



CGA Committee Agenda
July 3rd, 2024
9:00am

Greg Hogan, Councilmember, Chair

Jeff Sproul, Councilmember

Kim Agfalvi, City Clerk

Scott Larson, City Administrator

Gretchen Russo, Finance Director

Danielle Charchenko, Executive Assistant/Records Clerk

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

Zoom link: <https://us06web.zoom.us/j/85622882180?pwd=4IwLMUkw5R8LOH2RhYkujhZUERR2s8.1>

Meeting ID: 856 2288 2180

Password: 616765

1. Call to Order

2. Public Comments

3. Agenda Items

A. AB24-30 – Murrey's Franchise Agreement.

B. AB24-42 – Council Goals.

C. AB24-63 – RCO Grant Authorization – Charter Park Pump Track.

D. AB24-64 – Council Code of Ethics Policy Review.

E. AB24-65 – Proposed August Meeting Date.

F. AB24-66 – Budget Requests – Archive Social.

4. Meeting Minutes of June 5th, 2024.

5. Action Items/Round table review.

Final comments.

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

6. Adjournment



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Murrey's Franchise Agreement – Second Amendment.	AB24-30	CGA		
		4.3.2024		
		5.1.2024		
		6.5.2024		
	Department:	Administration		
Date Submitted:	3.29.2024, 5.30.2024			
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note:				
Attachments:	Original Franchise and Murrey's Proposed Changes			
SUMMARY STATEMENT:				
<p>May 30, 2024 Update. CM Sproul and CA Larson met with Murrey's on May 8th to go over our proposed language updates, and our proposal to adopt a new franchise rather than extend the existing agreement. At that meeting, Murray's seemed agreeable to the proposed changes. As of the date of this agreement, Murrey's confirmed that they are still working through the proposed language we send to them.</p> <p>Murrey's has made a proposal to amend the current contract. Following, is a summary of the original and proposed changes:</p> <p>1. Term Extension: Original: The initial term was set to expire on April 30, 2019, with automatic one-year extensions for three additional years. Amended: Extends the Agreement Term for an additional ten years through December 31, 2032, with automatic renewal for an additional three years unless the City decides otherwise based on performance.</p> <p>2. Exclusive Rights and Obligations: Original: Provided the Franchisee the exclusive right to collect and dispose of residential and commercial solid waste, recyclables, and yard debris within the franchise area.</p>				

Amended: Clarifies the Contractor's exclusive rights and obligations regarding the collection of all solid waste, recyclables, and yard waste within the City limits, including enforcement cooperation and exclusion for certain types of waste.

3. Collection Services:

Original: Detailed the Franchisee's responsibilities for collecting various types of waste and set specific requirements for collection methods, frequencies, and customer service.

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

4. Rate Adjustments:

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

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

5. Billing and Customer Service:

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

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

6. Liability and Indemnification:

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

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

7. Exhibits and Appendices:

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

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

RECOMMENDED ACTION: Action:

None

FUTURE MOTION: Motion:

TBD.

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

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

RECITALS

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

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

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

TERMS AND CONDITIONS

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

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

2.1 Exclusive Right.

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

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

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

3. TERM OF FRANCHISE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

basis upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page to follow]

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

CITY OF ORTING

By: _____

Name:

Title:

ATTEST:

Name:

Title:

D.M. DISPOSAL CO., INC.

By: _____

Name:

Title:

ATTEST:

Name:

Title:



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: CGA Goals	AB24-42	CGA		
		5.1.2024		
		6.5.2024		
	Department:	Council		
	Date Submitted:	4.25.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Goals Sheet from Goals Meeting				
SUMMARY STATEMENT: Goals Identified for CGA				
<p>4. New Council Packet - Compile a new councilmember orientation packet that will give newly elected Councilmembers a tool to use to familiarize themselves with how the City of Orting functions.</p> <p>5. Development Permit Process – Review, clarify, and align the city’s development permitting process and appeal process for titles related to land use. Updates to this code will require Planning Commission public hearing and recommendation.</p> <p>6. Whitehawk/Gratzer Park Master Plan – Similar to the Main Park Master Plan. Plan will need to incorporate Whitehawk Boulevard project into alternatives.</p> <p>7. Youth Advisory Board – The City of Orting aims to establish a youth advisory board of high school students to advise on city events and activities. Participants will work with the Parks and Recreation Department, volunteering for and planning major events, and suggesting classes for community engagement.</p> <p>9. Council professional development – Establish goals for ongoing training and development opportunities for council members.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Clarify Goals Assigned to CGA for Study Session.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				

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

Task for this item may include:

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

Tasks for this item may include:

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

Topics of this resource may include:

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

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

Tasks for this item may include:

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

(ad hoc)

Tasks for this item may include:

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

9. Council professional development – Establish goals for ongoing training and development opportunities for council members. **(CGA)**
10. WWTP Process & Procedure Audit **(PW)**
11. Integrated dashboard/nexus software **(ad hoc)**



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Recreation and Conservation Office (RCO) Grant Authorization Resolution.	AB24-63	CGA		
		7.3.2024		7.10.2024
	Department: Administration			
	Date Submitted: 6.26.2024			
Cost of Item:		N/A		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		N/A		
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments: Resolution No. 2024-14 and Applicant Authorization Resolution Application				
SUMMARY STATEMENT:				
<p>The City is in the process of applying for grant funding from the Washington State Recreation and Conservation Office (RCO) for the construction of a pump track at Charter Park. The application process requires completion of an Applicant Resolution/Authorization document. This resolution/authorization authorizes city staff to act as authorized representatives on behalf of the City of Orting and to legally bind the City of Orting with respect to the project for which the City seeks grant funding assistance managed through the Recreation and Conservation Office.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on July 10th, 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To approve Resolution No. 2024-14, a resolution of the City of Orting, Washington, authorizing the City Administrator and Activities and Events Coordinator to act at the authorized representative/agent on behalf of the City of Orting with respect to project 24-1930D, Charter Park Pump Track for which the City seeks grant funding assistance through the Recreation and Conservation (RCO) office.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2024-14**

A RESOLUTION OF THE CITY OF ORTING, WASHINGTON, AUTHORIZING THE CITY ADMINISTRATOR AND ACTIVITIES AND EVENTS COORDINATOR TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF THE CITY OF ORTING WITH RESPECT TO PROJECT 24-1930D, CHARTER PARK PUMP TRACK FOR WHICH THE CITY SEEKS GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE.

IT IS HEREBY RESOLVED by the Council of the City of Orting, Washington as follows: This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above; NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:
 - Grant application (submission thereof) – Michell Alfieri, Activities and Events
 - Project Contact (day-to-day administering of the grant and communication with the RCO) – Michell Alfieri, Activities and Events.
 - RCO Grant Agreement (agreement) – Scott Larson, City Administrator
 - Agreement Amendments – Scott Larson, City Administrator
 - Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the County – Scott Larson, City Administrator.

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard

versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
1. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
2. This resolution/authorization is deemed to be part of the formal grant application to the Office.
3. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s)

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th day of July, 2024.

Washington State Attorney General’s Office

City of Orting

Assistant Attorney General

Mayor Joshua Penner

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

Charlotte Archer, City Attorney
Inslee Best, PLLC



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form *Bruce Tallen* 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: City Council Code of Ethics Policy Review.	AB24-64	CGA		
		7.3.2024		
	Department:	Administration		
	Date Submitted:	6.26.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments:	Resolution No. 2017-27, Code of Ethics Policy adopted 12.13.2017.			
SUMMARY STATEMENT:				
Attached is a copy of the Code of Ethics policy for review.				
RECOMMENDED MOTION: <u>Motion:</u>				
TBD.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2017-27

ORIGINAL

A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING POLICY NO. 2017-04,
ESTABLISHING CODE OF ETHICS FOR CITY COUNCIL;
SETTING EFFECTIVE DATE.

WHEREAS, the City Council of the City of Orting maintains Rules of Procedure, which govern conduct of City Council members, generally, and were last updated on November 9, 2016; and

WHEREAS, the City Council desires to adopt a comprehensive Code of Ethics, which would govern the ethical conduct of elected officials and penalties for violations thereof, and supplement the Rules of Procedure, as amended and as may be amended in the future; and

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

Section 1. Ethics Policy, Adopted. Policy No. 2017-04, the "Council Ethics Policy" attached hereto as Exhibit A, is hereby adopted by reference as if fully set forth herein.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

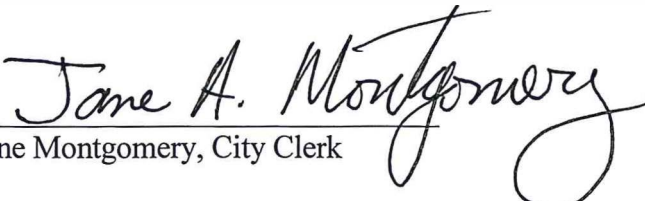
Section 3. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 13th DAY OF December, 2017.

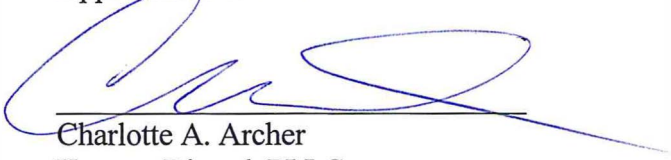
CITY OF ORTING


Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:


Jane Montgomery, City Clerk

Approved as to form:



Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



City Council of the City of Orting, Washington

Policy No. 2017-04

City Council Code of Ethics

I. PURPOSE

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Orting City Council.

II. REFERENCES

Chapter 42.23 RCW, Code of Ethics for Municipal Officers—Contract Interests

Ch. 42.20 RCW, Misconduct of Public Officers

Ch. 42.36 RCW, Appearance of Fairness.

III. DECLARATION OF POLICY

It is essential to the proper administration and operation of the City of Orting that the City Council be and give the appearance of being independent and impartial; that elective and appointed office with the City of Orting not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City Council has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other citizens to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch. 42.23 RCW, Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW, Misconduct of Public Officers

and Ch. 42.36 RCW, Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

A. Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests. No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmember is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

B. Standards of Ethical Conduct

1. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a Councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the Councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

- a. that of a non-salaried officer of a non-profit corporation; or
- b. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; or
- c. that of a landlord or tenant of a contracting party; or
- d. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

2. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose his/her interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

3. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of his or her position for a purpose other than an authorized City undertaking; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

4. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and

subsistence expenses incurred the day before through the day after the event;

- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or bona fide non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if his firm is the successful contract bidder, he will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use his/her position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

5. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

6. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW, Code of Ethics for Municipal Officers and Ch. 42.36 RCW, The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

7. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

8. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.

9. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city Administrator or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

C. Impermissible Conduct After Leaving City Office

1. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for his or her personal gain or that of any other person any privileged, confidential, or proprietary information gained because of his or her city office .

2. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

- a. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or
- b. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
- c. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

D. Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Administrator. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Administrator shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council, at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration, as well as to the City Administrator and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within five (5) business days of the receipt of the report, the City Administrator shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or
2. Remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. A determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Deputy Mayor shall act in the Mayor's stead.

Within five (5) business days thereafter, the City Administrator shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of ten (10) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Administrator in writing and shall state the reasons for his or her objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:
 - a. Civil penalties of \$500 and possible forfeiture of office, pursuant to RCW 42.23.050.
 - b. Removal or recall from office pursuant to state law.
 - c. Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
 - d. Initiation of appropriate civil actions against any person who violates this Code.
 - e. Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Proposed August Meeting Date.	AB24-65	CGA		
		7.3.2024	7.17.2024	7.31.2024
	Department: Administration			
	Date Submitted: 6.26.2024			
Cost of Item:		N/A		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		N/A		
Timeline:				
Submitted By:		Gretchen Russo		
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>The Office of Washington State Auditor requires that the legislative body must review and approve the claims paid at a regularly scheduled public meeting within one month from issuance. Currently the City does not have a meeting scheduled for August and staff is requesting that we schedule a public zoom meeting within the third week of August to meet this requirement. August 21st is the third Wednesday of the month but any time this week would suffice.</p> <p>This would be the only item on the agenda and would require less than ten minutes to complete. The meeting could be held at 12 pm or an evening time as the Council determines.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to City Council Study session on July 17 th , 2024 for Council consideration.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve August XX, 2024 at (insert time) as a special meeting to approve warrant/check register and claims/payroll voucher as required by the Washington State Auditor.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Budget Request – Archive Social	AB24-66	CGA		
		7.3.2024		
	Department:	Administration		
	Date Submitted:	6.26.2024		
Cost of Item:	Approx. \$8200.00 for the first year and \$7200.00 for the second year with 5% annual uplift to be applied in year 2.			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments: Archive Social Quote				
SUMMARY STATEMENT:				
<p>All information posted and other activity conducted on social media sites is subject to the Public Records Act and the office of the Secretary of State Records Management Guidelines and Retention Schedules. All information and content should be in a format that retains and preserves the meta data of the original record. Archive Social is a software tool that will capture and preserve all the content the City of Orting posts and engages with including deleted, edited, and hidden posts. It allows the City to replay any of the records retained in their original format to ensure their authenticity with digital signatures, timestamps, and unmodified meta data. Staff will be able to find records, add notes, or export content in its required format with advanced search, annotations, intuitive filtering, and one click export features.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to City Council Study session on July 17 th , 2024 for Council consideration for the 2025 budget.				
RECOMMENDED MOTION: <u>Motion:</u>				
TBD.				



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Order Form

Quote #:

Q-65297-1

Date:

3/1/2024 2:16 PM

Expires On:

6/1/2024

Client:

City of Orting, WA

Bill To:

ORTING, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Adam Deschenes		adam.deschenes@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	ArchiveSocial Provisioning Fee - Standard	ArchiveSocial Account Activation and Setup	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 7,188.00

Total Investment - Initial Term	USD 8,188.00
Annual Recurring Services (Subject to Uplift)	USD 7,188.00

Initial Term	6/1/2024 - 5/31/2025, Renewal Term 6/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Acceptance Date

Annual Uplift	5% to be applied in year 2
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This Order Form sets forth the commercially binding terms of the Client's (as defined above) usage of the ArchiveSocial services (the "Services"). By accepting this Order Form, which may be evidenced by your return of this completed Order

Form, written acceptance (e-mail is sufficient), or Client's access and use of the Services, you, on behalf of the Client, are representing that you are authorized to bind the Client listed herein to the pricing and term stated in this Order Form

Please note that if you plan to issue a purchase order, we request you include the following language on the front of the PO:

ArchiveSocial's maximum liability under this purchase order is limited to the total amount of fees received during the 12-month period preceding the event giving rise to the liability, except that such limitation of liability will not apply to ArchiveSocial's indemnification for intellectual property infringement or personal injury.

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CGA Committee Minutes
June 5th, 2024
9:00am

Greg Hogan, Councilmember, Chair

Jeff Sproul, Councilmember

Kim Agfalvi, City Clerk

Scott Larson, City Administrator

Gretchen Russo, Finance Director

Danielle Charchenko, Executive Assistant/Records Clerk

1. Call to Order.

Councilmember Greg Hogan called the meeting to order at 9:00am. In attendance at the meeting was Councilmember Greg Hogan, Councilmember Jeff Sproul, City Clerk Kim Agfalvi, Finance Director Gretchen Russo, Activities and Events Coordinator Michell Alfieri, and HR/Payroll Clerk Shawna Punzalan.

2. Public Comments.

No public comments were made.

3. Agenda Items

A. AB24-17 – Safe Parking.

City Clerk Kim Agfalvi briefed on recommendations for implementing safe parking proposed by Councilmember Sproul. Councilmember Sproul commented on additional recommendations that would require a public meeting be hosted by the organization intending to host a safe parking site and recommended the site include a 6ft privacy fence for safety. Councilmember Hogan requested that Council further define the term “secular”. Committee discussion followed.

Action: Move forward to study session on June 12th, 2024 for Council consideration.

B. AB23-30 – Murrey’s Franchise Agreement.

City Clerk Kim Agfalvi briefed that Murrey’s had made a proposal to amend the current contract and stated that the proposed amendments are for the following sections: term extension, exclusive rights and obligations, collection services, rate adjustments, billing and customer service, liability and indemnification, and exhibits and appendices. Councilmember Sproul suggested creating a new contract as opposed to amending the original. Committee discussion followed.

Action: Bring back to July 3rd, 2024 CGA Committee meeting.

C. AB24-50 – Compensation Study.

HR/Payroll Clerk Shawna Punzalan briefed on the 2024 wage study that was completed at the request of Council and briefed on the presentation of the wage study that was made during the May 15th, 2024 study session by associates from Cabot Dow. She briefed that the results of the compensation study recommended wage increased for the 2024-2025 year and recommended additional language be incorporated into the City of Orting Compensation Policy. Committee discussion followed.

Action: Move forward to study session on June 12th, 2024 for Council consideration as two separate items: Compensation Study and Compensation Policy.

D. AB24-54 – Budget Amendment – Summer Recreation Staffing.

Finance Director Gretchen Russo briefed that previous summer recreation staff was hired as subcontractors as opposed to employees and stated that upon review of the subcontractor definitions and employment regulations, staff is recommending hiring summer staff as employees for this year. Committee discussion followed.

Action: Move forward to study session on June 12th, 2024 for Council consideration.

E. AB24-55 – Grant Policy Review.

City Clerk Kim Agfalvi briefed that staff brought forward the existing grant policy for review prior to advertising grant applications for 2025. Councilmember Sproul requested that verbiage is added to the application to include an additional line stating Grant recipients shall report the organization's use of the grant funds to the City Council in the manner set forth in the aforementioned contract and by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grants. Committee discussion followed.

Action: Move forward to study session on June 12th, 2024 for Council consideration.

F. AB24-56 – RCO Grant Application Resolution.

Activities and Events Coordinator Michell Alfieri briefed that the City is in the process of applying for grant funding from the Washington State Recreation and Conservation Office (RCO) for the construction of pickleball court, tennis courts, and a basketball court at Charter Park. She stated the application process requires a resolution to authorize city staff to act as the authorized representative on behalf of the City of Orting. Committee discussion followed.

Action: Move forward to study session on June 12th, 2024 for Council consideration.

G. AB24-42 – Council Goals.

City Clerk Kim Agfalvi briefed on potential Council goals identified for CGA Committee consideration. Councilmember Sproul suggested adding a component to the youth advisory board for clean up and weeding as a community team building day. Committee discussion followed.

Action: Bring back to July 3rd, 2024 CGA Committee meeting.

4. Meeting Minutes of May 1st, 2024.

The meeting minutes of May 1st, 2024 were approved.

5. Action Items/Round table review.

Final comments.

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

July Meeting Date – Currently scheduled for July 3rd.

6. Adjournment

Councilmember Hogan adjourned the meeting at 10:37am.

ATTEST:

Kimberly Agfalvi, City Clerk, CMC