

COUNCIL MEMBERS

- Position No.
- 1. Ed Torres
- 2. John Williams
- 3. Don Tracy
- 4. Jeff Sproul
- 5. Stanley Holland
- 6. Greg Hogan
- 7. Dale Reed



ORTING CITY COUNCIL

Special Meeting
 Regular Business Meeting Agenda
 104 Bridge Street S, Orting, WA
 Zoom – Virtual
 April 1st, 2026
 6:00 p.m.

Mayor Scott Drennen, 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/83509339579?pwd=KshFkxhq0XJwN4CbVgtbcE7b4kWKHQ.1>

Telephone: 1-253-215-8782 - Meeting ID: 835 0933 9579 and the passcode 941197

Livestream: <https://www.piercecountytv.org/97/City-of-Orting>

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS.

Comments may be sent to the Assistant City Administrator/City Clerk at clerk@cityoforting.org by 3pm on April 1st, 2026, and will be read into the record at the meeting. In person attendees may provide public comments 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 into the record at the next Council meeting.

4. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated March 25th, 2026, in the amount of \$304,376.67 which includes voucher number 58425 through 58492 and electronic fund transfers in the amount of \$12,680.06 for a grand total of \$317,056.73,

B. Payroll Voucher.

Payroll electronic deposit transmissions in the amount of \$227,873.96 and warrant 24346 in the amount of \$689.00 for a grand total of \$228,562.96 for the period covering March 1-15, 2026.

C. Meeting Minutes – March 11th, 2026.

D. AB26-32 – Orting Valley Farmer’s Market Sponsorship.

E. AB26-33 – Return of Grant Funds – Foothills Trail Realignment Project.

Motion: To approve the consent agenda as prepared.

5. NEW BUSINESS.

A. AB26-29 – 3-Year Landscaping Contract.

- **Public Works Department.**

Motion: To authorize the Mayor to execute a three-year contract with Frost Landscaping and Design for Citywide Landscaping Services for 2026–2028, in accordance with Schedules A–D as presented in the bid documents.

6. EXECUTIVE SESSION - “potential litigation” under RCW 42.30.110(1)(i)(ii) and 42.30.110(i)(iii).

7. ADJOURNMENT.

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

Next Regular Meeting: April 8th, 2026

March 25th, 2026, Council Meeting

Claims Voucher

Claims Voucher list dated March 25th, 2026, Council in the amount of \$304,376.67, which includes voucher number 58425 through 58492, electronic funds transfers in the amount of \$12,680.06, for a grand total of \$317,056.73.

Payroll Voucher

Payroll electronic deposit transmissions in the amount of \$227,873.96 & warrant 24346 in the amount of \$689.00 for a grand total of \$228,562.96 for the period covering March 1-15, 2026.

WARRANT/CHECK REGISTER

City of Orting

Time: 13:53:26 Date: 03/20/2026

03/12/2026 To: 03/25/2026

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1722	03/12/2026	Claims	631	58425	Agfalvi, Kim	521.25	WMCA Annual Conference-Kim Agfalvi-3/16/25-3/20/2025
		APs	Amount	PO	For		
		7678	521.25		WMCA Annual Conference-Kim Agfalvi-3/16/25-3/20/2025		
1723	03/12/2026	Claims	631	58426	Leaf	60.23	19891297-Water for Police
		APs	Amount	PO	For		
		7679	60.23		19891297-Water for Police		
1729	03/19/2026	Claims	631	58427	2 Watch Monitoring INC	1,442.00	118408595166-Scram Alcohol Monitoring-#5A0365731-#5A0939424-#5A0921759-#5A0028525-#5A00525502
		APs	Amount	PO	For		
		7690	1,442.00		118408595166-Scram Alcohol Monitoring-#5A0365731-#5A0939424-#5A0921759-#5		
1730	03/19/2026	Claims	631	58428	AT&T Mobilty	4,176.71	287300949706X03042026-Cell Phones & Data; 287309454338X03042026-Cell Phone & Data Plan
		APs	Amount	PO	For		
		7804	1,642.70		287300949706X03042026-Cell Phones & Data		
		7805	2,534.01		287309454338X03042026-Cell Phone & Data Plan		
1731	03/19/2026	Claims	631	58429	Amazon Capital Services	1,103.68	112-6738995-5519413-Ariat Tread 6# Boots-Groom PO563; 112-6900583-7116250 Post-its-tab Dividers PO-561; 114-4726249-6485068-Supplies for Art Class-Colored Popsicle Sticks-Shamrock Sincatchers-Stickers
		APs	Amount	PO	For		
		7681	136.82		112-6738995-5519413-Ariat Tread 6# Boots-Groom PO563		
		7682	52.75		112-6900583-7116250 Post-its-tab Dividers PO-561		
		7734	32.87		114-4726249-6485068-Supplies for Art Class-Colored Popsicle Sticks-Shamrock Sincat		
		7743	8.26		114-4424200-6431435-Water Bottles for PD		
		7744	49.03		114-7659693-1429816-A-Z Dividers-Nursery Rug-Parks & Rec		
		7745	253.27		111-2702195-1302655-Airsoft Shooting Chronograph-Air Compressor Max 4500 Bar-;		
		7746	158.58		112-8158357-9967421 Pump Sprayer-Chlorine Tabs-Pens-Packing Tape-Laminating P		
		7751	298.25		11-6072984-3885808-12LB of Candy for Daffodil Parade-PO583		
		7752	80.26		112-5899432-0573829-Write in the Rain Notebooks PO567		
		7753	33.59		112-5056660-6150651-First Power Battery-PO584		
1732	03/19/2026	Claims	631	58430	Angel Armor	187.46	INV17374-Uniform Item for Halahuni-Rise Stealth Carrier
		APs	Amount	PO	For		
		7684	187.46		INV17374-Uniform Item for Halahuni-Rise Stealth Carrier		
1733	03/19/2026	Claims	631	58431	Arrow Lumber	1,426.35	600186-FEB26-Monthly Billing
		APs	Amount	PO	For		
		7680	1,426.35		600186-FEB26-Monthly Billing		
1734	03/19/2026	Claims	631	58432	Associated Petroleum Products INC	3,968.48	26-592644-Fuel PO574

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Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		APs	Amount	PO	For		
		7754	3,968.48		26-592644-Fuel PO574		
1735	03/19/2026	Claims	631	58433	Bigleaf Networks, Inc	4,928.78	INV143878-Cloud Network Connection-Annual Fee
		APs	Amount	PO	For		
		7774	4,928.78		INV143878-Cloud Network Connection-Annual Fee		
1736	03/19/2026	Claims	631	58434	Capital Heating & Cooling	5,629.87	205430659-City Hall HVAC Service
		APs	Amount	PO	For		
		7706	5,629.87		205430659-City Hall HVAC Service		
1737	03/19/2026	Claims	631	58435	Capitol Pacific Reporting INC	658.15	#201317-HR Legal Fees
		APs	Amount	PO	For		
		7780	658.15		#201317-HR Legal Fees		
1738	03/19/2026	Claims	631	58436	CenturyLink-Lumen	2,936.29	5-M6DFZ8R0-Internet for Public Works
		APs	Amount	PO	For		
		7691	2,936.29		5-M6DFZ8R0-Internet for Public Works		
1739	03/19/2026	Claims	631	58437	Cintas Corporation #461	561.84	4261964931-Uniform Services; 4262792679-Uniform Service
		APs	Amount	PO	For		
		7707	280.92		4261964931-Uniform Services		
		7761	280.92		4262792679-Uniform Service		
1740	03/19/2026	Claims	631	58438	Clean start LLC	585.00	228837-Cleaning of Public Works Shop
		APs	Amount	PO	For		
		7704	585.00		228837-Cleaning of Public Works Shop		
1741	03/19/2026	Claims	631	58439	Coast Controls & Automation INC	1,861.50	00026108-Flowmeter & Instrumentation Calibration-PO586; 00026107-Annual Calibration of Equipment PO585
		APs	Amount	PO	For		
		7755	930.75		00026108-Flowmeter & Instrumentation Calibration-PO586		
		7756	930.75		00026107-Annual Calibration of Equipment PO585		
1742	03/19/2026	Claims	631	58440	Comcast Business	2,237.60	265569016-City Hall Internet
		APs	Amount	PO	For		
		7701	2,237.60		265569016-City Hall Internet		
1743	03/19/2026	Claims	631	58441	Core & Main LP	162.36	Y514346-Male Adpt-Brass-Brass Union Tite PO566; Y514346-Brass Male Adaptor-Brass Union Insta-Tite Well 3 PO573
		APs	Amount	PO	For		
		7705	81.18		Y514346-Male Adpt-Brass-Brass Union Tite PO566		
		7757	81.18		Y514346-Brass Male Adaptor-Brass Union Insta-Tite Well 3 PO573		

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03/12/2026 To: 03/25/2026

Page: 3

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1744	03/19/2026	Claims	631	58442	DB Audio	1,045.73	2026-01-Sound System Council Chambers-Custom Plate with 2xlr-HDMI-VGA ethernet-Design Backing Plate for Floor Box-Trouble Shooting Issues
		APs	Amount	PO	For		
		7692	1,045.73		2026-01-Sound System Council Chambers-Custom Plate with 2xlr-HDMI-VGA etherne		
1745	03/19/2026	Claims	631	58443	Data Bar	711.78	273898-Mailing of Delinquent Statements
		APs	Amount	PO	For		
		7724	711.78		273898-Mailing of Delinquent Statements		
1746	03/19/2026	Claims	631	58444	C/O Dell USA LP Dell Marketing L.P.	4,599.17	10862010577-Dell Computer & 2 Monitors; 10859423433-2-Dell Monitors PO590; 10859445833-Computer For Mayor Drennen; 10859014503-Laptop Councilmember Holland
		APs	Amount	PO	For		
		7703	2,158.71		10862010577-Dell Computer & 2 Monitors		
		7760	291.53		10859423433-2-Dell Monitors PO590		
		7776	850.67		10859445833-Computer For Mayor Drennen		
		7777	1,298.26		10859014503-Laptop Councilmember Holland		
1747	03/19/2026	Claims	631	58445	Revenue Unit Department of Health-Office of Drinking	204.00	60617-Sanitary Survey Inspection
		APs	Amount	PO	For		
		7702	204.00		60617-Sanitary Survey Inspection		
1748	03/19/2026	Claims	631	58446	Drain-Pro Inc Portable Restrooms	640.25	154180-Sanican Service-Well #1 PO600; 154178-Sanican Service-Main Park PO600; 154177-Sanican Service-Cemetery PO600; 154179-Sanican Service PW Shop
		APs	Amount	PO	For		
		7762	114.50		154180-Sanican Service-Well #1 PO600		
		7763	314.50		154178-Sanican Service-Main Park PO600		
		7764	96.75		154177-Sanican Service-Cemetery PO600		
		7806	114.50		154179-Sanican Service PW Shop		
1749	03/19/2026	Claims	631	58447	Enumclaw, City of	140.00	07411-Jail Fees FEB2026
		APs	Amount	PO	For		
		7695	140.00		07411-Jail Fees FEB2026		
1750	03/19/2026	Claims	631	58448	Frost Landscape	520.13	21640246-City Hall Landscape
		APs	Amount	PO	For		
		7708	520.13		21640246-City Hall Landscape		
1751	03/19/2026	Claims	631	58449	GMP Consultants LLC	7,040.00	26-0683 Interim City Administrator-Mark Bethune 2/21/2026-3/6/2026

WARRANT/CHECK REGISTER

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03/12/2026 To: 03/25/2026

Page: 4

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		APs	Amount	PO	For		
		7696	7,040.00		26-0683 Interim City Administrator-Mark Bethune		2/21/2026-3/6/2026
1752	03/19/2026	Claims	631	58450	Hach Company	140.48	14915659-Supplies & Lab Testing PO588
		APs	Amount	PO	For		
		7765	140.48		14915659-Supplies & Lab Testing PO588		
1753	03/19/2026	Claims	631	58451	Intercom Language Services	340.00	26-116 Russian Interpretation-5A0214811-Spanish Interpretation 5A0939433
		APs	Amount	PO	For		
		7697	340.00		26-116 Russian Interpretation-5A0214811-Spanish Interpretation 5A0939433		
1754	03/19/2026	Claims	631	58452	J & I Power Equipment INC	777.25	850626-Mower Parts-Seasonal Rebuild PO576
		APs	Amount	PO	For		
		7699	777.25		850626-Mower Parts-Seasonal Rebuild PO576		
1755	03/19/2026	Claims	631	58453	Kelley Create CO	396.31	5037812089-City Hall New Copier
		APs	Amount	PO	For		
		7709	396.31		5037812089-City Hall New Copier		
1756	03/19/2026	Claims	631	58454	Kenyon Disend PLLC	405.00	1100182-Legal Fees
		APs	Amount	PO	For		
		7694	405.00		1100182-Legal Fees		
1757	03/19/2026	Claims	631	58455	Kenyon, Zach	372.00	WSTO-Sniper Training 3/23/2026-3/26/2026
		APs	Amount	PO	For		
		7693	372.00		WSTO-Sniper Training 3/23/2026-3/26/2026		
1758	03/19/2026	Claims	631	58456	Korum Automotive Group	446.56	6838904/1-The Works Oil Change 2024 Maverick; 6838490/1-Electrical Issue-The Works Oil Change-PO597 FA1218
		APs	Amount	PO	For		
		7700	115.42		6838904/1-The Works Oil Change 2024 Maverick		
		7766	331.14		6838490/1-Electrical Issue-The Works Oil Change-PO597 FA1218		
1759	03/19/2026	Claims	631	58457	LN Curtis & Son	189.98	INV1047436-Jersey Men's Defender Shirt-Defense Knee Pad-Kenyon
		APs	Amount	PO	For		
		7686	189.98		INV1047436-Jersey Men's Defender Shirt-Defense Knee Pad-Kenyon		
1760	03/19/2026	Claims	631	58458	Larson, Scott	6,437.95	Cobra Medical-Dec 2025-Jan 2026-Feb 2026
		APs	Amount	PO	For		
		7775	6,437.95		Cobra Medical-Dec 2025-Jan 2026-Feb 2026		
1761	03/19/2026	Claims	631	58459	Law Office of Holmes Weddle & Barcott	9,385.50	860658-L&I Litigation

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Time: 13:53:26 Date: 03/20/2026

03/12/2026 To: 03/25/2026

Page: 5

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APs		Amount	PO	For																																			
7781		9,385.50		860658-L&I Litigation																																			
1762	03/19/2026	Claims	631	58460	Miwall Corporation	7,233.03	1014646-Ammunition; 1014647-Ammunition																																
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APs		Amount	PO	For																																			
7717		2,437.47		1014646-Ammunition																																			
7718		4,795.56		1014647-Ammunition																																			
1763	03/19/2026	Claims	631	58461	Tammy Moter	284.20	APR26-WPTA Conference April 8/10/2026 Chelan, WA																																
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APs		Amount	PO	For																																			
7733		284.20		APR26-WPTA Conference April 8/10/2026 Chelan, WA																																			
1764	03/19/2026	Claims	631	58462	Motorola Solutions INC	1,796.43	8282278545-Headset; 8282277087-Portable Radio Battery																																
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APs		Amount	PO	For																																			
7688		313.30		8282278545-Headset																																			
7689		1,483.13		8282277087-Portable Radio Battery																																			
1765	03/19/2026	Claims	631	58463	Murreys Disposal Company INC-A Waste Con	1,457.84	1349305S111-Garbage Service WWTP; 13490678S111-WWTP Waste Disposal; 13486643S111-WWTP Waste Disposal																																
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APs		Amount	PO	For																																			
7716		506.55		1349305S111-Garbage Service WWTP																																			
7758		799.67		13490678S111-WWTP Waste Disposal																																			
7759		151.62		13486643S111-WWTP Waste Disposal																																			
1766	03/19/2026	Claims	631	58464	National League Of Cities	1,353.00	195838-0000369750 Membership Dues-NLC																																
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APs		Amount	PO	For																																			
7783		1,353.00		195838-0000369750 Membership Dues-NLC																																			
1767	03/19/2026	Claims	631	58465	Nisqually Indian Tribe	868.20	5238-Jail Fees-FEB26																																
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APs		Amount	PO	For																																			
7750		868.20		5238-Jail Fees-FEB26																																			
1768	03/19/2026	Claims	631	58466	O'Reilly Auto Parts	354.51	1265583-FEB26																																
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APs		Amount	PO	For																																			
7715		354.51		1265583-FEB26																																			
1769	03/19/2026	Claims	631	58467	Orca Pacific, Inc	3,420.21	#INV0617626-Chlorine for Water-PO564																																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">APs</td> <td style="width: 15%;"></td> <td style="width: 15%;">Amount</td> <td style="width: 15%;">PO</td> <td style="width: 15%;">For</td> <td colspan="3"></td> </tr> <tr> <td>7714</td> <td></td> <td>3,420.21</td> <td></td> <td>#INV0617626-Chlorine for Water-PO564</td> <td colspan="3"></td> </tr> </table>								APs		Amount	PO	For				7714		3,420.21		#INV0617626-Chlorine for Water-PO564																			
APs		Amount	PO	For																																			
7714		3,420.21		#INV0617626-Chlorine for Water-PO564																																			
1770	03/19/2026	Claims	631	58468	P.C. Budget & Finance	2,277.75	CI-383678 C-104188 RCC Membership Dues 1st QRT																																

WARRANT/CHECK REGISTER

City of Orting

Time: 13:53:26 Date: 03/20/2026

03/12/2026 To: 03/25/2026

Page: 6

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		APs	Amount	PO	For		
		7778	2,277.75		CI-383678 C-104188 RCC Membership Dues 1st QRT		
1771	03/19/2026	Claims	631	58469	Power Systems West LLC	2,076.50	512667000184-Replacement of Barreries for City Hall Generator-PO555
		APs	Amount	PO	For		
		7803	2,076.50		512667000184-Replacement of Barreries for City Hall Generator-PO555		
1772	03/19/2026	Claims	631	58470	Prothman	6,166.67	2026-9239 City Administrator Search
		APs	Amount	PO	For		
		7782	6,166.67		2026-9239 City Administrator Search		
1773	03/19/2026	Claims	631	58471	Puget Sound Energy	15,772.93	30000002406-MAR26-Street Lights; 220040571097-MAR26 Street Lights; 400004331759-MAR26 Construction Service-Reader Board; 200019646914-MAR26 Street Lights; 220040572046-MAR26 Street Lights
		APs	Amount	PO	For		
		7711	13,365.95		300000002406-MAR26-Street Lights		
		7712	69.31		220040571097-MAR26 Street Lights		
		7772	2,141.78		400004331759-MAR26 Construction Service-Reader Board		
		7807	173.59		200019646914-MAR26 Street Lights		
		7808	22.30		220040572046-MAR26 Street Lights		
1774	03/19/2026	Claims	631	58472	Puget Sound Regional Coun	2,898.00	000185-PSRC FY2026 Membership Dues
		APs	Amount	PO	For		
		7732	2,898.00		000185-PSRC FY2026 Membership Dues		
1775	03/19/2026	Claims	631	58473	PumpTech, LLC	6,456.12	18919-Pull & Inspect Well at Cemetery
		APs	Amount	PO	For		
		7802	6,456.12		18919-Pull & Inspect Well at Cemetery		
1776	03/19/2026	Claims	631	58474	Puyallup, City of	2,035.00	2928-Jail Fees for FEB26
		APs	Amount	PO	For		
		7725	2,035.00		2928-Jail Fees for FEB26		
1777	03/19/2026	Claims	631	58475	Quigg Bros., Inc.	162,700.33	2024-01 Orting Emergency Evacuation Bridge-Pay Request 15
		APs	Amount	PO	For		
		7779	162,700.33		2024-01 Orting Emergency Evacuation Bridge-Pay Request 15		
1778	03/19/2026	Claims	631	58476	Randles Sand & Gravel	780.06	444463 Brush-Sod-Tree Removal-PO572; 444464-Brush-Sod-Tree Removal-PO572
		APs	Amount	PO	For		
		7722	552.60		444463 Brush-Sod-Tree Removal-PO572		

WARRANT/CHECK REGISTER

City of Orting

Time: 13:53:26 Date: 03/20/2026

03/12/2026 To: 03/25/2026

Page: 7

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
<hr/>							
		APs	Amount	PO	For		
		7723	227.46		444464- Brush-Sod-Tree Removal-PO572		
1779	03/19/2026	Claims	631	58477	SCORE	8,308.84	9300-Jail Fees FEB26; 9341-SCORE Jail Virtual Court Fee3 7430
<hr/>							
		APs	Amount	PO	For		
		7727	8,233.84		9300-Jail Fees FEB26		
		7728	75.00		9341-SCORE Jail Virtual Court Fee3 7430		
1780	03/19/2026	Claims	631	58478	Spectra Laboratories	616.00	5011466 Effluent Sampling PO569
<hr/>							
		APs	Amount	PO	For		
		7729	616.00		5011466 Effluent Sampling PO569		
1781	03/19/2026	Claims	631	58479	Dept LA Staples Advantage	166.55	7675849257-Hepastat 256-PO552; 7675787866-Pens-Wireless Mouse-Adhesive Dots
<hr/>							
		APs	Amount	PO	For		
		7747	107.74		7675849257-Hepastat 256-PO552		
		7748	58.81		7675787866-Pens-Wireless Mouse-Adhesive Dots		
1782	03/19/2026	Claims	631	58480	Sumner Lawn'n Saw	640.73	163470-Pruning Saw-PO562; 163619-Air Filter-Pick Up Body-Spark Plug-Fuel Filter-Air Filter-Rope-Saw Service kit-Trimmer-575
<hr/>							
		APs	Amount	PO	For		
		7713	121.10		163470-Pruning Saw-PO562		
		7720	519.63		163619-Air Filter-Pick Up Body-Spark Plug-Fuel Filter-Air Filter-Rope-Saw Service kit-1		
1783	03/19/2026	Claims	631	58481	Sunnyside, City Of	2,200.76	1850-Jail Fees-Feb 2026; 17111-Medication for an Inmate
<hr/>							
		APs	Amount	PO	For		
		7683	2,144.52		1850-Jail Fees-Feb 2026		
		7726	56.24		17111-Medication for an Inmate		
1784	03/19/2026	Claims	631	58482	Sunset Ford	708.97	FOCS375510-2022 Ford Interceptor14857-New Battery
<hr/>							
		APs	Amount	PO	For		
		7685	708.97		FOCS375510-2022 Ford Interceptor14857-New Battery		
1785	03/19/2026	Claims	631	58483	Systems For Public Safety Inc	126.62	49481-Disconnect Fuse that was Draining the Battery-PO596-FA1218
<hr/>							
		APs	Amount	PO	For		
		7767	126.62		49481-Disconnect Fuse that was Draining the Battery-PO596-FA1218		
1786	03/19/2026	Claims	631	58484	UniFirst Corporation	201.52	2220294642-Uniform Service; 2220297130-Uniform Service
<hr/>							
		APs	Amount	PO	For		
		7719	100.76		2220294642-Uniform Service		
		7769	100.76		2220297130-Uniform Service		

WARRANT/CHECK REGISTER

City of Orting

Time: 13:53:26 Date: 03/20/2026

03/12/2026 To: 03/25/2026

Page: 8

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1787	03/19/2026	Claims	631	58485	UniFirst First Aid + Safety	534.81	K-626427 First Aid Supplies, K626428-First Aid Supplies for Cabinet-PO595
		APs	Amount	PO	For		
		7749	94.40		K-626427 First Aid Supplies		
		7768	440.41		K626428-First Aid Supplies for Cabinet-PO595		
1788	03/19/2026	Claims	631	58486	Usabluebook	1,071.05	INV00979094-AmmoniaReagent-Ammonia Test
		APs	Amount	PO	For		
		7710	1,071.05		INV00979094-AmmoniaReagent-Ammonia Test		
1789	03/19/2026	Claims	631	58487	Utilities Underground Location Center	93.84	6020213-Locates-Feb26-PO559
		APs	Amount	PO	For		
		7721	93.84		6020213-Locates-Feb26-PO559		
1790	03/19/2026	Claims	631	58488	Washington Rock Quarries,	1,655.88	129927-Crushed Surface Rock-PO601
		APs	Amount	PO	For		
		7770	1,655.88		129927-Crushed Surface Rock-PO601		
1791	03/19/2026	Claims	631	58489	ATTN Accounts Payable Washington Technology Services/WA Tech	285.00	90112026020025-Data Line For PD Finger Printing Machine
		APs	Amount	PO	For		
		7687	285.00		90112026020025-Data Line For PD Finger Printing Machine		
1792	03/19/2026	Claims	631	58490	Water Management Lab Inc.	684.00	235714-Monthly WQM Testing PO539- WO4792; 235899-Lab Testing PO539- WO4792; 236114-Lab Testing WO4792
		APs	Amount	PO	For		
		7730	190.00		235714-Monthly WQM Testing PO539- WO4792		
		7731	245.00		235899-Lab Testing PO539- WO4792		
		7771	249.00		236114-Lab Testing WO4792		
1793	03/19/2026	Claims	631	58491	Wells Fargo Vendor Financial Services LL	212.19	5037716011-City Hall Copier Lease
		APs	Amount	PO	For		
		7773	212.19		5037716011-City Hall Copier Lease		
1794	03/19/2026	Claims	631	58492	Wex Bank	2,699.49	111260546-Fuel Police
		APs	Amount	PO	For		
		7698	2,699.49		111260546-Fuel Police		

001 Current Expense	83,312.12
101 City Streets	177,889.97
104 Cemetery	7,040.82
105 Parks Department	3,213.59
401 Water	14,334.87
408 Wastewater	12,174.96

WARRANT/CHECK REGISTER

City of Orting

Time: 13:53:26 Date: 03/20/2026

03/12/2026 To: 03/25/2026

Page: 9

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		410 Stormwater				6,410.34	
						<u>304,376.67</u>	Claims: 304,376.67

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

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

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

WARRANT/CHECK REGISTER

City of Orting

Time: 15:51:09 Date: 03/20/2026

03/20/2026 To: 03/20/2026

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1662	03/20/2026	Payroll	1	EFT		4,112.50	Mar 1-15, 2026
1663	03/20/2026	Payroll	1	EFT		1,240.80	Mar 1-15, 2026
1664	03/20/2026	Payroll	1	EFT		2,941.30	Mar 1-15, 2026
1665	03/20/2026	Payroll	1	EFT		1,690.94	Mar 1-15, 2026
1666	03/20/2026	Payroll	1	EFT		2,070.51	Mar 1-15, 2026
1667	03/20/2026	Payroll	1	EFT		2,510.23	Mar 1-15, 2026
1668	03/20/2026	Payroll	1	EFT		3,249.22	Mar 1-15, 2026
1669	03/20/2026	Payroll	1	EFT		1,598.49	Mar 1-15, 2026
1670	03/20/2026	Payroll	1	EFT		1,237.80	Mar 1-15, 2026
1671	03/20/2026	Payroll	1	EFT		3,975.01	Mar 1-15, 2026
1672	03/20/2026	Payroll	1	EFT		3,859.46	Mar 1-15, 2026
1673	03/20/2026	Payroll	1	EFT		4,147.31	Mar 1-15, 2026
1674	03/20/2026	Payroll	1	EFT		2,892.67	Mar 1-15, 2026
1675	03/20/2026	Payroll	1	EFT		4,586.92	Mar 1-15, 2026
1676	03/20/2026	Payroll	1	EFT		675.41	Mar 1-15, 2026
1677	03/20/2026	Payroll	1	EFT		1,948.79	Mar 1-15, 2026
1678	03/20/2026	Payroll	1	EFT		1,788.08	Mar 1-15, 2026
1679	03/20/2026	Payroll	1	EFT		2,497.70	Mar 1-15, 2026
1680	03/20/2026	Payroll	1	EFT		2,855.65	Mar 1-15, 2026
1681	03/20/2026	Payroll	1	EFT		3,593.11	Mar 1-15, 2026
1682	03/20/2026	Payroll	1	EFT		1,933.80	Mar 1-15, 2026
1683	03/20/2026	Payroll	1	EFT		2,256.38	Mar 1-15, 2026
1684	03/20/2026	Payroll	1	EFT		3,679.05	Mar 1-15, 2026
1685	03/20/2026	Payroll	1	EFT		1,978.32	Mar 1-15, 2026
1686	03/20/2026	Payroll	1	EFT		3,249.10	Mar 1-15, 2026
1687	03/20/2026	Payroll	1	EFT		4,031.83	Mar 1-15, 2026
1688	03/20/2026	Payroll	1	EFT		2,979.09	Mar 1-15, 2026
1689	03/20/2026	Payroll	1	EFT		1,891.69	Mar 1-15, 2026
1690	03/20/2026	Payroll	1	EFT		3,297.69	Mar 1-15, 2026
1691	03/20/2026	Payroll	1	EFT		4,115.78	Mar 1-15, 2026
1692	03/20/2026	Payroll	1	EFT		1,834.71	Mar 1-15, 2026
1693	03/20/2026	Payroll	1	EFT		3,256.08	Mar 1-15, 2026
1694	03/20/2026	Payroll	1	EFT		4,419.19	Mar 1-15, 2026
1695	03/20/2026	Payroll	1	EFT		2,302.94	Mar 1-15, 2026
1696	03/20/2026	Payroll	1	EFT		3,794.61	Mar 1-15, 2026
1697	03/20/2026	Payroll	1	EFT		2,046.14	Mar 1-15, 2026

WARRANT/CHECK REGISTER

City of Orting

Time: 15:51:09 Date: 03/20/2026

03/20/2026 To: 03/20/2026

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		APs	Amount	For			
1698	03/20/2026	Payroll	1	EFT		3,522.42	Mar 1-15, 2026
1699	03/20/2026	Payroll	1	EFT		3,311.06	Mar 1-15, 2026
1700	03/20/2026	Payroll	1	EFT		1,912.17	Mar 1-15, 2026
1701	03/20/2026	Payroll	1	EFT		1,806.70	Mar 1-15, 2026
1702	03/20/2026	Payroll	1	EFT		3,212.57	Mar 1-15, 2026
1703	03/20/2026	Payroll	1	EFT		2,498.10	Mar 1-15, 2026
1704	03/20/2026	Payroll	1	EFT		2,243.75	Mar 1-15, 2026
1705	03/20/2026	Payroll	1	EFT		4,197.62	Mar 1-15, 2026
1706	03/20/2026	Payroll	1	EFT		2,144.15	Mar 1-15, 2026
1707	03/20/2026	Payroll	1	EFT		2,675.83	Mar 1-15, 2026
1708	03/20/2026	Payroll	1	EFT	LEOFF Health and Welfare Trust	18,410.47	Pay Cycle(s) 03/20/2026 To 03/20/2026 - LEOFF Medical
		APs	Amount	For			
		7792	18,410.47	Pay Cycle(s) 03/20/2026 To 03/20/2026 - LEOFF Medical			
1709	03/20/2026	Payroll	1	EFT	Orting Police Guild	500.00	Pay Cycle(s) 03/20/2026 To 03/20/2026 - Police Guild Dues
		APs	Amount	For			
		7794	500.00	Pay Cycle(s) 03/20/2026 To 03/20/2026 - Police Guild Dues			
1799	03/20/2026	Payroll	1	EFT	Department of Retirement Systems	27,640.30	Pay Cycle(s) 03/20/2026 To 03/20/2026 - PERS2; Pay Cycle(s) 03/20/2026 To 03/20/2026 - LEOFF2; Pay Cycle(s) 03/20/2026 To 03/20/2026 - PERS3; Pay Cycle(s) 03/20/2026 To 03/20/2026 - DCP (pre-tax); Pay
		APs	Amount	For			
		7787	11,488.78	Pay Cycle(s) 03/20/2026 To 03/20/2026 - PERS2			
		7788	8,111.96	Pay Cycle(s) 03/20/2026 To 03/20/2026 - LEOFF2			
		7789	2,877.26	Pay Cycle(s) 03/20/2026 To 03/20/2026 - PERS3			
		7790	3,468.39	Pay Cycle(s) 03/20/2026 To 03/20/2026 - DCP (pre-tax)			
		7791	1,693.91	Pay Cycle(s) 03/20/2026 To 03/20/2026 - DCP Roth (post-tax)			
1800	03/20/2026	Payroll	1	EFT	IRS-FTD	52,104.02	941 Deposit for Pay Cycle(s) 03/20/2026 - 03/20/2026
		APs	Amount	For			
		7800	52,104.02	941 Deposit for Pay Cycle(s) 03/20/2026 - 03/20/2026			
1801	03/20/2026	Payroll	1	EFT	Washington State Support Registry	467.50	Pay Cycle(s) 03/20/2026 To 03/20/2026 - Support Registry
		APs	Amount	For			
		7784	467.50	Pay Cycle(s) 03/20/2026 To 03/20/2026 - Support Registry			

WARRANT/CHECK REGISTER

City of Orting

Time: 15:51:09 Date: 03/20/2026

03/20/2026 To: 03/20/2026

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1802	03/20/2026	Payroll	631	24346	Jason Wilson-Aguilar	689.00	Pay Cycle(s) 03/20/2026 To 03/20/2026 - Chap 13 Trustee

APs	Amount	For
7799	689.00	Pay Cycle(s) 03/20/2026 To 03/20/2026 - Chap 13 Trustee

001 Current Expense	109,986.45
101 City Streets	8,150.00
104 Cemetery	2,477.13
105 Parks Department	6,130.58
401 Water	36,157.50
408 Wastewater	39,509.59
410 Stormwater	25,462.71

227,873.96 Payroll: 227,873.96

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

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

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

COUNCILMEMBERS

- Position No.
- 1. Ed Torres
- 2. John Williams
- 3. Don Tracy
- 4. Jeff Sproul
- 5. Stanley Holland
- 6. Greg Hogan
- 7. Dale Reed



ORTING CITY COUNCIL
 Study Session Minutes
 104 Bridge Street S, Orting, WA
 Zoom – Virtual
 March 11th, 2026
 5:00pm

Deputy Mayor Jeff Sproul, Chair.

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

Deputy Mayor Sproul called the meeting to order at 5:00pm. Councilmember Holland led the pledge of allegiance.

Councilmembers present: Councilmembers John Williams, Stanley Holland, and Greg Hogan.

Virtual: Councilmember Dale Reed and Deputy Mayor Jeff Sproul.

Absent: Councilmember Ed Torres.

Motion: Councilmember Williams made a motion to excuse Councilmember Torres. Seconded by Councilmember Holland.

Motion passed (6-0).

2. FINANCE REPORT - Finance Director Tammy Moter.

Finance Director Tammy Moter presented the January 2026 financial report.

3. EXECUTIVE SESSION.

4. ADJOURNMENT.

Motion: Councilmember Holland made a motion to adjourn. Seconded by Councilmember Hogan.

Motion passed (6-0).

Deputy Mayor Sproul adjourned the meeting at 5:47p.m.

ATTEST:

Jeff Sproul, Deputy Mayor

Kimberly Agfalvi, CMC
 Assistant City Administrator/City Clerk

COUNCIL MEMBERS

- Position No.
- 1. Ed Torres
- 2. John Williams
- 3. Don Tracy
- 4. Jeff Sproul
- 5. Stanley Holland
- 6. Greg Hogan
- 7. Dale Reed



ORTING CITY COUNCIL
 Regular Business Meeting Minutes
 104 Bridge Street S, Orting, WA
 Zoom – Virtual
 March 11th, 2026
 6:00 p.m

Mayor Scott Drennen, Chair

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

Mayor Drennen called the meeting to order at 6:00pm. Councilmember Holland led the Pledge of Allegiance.

Councilmembers present: Councilmembers John Williams, Stanley Holland, and Greg Hogan.

Virtual: Councilmembers Ed Torres, Don Tracy, Dale Reed, and Deputy Mayor Jeff Sproul.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

3. PUBLIC COMMENTS.

The following people made public comments:

- Shawn Bunney
- James Breslin

4. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated March 11th, 2026, in the amount of \$606,307.24 which includes voucher number 58375 through 58424 and electronic fund transfers in the amount of \$0.00 for a grand total of \$606,307.24.

B. Payroll Voucher.

Payroll electronic deposit transmissions in the amount of \$276,367.50 and warrant 24345 in the amount of \$689.00 for a grand total of \$277,056.50 for the period covering February 15-28, 2026.

C. Meeting Minutes – February 25th, 2026.

Motion: Deputy Mayor Sproul made a motion to approve the consent agenda as prepared. Seconded by Councilmember Holland.

Motion passed (7-0).

5. OLD BUSINESS.

A. AB26-23 – Contract Amendment – Wilson Engineering.

Interim City Administrator Mark Bethune briefed on a proposed contract amendment with Wilson Engineering. Council discussion followed.

Motion: Councilmember Hogan made a motion to authorize the Mayor to execute a contract amendment for the engineering and design of a biosolids facility at Wastewater Treatment facility that uses contingency funds of \$82,320.81. Seconded by Councilmember Holland.

Motion was defeated (3-4). Aye – Hogan, Holland, Sproul. Nay – Reed, Torres, Tracy, Williams.

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

Next Regular Meeting: March 25th, 2026

B. AB26-27 – Kansas Street SW – Change Order Compliance.

Interim City Administrator Mark Bethune briefed on a proposed change order with Active Construction. Council discussion followed.

Motion: Councilmember Hogan made a motion to authorize the Mayor or his designee to execute the change order with Active Construction, Inc. in the amount of \$149,820.95. Seconded by Deputy Mayor Sproul.

Motion was defeated (3-4). Aye – Hogan, Holland, Sproul. Nay – Reed, Torres, Tracy, Williams.

C. AB26-25 – Ranier Communications Commission (RCC) Contract Audit.

Interim City Administrator Mark Bethune briefed on a proposed Rainier Communications Commission (RCC) contract audit. Council discussion followed.

Motion: Deputy Mayor Sproul made a motion to authorize the Mayor to spend \$10,000.00 on an audit of Comcast with the Rainier Communications Commission. Seconded by Councilmember Williams.

Motion was defeated (0-7).

6. EXECUTIVE SESSION.

No executive session was held.

7. ADJOURNMENT.

Motion: Councilmember Holland made a motion to adjourn. Seconded by Deputy Mayor Sproul.

Motion passed (7-0).

Mayor Drennen adjourned the meeting at 6:44pm.

ATTEST:

Scott Drennen, Mayor

Kimberly Agfalvi, CMC
Assistant City Administrator/City Clerk



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Resolution No. 2026-09– City Sponsorship of the Orting Valley Farmers Market.	AB25-26	Committee of Whole		
		3.18.2026		04.01.2026
	Department:	Administration		
	3.10.2026	2.27.2025		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Kim Agfalvi, Assistant City Administrator/City Clerk			
Fiscal Note: None				
Attachments: Application and Resolution No. 2026-09				
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from the Orting Valley Farmers Market for sponsorship of their summer market series. The Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. 				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2026-09, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Valley Farmer’s Market.				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2026-09**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY SPONSORSHIP OF THE ORTING
VALLEY FARMER’S MARKET.**

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 Valley Farmer’s Market; and

WHEREAS, the City Council’s Committee of Whole reviewed the application on March 17th, 2026, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Valley Farmer’s Market 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 Valley Famer’s Market’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 Valley Farmer’s Market 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 Valley Farmer’s Market, pursuant to the City’s Policy. This authorization extends to each event identified on the Orting Valley Farmer’s Market’s

application for sponsorship, on every Friday between May 9th, 2026, and August 28th, 2026. The Mayor is authorized to enter into a contract with the Orting Valley Farmer's market 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 1st DAY OF April 2026.

CITY OF ORTING

Scott Drennen, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, CMC,
Assistant City Administrator/City Clerk

Approved as to form:

Daniel Lloyd, City Attorney
Lighthouse Law Group, PLLC



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: JoAnn Holbrook

ORGANIZATION NAME: Orting Valley Farmers Market

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

MAILING ADDRESS: P.O. Box 1665, Orting WA. 98360

EVENT NAME: Orting Valley Farmers Market

BRIEF DESCRIPTION OF EVENT: Weekly Farmers Market

DATE(S) OF EVENT: May 9th 10:30-2:30pm & Each Friday May 15th thru August 28th 3pm-7pm & July 4th Noon-5pm. No Mkt July 3rd

EVENT TIMES: Set-Up 12:30pm Start of Event 3:00pm Exit Time 7:00pm End of Event 8:00pm

ANTICIPATED NUMBER OF ATTENDEES: Low Estimate 400 High Estimate 1500

PRIMARY CONTACT NAME: JoAnn Holbrook PHONE: 206-300-8650
 PRIMARY CONTACT EMAIL: ovfmcontact@gmail.com
 DAY-OF CONTACT NAME: JoAnn Holbrook PHONE: 206-300-8650
 DAY-OF CONTACT EMAIL: ovfmcontact@gmail.com
 ALTERNATE CONTACT: JoAnn Holbrook PHONE: 206-300-0650

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 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 checked="" type="checkbox"/> Other (Please specify):
<u>Farmers Market</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 type="checkbox"/> BBQ Area | <input type="checkbox"/> Basketball Court (no charge) |
| <input 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 type="checkbox"/> South City Park Grass Areas (no charge) |
| <input type="checkbox"/> Charter Park (the skate park) | <input 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)?
 Typically garbage cans are set out as needed & garbage is disposed of in the North Park dumpster

Will you have adequate restroom facilities and where will they be placed (show on Map)?
 Station Building restrooms are used along with 2 porta potties spotted in North Park.

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?
 Used by various 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 type="checkbox"/> 1 Public Works staff	\$75/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input type="checkbox"/> 2 Public Works staff	\$150/hr x ___ hrs	\$ _____	<input type="checkbox"/>
<input 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 type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____	<input 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</u>	
Total For Special Event Services		\$ <u>100</u>	
Special Event Application Fee		\$ 200	
TOTAL TO BE PAID		\$ <u>300</u>	

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

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

If YES, ANTICIPATED NUMBER OF VENDORS: 30-50 weekly

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)

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?

Highway Banner and A-board signage at three locations in Orting.

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

Possible use of Bounce Houses as used at the 2024 Harvest Festival. All precautions & Insurances will be utilized as done at the 2024 Harvest Festival event.

9: AGREEMENTS

Initials: JH

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: JH

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: JH

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: JH

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: JH

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

Initials: JH

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: JH

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: JH

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: JH

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: JoAnn Holbrook Date: 01/20/26

Print Name & Title w/Organization: JoAnn Holbrook, Orting Valley Farmers Market - Manager

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

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

- End of Special Event Application -

City of Orting Sponsorship Application

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

REQUIREMENTS FOR CITY SPONSORSHIP OF A SPECIAL EVENT:

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

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

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

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

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

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

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

- End of Special Event Sponsorship Application -

APPENIX A

FACILITY RENTAL RATES

MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes 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 Valley Farmers Market Event Date: 5/9/26 + June - Aug

Primary Contact: JoAnn Holbrook Phone: 206-300-8650

Checklist/Timeline:

90+ Days Prior

- Completed Application received Date: 2/5/26 Initials: MA
- Payment of Fees (Amount: \$ 300) Date: 2/5 Initials: MA Receipt# 2026-TRCK-6622
- Event Map & Timeline Date: 2/5 Initials: MA
- Proof of Insurance (if sponsored) Date: 2/5 Initials: MA
- Completed Banner Application received Date: _____ Initials: _____
- Department Heads Meeting Date: _____
- Sponsorship Letter (if applicable) Date: 2/5 Initials: MA
- Approved by CGA (if sponsored) Date: _____

60 Days Prior (Date: 3/9)

- 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: 4/9)

- 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: _____



City of Orting
 PO Box 489
 Orting, WA 98360

Insurer's Rec - CK/Cash

2026-TRCK-6622

Receipt #: 2026-TRCK-6622 For: Orting Valley Farmers Market 2026
 Receipt Date: 02/05/2026
 Received By: Jennifer Corona
 Received From: Orting Valley Farmer's Market Account: 1894

Fund	BARS	Description	Amount
001.000.000	362 40 04 000	Fees - Special Events	300.00

RECEIPT TOTAL **300.00**
 CHECK 1604 300.00
 CASH
 CC/EFT
 CHANGE



ORTING VALLEY FARMERS MARKET

January 21, 2026

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

Thank you once again for the opportunity to host the 2026 Orting Valley Farmers Market. As in past years, the Orting Valley Farmers Market will again strive to utilize Vendors who offer creative, innovative, fresh, and tasty products along with live entertainment, children's programs, and a summertime setting that can be enjoyed by all.

This season, we are beginning our regular season with a Mother's Day market on Saturday, May 9th and we will continue our regular season Friday markets on Friday, May 15th through August 28th, not including Friday, July 3rd. Our Independence Day market will be hosted jointly with the City on Saturday, July 4th from Noon to 5pm. All regular season Farmers Markets will operate from 3:00pm to 7:00pm.

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

1. Use of all city facilities in North Park.
2. One Police officer who can make random passes through the market between the hours of 3pm and 7pm.
3. 1 Dumpster (already located at North Park).
4. 2 Standard Portable Restrooms to be located at North Park.
5. Electricity, including 2 Spider Boxes and 2 power cords.
6. Hanging of Banner over Washington Ave. for the entire market season. (TBD)

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

Respectfully,

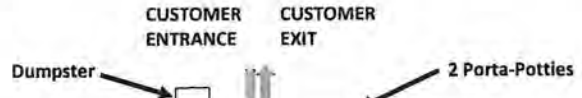
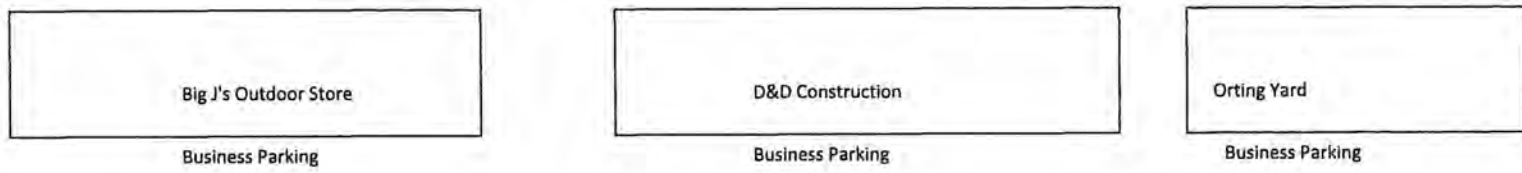
JoAnn Holbrook
Orting Valley Farmers Market - Manager



Orting Valley Farmers Market
 2025 Regular Season Layout
 Doug Graves - Market Manager

Saints Cosmos
 and Damian
 Church Parking

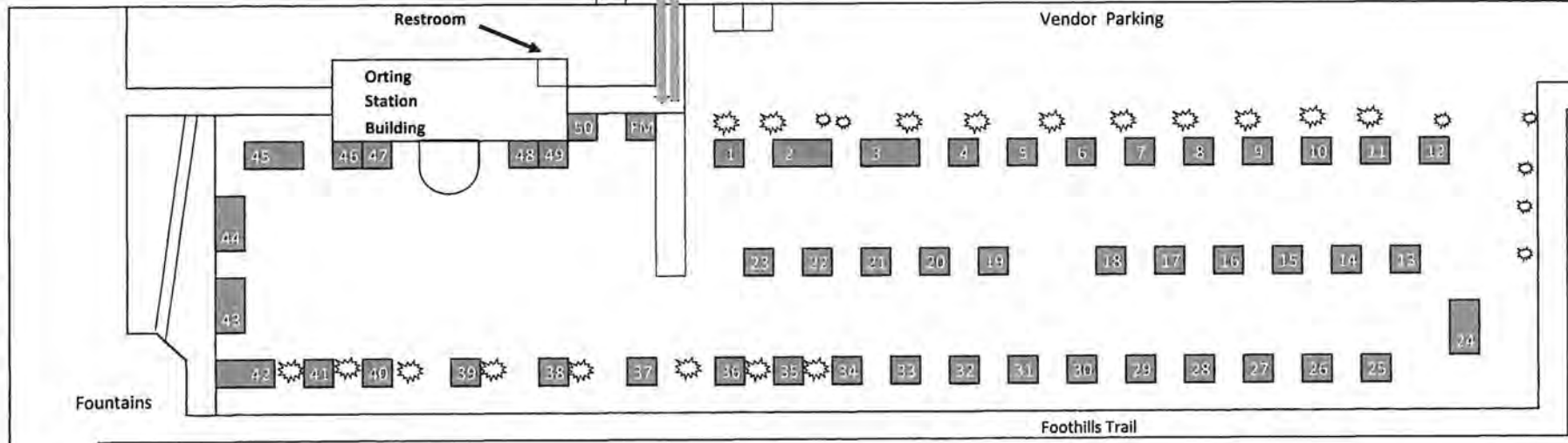
CORRIN AVE



Customer Parking

Vendor Parking

CALISTOGA ST



SR 1 6 2 / WASHINGTON AVE

BUSINESS INFORMATION

Business Name:

ORTING VALLEY FARMERS MARKET

UBI Number:

603 436 579

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

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

Principal Office Mailing Address:

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

Expiration Date:

08/31/2026

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

08/28/2014

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

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

Charitable Corporation:

Nonprofit EIN:

47-1671216

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

Has Members:

Public Benefit Designation:

Host Home:

REGISTERED AGENT INFORMATION

Registered Agent Name:

PRESIDENT

Street Address:

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

Mailing Address:

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

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		JOANN	HOLBROOK
GOVERNOR	INDIVIDUAL		DOUG	GRAVES



Special Event City Sponsorship Cost Estimate

Event Name: Orting Valley Farmers Market - Weekly Market
Event Date & Time: Every Friday 5/9/26 thru 8/28/26, 3:00-7:00pm, plus 7/4/26
Applicant/Organization: JoAnn Holbrook, Orting Valley Farmers Market

City Services Requested	# of hours	Estimated Cost
Use of North Park (includes Orting Station) - 17 total dates		\$5,100.00
2 Portable Restrooms (placed and maintained 5/9-8/28)		\$3,200.00
1 Dumpster		\$50.00
Hang Event Banner over Washington Ave.		\$300.00
Event Advertisement (reader board & social media)		\$150.00
Public Works Event Preparation - 2 staff (estimated \$150/hr)	8	\$1,200.00
Total Estimated Cost of Sponsorship*		\$10,000.00

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



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB26-33	03.18.2026		04.01.2026
Foothills Trail Realignment & Safety Enhancements Voluntary Return of Funds.				
	Department:	Public Works		
	Date Submitted:	03.18.2026		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	March 31st, 2026			
Submitted By:	Public Works			
Fiscal Note: This project is funded by the Federal Highway Administration (FHWA). The City received additional funds through the PSRC reauthorization process for design of the project.				
Attachments: N/A				
SUMMARY STATEMENT:				
<p>The City received grant funding from the Puget Sound Regional Council (PSRC) for the Foothills Trail Realignment and Safety Enhancements Project as a two-phase design and construction grant, with construction funds required to be obligated by June 1, 2026.</p> <p>At the Council’s direction, staff explored rescoping the project using an alternate alignment from the Main Park Master Plan that would reduce impacts to historic elements along Washington Avenue S (SR-162). However, rescoping the project would delay the start of design by approximately six to eight months and will require concurrence from the Washington State Department of Transportation (WSDOT), making it unlikely the City could meet the construction obligation deadline.</p> <p>Based on schedule analysis and discussions with PSRC, staff have been advised that a request to extend the construction obligation deadline to June 1, 2027, would likely be denied. PSRC has instead asked the City to voluntarily return the grant funds.</p> <p>Returning the funds would allow PSRC to reallocate them to other regional projects and would enable the City to pursue future grant opportunities once a clear project direction is established. If the City proceeds under the current grant and fails to meet the obligation deadline, the City would be required to repay all reimbursed design costs, including \$1,648.40 in staff time.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
To authorize the Mayor or his designee to voluntarily return funds to PSRC and cancel the Foothills Trail Realignment and Safety Enhancements project.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Landscaping Services – Bid Award.	AB26-29			
		03.18.2026	03.25.2026	03.25.2026
	Department:	Public Works		
	Date Submitted:	03.12.2026		
Cost of Item:	\$101,265.60			
Amount Budgeted:	\$95,000			
Unexpended Balance:	\$95,000			
Bars #:	001-512-51-41-007	Services - Landscape	\$1200	
	001-514-23-41-016	Services - Landscape	\$1500	
	001-521-50-42-004	Services - Landscape	\$1000	
	001-524-20-41-008	Services - Landscape	\$350	
	101-542-20-41-021	Services - Landscape	\$300	
	104-536-50-41-002	Services - Landscape	\$30000	
	105-576-80-48-008	Services - Landscape	\$55000	
	401-534-60-49-001	Services - Landscape	\$1000	
	408-535-10-41-016	Services - Landscape	\$1650	
	410-531-38-48-008	Services - Landscape	\$3000	
Timeline:	04.01.2026			
Submitted By:	Public Works Department			
Fiscal Note: This is for budget year 2026 as listed above. Calendar year 2027 is \$105,820.80. Calendar year 2028 is \$110,551.20. The three year total for all funds above is \$317,637.60.				
Attachments: Contract				
SUMMARY STATEMENT:				
<p>Staff solicited bids for the City’s three-year Landscaping Services Contract through the MRSC Small Works Roster, with 13 vendors notified and the project posted online. A total of three bids were received and evaluated for responsiveness and responsibility.</p> <p>The contract includes routine landscape maintenance services across four service schedules covering key City facilities and sites as noted below. This contract will allow Public Works Maintenance Staff to focus on seasonal maintenance activities to maintain approximately 40 miles of city streets and alleyways (striping, crack sealing, alley grading, and other weather permitting activities).</p> <p>Schedule A – Parks (April thru September): Landscape maintenance services for all City park facilities. Schedule B – Cemetery (April thru September): Ongoing grounds maintenance for the City cemetery. Schedule C – Rain Gardens (April thru September): Maintenance of City stormwater rain garden facilities. Schedule D – City Hall (Year Round): Landscape maintenance for City Hall grounds and city facilities.</p> <p>Following bid review, Frost Landscaping and Design (Orting, WA) was determined to be the lowest responsive and responsible bidder across the combined schedules. The proposed contract provides landscape maintenance services for calendar years 2026, 2027, and 2028 in accordance with the bid schedules and specifications. Approval of this agreement will ensure continued maintenance of City parks, civic facilities, cemetery grounds, and stormwater landscaping assets.</p>				

RECOMMENDED MOTION: Motion:

To authorize the Mayor to execute a three-year contract with Frost Landscaping and Design for Citywide Landscaping Services for 2026–2028, in accordance with Schedules A–D as presented in the bid documents.

CITY OF ORTING

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(360) 893-9039

**REQUEST FOR BIDS
SMALL PUBLIC WORKS PROJECT
RFP # PW2026-2028-01 City of Orting Landscape Maintenance
Services**

Table of Contents

Invitation to Bid

Section 1	Instructions to Bidders
Section 2	Specifications / Scope of Work
Section 3	Bid Price Sheet
Section 4	Template Contract

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INVITATION TO BID

Notice is hereby given that the City of Orting will receive bids for the public works project described herein.

General Project Description:

This project includes general Landscape Maintenance Services for calendar years, 2026, 2027 & 2028 to the City of Orting's Parks & Foothills Trail system, Orting Cemetery and Rain Gardens, pursuant to the Scope of Work in this bid packet.

Proposal Submittal Deadline & Location:

February 12, 2026, at 10:00AM
City of Orting
104 Bridge St S
Orting, WA 98360

Email Questions or call to:

gpalacios@cityoforting.org / (360) 893-9039

Mail Proposals To:

City of Orting
PO Box 489
Orting, WA 98360

Hand Carry Proposals To:

City of Orting
104 Bridge St S
Orting, WA 98360

Mark Envelope:

RFP # 2026-2028-01 City of Orting Landscape Maintenance Services
Attn: Laura Hinds

CITY OF ORTING

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SECTION 1 BID INSTRUCTIONS SMALL PUBLIC WORKS PROJECT RFP # PW2026-2028-01 City of Orting Landscape Maintenance Services

The City of Orting invites your firm to bid on the following project referenced below. Please examine the enclosed contract documents and contract specifications carefully so that you will be familiar with the requirements of the Small Public Works Contract.

The following project will be accomplished as a **SMALL WORKS PROJECT** and will be subject to prevailing wage laws. The City of Orting is an equal rights employer. **All quotations must be submitted on this form. This is not an order.** Please read all information given before preparing quotation. All bidders must meet the requirements of the Small Works Roster prior to quotation due date. To obtain Small Works information, please visit the MRSC Website at www.mrscrosters.org or contact MRSC Rosters at (206) 625-1300.

PROJECT TITLE: City of Orting Landscape Maintenance Services 3-Year Contract

Bid Submittal

Submitted bids shall include the following completed documents:

- All documents included in Section 2, pages 13-17.
- Section 3 Proposal Form, pages 18-21.

Section 4 is for review only. If awarded, Section 4, Statement of Intent to Pay Prevailing Wages from L&I, and Proof of current Contractors Liability Insurance will be requested from the lowest responsible bidder.

Bids may be submitted via email to: lhinds@cityoforting.org, USPS, or hand delivery to City Hall. Completed bids shall include sales tax of 9.5%.

Bids must be received no later than 10:00 a.m., Thursday, February 12, 2026.

Hand-deliver or mail to:

Orting City Hall
104 Bridge St S (mailing: PO Box 489)
Orting, WA 98360

A formal bid opening will not be held. Upon selection of a contractor, a summary of all bids received for this project will be available for review and can be obtained by email: lhinds@cityoforting.org

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INFORMATION PERTAINING TO PROJECT:

Prevailing Wages

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule can be obtained at Labor and Industries website at:

www.lni.wa.gov/TradesLicensing/PrevailingWage/RateDatabase/RatesTrade/default.asp.

No payment shall be issued until the City receives a “Statement of Intent to Pay Prevailing Wages” form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor. No final payment or release of any retainage will be made until the City receives an “Affidavit of Wages Paid” form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor.

Industrial Insurance (Workers Comp)

All Contractors and Subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the contract bond. This obligation survives final acceptance. Industrial Insurance rates may be found on the web at www.lni.wa.gov/ClaimsInsurance/RatePremium/About/Rates/default.asp.

Insurance

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor’s liability policy(ies), naming the City of Orting, its officers, employees and agents as Additional Insureds.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor’s risk and that he has familiarized itself with the conditions of the work site, and other contingencies likely to affect the work and has made its bid accordingly; and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

City of Orting Business License

A current Orting Business License is required prior to performing work in the City of Orting. Visit Department of Revenue website for endorsement. <https://dor.wa.gov/city-license-endorsements/orting>

Bid Award

In addition to the quoted price, the contract for this project will be awarded to the lowest responsible bidder based on the bidder’s ability, capacity and skill to perform the required work within the specified time, the quality of the bidder’s performance of previous contracts or services and the bidder’s compliance with laws relating to the contracts or services.

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The City of Orting shall issue a contract to the successful bidder. **Work may proceed when the following conditions have been met:**

- The contract has been fully executed by both parties.
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each and every Subcontractor.
- A copy of Commercial General Liability insurance has been received from the Contractor.

The City of Orting reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City. The City of Orting reserves the right to select the Schedule that will meet the City's budget. Schedule A, B or C may be selected or rejected.

Payment Schedule

Payment shall be made net 30 days after the City receives invoice for work completed and approved by Public Works Director.

Time of Completion

Work shall start in accordance with the Schedule noted in Section 3 of the contract and **the issuance of a notice to proceed**; or as directed by Public Works Director.

Contact Person

Public Works Assistant Laura Hinds: Office (360) 893-9039 or by email at lhinds@cityoforting.org.

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SECTION 2 BID SPECIFICATIONS RFP # PW2026-2028-01 City of Orting Landscape Maintenance Services

Scope:

The purpose of this Bid is to secure a contractor for providing general landscape maintenance services for Schedule A at designated parks and the Foothills trail system, Schedule B Orting Cemetery, and Schedule C Rain Gardens located within the City of Orting.

This Bid will begin with Schedule A, the general landscaped maintenance services of the 10 parks and the foothills trail. Locations and names of the parks are on the map included with this bid sheet. Schedule B for Cemetery Maintenance and Schedule C for Rain Garden Maintenance are included with this bid sheet.

General landscape maintenance services of all neighborhood parks & Cemetery will be maintained at the standard as identified in this Bid and as set forth by the City of Orting Public Works Director. The Quality Control manager as identified by the City of Orting will monitor the standard and approve or disapprove payment. Contractor will be required to wear high visibility clothing at all times and at all locations for the duration of this contract.

SCHEDULE A - PARKS AND FOOTHILLS TRAIL & CITY HALL LOCATIONS: WEEKLY SERVICES

Williams Park-- SR 162 E

IN VILLAGE GREEN. FROM SR 162 E, ACCESS LANE BLVD NW, TURN ONTO SIGAFOOS AVE NW, RIGHT TO ROSS ST NW

Williams Park - 0.47 Acres

Foothills Trail-- STARTS NORTH OF WILLIAMS BLVD NW AT CITY LIMIT SIGN (ABOUT 315' NORTH OF WILLIAMS BLVD NW) ON WEST SIDE OF SR 162 E, ENDS AT MEADOW LANE SE - SEE ADDITIONAL TRAIL AREAS FOR MORE ACREAGE

Foothills Bike Trail - 10 Acres

Whitehawk Park-- ACCESS FROM SR 162 E, ONTO WHITEHAWK BLVE NW, TO END AT ORTING AVE NW

Whitehawk Park - 4 Acres

Memorial Park-- WHITESSELL ST SW (BETWEEN CORRIN AVE NW & SR 162 E)
SMALL SITTING AREA, REQUIRES WEEDING ONLY

Memorial Park 0.017 Acre

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North Park—WEST SIDE OF SR 162 E AND CALISTOGA ST W
North Park - 1.38 Acres

MAIN PARK--INCLUDES 2 SECTIONS FROM CALISTOGA ST W TO BRIDGE ST SW
ALSO INCLUDES WEEDING OF PLANTER STIPS ALONG VAN SCOYOC AVE SW, WEEDING
AROUND GAZEBO, WEEDING AROUND TARPOT NEAR COVERED BBQ AREA
Main City Park - 7.17 Acres

TRIANGLE PARK--CORNER OF VARNER AVE SE & BRIDGE ST SE
Triangle Park - 0.19 Acres

THREE CORNER PARK--HARMAN WAY S (SR 162 E) AND CORRIN AVE SE
Three Corners Park - 0.06 Acres

CHARTER PARK/SKATEBOARD PARK--WASHINGTON AVE S (NEXT TO FIRE/POLICE
DEPT) TO MEADOW LN SE AND WEST SIDE OF THE BIKE TRAIL FROM BRIDGE ST S (SR 162
E) TO MEADOW LN SE
Charter Park - 13.44 Acres

RAINIER MEADOWS PARK--BROWN WAY SE--ACCESS FROM WASHINGTON AVE S, ONTO
BROWN ST SE
Rainer Meadows – 4.12 Acres

CALISTOGA PARK & DOG PARK--CALISTOGA ST W & SKINNER WAY SW
Calistoga Park - 6.29 Acres

MPC/LIBRARY 202 WASHINGTON AVE S – 1 SMALL GRASS STRIP FACING WASHINGTON
AVE S, 1 SMALL GRASS STRIP FACING TRAIN ST SE AND WEEDING AROUND BUILDING

CITY HALL – 104 BRIDGE ST S - - WEEDING OF PLANTER BEDS, TRIMMING
SHRUBS/PLANTS IN APRIL AND SEPTEMBER; MOWING, WEED EATING AND EDGING

CITY OF ORTING

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SCHEDULE B - ORTING CEMETERY – 19716 Orting Kapowsin Hwy E

WEEKLY SERVICES

Orting Cemetery – 9.46 Acres

SERVICES TO INCLUDE WEEKLY GENERAL LANDSCAPE MAINTENANCE SERVICES INCLUDES MOWING AND POWER WEEDING BETWEEN HEADSTONES WHERE RIDING EQUIPMENT CANNOT REACH, NOT TO DAMAGE HEADSTONES. CLEAR HEADSTONES OF VEGETATION CLIPPINGS/DEBRIS AFTER MOWING & POWER WEEDING.

TWO ADDITIONAL SERVICES: ONE BEGINNING OF FIRST FULL WEEK OF APRIL AND SECOND NEAR END OF CONTRACT IN LATE SEPTEMBER TO INCLUDE TRIMMING OF ALL HEDGES & BUSHES. LAUREL HEDGE ALONG ORTING KAPOWSIN HWY 4' (FT) IN HEIGHT AND 8' (FT) WIDE FOR ENTIRE LENGTH OF HEDGE.

SCHEDULE C - RAIN GARDENS

MONTHLY SERVICE – FIRST FULL WEEK OF CONTRACTED MONTH (APRIL) AND LAST FULL WEEK OF CONTRACTED MONTH (SEPTEMBER)

3 Locations – 0.10 Acres

1. PLANTER STRIP ALONG MAIN CITY PARK STONE WALL, STREET SIDE OF WALL, ON WEST SIDE OF SR 162 E AT CORNER OF CALISTOGA ST W (NEAR PLAY EQUIPMENT AND PARK RESTROOM)
2. PLANTER STRIP ALONG SIDEWALK ON EAST SIDE OF SR 162 E NEAR CORNER OF WHITESELL ST NE (ACROSS FROM ORTING DEPOT)
3. PLANTER STIP ALONG WEST SIDE OF SR 162 E (BETWEEN FOOTHILLS TRAIL AND HWY) AT CORNER OF WHITESELL ST NW (IN FRONT OF PIONEER VILLAGE/SAFEWAY GAS STATION)

Services include 1 time monthly general ground weeding and trimming of vegetation. Services to be completed in first full week of each contracted month.

Public Safety:

The successful Contractor's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. Contractor will contact City of Orting maintenance lead if conducting general maintenance activities will cause possible public safety issues within said City of Orting parks.

Google Maps Link:

<https://drive.google.com/open?id=17yOife1YUwYvLVZxWivOuRHpiOk&usp=sharing>

Term of Contract:

A contract awarded because of this Bid will start at first full week of April through last full week September (6 months) for contract years, 2026, 2027 & 2028.

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WORK REQUIREMENTS/REQUIRED SERVICES

General Maintenance Activity Requirements

1. Mowing

- a. **Typical Duties:** Inspect the area for debris and pick up as necessary. Mow turf to appropriate height, approximately two and a half (2.5) to three (3) inches. Identify work for other crews to perform.
- b. **Frequency:** This equates to mowing each park, in the list above, and the Foothills Trail, within the city limits, one (1) time per week for six (6) months (April-September).
Quality & Performance Requirement: When the work is done, turf is well manicured and aesthetically pleasing. Turf is always maintained at height of two and a half (2.5) to three (3) inches.

2. Rough Area Mowing and Weed Eating –

- a. **Description of Work:** All work associated with mowing of undeveloped areas. Weed eating areas missed or un-reachable by regular mowing. Weed eating or trimming around tree bases, signs, along wall or landscape borders. Work is done to reduce fire hazards, control noxious weeds, reduce rodent populations and enhance appearance.
- b. **Typical Duties:** Inspect the area for debris & litter, pick up as necessary. Mow or weed eat upon completion of inspection.
- c. **Frequency:** This equates to mowing each park, in the list above, and the Foothills Trail, within the city limits, one (1) time per week for six (6) months (April-September).
- d. **Quality & Performance Requirement:** When work is done, field shall be evenly mowed with no skipping and is aesthetically pleasing. Mowing is typically performed with a tractor and flail type pull behind mower attachment or handheld weed eater. The finished cut height will not exceed (3) inches.

3. Turf Edging –

- a. **Description of Work:** All work associated with edging of walkways, curbs, cement pads, shrub beds, and other areas requiring a well-defined and manicured edge. Work is performed to promote aesthetics and define edges in the specified areas.
- b. **Typical Duties:** Inspect work areas for hazards and other work needs. Edge sidewalks and flower beds, clean up edgings and haul off site. Blow off hard surface areas. Avoid damaging irrigation heads. Do not engage power blower or edger if public is nearby.
- c. **Frequency & Time of Year:** Work is generally completed once (1) every month during the turf growing season.
- d. **Quality & Performance Requirement:** Turf edges shall be sharply defined, straight and free of debris. Turf will be maintained to within two (2) inches of asphalt edge and to within (1/4) one quarter inch of concrete edge.

CITY OF ORTING

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4. Turf Debris Removal –

- a. **Description of Work:** All work associated with cleaning turf and grounds with backpack or tractor mounted blowers, mechanical sweepers and manual raking. Remove leaves, storm debris and excess grass clippings.
- b. **Typical Duties:** Remove debris from turf and load into container, haul debris from site for disposal.
- c. **Frequency & Time of Year—**As needed
- d. **Quality & Performance Requirement:** Turf and grounds will be free of debris, well-manicured and aesthetically pleasing.

5. Raking and Weeding Shrub Beds

- a. **Description of Work:** All work associated with the raking and weeding of shrub beds using mainly manual methods. Work is performed to promote health of the plant materials and the aesthetics of the area.
- b. **Typical Duties:** Remove weeds and debris from shrub beds. Remove all weed roots to prevent weed to being reestablished. Haul debris from site.
- c. **Quality & Performance Requirement:** Shrub beds are free of weeds and debris.

6. Pavement Maintenance –

- a. **Description of Work:** All work associated with cleaning of hard surface areas. Work is typically performed on walkways, parking lots, street fronts and concrete surfaces using backpack and tractor mounted blowers and mechanical sweepers.
- b. **Typical Duties:** Clear surfaces of debris.
- c. **Frequency:** Hard surfaces will be blown off or swept after each mowing.
- d. **Quality & Performance Requirement:** Hard surfaces will be clean and free of debris.

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All-encompassing issues pertaining to this Bid:

1. **Washington State Patrol Criminal Background Check Requirement (RCW 35.61.130):** All employees, volunteers, or independent contractors, who may, in the course of their work or volunteer activity with the City of Orting, have unsupervised access to children or vulnerable adults, shall go through a records check through the Washington State Patrol criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the federal bureau of investigation, including a finger print check using a complete Washington state criminal identification fingerprint card. The City of Orting shall provide a copy of the record report to the employee, volunteer, or independent contractor. When necessary, as determined by the City of Orting, prospective employees, volunteers, or independent contractors may be employed on a conditional basis pending completion of the investigation. If the prospective employee, volunteer, or independent contractor has had a record check within the previous twelve months, the City of Orting may waive the requirement upon receiving a copy of the record. The City of Orting at its discretion requires that the prospective employee, volunteer or independent contractor pay the costs associated with the background and records check.
2. **Contractor Identification Requirement:** The contractor is required to have the company name and/or logo with a contact phone number clearly marked on any vehicle or vehicles that are used in the course of doing any work at each park site. **Contractors' employees are required to always wear high-vis apparel while performing duties for the City.**
3. **Methods and procedures for completing General Maintenance Activities:** The contractor is responsible for determining the required labor, materials, equipment and supervision necessary to accomplish the tasks outlined in this solicitation. Contractor is responsible for adherence to all local codes, ordinances, rules, regulations and application requirements.
4. **Work Hours & Scheduling:** Scheduling of any contract inspection and contract work hours must be approved by the City of Orting City Administrator in advance of before commencing any work. The contractor shall submit for approval a schedule showing anticipated work hours and workdays prior to commencing any work. Work hours are between 7:30 am and 4:00 pm Monday through Saturday. With the exception of emergencies, only minimal work duties such as litter collection, garbage collection, and blowing walks will be allowed on weekends and legal holidays. City Hall @ 104 Bridge St S: Contractor shall not perform work past 8:00 a.m. on 1st and 3rd Tuesday of each month.
5. **Equipment:** Equipment to be used in performance of this contract shall be subject to inspection by the City at any time, prior to use in performance of any work. Inspection will ascertain the type and condition of the equipment, the state of repair, the ability of the equipment to perform the required work, compliance with all licensing laws (i.e. Washington State Dept. of Licensing, and safety laws as per OSHA and WISHA). Vehicles found to be lacking in licenses or in poor condition or repair (i.e. leaking, unclean, unpainted, lights, gauges etc.) or incapable of performing the required work may be rejected for use on this contract. This inspection may take place at any time at the election of the City maintenance manager and/or the Quality Control & Quality

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Assurance manager. Each contractor may undergo this inspection prior to the awarding of the contract.

The contractor that is awarded the contract will not undergo this inspection more often than once a month, unless there is evidence that the equipment is not properly functioning or in good repair. If after inspection, equipment is not fixed or in good repair, City of Orting reserves the right to conduct this inspection as often as desired. The equipment should be kept clean and in good repair at all times. Rejection of any equipment by City of Orting does not relieve the contractor of responsibility to perform required work. Failure to provide acceptable equipment is cause for City of Orting to cancel contract, nonpayment for general maintenance activities or seek monetary penalty for relief of damages rendered, or any combination thereof, as provided in this contract.

6. **Materials:** All materials, parts, repairs, and support services required to properly perform and complete the functions of this contract will be the sole responsibility of the contractor. No overhead costs will be added to any invoices.
7. **Material Spills & Environmental:** All material spills (fertilizers, herbicides, vehicle fluids, etc.) must be contained and cleaned up immediately to reduce or eliminate public, employee, and environmental hazards. Any spills that cannot be immediately contained must be quarantined to prevent public or worker exposure. The contractor will be responsible for any cleanup costs and landscape repairs associated with material spills. City of Orting Maintenance manager will be informed of any spills immediately via cellular phone.
8. **Request for Work:** All work must be authorized by the City of Orting maintenance manager prior to performance. Contractor is required to develop a weekly work execution plan and submit it to the City of Orting Public Works Director or designee for approval, the week preceding the planned performance date.
9. **Non-Performance of Work:** A general maintenance activity deemed “non-performing” will not be authorized for payment. Through Quality Assurance Random Sampling, Non-performance may be determined by the Quality Control Manager. Each determination of non-performance will be allowed one (1) opportunity for correction and re-inspection. Subsequent re-inspections will be charged for City of Orting staff time and those charges withheld from monthly payments to the contractor.

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STATEMENT OF BIDDER QUALIFICATIONS TO BE DECLARED RESPONSIBLE BIDDER PURSUANT TO RCW 39.04.350

Name of Contractor			
Address			
Phone Number			
WA State Dept of L&I Worker's Compensation No.			
WA State Dept of Licensing Contractor's Registration No.			
Expiration Date			
WA State Uniform Business Identifier No. (UBI)			
	<i>Must have UBI number before contract is awarded</i>		
WA State Dept of Revenue Tax No.			
Number of years the contractor has been engaged in the construction business under the present firm name above			

	Yes	No	
1.			At the time of bid submittal, did the contractor have a certificate of contractor registration in compliance with Chapter 18.27 RCW, a plumbing contractor license in compliance with Chapter 18.106 RCW, an elevator contractor license in compliance with Chapter 70.87 RCW, or an electrical contractor license in compliance with Chapter 19.28 RCW, as required under the provisions of those chapters?
2.			Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW?
3.			Does the contractor have an Employment Security Department number as required in Title 50 RCW? Provide Employment Security Department number: _____
4.			Does the contractor have a state excise tax registration number as required in Title 82 RCW? Provide state excise tax registration number: _____
5.			Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?
6.			Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f)?
7.			Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) found to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW?

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (Thursday, January 22, 2026), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name
Signature of Authorized Official*

Printed Name and Title
Business Address
Business Telephone

Date

City/Other Location

State/Country

Check One: Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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CONTACT INFORMATION

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Bid proposal. **Failure to submit this form fully complete may result in disqualification of Bid Proposal.**

Bidder's Legal Name: _____
Company's dba: (if applicable) _____
CEO/President Name: _____

Federal EIN No. _____

Phone: (____) _____

Fax: (____) _____ E-Mail Address: _____

Mailing Address: _____

City _____ State _____ Zip _____

Physical Address: _____

City: _____ State _____ Zip _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? This does not include owners of stock if your firm is a publicly traded corporation.

YES: _____ NO: _____

If YES, please explain: _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?

YES: _____ NO: _____

If YES, please explain: _____

The Bidder as a contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of all exceptions and reason thereof)

YES: _____ NO: _____

Please explain: _____

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EXPERIENCE

Contractors must have at least five (5) years' experience as a contractor in this field or work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

Phone: _____ Contact Person: _____

2. Location and for whom performed:

Phone: _____ Contact Person: _____

3. Location and for whom performed:

Phone: _____ Contact Person: _____

4. Technician(s) must have at least two (2) years' experience in this field of work. Please provide experience details for technicians (2) to work on this contract:

STARTING TIME AND TIME OF COMPLETION:

The undersigned agrees that if awarded the contract he/she will start maintenance activities as stated in **SECTION 2, Terms of Contract**.

OWNER'S RIGHT RESERVED:

To reject any or all bids, to waive informalities, and to accept only such bids as may appear in the best interest of the owner.

CERTIFICATION:

The undersigned certifies that this bid has been arrived by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition.

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SECTION 3 PROPOSAL FORM:

RFP # PW2026-2028-01 City of Orting Landscape Maintenance Services

ATTENTION:

Having carefully examined the Invitation to Bid, Instructions to Bidders, General Conditions of the Contract, Supplementary General Conditions, Drawings, and the Specifications as well as the premises and conditions affecting the work, the undersigned proposes to furnish all plant, labor and material called for by the documents for The City of Orting – Parks and Foothills Trail Maintenance, AND/OR Orting Cemetery Maintenance, AND/OR Rain Garden Maintenance.

SCHEDULE A – PARKS AND FOOTHILLS TRAIL – WEEKLY SERVICES

For Work Completed in 2026:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
September	October 1 st			

For Work Completed in 2027:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
September	October 1 st			

For Work Completed in 2028:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
September	October 1 st			

*Tax amount is subject to change per state/county increase, contract shall be adjusted and signed by all parties if this should occur.

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SCHEDULE B – ORTING CEMETERY WEEKLY SERVICES

For Work Completed in 2026:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
**April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
**September	October 1 st			

For Work Completed in 2027:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
**April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
**September	October 1 st			

For Work Completed in 2028:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
**April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
**September	October 1 st			

*Tax amount is subject to change per state/county increase, contract shall be adjusted and signed by all parties if this should occur.

**Additional cost for April and September for trimming of all hedges and bushes.

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SCHEDULE C – RAIN GARDENS / PLANTER STRIP – MONTHLY SERVICE

For Work Completed in 2026:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
September	October 1 st			

For Work Completed in 2027:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
September	October 1 st			

For Work Completed in 2028:

Month Work Completed	Billing Date	Bid Amount	Tax Amount *9.5%	Total
April	May 1 st			
May	June 1 st			
June	July 1 st			
July	August 1 st			
August	September 1 st			
September	October 1 st			

*Tax amount is subject to change per state/county increase, contract shall be adjusted and signed by all parties if this should occur.

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SCHEDULE D – CITY HALL – YEAR-ROUND -- MONTHLY SERVICE

For Work Completed in 2026:

Months' Work Completed	Bid Amount	Tax Amount *9.5%	Total
February, March, April, May, June, July, August, September, December			

For Work Completed in 2027:

Months' Work Completed	Bid Amount	Tax Amount *9.5%	Total
February, March, April, May, June, July, August, September, December			

For Work Completed in 2028:

Months' Work Completed	Bid Amount	Tax Amount *9.5%	Total
February, March, April, May, June, July, August, September, December			

*Tax amount is subject to change per state/county increase, contract shall be adjusted and signed by all parties if this should occur.

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SECTION 4 CONTRACT

RFP # PW2026-2028-01 City of Orting Landscape Maintenance Services

Contractor/Vendor Name: _____ **Project No.:** PW2026-2028-01
Address: _____ **Budget Item:** 401, 405, 410, 104
Telephone: _____ **Project Name:** City of Orting Landscape
Maintenance Services

SCOPE OF WORK.

The Contractor shall perform those services described in the Specifications/Scope of Work included in the big package, hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

Scope:

The purpose of this Bid is to secure a contractor for providing general landscape maintenance services for Schedule A at designated parks and the Foothills trail system, City Hall and the Library. Schedule B Orting Cemetery, and Schedule C Rain Gardens and planter strip located within the City of Orting.

This Bid will begin with Schedule A, the general landscaped maintenance services of the 10 parks and the foothills trail. Locations and names of the parks are on the map included with this bid sheet. Schedule B for Cemetery Maintenance and Schedule C for Rain Garden Maintenance included with this bid sheet.

General maintenance activity of all neighborhood parks and Cemetery will be maintained at the standard as identified in this Bid and as set forth by the City of Orting Public Works Director. The Quality Control manager as identified by the City of Orting will monitor the standard and approve or disapprove payment.

CITY OF ORTING

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SCHEDULE A - PARKS AND FOOTHILLS TRAIL LOCATIONS: WEEKLY SERVICES

Williams Park-- SR 162 E

IN VILLAGE GREEN. FROM SR 162 E, ACCESS LANE BLVD NW, TURN RIGHT ONTO SIGAFOOS AVE NW, RIGHT TO ROSS ST NW

Williams Park - 0.47 Acres

Foothills Trail-- STARTS NORTH OF WILLIAMS BLVD NW AT CITY LIMIT SIGN (ABOUT 315' NORTH OF WILLIAMS BLVD NW) ON WEST SIDE OF SR 162 E, ENDS AT MEADOW LANE SE - SEE ADDITIONAL TRAIL AREAS FOR MORE ACREAGE

Foothills Bike Trail - 10 Acres

Whitehawk Park-- ACCESS FROM SR 162 E, ONTO WHITEHAWK BLVE NW, TO END AT ORTING AVE NW

Whitehawk Park - 4 Acres

Memorial Park-- WHITESSELL ST SW (BETWEEN CORRIN AVE NW & SR 162 E) SMALL SITTING AREA, REQUIRES WEEDING ONLY

Memorial Park 0.017 Acre

North Park—WEST SIDE OF SR 162 E AND CALISTOGA ST W

North Park - 1.3 Acres

MAIN PARK--INCLUDES 2 SECTIONS FROM CALISTOGA ST W TO BRIDGE ST SW ALSO INCLUDES WEEDING OF PLANTER STIPS ALONG VAN SCOYOC AVE SW, WEEDING AROUND GAZEBO, WEEDING AROUND TARPOT NEAR COVERED BBQ AREA

Main City Park - 7.17 Acres

TRIANGLE PARK--CORNER OF VARNER AVE SE & BRIDGE ST SE

Triangle Park - 0.19 Acres

THREE CORNER PARK--HARMAN WAY S (SR 162 E) AND CORRIN AVE SE

Three Corners Park - 0.06 Acres

CHARTER PARK/SKATEBOARD PARK--WASHINGTON AVE S (NEXT TO FIRE/POLICE DEPT) TO MEADOW LN SE AND WEST SIDE OF THE BIKE TRAIL FROM BRIDGE ST S (SR 162 E) TO MEADOW LN SE

Charter Park - 13.44 Acres

RAINIER MEADOWS PARK--BROWN WAY SE--ACCESS FROM WASHINGTON AVE S, ONTO BROWN ST SE

Rainer Meadows – 4.12 Acres

CITY OF ORTING

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CALISTOGA PARK & DOG PARK--CALISTOGA ST W & SKINNER WAY SW

Calistoga Park - 6.29 Acres

MPC/LIBRARY 202 WASHINGTON AVE S – 1 SMALL GRASS STRIP FACING WASHINGTON AVE S, 1 SMALL GRASS BEDS FACING TRAIN ST SE AND WEEDING AROUND BUILDING

CITY HALL – 104 BRIDGE ST S – WEEDING OF PLANTER BEDS, TRIMMING OF SHRUBS/ PLANTS IN APRIL AND AUGUST, MOWING

SCHEDULE B - ORTING CEMETERY – 19716 Orting Kapowsin Hwy E

WEEKLY SERVICES

Orting Cemetery – 9.46 Acres

SERVICES TO INCLUDE WEEKLY GENERAL LANDSCAPE MAINTENANCE SERVICES INCLUDES MOWING AND POWER WEEDING BETWEEN HEADSTONES WHERE RIDING EQUIPMENT CANNOT REACH, NOT TO DAMAGE HEADSTONES. CLEAR HEADSTONES OF VEGETATION CLIPPINGS/DEBRIS AFTER MOWING & POWER WEEDING.

TWO ADDITIONAL SERVICES: ONE BEGINNING OF FIRST FULL WEEK OF APRIL AND SECOND NEAR END OF CONTRACT IN LATE SEPTEMBER TO INCLUDE TRIMMING OF ALL HEDGES & BUSHES. LAUREL HEDGE ALONG ORTING KAPOWSIN HWY 4' (FT) IN HEIGHT AND 8' (FT) WIDE FOR ENTIRE LENGTH OF HEDGE.

SCHEDULE C - RAIN GARDENS

MONTHLY SERVICE – FIRST FULL WEEK OF CONTRACTED MONTH (APRIL) AND LAST FULL WEEK OF CONTRACTED MONTH (SEPTEMBER)

3 Locations – 0.10 Acres

4. PLANTER STRIP ALONG MAIN CITY PARK STONE WALL, STREET SIDE OF WALL, ON WEST SIDE OF SR 162 E AT CORNER OF CALISTOGA ST W (NEAR PLAY EQUIPMENT AND PARK RESTROOM)
5. PLANTER STRIP ALONG SIDEWALK ON EAST SIDE OF SR 162 E NEAR CORNER OF WHITESELL ST NE (ACROSS FROM ORTING DEPOT)
6. PLANTER STIP ALONG WEST SIDE OF SR 162 E (BETWEEN FOOTHILLS TRAIL AND HWY) AT CORNER OF WHITESELL ST NW (IN FRONT OF PIONEER VILLAGE/SAFEWAY GAS STATION)

Services include 1-time monthly general ground weeding and trimming of vegetation. Services to be completed in first full week of each contracted month.

CITY OF ORTING

104 Bridge St S
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Work Requirements/ Required Services

General Maintenance Activity Requirements

1. Mowing

- c. **Typical Duties:** Inspect the area for debris and pick up as necessary. Mow turf to appropriate height, approximately two and a half (2.5) to three (3) inches. Identify work for other crews to perform.
- d. **Frequency:** This equates to mowing each park, in the list above, and the Foothills Trail, within the city limits, one (1) time per week for five (6) months (April-September).
- e. **Quality & Performance Requirement:** When the work is done, turf is well manicured and aesthetically pleasing. Turf is always maintained at height of two and a half (2.5) to three (3) inches.

2. Rough Area Mowing and Weed Eating –

- e. **Description of Work:** All work associated with mowing of undeveloped areas. Weed eating areas missed or un-reachable by regular mowing. Weed eating or trimming around tree bases, signs, along wall or landscape borders. Work is done to reduce fire hazards, control noxious weeds, reduce rodent populations and enhance appearance.
- f. **Typical Duties:** Inspect the area for debris & litter, pick up as necessary. Mow or weed eat upon completion of inspection.
- g. **Frequency: Quality & Performance Requirement:** When work is done, field shall be evenly mowed with no skipping and is aesthetically pleasing. Mowing is typically performed with a tractor and flail type pull behind mower attachment or handheld weed eater. The finished cut height will not exceed (3) inches.

3. Turf Edging –

- e. **Description of Work:** All work associated with edging of walkways, curbs, cement pads, shrub beds, and other areas requiring a well-defined and manicured edge. Work is performed to promote aesthetics and define edges in the specified areas.
- f. **Typical Duties:** Inspect work areas for hazards and other work needs. Edge sidewalks and flower beds, clean up edgings and haul off site. Blow off hard surface areas. Avoid damaging irrigation heads. Do not engage power blower or edger if public is nearby.
- g. **Frequency & Time of Year:** Work is generally completed once (1) every month during the turf growing season.
- h. **Quality & Performance Requirement:** Turf edges shall be sharply defined, straight and free of debris. Turf will be maintained to within two (2) inches of asphalt edge and to within (1/4) one quarter inch of concrete edge.

CITY OF ORTING

104 Bridge St S
Orting, WA 98360

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4. Turf Debris Removal –

- e. **Description of Work:** All work associated with cleaning turf and grounds with backpack or tractor mounted blowers, mechanical sweepers and manual raking. Remove leaves, storm debris and excess grass clippings.
- f. **Typical Duties:** Remove debris from turf and load into container, haul debris from site for disposal.
- g. **Frequency & Time of Year—**As needed
- h. **Quality & Performance Requirement:** Turf and grounds will be free of debris, well-manicured and aesthetically pleasing.

5. Raking and Weeding Shrub Beds

- d. **Description of Work:** All work associated with the raking and weeding of shrub beds using mainly manual methods. Work is performed to promote health of the plant materials and the aesthetics of the area.
- e. **Typical Duties:** Remove weeds and debris from shrub beds. Remove all weed roots to prevent weed to being reestablished. Haul debris from site.
- f. **Quality & Performance Requirement:** Shrub beds are free of weeds and debris.

6. Pavement Maintenance –

- e. **Description of Work:** All work associated with cleaning of hard surface areas. Work is typically performed on walkways, parking lots, street fronts and concrete surfaces using backpack and tractor mounted blowers and mechanical sweepers.
- f. **Typical Duties:** Clear surfaces of debris.
- g. **Frequency:** Hard surfaces will be blown off or swept after each mowing
- h. **Quality & Performance Requirement:** Hard surfaces will be clean and free of debris.

- 7. **Work Hours & Scheduling:** **Scheduling** of any contract inspection and contract work hours must be approved by the City of Orting City Administrator in advance of before commencing any work. The contractor shall submit for approval a schedule showing anticipated work hours and workdays prior to commencing any work. Work hours are between 7:30 am and 4:00 pm Monday through Saturday. With the exception of emergencies, only minimal work duties such as litter collection, garbage collection, and blowing walks will be allowed on weekends and legal holidays. City Hall @ 104 Bridge St S: Contractor shall not perform work past 8:00 a.m. on 1st and 3rd Tuesday of each month.

CITY OF ORTING

104 Bridge St S
Orting, WA 98360

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8. TIME OF COMPLETION.

The work shall commence as stated in **SECTION 2, Terms of Contract**, be completed no later than _____.

9. CONTRACT SUM.

The City shall pay the Contractor for the performance of the work the sum of \$_____, plus applicable Washington state sales tax.

10. PAYMENTS.

The City shall make payment to the contractor within 30 days of completion.

11. ACCEPTANCE AND FINAL PAYMENT.

Final 5% retainage payment shall be paid once all state required documents have been approved for release of payment, provided the contract is fully performed and accepted according to bid laws and prevailing wage laws in conformance with RCW 39.12.040

12. GENERAL CONTRACT TERMS

A. **Materials, Appliances, and Employees.**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Contractor warrants that all workmen and subcontractors shall be skilled and certified in their trades.

B. **Surveys, Permits, and Regulations.**

Where applicable, the City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes to existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

C. **Protection of Work, Property, and Persons.**

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

D. **Access to Work.**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

E. **City's Right to Terminate Contract.**

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make

CITY OF ORTING

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good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

F. **Contractor's Liability Insurance.**

The Contractor shall provide insurance coverage at the Contractor's cost that shall be maintained in full force and effect during the term of this contract, as follows:

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The city of Orting does not waive its right to subrogation against the contractor, and the policy shall be so endorsed. The Contractor shall instruct the insurers to give the City of Orting at least 30 days' advance notice of any insurance cancellation.

1. The Contractor shall submit to the City of Orting, within 15 days of the effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the contract.
2. The Contractor shall obtain at the Contractor's cost and maintain in full force and effect during the term of the contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers' compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
3. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
4. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's resource to any remedy available at law or in equity.
5. **Minimum Scope of Insurance.** The Contractor shall obtain insurance of the types described below:
 - a. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services office (ISO) form CA 00

CITY OF ORTING

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01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- b. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - c. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
- 6. Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
- a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and \$2,000,000 products – completed operations aggregate limit.
 - c. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Orting will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.
 - d. **Workers Compensation** with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
- 7. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:
- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute to it.

CITY OF ORTING

104 Bridge St S
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- b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.

8. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

G. Performance Bond.

The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.

H. Liens.

The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.

I. Separate Contracts.

The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.

J. Attorneys' Fees and Costs.

In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs subject to the provisions of RCW 39.04.240.

K. Cleaning Up.

The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.

L. Indemnification.

The Contractor shall protect, indemnify, and save the City of Orting harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to City of Orting equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Orting.

CITY OF ORTING

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- M. Independent Status of Contractor:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- N. Prevailing Wages.**

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

- O. Discrimination Prohibited.**

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

- P. Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department/agency.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF ORTING

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF ORTING

104 Bridge St S
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-9039

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:
