PD  
 Accounts Payable Email: dgabreluk@cityoforting.org  
 Address: 102 Bridge St S Orting, Washington 98360

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	10	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	6	\$900.00

<b>Subtotal Year 1:</b>	\$33,500.00
<b>Annual Recurring Subtotal:</b>	\$30,000.00
<b>Estimated Tax:</b>	\$6,032.50
<b>Contract Total:</b>	\$63,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$33,500.00
<b>Annual Recurring after Year 1</b>	\$30,000.00
<b>Contract Total</b>	\$63,500.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
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**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: WA - Orting PD**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

PO Number: \_\_\_\_\_





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Red Hat Days Sponsorship	<b>AB24-39</b>	<b>CGA</b>		
		<b>5.1.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>4.25.2024</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application, Resolution 2024-09				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from Orting Red Hat Days which will be held on Saturday, October 5<sup>th</sup>, 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 &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
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**

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

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

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

**WHEREAS**, the City received an application for sponsorship from the Orting 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 5<sup>th</sup>, 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 29<sup>th</sup> DAY OF May, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-9017 or (cell) 253-262-7842  
 Fax: 360-893-6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

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

**Application: The following must be submitted at least ninety (90) days prior to event date:**

- Completed Application (ALL sections of application must be completed. Indicate "N/A" if an item does not apply)
- Event Map and Timeline
- Payment of Special Event Fee (\$200 paid via cash, check, credit, or debit)
- Completed Banner Application (if applying for sponsorship & requesting a banner be placed over SR-162)

**In addition, the following must be submitted thirty (30) days prior to event date:**

- Insurance Certificate in the amount of \$1 million per occurrence and \$2 million general aggregate, listing City of Orting as additional insured.
- Road closure permit issued from WSDOT (if applicable).
- Payment of Fees for additional services requested (not covered by sponsorship).

Upon receipt, a meeting with City Department Heads will be scheduled. It may be required that the applicant meet with Department Heads to review the Special Event Application to assure guidelines and preparation prior to the event. After your application has been reviewed, you will be notified if your event has been approved.

APPLICANT NAME: Alina 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"/>
<del><input checked="" type="checkbox"/> 2 Police Officers</del>	<del>\$170/hr x ___ hrs</del>	<del>\$ _____</del>	<del><input checked="" type="checkbox"/></del>
<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>	
<b>Total For Special Event Services</b>		\$ _____	
<b>Special Event Application Fee</b>		<b>\$200</b>	
<b>TOTAL TO BE PAID</b>		<b>\$ <u>300</u></b>	

**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 Calistoga) (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: *Alina Hibbs* Date: 2/16/2024

Print Name & Title w/Organization: Alina 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 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
- 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 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 -**

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**APPENIX A**

**FACILITY RENTAL RATES**

**MULTI-PURPOSE CENTER (MPC)**

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes approximately 6 folding tables and 60 folding chairs. A 2-hour minimum is required for all rentals. **A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 refundable alcohol deposit is required.**

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

**ORTING STATION**

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

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

**COVERED BBQ AREA**

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

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

**GAZEBO**

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

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



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

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

hibbsaj@plu.edu

Checklist/Timeline:

90+ Days Prior

- Completed Application received
- Payment of Fees (Amount: \$ 300 )
- Event Map & Timeline
- Proof of Insurance (if sponsored)
- Completed Banner Application received
- Department Heads Meeting
- Sponsorship Letter (if applicable)
- Approved by CGA (if sponsored)

- Date: 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: hibbsaj@plu.edu

Non-Profit:  Yes [ ] No UBI #: 1003 - 056 - 900

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

Requested period for the banner to be across SR 162: ~~10/12/24~~<sup>9</sup> 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):

ORHD  
Logo

Orting Red Hat Days  
 1st saturday in october



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:  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

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





Certificate Number: NAEP116851  
Effective Dates: 10/5/2024 12:01am to 10/6/2024 12:01am

Policy Number: UST022072230

**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

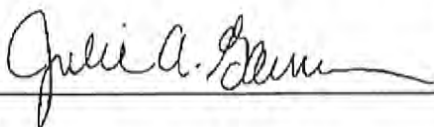
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

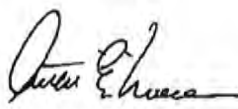
Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

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

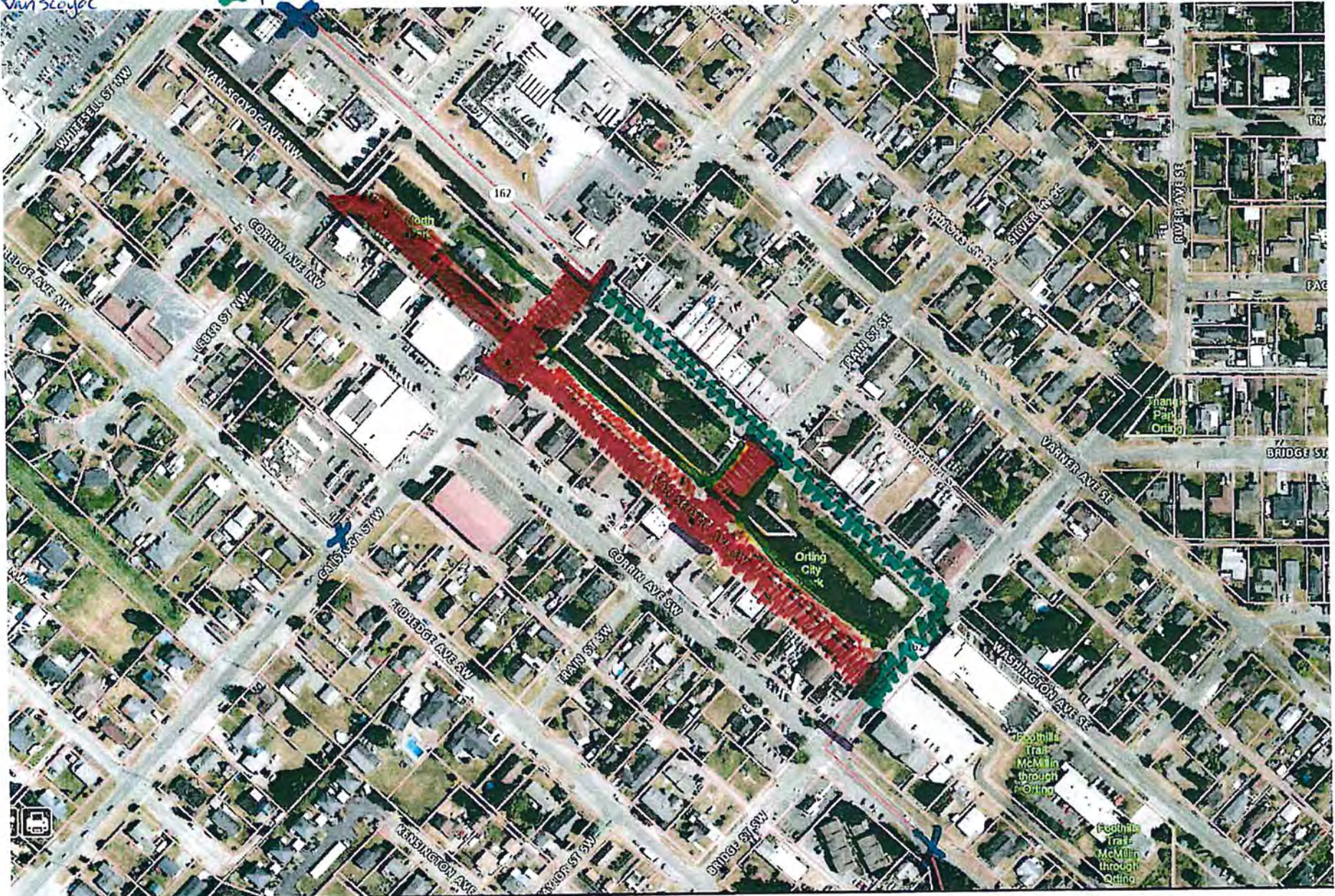
  
President



vendors  
car show  
Dan Scoyoc

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

detour signs X  
type 3 barricades







## 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**

<b>City Services Requested</b>	<b># of hours</b>	<b>Estimated Cost</b>
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
Use of North Park (includes Orting Station)		\$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
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$3,850.00</b>

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





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Rock Festival Sponsorship.	<b>AB24-40</b>	<b>CGA</b>		
		<b>5.1.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>4.25.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible.			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Resolution No. 2024-10 Event Application and certificate of insurance.				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Orting Rock Festival to be held on Saturday, July 20<sup>th</sup>, 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 &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
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.**

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

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

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

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

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on May 1<sup>st</sup>, 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 29<sup>th</sup> DAY OF May, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-9017 or (cell) 253-262-7842  
 Fax: 360-893-6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

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

**Application: The following must be submitted at least ninety (90) days prior to event date:**

- Completed Application (ALL sections of application must be completed. Indicate "N/A" if an item does not apply)
- Event Map and Timeline
- Payment of Special Event Fee (\$200 paid via cash, check, credit, or debit)
- Completed Banner Application (if applying for sponsorship & requesting a banner be placed over SR-162)

**In addition, the following must be submitted thirty (30) days prior to event date:**

- Insurance Certificate in the amount of \$1 million per occurrence and \$2 million general aggregate, listing City of Orting as additional insured.
- Road closure permit issued from WSDOT (if applicable).
- Payment of Fees for additional services requested (not covered by sponsorship).

Upon receipt, a meeting with City Department Heads will be scheduled. It may be required that the applicant meet with Department Heads to review the Special Event Application to assure guidelines and preparation prior to the event. After your application has been reviewed, you will be notified if your event has been approved.

APPLICANT NAME: Chris Hopfauf  
 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.

<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 <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>100<sup>00</sup></u>	<input type="checkbox"/>
<b>Total For Special Event Services</b>		\$ <u>100<sup>00</sup></u>	
<b>Special Event Application Fee</b>		\$200	
<b>TOTAL TO BE PAID</b>		\$ <u>300<sup>00</sup></u>	

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

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

If YES, ANTICIPATED NUMBER OF VENDORS: 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: CA

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 Hoplauf Date: 4/15/24

Print Name & Title w/Organization: Chris Hoplauf / 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](mailto:malfiere@cityoforting.org)

- End of Special Event Application -

### City of Orting Sponsorship Application

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

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

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

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

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

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

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

- Use of Main City Park, including grass areas, Gazebo, and Covered BBQ Area, located at 101 Train St. SW at no charge.
- Use of Multipurpose Center (MPC) located at 202 Washington Ave. S. at no charge.
- Use of North Park, including grass area and Orting Station building, located at 101 Washington Ave NW. at no charge.
- Close Train St. around the Bell Tower at Main City Park.
- Close Van Scoyoc Ave. SW at Main City Park.
- Close Calistoga St. W between Van Scoyoc Ave. & Washington Ave.
- 1 Public Works staff for up to eight (8) hours. # of hours requested: 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<sup>1003</sup>

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 And Reader Board Date: \_\_\_\_\_ Initials: \_\_\_\_\_

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).**

<b>PRODUCER</b> Allen Financial Insurance Group, Inc. 13880 N Northsight Blvd, Suite C109 Scottsdale, AZ 85260  Phone No. (800) 874-9191      Fax No. (602) 992-8327	<b>CONTACT NAME:</b> Miguel Granado <b>PHONE (A/C, No, Ext):</b> (800) 874-9191 <b>FAX (A/C, No):</b> (602) 992-8327 <b>E-MAIL ADDRESS:</b> mgranado@eqgroup.com  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: ZAI - Zurich American Insurance Company</td> <td style="border: none;">16535</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZAI - Zurich American Insurance Company	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Orting Rock Festival Association, Inc. 201 Eldredge Avenue, SW Orting, WA 98360  Phone No. 253-820-3184      Fax No.															

**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 \$
	<b>AUTOMOBILE LIABILITY</b> <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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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.

<b>CERTIFICATE HOLDER</b> City of Orting 104 Bridge St Orting, WA 98360 United States Of America  Phone No.      Fax No.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ACORD 25 (2016/03)**      The ACORD name and logo are registered marks of ACORD  
 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
<b>Inland Marine</b>			
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	

<b>General Liability</b>			
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
<b>Special Event Package</b>		
<b>Notices</b>		
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
<b>Common</b>		
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
<b>Inland Marine</b>		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
JGU619ACW	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
<b>General Liability</b>		
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.

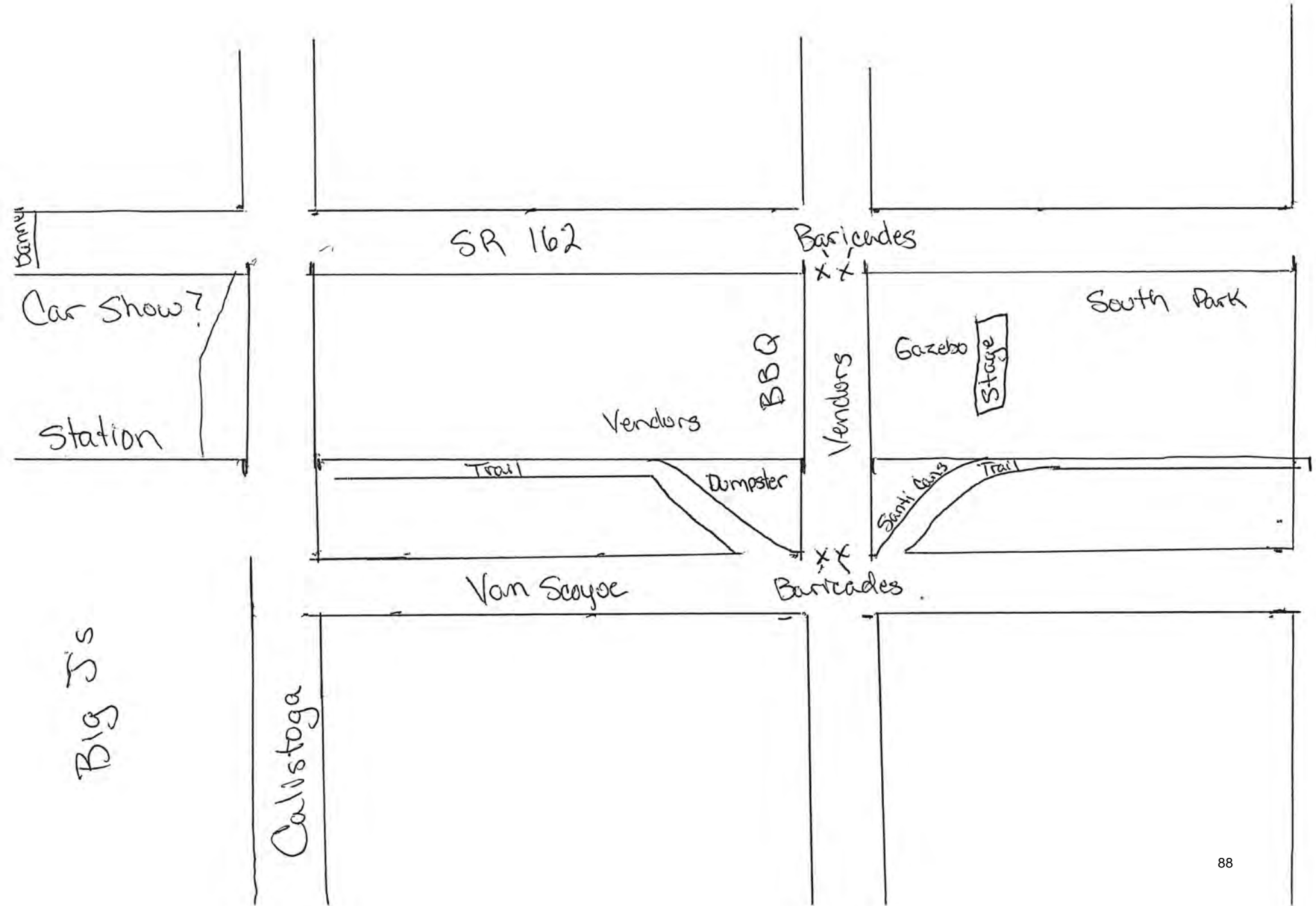
1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
<a href="http://www.abacus.net/verify-certificate">www.abacus.net/verify-certificate</a>	030RNYL0GZ



## 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.







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 Hopfaw Representing: Orting Rock Festival Ass.

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

Mailing Address: PO. 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

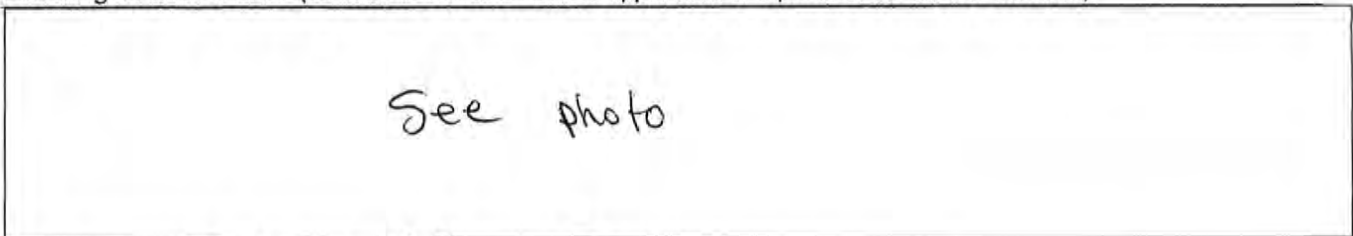
***The banner may only be across SR 162 for 2 weeks***

### 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):*



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:	<input type="checkbox"/> Email	<input type="checkbox"/> 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 8<sup>th</sup> annual Special Event.

The ORFA is a nonprofit organization hosting 8 bands in the city park on Saturday July 20<sup>th</sup> 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

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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

---

<b>Title</b>	<b>Governors Type</b>	<b>Entity Name</b>	<b>First Name</b>	<b>Last Name</b>
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

**ORTING ROCK FESTIVAL ASSOCIATION**

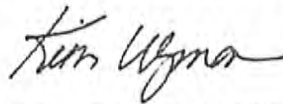
A WA NONPROFIT CORPORATION, effective on the date indicated below.

Effective Date: 01/26/2018

UBI Number: 604 207 887



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

A handwritten signature in cursive script that reads "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.

*Vikki Smith*

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**

<b>City Services Requested</b>	<b># of hours</b>	<b>Estimated Cost</b>
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
Use of North Park (includes Orting Station)		\$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
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$2,110.00</b>

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





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Summerfest Sponsorship.	<b>AB24-41</b>	<b>CGA</b>		
		<b>5.1.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Kim Agfalvi, City Clerk		
	<b>Date Submitted:</b>	<b>4.25.2024</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application, Resolution 2024-11				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship for Orting Summerfest which will be held on Sunday, August 25<sup>th</sup>, 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 &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve Resolution No. 2024-11, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Summerfest.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2024-11**

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

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

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

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

**WHEREAS**, the City received an application for sponsorship from Orting Summerfest and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on May 1<sup>st</sup>, 2023, and recommended approval of the application; and

**WHEREAS**, the City Council finds that Orting Summerfest 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 local history of husbandry and agricultural assets that are fundamental to the City; and

**WHEREAS**, the City Council finds that Orting Summerfest’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 Summerfest is an event open to the public, which serves the valid municipal purposes described herein.

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

on Sunday, August 25th, 2024 from 8:00am– 3:00pm. The Mayor is authorized to enter into a contract with the Orting Summerfest 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 29<sup>th</sup> DAY OF May, 2024.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

---

Charlotte Archer, City Attorney  
Inslee, Best, 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: Karie Franks

ORGANIZATION NAME: Orting Summerfest/Abundant Life

ARE YOU NON-PROFIT:  Yes  No IF YES, UBI#: 602 434 892

MAILING ADDRESS: PO Box 826, Orting, WA 98360

EVENT NAME: Orting Summerfest

BRIEF DESCRIPTION OF EVENT: Free Hot Dogs, Inflatables, Games, etc from 11am - 2pm

DATE(S) OF EVENT: Sunday, August 25, 2024

EVENT TIMES: Set-Up 8am Start of Event 10am Exit Time 3pm End of Event 2pm

ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 200 High Estimate 500



PRIMARY CONTACT NAME: Karie Franks PHONE: 253-722-6148  
 PRIMARY CONTACT EMAIL: karie@alccorting.com  
 DAY-OF CONTACT NAME: Karie Franks PHONE: same  
 DAY-OF CONTACT EMAIL: same  
 ALTERNATE CONTACT: Brad Grasley PHONE: 253-222-4403

**COMPLETE THE FOLLOWING FOR ALL SPECIAL EVENTS:**

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

- |  |  |
|--|--|
| <input type="checkbox"/> Festival/Carnival/Fair  | <input type="checkbox"/> Walk Procession/Organized     |
| <input type="checkbox"/> Parade  | <input type="checkbox"/> Rally/Demonstration           |
| <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 checked="" type="checkbox"/> Block Party        |
|  | <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): Community Church Service in park 10am - 11am (not advertised or sponsored by City)

**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 type="checkbox"/> North Park Fountain Pavilion (no charge)           |
| <input type="checkbox"/> Orting Station building       | <input type="checkbox"/> North Park Grass Area (no charge)                  |
| <input type="checkbox"/> Multi-purpose Center (MPC)    | <input checked="" type="checkbox"/> South City Park Grass Areas (no charge) |
| <input type="checkbox"/> Charter Park (the skate park) | <input checked="" type="checkbox"/> Bell Tower area at Main City Park       |

**Please answer the following questions:**

Will you have additional garbage services and where will they be placed (show on Map)?  
No additional needed

Will you have adequate restroom facilities and where will they be placed (show on Map)?  
Park Restrooms and city provides 2 portable restrooms (please make sure they are usable, as in years past they were filthy even the maintenance crew couldn't believe how bad they were. Possible to have company clean the day before or that morning?)

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?  
Yes. We will be cooking hot dogs on a grill and serving hot dogs, condiments, chips and water

**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 type="checkbox"/>
<input checked="" type="checkbox"/> 1 Police Officer	\$100/hr x ___ hrs	\$ _____	<input checked="" type="checkbox"/>
<input type="checkbox"/> 2 Police Officers	\$200/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> 2 Standard Portable Restrooms	\$200/event	\$ _____	<input checked="" type="checkbox"/>
<input 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 type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____	<input type="checkbox"/>
<b>Total For Special Event Services</b>		\$ _____	
<b>Special Event Application Fee</b>		<b>\$200</b>	
<b>TOTAL TO BE PAID</b>		<b>\$ _____</b>	

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

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



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

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

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

STAGING TIME: \_\_\_\_\_ STAGING LOCATION (show on map): \_\_\_\_\_

PARADE ROUTE (show on map): \_\_\_\_\_

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

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

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

**8. STREET CLOSURES & EMERGENCY ACCESS:**

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

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

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

If yes, which streets? (show on map)

Train Street (between Van Scoyoc and Washington Ave) for safety as people cross from park to park

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?

Advertising in town and on social media, inviting community to attend as in the years past

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

Community Church Service (10am-11am)

11am - 2pm Inflatables, Food, Games (human soccer, bounce house, obstacle course, gaga ball, face painting, tattoos, football throw, basketball competition, prizes, fun and fellowship

**9: AGREEMENTS**

Initials: KF

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: KF

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: KF

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: KF

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: KF

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

Initials: KF

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: KF

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: KF

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: KF

**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: Karie Franks Digitally signed by Karie Franks  
Date: 2024.04.03 12:46:02 -07'00' Date: 04/03/2024

Print Name & Title w/Organization: Karie Franks, Executive Pastor, Summerfest Director

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

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

- End of Special Event Application -

### City of Orting Sponsorship Application

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

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

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

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

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

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

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## APPENIX A

### FACILITY RENTAL RATES

#### MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes 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: Orting Summerfest Event Date: 8/25/24

Primary Contact: Karie Franks Phone: 253-722-6148

Karie@alcorting.com

Checklist/Timeline:

90+ Days Prior

- Completed Application received
- Payment of Fees (Amount: \$ 200 )
- 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: 4/3 Initials: MA  
 Date: 4/8 Initials: MA Receipt# 1716  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Date: 4/3 Initials: MA - will send updated insurance in May.  
 Date: N/A Initials: N/A  
 Date: 4/5 Initials: \_\_\_\_\_  
 Date: 5/1 Initials: \_\_\_\_\_

60 Days Prior (Date: 6/25 )

- 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: 7/25 )

- 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: 8/9 )

- 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: 8/17 )

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





City of Orting  
 PO Box 489  
 Orting, WA 98360

Assurer's Rec - CK/Cash

2024-TRCK-1716

Receipt #: 2024-TRCK-1716 For: 001.362.40.04.00 - Special Event fee for  
 Receipt Date: 04/08/2024 Summerfest - August 25, 2024.  
 Received By: Jennifer Corona  
 Received From: Abundant Life Church Account: 2056

Fund	BARS	Description	Amount
001.000.000	362 40 04 000	Fees - Special Events	200.00

**RECEIPT TOTAL 200.00**  
 CHECK 3058 200.00  
 CASH  
 CC/EFT  
 CHANGE



P.O. Box 826  
Orting, WA 98360  
(360) 893-6929

[www.ortingsummerfest.webs.com](http://www.ortingsummerfest.webs.com)

---

April 2, 2024

Dear Orting City Council,

We would ask that you would consider sponsoring Orting Summerfest again this year, on August 25<sup>th</sup>, 2024. We are scaling things back a bit and keeping this a FUN and FREE event for the community. We will no longer be having Vendors but will have many inflatables, games and food available for free to everyone that wants to attend. The Summerfest Block Party will be from 11am to 2pm, and the entire community is welcome to join us, the block party is taking place instead of the massive event we have done in the years past. We have also reached out to The Closet and asked them if they would like to set up during the event which will provide FREE clothes to the community.

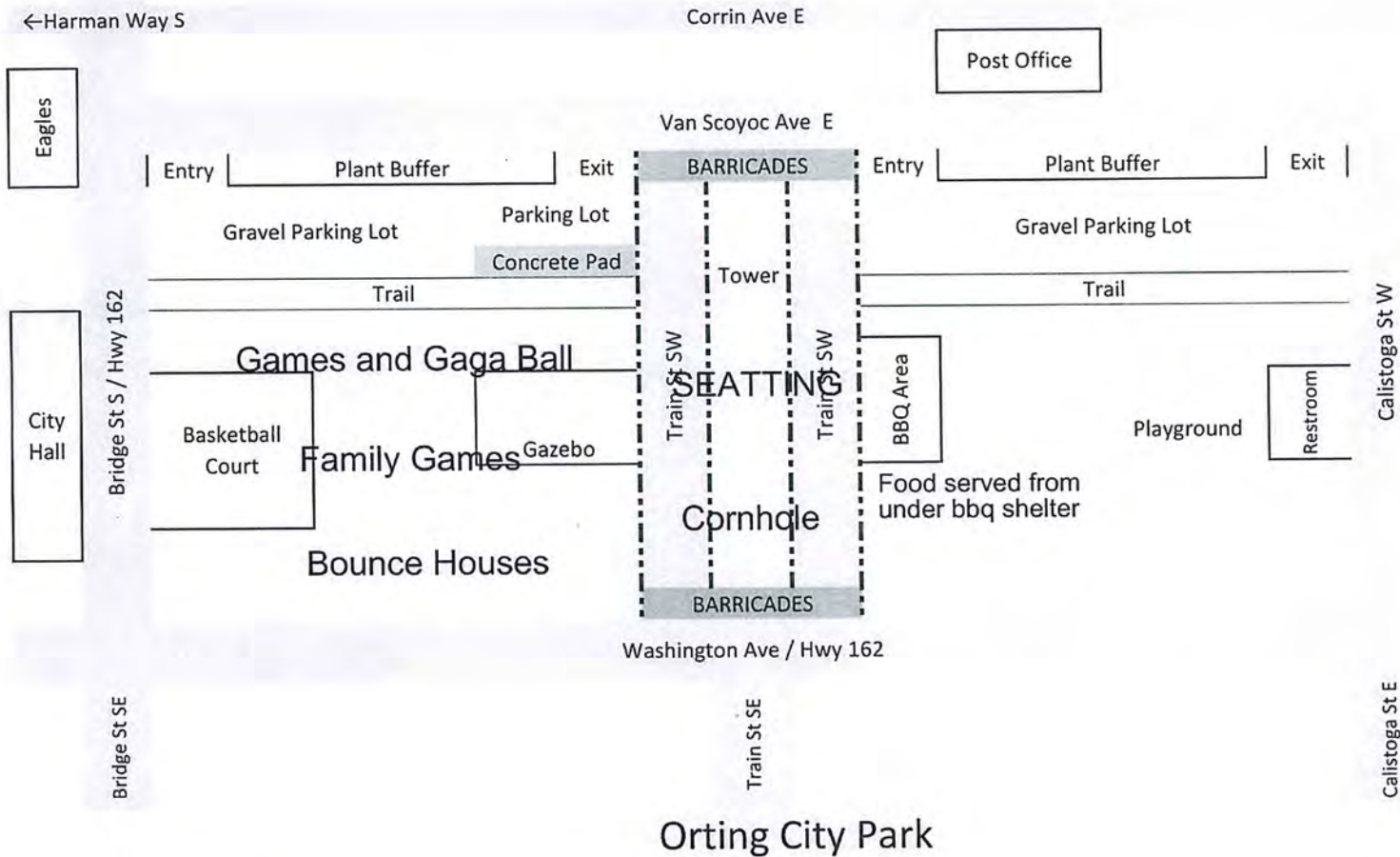
This event has always helped bring together our community from all backgrounds, ages, race, and season of life for a time to celebrate and have fun. It has always helped bring foot traffic into local businesses and built a sense of pride in our Community as we join all together for fun in the city park.

Please let us know if you have any questions going forward and when you would like a representative present at a council meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Karie Franks".

Karie Franks  
Director  
Orting Summerfest  
[ortingsummerfest@gmail.com](mailto:ortingsummerfest@gmail.com)



**Notes for Vendor Space:**

- South Park (along the trail from Bridge St. S to the Gazebo) 360 linear feet of vendor space available.
- South Park (in the grass between Gazebo and B-Ball Court) 170 linear feet of vendor space (245 feet including B-Ball Court)
- Main Park (along the trail from BBQ area to Big Toy) 200 linear feet of vendor space.
- Main Park (Grass area between BBQ structure and light pole) 70 linear feet of vendor space.









< Business Lookup

License Information:

New search Back to results

Entity name: ORTING FOURSQUARE CHURCH

Business name: ABUNDANT LIFE

Entity type: Association

UBI #: 602-434-892

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1005 ORTING KAPOWSIN HWY E  
ORTING WA 98360-8408

Mailing address: PO BOX 826  
ORTING WA 98360-0826

Excise tax and reseller permit status: [Click here](#)

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issue
Orting Nonprofit Business				Active	Oct-31-20	Aug-01-20



## Governing People May include governing people not registered with Secretary of State

Governing people	Title
GRASLEY, BRADLEY EVANS	Officer

## Registered Trade Names

Registered trade names	Status	First issued
ABUNDANT LIFE	Active	Jan-29-2015
ORTING COMMUNITY CENTER	Active	Jan-29-2015
ORTING SUMMERFEST	Active	Jan-29-2015

The Business Lookup information is updated nightly. Search date and time: 4/12/2024 9:47:20 AM

### Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





## PARKS & RECREATION

*Small town, Big fun!*

104 Bridge St. S. - PO BOX 489 - Orting, WA 98360  
recreationcityoforting.org - (253) 262-7842

April 15<sup>th</sup>, 2024

With regard to the "Orting Summerfest Block Party" event coordinated by the Orting Summerfest/Abundant Life Organization, the City of Orting would like to note that the City's Sponsorship of this event would only include non-religious activities during the event. This includes, but is not limited to, games, obstacle courses/bounce house, and food served beginning at 11:00am and lasting until 2:00pm.

Sponsorship has been requested for this event. The \$200 Special Event application fee was paid on April 8<sup>th</sup>, 2024.



**Special Event City Sponsorship Cost Estimate**

**Event Name: Orting Summerfest**

**Event Date & Time: August 25th, 2024, 11am-2pm**

**Applicant/Organization: Karie Franks, Orting Summerfest/Abundant Life**

<b>City Services Requested</b>	<b># of hours</b>	<b>Estimated Cost</b>
Use of Main City Park (includes Gazebo & BBQ area)		\$200.00
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
Event Advertisement (reader board & social media)		\$75.00
1 Public Works staff (estimated \$75/hr)	6	\$450.00
Police support (estimated \$115/hr each)	1	\$115.00
<b>Total Estimated Cost of Sponsorship*</b>		<b>\$1,475.00</b>

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





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**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Written Public Comments.	<b>AB24-43</b>	<b>CGA</b>		
		<b>5.1.2024</b>	<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b> Administration			
	<b>Date Submitted:</b> 4.25.2024			
	<b>Cost of Item:</b> N/A			
<b>Amount Budgeted:</b> N/A				
<b>Unexpended Balance:</b> N/A				
<b>Bars #:</b> N/A				
<b>Timeline:</b>				
<b>Submitted By:</b> Kim Agfalvi, City Clerk				
<b>Fiscal Note:</b>				
<b>Attachments:</b> Amended Council Rules of Procedure.				
<b>SUMMARY STATEMENT:</b>				
<p>With regards to written public comments, staff is recommending the following:</p> <ul style="list-style-type: none"> <li>• If written public comment is 300 words or less, the comment will be read into the record the night of the meeting.</li> <li>• If the comment is 301 words or more, staff will distribute the comments to Council at the meeting in hard copy form.</li> <li>• All comments will be posted publicly on the City website under the City Council packet section for retention and review.</li> <li>• 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.</li> <li>• Staff will include any comments received before the distribution of the packet in the packet for Council to review.</li> </ul>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve the amended Council Rules of Procedure as prepared.				



# **City of Orting**

## **City Council Rules of Procedure**

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## **1. General Rules**

### **1.1 Meetings to be Public:**

The meetings of the City Council shall be open to the public with the exception of executive sessions for certain limited topics (as defined in RCW Chapter 42.30). After minutes have been approved, the City Clerk will post the minutes on the website and retain the minutes in a fire proof safe or file, and retain them in accordance with Washington State Retention schedules.

### **1.2 Quorum:**

A simple majority of Councilmembers shall be in attendance to constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.

### **1.3 Attendance, Excused Absences:**

RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. The member shall contact the Mayor or the City Clerk prior to the meeting and state the reason for his/her inability to attend the meeting. The Mayor shall inform the Council of the member's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the City Clerk will make an appropriate notation in the minutes. If the motion is not passed, the City Clerk will note in the minutes that the absence is unexcused.

### **1.4 Remote Participation**

Councilmembers are encouraged to attend meetings in person as often as possible. In the event that you are not able to attend meetings in person remote attendance preferably visually, and audibly will be permitted.

### **1.5 Council Meeting Staffing:**

The City Administrator, City Clerk, City Treasurer, City Engineer and City Attorney shall attend all meetings of the Council unless excused. The staff may make recommendations to the Council and may take part in the discussions of the Council, but shall have no vote. The City Attorney shall give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

Other City staff may be asked to attend if their expertise is required to answer questions or make a report on a specific agenda item.

### **1.6 Journal of Proceedings:**

The City Clerk will keep an account of all proceedings of the Council. In accordance with statutory requirements, all proceedings will be either audio or video recorded and then written minutes will be prepared by the City Clerk, as the official record of the Council meeting. All Planning Commission and Civil Service Commission meetings will be audio recorded and written minutes shall be retained according to Washington State Record Retention Schedule. Committee meetings may be audio and video recorded and written minutes shall be retained according to Washington State Record Retention schedules.

### **1.7 Right of Floor:**

Any Councilmember desiring to speak shall be recognized by the Chair and shall confine his/her remarks to one subject under consideration or to be considered. Councilmembers may speak about the subject under consideration for a reasonable length of time.

### **1.8 Rule of Order:**

Except as otherwise provided herein, *Robert's Rules of Order* shall be the guideline procedures for the proceedings of the Council.

### **1.9 Councilmember Seating:**

A Councilmember's seat at the dais will be determined as follows or as mutually agreed upon by Council:

- (A) The Mayor shall sit in the center seat, and the Deputy Mayor shall sit to the Mayor's right.

## **2. Types of Meetings:**

### **2.1 Regular Council Meetings:**

The Council shall meet on the second, and last Wednesday of each month at 7:00 pm, at Orting City Hall (104 Bridge St S. Orting, WA 98360, or at another location the City Council may deem appropriate and noticed). The Council may reschedule regular meetings to a different date or time by a motion and majority vote of the Council. All meetings shall be open to the public.

#### **2.1.1 Regular Study Sessions:**

The Council shall hold, as regular meetings, study sessions at Orting City Hall on the third Wednesday of each month, at 6:00 pm., unless otherwise noticed. Study sessions may be used by the city council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of city issues or city council business.



## **2.2 Special Meetings and Workshops:**

Special meetings may be called by the Mayor or any three members of the Council in conformance with Chapter 35A.12 RCW. The City Clerk shall prepare a notice of the special meeting stating the time, place and business to be transacted. The City Clerk shall notify each member of the Council, as required by law, of the special meeting. The City Clerk shall give at least 24 hours' notice of the special meeting and post that notice to the City's website, to the City's official newspaper, The News Tribune, and to the front window at City Hall and at the location of the City Council meeting. No subjects other than those specified in the notice shall be considered during the meeting. The Council may not make final disposition on any matter not mentioned in the notice. All special meetings shall be open to the public. The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or of any three or more members of the Council. Discussions and conclusions shall be informal and do not constitute official actions of the Council.

## **2.3 Council Committee Meetings:**

There shall be three standing council committees: Public Works; Public Safety; and Community and Government Affairs. Committee assignments shall be made in accordance with Rule 3.9. There shall be two councilmembers on each committee, with one serving as Chairperson and one serving as Vice Chairperson. The Chairperson shall chair the Committee meeting. A Councilmember may attend a Council Committee meeting for a Committee to which he or she is not assigned, however the non-committee member attends the Committee meeting as an observer and the Chair or presiding officer of the Committee determines the extent of the Councilmember's participation in the meeting.

Council Committees shall establish a regular time, date location for their meetings, and the City Clerk will maintain a list of committee meeting times, dates and locations. All meetings shall be publicly noticed and open to the public.

Agenda items for Council Committee Meetings may be submitted by any of the following: (1) the Mayor; (2) the City Administrator or his or her designee; and (3) a Department Director, with consent of the City Administrator; and/or (4) a City Councilmember.

Unless otherwise stated in these rules, the Council Committee may make recommendations on agenda items to the Council for consideration at a study session. In the event of a dispute between the Chairperson and Vice Chairperson on a particular agenda item, where no consensus can be reached, both recommendations may be submitted to the full council to debate at a study session.

## **2.4 Emergency Meetings:**

An emergency meeting is a Special Council meeting called without 24-hour notice. An emergency meeting deals with injury or damage to persons or property or the

likelihood of such injury or damage, when time requirements of a 24-hour notice is impractical and would likely increase such injury or damage. Emergency meetings may be called by the City Administrator or the Mayor or two Councilmembers. The minutes will indicate the reason for the emergency.

## **2.5 Executive Sessions:**

An executive session is a Council meeting that is closed except to the Council, City Administrator and staff members and/or consultants authorized by the Mayor. The public is restricted from attendance and all matters discussed during an executive session are confidential. Executive sessions may be held during regular or special Council meetings or at separate meetings and will be announced by the Mayor. Executive session subjects are limited to considering matters authorized by state law, as set forth in RCW 42.30.110, including considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, pending litigation, public employment applications and public employee evaluation, and elective office appointments. Before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, the time when the executive session will be concluded and the potential for action by Council when it reconvenes. Should the session require more time, a public announcement shall be made by the City Clerk, extending the meeting to a specific time. At the end of that time, if the discussion has not concluded, the meeting shall, by public announcement, again be extended to a specific time. If the Council wishes to adjourn at the close of a meeting from executive session, that fact will be announced along with the estimated time for the executive session.

## **2.6 Council Contact outside an Official Meeting:**

Generally, Councilmembers have the same freedoms of association as any other citizen. Councilmembers must take great care when present at the same social, unofficial functions, or in any public setting to refrain from engaging in any activity which could be interpreted as de facto deliberation or action on a matter of city business.

# **3. Chairs and Duties**

## **3.1 Chair:**

The Mayor shall preside as Chair at all meetings of the Council, except as otherwise stated in these rules. In the absence of the Mayor, the Deputy Mayor shall preside. In the absence of both the Mayor and Deputy Mayor, the Council shall elect a Chair for that meeting.

## **3.2 Call to Order:**

The meetings of the Council shall be called to order by the Chair.

### **3.3 Preservation of Order:**

The Chair shall preserve order and decorum; prevent attacks on personalities or the impugning of members' motives and confine members in debate to the question under discussion.

### **3.4 Points of Order:**

The City Attorney who is the parliamentarian, shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the parliamentarian be sustained?"

### **3.5 Questions to be stated:**

The Chair shall state all motions submitted for a vote and announce the result. A roll call vote may be taken by the City Clerk on any question at the request of the Mayor or any member of the City Council.

### **3.6 Mayor – Powers:**

The Mayor may not make or second motions, but may participate in debate to the extent that such debate does not interfere with chairing the meeting. If the Mayor wishes to participate vigorously in the debate of an issue, the Mayor shall turn over chairing of that portion of the meeting to the Deputy Mayor, or to another Councilmember if the Deputy Mayor is absent. The Mayor's voting rights and veto power are as specified in RCW 35A.12.100.

### **3.7 Duties:**

#### **The Mayor or designee shall:**

- (A) Be the official spokesperson for the City.
- (B) Act as the official head of the City for all ceremonial purposes.
- (C) Sign contracts and other documents as appropriate on behalf of the Council.
- (D) Observe and enforce all policies and procedures adopted by the Council.
- (E) Act as presiding officer at all meetings of the Council.
- (F) Preserve order and decorum in the Council Chambers.
- (G) Recognize Councilmembers in the order in which they request the floor.
- (H) Endeavor to keep the discussion moving and within a reasonable timeframe.
- (I) Share information with Councilmembers on meetings, issues, etc., that the Mayor has received as part of his/her official status as Mayor.

### **3.8 Deputy Mayor – Powers:**

- (A) In the event of the temporary disability or illness of the mayor the Deputy Mayor will assume the Mayor's powers.

### **3.9 Deputy Mayor -- Duties:**

- (A) Term of the Deputy Mayor shall be one year. ( February 1<sup>st</sup>, to January 31<sup>st</sup>.)

- (B) Vacancy of Deputy Mayor

- 1. Planned Vacancy. In the event the Deputy Mayor plans to vacate the office of Deputy Mayor prior to the end of their term, Council shall appoint a new Deputy Mayor based on the Deputy Mayor selection process at the last regular Council meeting the current Deputy Mayor will attend to complete the term.

- 2. Unplanned Vacancy. In the event the Deputy Mayor vacates the office of Deputy Mayor without prior notice before the end of their term, Council shall appoint a new Deputy Mayor based on the Deputy Mayor selection process at the next regular Council Meeting to complete the term.

- (C) Election of Deputy Mayor. At the first meeting of January, the Council shall elect a Deputy Mayor (DM) for a term of one year, beginning February 1<sup>st</sup>, and ending the last day of January.

- (D) The election process shall be as follows:

- 1. The Deputy Mayor shall serve as the Chair for the nomination process for the position of DM, unless they are a nominee in the process, at which time it will be turned over to the Mayor as Chair. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary.

- 2. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Second nominations will then be accepted.

- 3. Nominations may be made by another Councilmember, or by self.

- 4. Nominations may include brief supporting comments by the Councilmember.

- 5. A Councilmember may withdraw their nomination from consideration.



6. Nominations do not require a second.
7. After nominations have been closed (see #2 above for second nominations), each nominee will have an opportunity to speak, either at their seat or at the podium. If the nominee chooses to speak, it may not be for longer than three minutes, with a fifteen second wrap-up period. Then voting for DM will precede:
  - a. Voting will be according to alphabetic order, A-Z of nominations made. Any second vote will be by reverse order, Z-A; continuing to reverse as necessary for subsequent votes. This is done to be as fair as possible to all nominees.
  - b. If there is **only one nominee** for the position, the Chair will open the floor for a motion and appointment.
  - c. If there are **two nominees**, the following scenario will be followed:

**Scenario #1: 2 Nominees, 7 standing Councilmembers**

1. Clerk does a roll call for Councilmembers on their preferred candidates
  2. Nominee A receives 3 votes
  3. Nominee B receives 4 votes
  4. Deputy Mayor is chosen (Nominee/Candidate B) by majority consensus, no further motion of appointment necessary.
- d. If there are **three or more nominees**, the following scenarios will be followed:

**Scenario #1: 3 or more Nominees, 7 standing Councilmembers**

1. Clerk does a roll call for Council-members on their preferred candidates
2. Nominee A gets 3 votes
3. Nominee B gets 2 votes
4. Nominee C gets 2 votes
5. Nominee A is chosen as Candidate A. Chair sets a second ballot for Nominees B & C to determine second candidate.
6. Clerk does a roll call for Councilmembers on their preferred candidate
7. Nominee B gets 3 votes
8. Nominee C gets 4 votes

9. Nominee C is chosen as Candidate B.
10. Clerk does a roll call for Councilmembers on the two final candidates
11. Candidate A gets 2 votes
12. Candidate B gets 5 votes
13. Deputy Mayor is chosen (Candidate B) by majority consensus, no further motion of appointment necessary.

**Scenario #2: 3 or more Nominees, 7 standing Councilmembers**

1. Clerk does a roll call for Councilmembers on their preferred candidates
2. Nominee A gets 3 votes
3. Nominee B gets 3 votes
4. Nominee C gets 1 vote
5. Chair need not set a second ballot as there is a top-two
6. Clerk does a roll call for Councilmembers on their preferred candidate from A & B
7. Candidate A gets 5 votes
8. Candidate B gets 2 votes
9. Deputy Mayor is chosen (Candidate A) by majority consensus, no further motion of appointment necessary.

**Scenario #3: 3 or more Nominees, 7 standing Councilmembers**

1. Clerk does a roll call for Councilmembers on their preferred candidates.
2. Nominee A gets 4 votes
3. Nominee B gets 2 votes
4. Nominee C gets 1 vote
5. Deputy Mayor is chosen (Nominee/Candidate A) by majority consensus, no further motion of appointment necessary.

8. The goals of this procedure are, above all: public transparency, consensus, respect, and fairness.

(E) When filling Council vacancies, see section 8.

(F) An appointment committee consisting of the Deputy Mayor, one (1) Councilmember, and the Mayor shall recommend assignments for the Council Committee Chair and Vice-Chair positions in accordance with the following procedure:

- a) The appointment committee shall provide recommendations for Council Committee assignments to the full Council for its approval no later than the first regular meeting in February.

- b) Each Council member shall be assigned to at least one (1) Council Committee, with the exception of the Deputy Mayor who shall chair the study session and shall not be assigned a role in a Council Committee.
- c) Chairperson selection shall be based on seniority, balance of experience, knowledge and interest prior to assignment.
- d) The appointment committee shall give weighted consideration for those working on long range project.

### **3.10 Councilmember - Powers:**

Any Councilmember may bring forth an item, resolution or ordinance by submitting a timely request to the City Clerk for inclusion on a Council Committee's Agenda or Study Session Agenda. At the request of the Councilmember(s) sponsoring the proposed legislation, their name(s) shall appear on the agenda indicating such sponsorship.

### **3.11 Councilmember – Duties:**

Councilmembers are individually responsible for gathering additional information on issues, calling staff with questions or requesting information to be included in Council Meeting Packets. Councilmembers who attend meetings of another jurisdiction or regional meetings should provide a report.

## **4. Order of Business and Agenda**

### **4.1 Order of Business:**

The order of business for all regular meetings shall be transacted as follows unless the Council, by a majority vote of the members present, suspends the rules and changes the order:

- 1. Call to Order:** The Mayor calls the meeting to order.
- 2. Pledge of Allegiance**
- 3. Roll Call:** The Mayor requests a roll call of Councilmembers and indicates whether an absent Councilmember has requested an excused absence. Excused absences will be handled as stated in Section 1.3 of this document. After roll call any additions or deletions to the agenda should be addressed.
- 4. Public Comments:** Members of the audience may comment on items relating to any matter not on the agenda. Comments are limited to three minutes, or for a person speaking on behalf of a group or organization, comments are limited to five minutes. No speaker may convey or donate his or her time for speaking to another speaker. Persons addressing the Council will be requested to step

to the podium and give their name and address for the record. [\(See section 7.6 for full public comment rules\)](#)

**5. Awards, Confirmations & Presentations:** The Mayor makes announcements of upcoming meetings and events. Other special presentations may also be scheduled at this time.

**6. Public Hearings:** See Section 6.

**7. Consent Agenda:** The Consent Agenda contains items which are of a routine and non-controversial nature which may include, but are not limited to, the following: meeting minutes, payroll, and claims. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Councilmember.

**8. Commission Reports & Committee Reports on Titles of Agenda Bills Moving To Study Session From Committee.**

**9. Old Business**

**10. New Business**

**11. Executive Session**

**12. Adjournment**

#### **4.2 Council Agenda:**

**4.2.1 Regular Council Meetings.** The Mayor, City Administrator and the City Clerk shall prepare the agenda for Council meetings. Subject to the Council's right to amend the agenda, no legislative item shall be voted upon which is not on the Council agenda, except in emergency situations (defined as situations which would jeopardize the public's health, safety or welfare). An item may be placed on a Council regular meeting agenda by any of the following:

- (A) The Deputy Mayor or a majority of the Council (after consideration of the item at a study session);
- (B) The Mayor
- (C) The City Administrator or a Department Director, with the approval of the City Administrator.

Agenda items shall be submitted in final form to the City Clerk no later than 12:00 pm on the Thursday prior to the meeting.

**4.2.2 Regular Study Sessions.** An item may be placed on a Council study session agenda by any of the following:



- (A) A Councilmember;
- (B) A Council Committee, per Rule 2.3;
- (B) The Mayor; or
- (D) The City Administrator, or a Department Director with the approval of the City Administrator.

Agenda items shall be submitted in final form to the City Clerk no later than 12:00pm on the Thursday prior to the meeting.

Items reviewed by Committee will be scheduled for Council review at a study session, per committee recommendation (see Rule 2.3). Committee Chairs will notify the City Clerk of any upcoming Council agenda items or hearings, so that proper notification may be made.

An item may be delayed if the Mayor and/or City Administrator know it is of particular importance to an absent Councilmember.

#### **4.3 Ordinances:**

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after publication in the City's official newspaper, The News Tribune. Ordinances may be passed under any of the agenda sections.

The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda. The City Attorney shall review the ordinance prior to placing it before the City Council for their consideration.

Upon enactment of the ordinance, the City Clerk shall obtain the signature of the City Attorney and the Mayor. The City Clerk is responsible for notifying American Legal Publishing of new ordinances, so that they will be codified, and Ordinance titles or summaries shall be published in the official newspaper, The News Tribune as a legal publication in the first publication following enactment.

#### **4.4 Resolutions:**

Resolutions are adopted to express Council policy or to direct certain types of administrative action by the Mayor. A resolution may be changed by adoption of a subsequent resolution. Resolutions may be passed under any of the agenda sections.

The City Clerk shall assign a permanent resolution number prior to placing the resolution on the agenda. The City Attorney shall review the resolution prior to placing it before the City Council for their consideration.

Upon enactment of the resolution, the City Clerk shall obtain the signature of the City Attorney and the Mayor. After the Mayor's signature, the City Clerk shall sign the resolution.

#### **4.5 Council Packets:**

Agendas and packets will be provided to the City Council by 5 pm the Friday prior to the meeting. The City Clerk will post the Agenda Packet on the City's Website and an agenda on the front window of City Hall. Agendas and packet materials will be available at the Council meeting and may be requested at City Hall from the City Clerk by the public.

#### **4.6 Council Confirmation of Mayoral Appointments:**

In addition to select Councilmember participation in any Mayoral-defined hiring process, the Council will, per Ordinance 961, confirm the appointment of certain mayoral appointments prior to final hiring actions.

Currently the appointment of the City Administrator, Finance Director, City Clerk, Police Chief, City Attorney, Public Works Director, Building Inspector/Official, and Parks and Recreation Director are subject to Council confirmation. The confirmation of the Municipal Judge is provided pursuant to OMC Chapter 1-10.

The confirmation process, if circumstances allow, should be scheduled for televised meetings. These meetings should be broadly advertised via the official publication, reader boards, City website, social media pages, etc. to allow maximum public notification. The Mayor may request a Special Meeting if pressing and extenuating hiring circumstances exist.

The confirmation process is as follows:

- (A) Prior to the meeting, the Council will be provided a copy of the Employment Application and/or resume (with personal information redacted) for review in the Council Packet. Staff may provide other pertinent information as appropriate.
- (B) During the Confirmation agenda item of the Council meeting the:
  1. Mayor or City Administrator will introduce the nominated applicant and briefly recap the process that resulted in the nominee being selected for the position,
  2. The applicant (if available to attend) will provide a brief background and description of their qualifications to the Council.
  3. Council will have a question and answer opportunity with the applicant and/or staff to last up to 30 minutes (time may be extended upon majority Council consent), and

4. Public Testimony will be taken with each speaker given a maximum of three minutes to provide comments. All comments must be directed toward the Chair and limited to the confirmation discussion. Two-way discussions are discouraged.
- (C) An executive session in accordance with RCW 42.30.110(g) may be requested by any Councilmember to “evaluate the qualifications of an applicant for public employment or to review the performance of a public employee” if questions or concerns arise that should not be discussed in a public forum. Final actions must take place in an open meeting.
- (D) After the question and answer session, upon resumption of the regular meeting after an Executive Session (if requested), and upon a motion, the Council will vote to confirm the hire/ nomination on a simple majority vote of the present Council quorum.

## 5. Consensus, Motions and Decorum

### 5.1 Consensus Votes:

When a formal motion is not required on a Council action or opinion, a consensus voice vote may be taken. The Chair will state the action or opinion. The Council as a group will indicate concurrence or non-concurrence. When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.

### 5.2 Motions:

- (A) **Making a Motion.** Motions shall be clear and concise and not include arguments for or against the motion within the motion. No motion shall be entertained or debated until duly seconded and announced by the Chair. A motion that does not receive a second dies. After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second. After a motion has been made and seconded, the Councilmember making the motion may speak to the motion and then the Council may discuss their opinions on the issue prior to the vote. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- (B) **Audience Comment.** Audience comment on a motion may be taken after the briefing on the motion occurs and before the motion is voted on by the Council.
- (C) **Restatement of Motions.** The City Council votes on motion as restated by the Chair if the motion is amended.
- (D) **Votes on Motions.** Each member present shall vote on all questions put to the Council except on matters in which he or she has a conflict of interest. If

a conflict of interest exists, such member shall disqualify himself or herself prior to any discussion of the matter. If a majority of Council arrives at a consensus to put up an issue for vote and a Councilmember is not there when the vote takes place, the Councilmember cannot bring the item back.

- (E) Failure to Vote on a Motion.** Any Councilmember present who fails to vote without a valid disqualification shall be declared to have voted in the affirmative on the question.
- (F) Unanimous Vote.** If the vote is unanimous, the Mayor shall state that the motion has passed unanimously according to the number of Councilmembers present such as “7-0” or “6-0”.
- (G) Roll Call Vote.** If a vote is not unanimous, and the Mayor or a Councilmember requests it, each Councilmember shall state his/her vote and the City Clerk shall record it. The City Clerk then restates the outcome of the vote. For example, the outcome may be restated as, “Councilmembers A, B, C and D vote ‘yes’. Councilmembers E, F and G vote ‘no’. The vote is 4-3 to adopt Ordinance No\_\_\_\_\_. The motion carries.”
- (H) Tie Vote.** A motion that receives a tie vote is deemed to have failed.
- (I) Topic Closed.** Once a vote on a motion has been taken, the topic of motion is closed for the remainder of that meeting.
- (J) Withdrawal of Motion.** A motion may be withdrawn by the maker of the motion at any time before a vote is taken without the consent of the Council. If the motion had received a second, the Councilmember making the second must also agree to withdraw or the motion remains on the table for discussion, debate and disposition.
- (K) Motions to Reconsider.** A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.
- (L) Motion to Lay on the Table.** A motion to table shall preclude all amendments or debates of the issue under consideration. It requires a second, is not debatable, is not amendable, and requires a majority vote. The purpose of the motion to lay on the table is to temporarily set aside the motion in order to conduct other more urgent business. A motion not taken from the table by the close of that meeting or the next regular meeting dies on the table. If the motion to table prevails, the matter may be “taken from the table” by motion which requires a second, is not debatable and requires a majority vote. When a motion is taken from the table, everything is in the same condition as it was when laid on the table, including any amendments



to the original motion that received an affirmative vote prior to the motion to table.

- (M) Motion to Postpone to Date Certain.** A motion to postpone to a time certain requires a second, is debatable, is amendable, requires a majority vote and may be reconsidered at the same meeting. The original motion being postponed must be considered at a time certain at a future regular or special Council meeting.
- (N) Motion to Postpone Indefinitely.** A motion to postpone indefinitely requires a second, is debatable, is not amendable, and takes precedence over the main motion and requires a majority vote. This motion assists in disposing of the main motion. Its purpose is to reject a main motion without a vote on the main motion. Postponed indefinitely is an indirect or polite motion by which a main motion may be disposed of.
- (O) Motion to Call for the Question.** A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- (P) Motion to Amend.** A motion to amend is defined as amending a motion that is on the floor and has been seconded by inserting or adding, striking out, striking out and inserting, or substituting. Motions that cannot be amended include a motion to adjourn, to amend the agenda order, lay on the table, for a roll call vote, for a point of order, for reconsideration and take from the table. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (Q) Interpretation.** The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature that may arise at a Council meeting.
- (R) Order of Precedence.** All cases not provided for in these rules shall be governed by the most current version of Robert's Rules of Order Newly Revised. In the event of a conflict between Robert's Rules of Order and these Council rules, these Council rules shall prevail.

### **5.3 Council Relations with City Staff:**

The following guidelines should be adhered to:

- (A)** There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.

- (B) City staff shall acknowledge the Council as policy makers, and the Councilmembers shall acknowledge the City staff as administering the Council's policies.
- (C) Councilmembers with particular interest in an item or topic should be given a courtesy call if that item is rescheduled.
- (D) Councilmembers shall not attempt to direct City staff in performing their regular daily functions.
- (E) No Councilmember shall direct the City staff to initiate any action or prepare any report, or initiate any project or study without the consent of the Mayor. New initiatives having policy implementation shall be directed to a Council Committee for consideration.
- (F) Individual requests for information can be made directly to any staff member. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator.
- (G) To provide staff the necessary preparation time, Councilmembers will provide staff advance notice of any questions or concerns they may have regarding an agenda item prior to a public meeting, if possible.

#### **5.4 Council Representation to any Media and other Organizations:**

Councilmembers shall use the following guidelines when speaking with the media:

- (A) If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.
- (B) Councilmembers need to have other Councilmembers' concurrence before representing: (1) another Councilmember's view or position, or (2) the majority of Council's view or position with the media, another governmental agency or community organization.
- (C) As a matter of courtesy, letters to the editor, interviews or other communication by a Councilmember of a controversial nature, which do not express the majority opinion of the Council, should be presented to the full Council and Mayor prior to publication so that the Councilmembers may be made aware of the pending publication.

## **6. Public Hearing Procedures**

### **6.1 Definition of Public Hearing:**

There are two types of public hearings: legislative and quasi-judicial. Legislative hearings focus on broad policy with general application. Quasi-judicial hearings focus on the rights of specific parties and decisions must be based on a formal record. The Mayor will state the public hearing procedures before each public hearing, staff and/or consultants will introduce the topic. Citizens may comment on public hearing items.

### **6.2 Speaker Sign-In:**

Prior to the start of a public hearing the Mayor may require that all persons wishing to be heard sign in with the City Clerk, giving their name and whether they wish to speak as a proponent, opponent or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Mayor will establish time limits and otherwise control presentations. (The speaking time limit is three minutes per speaker or five minutes when presenting the official position of an organization or group). The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).

### **6.3 Conflict of Interest/Appearance of Fairness:**

Prior to the start of a public hearing, the Chair will ask if any Councilmember has or may have an interest or may have engaged in an ex-parte communication which could, pursuant to Ch. 42.23 RCW or Ch. 42.36 RCW, prohibit or disqualify the Councilmember from participating in the public hearing process.

A Councilmember who refuses to step down after challenge and the advice of the City Attorney, a ruling by the Mayor or Chair and/or a request by the majority of the remaining members of the Council to step down, is subject to censure. The Councilmember who has stepped down shall not participate in the Council decision nor vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration, provided, however, that nothing herein shall be interpreted to prohibit a Councilmember from stepping down in order to participate in a hearing in which the Councilmember has a direct financial or other personal interest. The appearance of fairness doctrine applies only during quasi-judicial hearings. The conflict of interest provisions, however, apply anytime there will be a vote by the council on a contract. Normally, an announcement would not be required for a vote in which a conflict would occur and it is up to the elected official to bring up the conflict. The City Attorney may prompt the Councilmember to remove him or herself or not participate in the vote. However, if there is a conflict, this must be announced on the record before the vote. The Councilmember is not required to leave during the vote or discussion, but may not participate in the vote.

- (A) Types of Hearings that the appearance of fairness doctrine applies. The Appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of areawide zoning ordinances or the adoption of a zoning amendment that is of areawide (versus site-specific) significance under RCW 42.36.010.
- (B) Obligations of Council Members. Council members should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Council member or a Council member's business associate, or a member of the Council member's immediate family. It could involve ex parte (outside the hearing) communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Council member's employer with the proponents or opponents, announced predisposition, and the like. Prior to any quasi-judicial hearing, each council member should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Council member should disclose such facts to the City Attorney.
- (C) Anyone seeking to disqualify a Council member from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known, or reasonably should have been made known, prior to the issuance of the decision. Upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Council member shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made in the course of a quasi-judicial hearing, the Council member shall either recuse him/herself or the Presiding Officer shall call a recess to permit the City Attorney to render an opinion.

#### **6.4 The Public Hearing Process: Open Record**

The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his/her right to free speech.



- (A) All comments by proponents, opponents or other members of the public shall be made from the podium; individuals making comments shall first give their name and address.
- (B) No comments shall be made from any other location, unless is it is impractical to make comment from the podium. Anyone making “out of order” comments shall be subject to removal from the meeting. If a citizen is disabled and requires accommodation, the citizen is required to advise the City Clerk.
- (C) There will be no demonstrations during or at the conclusion of a public hearing.
- (D) The order for a public hearing shall be as follows:
  - 1. The Chair calls upon City Staff to describe the matter under consideration.
  - 2. The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.
  - 3. The Chair inquires as to whether any Council-member has questions to ask the proponents, opponents, speakers or staff. If any Council-member has questions, the appropriate individual will be recalled to the podium.
  - 4. The Chair continues the public hearing to a specific time or closes the public hearing.

#### **6.5 The Public Hearing Process for Quasi Judicial Matter: Closed Record.**

The procedure for Public Hearings involving a Quasi-Judicial closed record appeal shall be substantially as follows:

- (A) The closed record appeal for the (state name of application) is now open. There has been an open record hearing before the Hearing Examiner. Under state law, there is only one public hearing allowed in this proceeding. This closed record appeal means the Council will base its decision on the record developed at the public hearing before the Hearing Examiner; therefore, no new testimony is allowed except in very limited circumstances. If a party has submitted a motion to supplement the record, Council will deliberate and vote on that motion before hearing argument from the parties.
- (B) Comments from the parties must be in the nature of argument only, based on and limited to facts in the written and oral record developed before the Hearing Examiner. If anyone presents comments that are not based on facts in the record, anyone may make an objection. If an objection is made, the person speaking will stop until the issue of the objection is resolved.
- (C) All comments shall be made from the podium. Please speak slowly and clearly because this hearing is being recorded. If anyone requires special

accommodation in order to speak, please let me know and we will make arrangements.

- (D) Each party will have 15 minutes to present arguments. The appealing party will go first and will have the right to reply at the end of argument if they reserve time. The Council can ask questions at any time.
- (E) Before arguments begin, I'll remind the Council that this hearing is quasi-judicial in nature, and therefore the appearance of fairness and conflict of interest rules apply. Quasi-judicial actions are defined as actions of the Council that determine legal rights, duties, or privileges of specific parties in a hearing. The public hearing must be fair in three respects: form, substance and appearance. All council members should now give consideration as to whether they have (1) a demonstrated bias or prejudice for or against any party to the proceedings; (2) a direct or indirect monetary interest in the outcome of the proceedings; (3) a prejudgment of the issue prior to hearing the facts on the record, or (4) ex parte contact with any individual, excluding administrative staff, with regard to an issue prior to the hearing. Does any Council member have an Appearance of Fairness or Conflict of Interest issue or disclosure to make? Seeing none, . . . (to next item, or if there is a question or disclosure, refer to City Attorney.)
- (F) Is there anyone in the audience who objects to my participation or any other Council member's participation in these proceedings? (Refer any affirmative answer to City Attorney.)
- (G) The purpose of this hearing is for the Council to hear the appeal and to take action relating to the (name of proposal – from the agenda). Each party will have 15 minutes to present arguments. The appealing party will go first and will have the right to reply at the end of argument if they reserve time. The Council can ask questions at any time.
- (H) Are there any written materials that have been submitted to the Council? (Any documents are given to City Attorney, who will read or summarize the document and should include the hearing examiner decision and any briefs filed by the parties)
- (I) Proceed to arguments.
- (J) Proceed to Council discussion. There being no further comment, I will close this portion of the hearing. It is now in order for the Council to discuss this matter and for a Council member to make a motion to take action or postpone. RCW 42.30.140(2) allows, but does not require, the Council to deliberate (but not vote) on quasi-judicial matters in a closed session. Does any Councilmember wish to make a motion to adjourn to a closed session for deliberation? (If so, vote on motion if it passes, adjourn for a set period of time for deliberations) b. If no one wants to go to a closed session, or the vote to do so fails due to a lack of majority vote in support, the Council will deliberate in an open session.

- (K) The Council shall make a motion and render its decision, directing the City Attorney, or designee, to draft the written decision.

## **7. Duties and Privileges of Media and Citizens**

### **7.1 Media Representation:**

Seating space shall be provided for the media at each public meeting. The media shall also be provided with a packet containing the background information provided to the Council.

### **7.2 Meeting Participation:**

Citizens are welcome at and encouraged to attend all Council meetings. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker a citizen, Councilmember or staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting. Cell phones will be silenced and not used for phone calls during council meetings.

### **7.3 Subjects Not on the Current Agenda:**

Under agenda item "Public Comments" citizens may address any item not already on the agenda. They shall first obtain recognition by the Chair, stand at the podium, state their name, address and subject of their comments. The Chair shall then allow the comments, subject to a three-minute limitation per speaker and five-minute limitation per speaker representing a group or organization, or other limitations as the Chair may deem necessary. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council committee for action or investigation and report at a future meeting.

### **7.4 Public Comments and Suggestions to Council:**

When citizen comments or suggestions unrelated to the agenda are brought before the City Council, the Chair shall first determine whether the issue is legislative or administrative in nature and then:

- (A) If the issue is legislative, and comments on the letter or intent of a legislative act or is a suggestion for changes to such an act, and if any Councilmember suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, City Administration, City Attorney or the Council as a whole for study and recommendation.
- (B) If the issue is administrative and comments on administrative staff performance, administrative execution of legislative policy or administrative

policy within the authority of the City Administrator, the Chair should then refer the complaint directly to the City Administrator for his/her review if the complaint has not yet been reviewed. The City Council may direct that the City Administrator report to the Council his/her response and resolution.

## **7.5 Personal and Slanderous Remarks:**

Any person making personal, offensive, impertinent or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the meeting and may be barred from further audience participation before the Council during that Council meeting by the Mayor.

Any councilmember making personal, offensive, impertinent or slanderous remarks to a member of the audience, city staff member or another councilmember will be asked to refrain. If the remarks continue he/she may be asked to leave the meeting.

## **7.6 Written Communications:**

A. Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council had control at any time. The written communication may be submitted by direct mail, e-mail, text message or by addressing the communication to the City Clerk who will distribute copies to the Mayor and Councilmembers. ~~The communication will be entered into the record without the necessity for reading as long as sufficient copies are available to members of the audience/public.~~

B. Citizens may send written comments to the clerk via email at [clerk@cityoforting.org](mailto:clerk@cityoforting.org) by 3:00pm the day of the meeting. Written comments received before 3pm that are 300 words or less will be read into the record during the public comment portion of the meeting. Written comments received before 3pm the day of the meeting that are 301 words or more will be distributed to the Council in hard copy form at the meeting.

C. All comments received shall be posted publicly on the City of Orting website: [www.cityoforting.org](http://www.cityoforting.org). Staff may include written comments in the Council Agenda Packet if they are received before the distribution of the packet to Council.

## **7.7 Video Recording of Public Meetings:**

All public meetings of the City of Orting, including but not limited to regular and special meetings of the City Council, committee meetings and commission and board meetings may be recorded by members of the public, including members of the media. The City reserves its right to place restrictions on the location of all recording equipment, so as to ensure the recording equipment does not pose a safety hazard, and that the recording does not hinder the public's attendance or disrupt the decorum of the meeting. Failure to comply with the City's request to move recording equipment may result in expulsion from the meeting.



In order to preserve the decorum of the regular, special, and committee meetings of the City Council, all recording equipment shall be placed in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting.

## **8. Filling Council Vacancies and Selecting Deputy Mayor**

### **8.1 Notice of Vacancy:**

If a Council vacancy occurs, the Deputy Mayor will take the lead with the assistance of two councilmembers and guide the Council through the procedures as outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available, until an election is held, the Council will widely distribute and publish a notice of the vacancy, procedure, deadline for applying for the position and the date of the interview.

### **8.2 Application Procedure:**

Each applicant will submit a written request to the City Clerk prior to the posted deadline.

### **8.3 Interview Process:**

All candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting. The order of the interviews will be determined by a drawing of names. Applicants will be asked to answer questions posed by each Councilmember during the interview process. Each candidate will be allowed two minutes for opening and closing comments. Candidates may not make comments or responses about other applicants.

### **8.4 Selection of Councilmember:**

The Council may recess into executive session to discuss the qualifications of all candidates. Nominations via a motion, voting and selection of a person to fill the vacancy will be conducted during an open public meeting. If no motion is made, none of the candidates shall be selected.

The City Clerk will prepare the Oath of Office and the Mayor, The City Administrator or the City Clerk may swear in any newly-appointed Councilmember. The new Councilmember will immediately take his/her seat with the Council.

### **8.5 Selecting Deputy Mayor:**

The Deputy Mayor will be selected by a majority of the Councilmembers annually at the first Council meeting in January.

## 9. Committees and Commissions

### 9.1 Citizen Committees, Boards and Commissions:

The Council will create committees and commissions to assist in the conduct and operation of city government with such duties as are consistent with the Orting Municipal Code.

### 9.2 Types of Committees:

There shall be four types of committees in the City of Orting.

- (A) Standing Committees. Such committees will be established to conduct business by the Deputy Mayor plus one council member and the mayor when delegated to the legislative body and approved by the council.
- (B) Ad Hoc Committees. Such Council Advisory Committees are to investigate a specific subject and report back to the City Council. Such a group may be chaired by a council-member. Typically, such a Committee would focus on a policy issue or legislative matter.
- (C) Citizen Advisory Commissions. Such groups are formed to promote citizen participation on a particular subject and provide guidance on community views on a subject to the Council, for example Parks and Planning Commissions.
- (D) Mayor's Committee. Such Committees are formed to investigate a specific operational issue and report back to the Mayor and City Council. It may be chaired by a councilmember or the Mayor.

### 9.3 Membership and Selection:

Membership and selection of members shall be as provided by the Mayor or designee and confirmed by the Council. Any committee or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. Committees so appointed shall have advisory powers to the Council except as otherwise specified in the Orting Municipal Code (OMC).

### 9.4 Committee Meetings:

Committees shall establish a regular time, date location for their meetings. The City Clerk will maintain a list of committee meeting times, dates and locations. Committees may make recommendations for action to the Council as a whole. Councilmembers who do not serve on a committee with questions or concerns about an agenda item, are responsible to contact staff or a committee member prior to the meeting to express their concern or need for additional information.

## **9.5 Committee Records:**

Draft summaries of each meeting will be prepared by a committee member or the staff assigned to the committee by the City Administrator and distributed to each Councilmember. Verbal reports may be given at Regular and Special Council meetings as requested by a committee member, the committee chair, the Mayor or any member of the Council.

## **9.6 Open Public Meetings Act:**

The City Council Committees shall comply with the state's "Open Public Meetings Act."

## **9.7 Removal of Members of Boards and Commissions:**

The Mayor may remove any member of any commission based upon the following criteria.

- (1) Parks Advisory Board: Three consecutive unexcused absences will result in automatic removal. (OMC 2-5-2)
- (2) Planning Commission: The mayor may remove after a public hearing and with approval by the council. (OMC 2-1-3)
- (3) Civil Service Commission: Any member of the commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause. (RCW 41.12.030)

## **10. Public Records**

### **10.1 Public Records:**

Records created or received by the Mayor or any Councilmember should be transferred to the City Clerk for retention by the City in accordance with the Public Records Act, Chapter 42.56 RCW. Public records that are duplicates of those received by, or in the possession of the city, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained; should be referred to the City Attorney.

### **10.2 Electronic Mail:**

Electronic communications that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute public records.

### **10.3 Open Public Meetings Act Regarding Electronic Mail:**

E-mails between elected officials of a governing body can implicate the Open Public Meetings Act. If discussing city business with a fellow Councilmember via e-mail, it can constitute a meeting and all the requirements for a public meeting would have to be met or a violation of the Act could occur.

## **11. Council Travel Policy**

### **11.1 Applications:**

The provisions of Chapter 42.24 RCW and the Budgeting, Accounting, and Reporting Systems (BARS) manual prescribed by the Washington State Auditor's Office apply. The City of Orting reimburses its elected or appointed officials for reasonable travel, subsistence and related expenses incurred conducting City business provided the expenses are prudent and directly related to the individual's service on behalf of the City.

### **11.2 Administration:**

The Finance Director administers the travel and expense reimbursement program, designs and distributes forms and instruction and carries responsibility for review of claims. Claims will not be allowed without a detailed account of monies spent certified by the individual making the claim as required by the Division of Municipal Corporations in the Office of the State Auditor.

### **11.3 Documentation:**

Claims for personal reimbursement must be made on official forms, be accompanied by the vendor's original receipt or bankcard charge slip showing the date, vendor imprinted name, amount paid and the items/services received, and must be certified correct and signed by the individual seeking reimbursement.

In addition to the documentation above, claims for business related meals require the following documentation:

- (A) The names of the individuals participating.
- (B) Their official title or capacity as it relates to city business.
- (C) The nature of the topics discussed, nature of the occasion, what public purpose or policy was being served (and/or copy of agenda).

### **11.4 Council Retreats/Executive Team Retreats:**

The reasonable cost of necessary food and beverages while conducting a City retreat is authorized for reimbursement.



### **11.5 Service Awards Ceremonies:**

Expenditures for reasonable refreshments served and awards given are eligible for reimbursement.

### **11.6. Transportation Expenses:**

Public officials are to exercise prudent judgment in incurring travel expenses on official City business. Excessive or unnecessary expenses will not be reimbursed or paid for by the City.

Authorization of travel is to be exercised through the use of the current budget. Reasonable transportation expenses for approved travel will be reimbursed. The most direct and cost-effective mode of transportation will be the basis for the reimbursement. Out-of-state travel must be approved by the City Council. In-state travel means travel within the state of Washington. In special or unusual circumstances, arrangements will be made to accommodate unique transportation requirements.

### **11.7 Meals:**

Based on recommendations from the State Auditor's Office, the City uses the following guidelines in determining the use of public funds for expenditures for food and beverages:

- (A) Name of the consumer.
- (B) Nature of the occasion for the consumption.
- (C) Public purpose or policy objective was served.
- (D) The expenses are consistent with the policy authorizing reimbursement.

### **11.8 Local Business Meals:**

Meals (including snacks) between City public officials/employees will not normally be reimbursed. It is expected that City business between City public officials/employees can, for the most part, be conducted on City premises during normal work hours.

### **11.9 Meetings through Mealtimes:**

The City recognizes that there are occasions when it may be necessary for a group of public officials and/or employees to work through a meal in order to meet a deadline or to keep a group convened in order to accomplish the task. To be considered for reimbursement as a working meal, the meeting must span over a three-hour period, which includes the group's normal mealtime.

### **11.10 Business Meals between City Employees and Non-City Employees:**

The practice of the City providing meals to non-city employees is discouraged. However, for directors and above, the City recognizes that there are situations where non-city employees provide an unpaid service to the City during a mealtime. The costs of meals while conducting City business with persons other than City employees either locally or out of town are authorized for reimbursement subject to the limitations described in this document.

### **11.11 Meals While On Authorized Travel Status:**

Per Diem shall be used for meals while out of town on city business. Out of town means the one-way travel distance is greater than 40 miles from the city and overnight stay is required. Per Diem for meals shall be at the rate in effect at the time of travel for the specific area or locality. The maximum allowable rate shall be those in effect by the State of Washington, Office of Financial Management.

### **11.12 Non-Reimbursable Expenditures:**

Unauthorized expenditures include, but are not limited to, liquor, expenses of spouse, guests or other persons not authorized to receive reimbursement under this policy or state regulations. Situations not specifically addressed above will be reviewed by the City Administrator for propriety.

### **11.13 Lodging:**

Hotel/motel accommodations for public officials/ employees attending out-of-town functions on city business are acceptable. Lodging expenses shall be reimbursed at actual costs, as evidenced by a receipt, up to the specific daily maximum allowable lodging rate in effect at the time of travel for the specific area or locality. The maximum allowable lodging rates shall be those in effect by the State of Washington, Office of Financial Management.

The cost of accommodations should be requested by purchase order and billed directly to the City by the vendor whenever possible. If advance payment is required, a purchase order will be prepared and the lodging registration will serve as supporting documentation for the claims check issued to the vendor. A vendor's receipt for these expenditures is required in all cases. In some situations, the maximum allowable lodging amount may not be adequate and the City Administrator may approve payment of lodging not to exceed 150% of the applicable maximum per diem amount.

### **11.14 Non-Allowable Expenses:**

Certain travel expenses are considered personal and not essential to the transaction of official city business and therefore not reimbursable. Such non-reimbursable expenses include, but are not limited to: Baggage checking, valet services, laundry services, entertainment expenses, radio or television rental, transportation to or from

places of entertainment, costs of personal trip insurance, medical and hospital services, personal toiletry articles, barber or hairdresser, personal postage or reading materials, expenses of a spouse or other family member, mileage allowance for commuting to regular, special, and committee meetings of the City Council, expenses on a personal car, meal expenses for formal meetings of City Council committees, fines for violation of motor vehicle laws.

## **12. Suspension and Amendment of These Rules**

### **12.1 Suspension of These Rules:**

Any provision of these rules not governed by state law or the Orting Municipal Code may be temporarily suspended by a vote of a majority of the Council.

### **12.2 Amendment of These Rules:**

These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

### **12.3 Conflict:**

In the event of a conflict between the City Council Rules of Procedure and other rules adopted by resolution of the Council, these City Council Rules of Procedure shall prevail to the extent of the conflict. In the event of a conflict between these City Council Rules and state law, state law shall prevail to the extent of the conflict.



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Employment Agreement – Community Development Director	<b>AB24-52</b>			
				<b>5.29.2024</b>
	<b>Department:</b>	Executive		
	<b>Date Submitted:</b>	<b>5.23.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	ASAP			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Employment Contract				
<b>SUMMARY STATEMENT:</b>				
<p>The city has advertised for a Community Development Director, and the Mayor has offered the role to Kim Mahoney. Compensation for Ms. Mahoney will be within the range council adopted as part of the 2024 Budget. The Community Development Director role is not confirmed by the Council. As part of her employment, the Mayor would like council to authorize signing of an employment agreement with Ms. Mahoney that is approved by the City Attorney. This is the city’s standard employment agreement we have used with prior director level employees.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To authorize the Mayor to sign an employment agreement with Kim Mahoney for the position of Community Development Director.</p>				



**CITY OF ORTING  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
COMMUNITY DEVELOPMENT DIRECTOR**

THIS AGREEMENT is made and entered into between the CITY OF ORTING, a Washington municipal corporation (the “City”) and Kimberly Mahoney (“Employee”) to describe the terms and conditions of Employee’s employment by the City as its Community Development Director.

**RECITALS**

Employee is hired by Employer as Community Development Director as of June 17, 2024 (the “Effective Date”). The parties wish to memorialize Employee’s at-will employment status, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recital and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Employee and Employer agree as follows:

**TERMS**

1. Services.

Employee shall serve as City Community Development Director. Employee’s starting date is the Effective Date, and the term of employment shall continue until terminated as provided herein. Employee’s specific responsibilities are described in a Job Description that Employer will provide to Employee and that will be maintained in the Employer’s Human Resources Department. A copy of Employee’s Job Description as of the date of this agreement is attached to this agreement as Exhibit 1, provided Employee’s job title, duties, and description are subject to change at the Employer’s discretion, and further provided that any additional job duties added to Employee’s Job Description that are substantially different from those listed in Exhibit 1 must be mutually agreed upon between the Employee and Employer.

Employee will report to and be supervised by the City Administrator.

2. Acknowledgement of Employment At-Will Status.

(a) Employee’s employment relationship is “at-will” meaning that either Employee or Employer can terminate the employment relationship at any time, for any reason or for no reason at all, with or without notice, and without cause. Nothing about this Employment Agreement is intended to modify or alter the at-will employment relationship of Employer and Employee.

(b) To the extent this provision conflicts with any aspect of the City’s personnel policies and procedures handbook, past pattern and practice, or other memoranda, the terms of this

Agreement shall control. All other non-conflicting provisions of the City's personnel policies and procedures handbook will apply.

3. Compensation.

(a) Employee's compensation is \$10,228.40 per month for the remainder of 2024. The pay range for subsequent years is determined annually by the Council. The amount of monthly compensation within Employee's pay range to be paid to Employee will be mutually agreed upon between the Employee and Employer, and will be paid in accordance with the City's standard payroll schedule and process for other City employees (the "Compensation"). Compensation for any partial month of employment shall be prorated. In order to allow Employee an opportunity to discuss future potential adjustments to compensation, the Employer shall meet with Employee at the start of each new budget cycle prior to drafting and presenting a recommended draft budget to the Council. The purpose of this meeting is to allow an opportunity for the Employee to discuss adjustments to the Employee's pay range with the Employer prior to one being included in any draft budget presented to the Council. Employee acknowledges and agrees that the City Community Development Director position is an exempt administrative position under the Fair Labor Standards Act and Washington Minimum Wage Act, and that Employee shall not be entitled to receive monetary compensation for any overtime hours worked by Employee.

(b) In consideration for Employee's agreement to the characterization of their employment as at-will and provided that Employee first executes a full and complete waiver and release of claims in a form acceptable to the City, if Employer terminates Employee without cause as defined herein, Employer agrees: (1) to pay Employee three (3) months of Employee's then-base salary ("severance"), subject to City Council approval at the time this agreement is signed, provided such severance shall be payable within thirty (30) days following termination; and (2) to provide Employee and Employee's spouse and any dependents with up to three (3) months of premium payments for COBRA insurance paid for by the City, provided COBRA Payments by the City shall end before three (3) months if Employee becomes eligible for alternative insurance coverage.

(c) For purposes of this Agreement, "cause" shall mean: (1) Employee's conviction of, plea of guilty to, or plea of nolo contendere to a felony or gross misdemeanor involving theft, dishonesty or moral turpitude; (2) any act of fraud, embezzlement, theft or dishonesty by Employee against the City, or committed by Employee in Employee's performance of her duties or in her official capacity; (3) Employee's unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee; or (4) any material breach of this Agreement or material violation of City rules, policies or procedures; provided, that with respect to subsections (3) or (4) above. Employee shall first be provided with written notice outlining Employee's failure or breach and shall be given an opportunity to cure such failure or breach within twenty (20) days of such notice.

(d) Employee shall not receive or be entitled to any severance for Employee's termination with cause or Employee's voluntary resignation. Following the termination of Employee's employment for cause, the City shall in accordance with its normal payroll schedule

and practices pay to Employee their prorated monthly salary earned through the effective date of termination. In all cases of separation with the City, Employee will be paid out for all unused vacation, comp, and holiday. The employee shall be eligible to receive 25% of sick leave hours accrued and unused up to the date of separation with the city after returning all city property and records.

4. Hours of Work. Employee is expected to devote their full time, attention and energies to the business of the City during the employment period, and will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain or other pecuniary advantage without written permission from the Mayor. Nothing in this section is intended to prohibit Employee's ability from making personal investments or conducting private business affairs, or engage in investment activities for their spouse or dependents so long as these activities are not deemed to be a conflict of interest under state law or would otherwise be a violation of state or federal law, and do not materially interfere with the services required under this Agreement. Employee shall be available outside of dedicated hours to assist the City, including attending occasional night meetings and on weekends and holidays.

5. Benefits.

(a) Employee will accrue vacation leave at a rate of 13.34 hours per month (20 days per year). Employee may accrue up to 360 hours of vacation, but no more than 240 hours of vacation will be paid out upon separation. Employee will accrue sick leave at a rate of 8 hours per month (12 days per year). All vacation, comp, holiday, and sick leave hours accrued by Employee that are available to the Employee prior to the effective date of this agreement will survive this agreement and continue to be available to the Employee after the effective date, subject to any accrual caps set out in this agreement.

(b) As approved and authorized in advance by the Mayor, and consistent with City travel policies and procedures, the City shall pay for Employee's participation in and attendance at seminars and conferences of local, state and national organizations that are engaged in subject areas of relevance to City business.

(c) Unless specifically outlined in this agreement, all other benefits, including but not limited to health care coverage, disability insurance coverage, life and accidental death and dismemberment insurance coverage, State retirement benefit, holiday leave, sick leave, and management leave shall be provided to Employee on the same basis as other non-represented employees, all as described and defined in the City's personnel policies and procedures handbook.

(d) Employee shall be entitled to enroll in any medical plan that is available to the City's non-Law Enforcement employees. In the event the City requires employees to contribute

a portion of their spouse's and/or dependents' premium in a personnel policy, Employee shall pay that amount which is currently twenty percent (20%) of that premium.

(e) While employed by the City, Employee may submit claims for mileage reimbursement incurred in the performance of City business in accordance with City policy, provided that such claims are submitted within 30 days after the date the expense is incurred.

6. Indemnification.

Employer shall defend, indemnify and hold Employee harmless from claims, causes of action, injuries, damages, suits, costs and fees (including attorney fees) that arise as a result of Employee performing the duties within the scope of their employment by Employer.

7. City Policies. While employed by the City, Employee shall familiarize himself and comply with all policies of the City as those policies may be issued and amended from time to time. The City reserves the right, in its sole discretion, to supplement, modify, deviate from or terminate such policies at any time.

8. Public Records. Employee agrees to keep, maintain, and ensure proper and secure storage of City's public records as that term is defined at Chapter 42.56 RCW during the term of their employment. Such records will be available to and remain the property of the City. Employee agrees not to remove City records from the City's place of business except as expressly permitted by City policy.

9. Office, Uniforms and Equipment. City will furnish Employee with an office and provide in its budget for ordinary and necessary equipment in an amount to be established annually in the City's budget.

10. Return of Property. Upon voluntary resignation or termination of employment, Employee shall immediately return all of the City's property, including without limitation, all equipment, data, notes, writings, passwords and other documents and tangible materials whatsoever, in any format, and all duplicates and reproductions thereof, concerning any part of the City's business or operations or concerning any part of the Employee's activities as an employee of the City.

11. Miscellaneous Provisions.

(a) Assignment and Delegation. Employee's rights under this Agreement shall not be assignable nor shall Employee's duties be delegated without the prior written consent of Employer. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties and their successors in interest and permitted assignees, any rights or remedies resulting from this Agreement unless so stated to the contrary.

(b) Construction and Validity. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.



(c) Savings. In the event any provision of this Agreement is found to be unenforceable and not subject to modification as set forth above, for any reason, such unenforceable provision shall be deemed severed from this Agreement. The remaining provisions of this Agreement shall remain binding upon the parties according to their terms.

(d) Notice Provision. All notices, requests, demands, and other communications shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by United States certified or registered mail, prepaid, return receipt requested, to the parties at the addresses indicated below their respective signatures on the last page hereof (or at such other address as shall be given in writing by either party to the other).

(e) Successors and Assigns. All covenants, representations, warranties, and agreements of the parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.

(f) Captions and Paragraph Headings. Captions and paragraph headings are for convenience only, are not a part of this Agreement, and shall not be used in construing it.

(g) Amendments. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by Employee and Employer. Employee agrees that any subsequent change in job duties, salary, or compensation shall not affect the validity or scope of this Agreement.

(h) Entire and Sole Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written communications regarding it, all of which are merged herein.

(i) Waiver. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by any party.

(j) Opportunity for Review by Legal Counsel. Employee acknowledges that he is signing this Agreement after having the opportunity to seek the advice of independent legal counsel.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, by their signatures below, the parties acknowledge that they have reviewed carefully what has been expressed in this Agreement, which they understand is a legally binding document, and that the understandings and agreements expressed in this document are binding upon them.

Dated this 17<sup>th</sup> day of May, 2024.

**EMPLOYEE:**

\_\_\_\_\_  
Kimberly Mahoney

■■ ■■ ■■■■  
■■■■■■■■■■

**CITY OF ORTING:**

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

Attest:

\_\_\_\_\_  
Kim Agfalvi, City Clerk

Approved as to Form:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Pierce County Regional Council – Appointments.	<b>AB24-53</b>			
			<b>5.15.2024</b>	<b>5.29.2024</b>
	<b>Department:</b>	Executive		
	<b>Date Submitted:</b>	<b>5.22.2024</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	<b>ASAP</b>			
<b>Submitted By:</b>	<b>Scott Larson</b>			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> None				
<b>SUMMARY STATEMENT:</b>				
<p>At the study session on May 15, 2024, Mayor Penner briefed the need to appoint primary and alternative representative to the Pierce County Regional Council. Mayor Penner requested to continue as the primary representative and Councilmember Hogan indicated he would be the alternative representative.</p>				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
<p>To appoint Mayor Penner as the city’s primary representative and Councilmember Hogan as the city’s alternative representative to the Pierce County Regional Council.</p>				