

**FINANCE, ADMINISTRATION & SUSTAINABLE RESOURCES  
COMMITTEE MEETING AGENDA FOR  
APRIL 15, 2019  
1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Sustainable Resources Committee meeting will be held at **1:15 p.m. on April 15, 2019** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

**AGENDA**

**I. Call to Order**

**II. Approval of Minutes from March 18, 2019 Meeting**

**III. Consent Items**

- |  |                   |
|--|-------------------|
| • Fire Dept HVAC Replacement (Station 3, 9 and 11)     | Curtis Harris     |
| • City Administrator Legislative Role Change Ordinance | CM Mumm           |
| • Neptune Technology Group – Value Blanket Renewal     | Loren Searl       |
| • Purchase of 10 Ford Escapes                          | Michaela Martinez |
| • Purchase of 3 Snow Plows                             | Michaela Martinez |
| • Purchase of used Pro Spotter                         | Michaela Martinez |
| • Purchase of a Combination Sewer Cleaner              | Michaela Martinez |
| • Purchase of a Hydro Jetter                           | Michaela Martinez |

**IV. Council Requests**

- |   |                  |
|---|------------------|
| • GF Reserve Report (Revenue Stabilization & Contingency) (5 min) | Crystal Marchand |
| • GF Reserve Ordinance (5 min)                                    | CM Mumm          |
| • NE PDA Draft Charter (10 min)                                   | CM Mumm          |
| • TIF Recap (5 min) as requested by CM Mumm in February           | Michelle Hughes  |

**V. Staff Requests**

- |  |                   |
|--|-------------------|
| 1. Resolution for the Sale of Surplus Property on Hartson Ave (10 min) | Matt Folsom       |
| 2. Sprague Ave Rebuild (15 min)  | Kyle Twohig       |
| 3. Fresh Market – City Hall (10 min)                                   | Curtis Harris     |
| 4. SBO – Office of Performance Management (5 min)                      | Dusty Fredrickson |
| 5. Wellness Coordinator New Position SBO (5 min)                       | Chris Cavanaugh   |

## **VI. Standing Topic Discussions:**

1. 21<sup>st</sup> Century Workforce (Frequency: May, July, September, November) Human Resources
  - Skillsoft Update
  - Employee Engagement & Wellness
2. Quarterly Overtime Updates for Uniform (Frequency: Jan, April, July, Oct) Fire/Police Admin
3. Intrafund Budget Transfer Report and General Fund Update (5 min) Crystal Marchand
4. Financial Update (10 min) Crystal Marchand
5. Budget Update (5 min) Crystal Marchand

## **VII. Executive Session:**

## **VIII. Adjournment:**

**Next Sustainable Resources meeting will be on Monday, May 20, 2019.**

***AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:*** *The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.*

***“A good financial plan is a road map that shows us exactly how the choices we make today will affect our future” – Alexa Von Tobel***

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Office of Performance Management and the budget annexed thereto with reference to the Office of Performance Management, the following changes be made:

FROM:	5750-30210 99999-34870	Office of Performance Mgmt. IF Revenue	<u>\$494,055</u>
TO:	5750-73250 18880-54201	Office of Performance Mgmt. Contract Services	<u>\$480,770</u>
TO:	5750-73250 18880-54302	Office of Performance Mgmt. Cell Phone	<u>\$5,500</u>
TO:	5750-73250 18880-54902	Office of Performance Mgmt. Registration/Schooling	<u>\$7,785</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for costs to the Office of Performance Management, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**10% Retainage Option – NO BONDS**

Title: **FIRE STATION #3, #9  
AND #11 HVAC REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HURLIMAN HEATING & AIR CONDITIONING, INC.**, whose address is 515 South Dishman Mica Road, Spokane, Washington 99206 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is for **FIRE STATION #3, #9 and #11 HVAC REPLACEMENT**; and*

*WHEREAS, the Contractor was selected through a Request for Bids #2019-129 issued by the City;*

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Contract begins on April 1, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on or about the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

**3. SCOPE OF WORK.**

The Contractor’s General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Contractor shall provide the following Work for the City:

**FIRE STATION #3, #9 and #11 HVAC REPLACEMENT, RFB #2019-129.**

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED ELEVEN AND NO/100 DOLLARS (\$107,811.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Asset Management, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

#### 6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### 7. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

## **8. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **9. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **11. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **12. INSURANCE.**

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

**B. General Liability Insurance** on an occurrence basis, with a total occurrence limit of not less than \$10,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;

**C. Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

**D. Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **13. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **14. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### **15. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **16. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

#### **17. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

#### **18. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

#### **19. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to com-



ply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

## **20. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

## **21. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for ten (10) years craftsmanship and forty (40) year prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

## **22. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Con-

tractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**HURLIMAN HEATING &  
AIR CONDITIONING, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Contractor's General Scope of Work  
Exhibit B – Certification Regarding Debarment  
Exhibit C – Certification of Compliance with Wage Payment Statutes

19-068

**EXHIBIT A**

## EXHIBIT B

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT C



## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date \_\_\_\_\_, 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*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.*

## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	General Fund, Office of Performance Management (PMO)
<b>Subject:</b>	SBO – Budget Allocation
<b>Date:</b>	April 15, 2019
<b>Contact (email &amp; phone):</b>	Dusty Fredrickson ( <a href="mailto:dfredrickson@spokanecity.org">dfredrickson@spokanecity.org</a> )(625-6482)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2019 Budget Funding Allocation
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b>	

#### Narrative:

Before the Office of Performance Management (PMO) was moved to Finance & Administration at the beginning of 2019, the PMO's 2019 budget was submitted as a part of ITSD. This included operational costs and Council-approved contracts for labor to support key, enterprise initiatives, such as, the Utility Information System (UIS) and Parking System Replacement projects.

The purpose of this request is to allocate \$494,055 from Interfund Revenue to Interfund Expense totaling \$494,055, as described:

- Contractual Services - were approved in late 2018 with the funding listed as "to be determined". Obligated contract were not included in the adopted 2019 Office of Performance Management budget in the amount of \$480,770.
- Cell Phones - staff were moved to the Office of Performance Management in the adoption of the 2019 budget, additional Cell Phone budget is needed in the amount of \$5,500 to cover staff.
- Registration/Schooling – staff were moved to the Office of Performance Management in the adoption of the 2019 budget, additional registration/schooling budget is needed in the amount of \$7,785 for prior approved training.

#### Executive Summary:

##### Impact

This is required to continue running the Office of Performance Management and key City Initiatives in an effective manner, such as Utility Information System Implementation and Continuity of Operations.

##### Action

Recommend approval to allocate \$494,055 from IF Revenue to PMO operating budget.

##### Funding

Funding for the majority of this request will be recouped through interfund billing.

<u>Budget Impact:</u>		
Approved in current year budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:		
Known challenges/barriers:		

## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Contract Approval
<b>Date:</b>	04/02/19
<b>Contact (email &amp; phone):</b>	Curtis Harris X
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	04/22/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract

**Background/History:** *Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.*

Proposed contract with Hurliman Heating & Air Conditioning, Inc. to replace the HVAC unit at Fire Station 3, 9, and 11. Asset Management has evaluated the equipment and recommends replacement as the equipment is 25+ years old. This work is consistent with the 2019-2024 Capital Improvement Plan.

HVAC was replaced at Station 2 and 13 in 2018 (R&R Heating, OPR 2018-0322).

#### Project Funding

Funding Name <sup>i</sup>	Status <sup>i</sup>	Source <sup>i</sup>	Fund Code <sup>i</sup>	Prior Funding	2018	Estimated use		
						2019	2020	2021
General Fund <span style="color: red;">✗</span>	Funded <span>▼</span>	Identified <span>▼</span>	----: None <span>▼</span>	150,000	0	232,000	174,000	174,000
<a href="#">Add row</a>								
<b>Totals:</b>				150,000	0	232,000	174,000	174,000

#### Executive Summary:

On March 04, 2019 bids were received for HVAC replacement on three fire stations (RFP # 2019-129). The low bid was from Hurliman Heating & Air Conditioning, Inc. for \$107,811 (including sales tax).

#### Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

#### Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of a Combination Sewer Cleaner
<b>Date:</b>	April 15, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase a Combination Sewer Cleaner for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for \$311,338.30 including tax. The Chassis will be purchased from Kenworth Sales Co. for \$150,927.90. Purchases will be made using the Sourcewell Contract #122017-FSC.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Combination Sewer Cleaner will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of the Combination Sewer Cleaner for the Wastewater Maintenance Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Wastewater Maintenance budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Ten Ford Escapes
<b>Date:</b>	April 15, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 3 Ford Escapes for the Planning and Building Service Department, 2 Escapes for Code Enforcement, and 5 Escapes for Parking enforcement using Washington State Contract #05916 for \$261,569.20, including tax, from Columbia Ford.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Ford Escapes will replace vehicles that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of ten (10) Ford Escapes.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these Escapes is included in the department's budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of a Hydro Jetter
<b>Date:</b>	April 15, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase a Hydro Jetter for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for \$225,902.12 including tax. The Chassis will be purchased from Kenworth Sales Co. for \$123,194.07 including tax. Purchases will be made using the Sourcewell Contract #122017-FSC.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Hydro Jetter will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of the Hydro Jetter for the Wastewater Maintenance Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Wastewater Maintenance budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of used Pro Spotter
<b>Date:</b>	April 15, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase a used Tico Pro Spotter for the Waste to Energy Department. The Tico Pro Spotter will be purchased from Leavitt Machinery USA, Spokane, WA, for \$ 107,758.50 including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Tico Pro Spotter will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of a used Tico Pro Spotter for the Waste to Energy Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Waste to Energy Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase three Snow Plows
<b>Date:</b>	April 15, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. The snow plows will be purchased using the Sourcewell Contract No. 080818-WAS for \$72,422.85 including tax, from Wausau Equipment Co., Inc.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>These snow plows will assist the Street Department with the City snow plow plan.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of three (3) snow plows.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Street Department replacement fund</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance clarifying the role of the City Administrator concerning the City of Spokane's state and federal legislative agendas and advocacy efforts; amending section 03.01A.110 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 03.01A.110 of the Spokane Municipal Code is amended to read as follows:

**Section 03.01A.110 City Administrator**

A. Under the direction of the mayor, the city administrator performs a variety of administrative duties to assist the mayor in the direction of City operations, and represents the mayor at meetings and conferences and as otherwise directed. This office responds to questions and complaints from the public and the city council.

~~((B. The city administrator is responsible for planning, recommending, coordinating and administering a local, state and federal legislative program for the City of Spokane in accordance with legislative guidelines established by the city council. The office develops for council approval City legislative programs for the state and federal legislative sessions, represents the City before state and federal legislative bodies, and analyzes and submits reports to the mayor and the city council on state and federal legislation affecting the City.))~~

~~((C.))~~B. The city administrator is appointed and removed by the mayor.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Effective Date

DRAFT



# City of Spokane Invitation To Bid

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## SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
3. SCOPE OF WORK.
  1. Contractor will be responsible for properly removing and disposing of all existing equipment being replaced.
  2. Install 95% efficient 80 KBTU single stage "Trane" furnaces and 14 seer 3 ton "Trane" air conditioners.
  3. Re-purpose refrigerant line sets as per manufacturer's guide lines to ensure they meet manufacturer's warranty.
  4. Replace economizer motor and controls.
  5. Remove existing and install new humidifiers.
  6. Replace thermostats with Honeywell brand thermostats.
  7. Replace 300,000 BTU shop heaters with like and kind.
  8. Everything is to be installed to code.
  9. Contractor will be responsible for all permits.
  10. Must keep walkways and driveways open at all times, these are active fire stations.
  11. This is a prevailing wage project.
  12. Contractor will need to post a safety plan.
  13. Contractor is responsible for securing all materials and equipment.





# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON  
PROJECT NAME: Fire Station #3, #9 and #11 HVAC Replacement

**BIDDER'S DECLARATION.** The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

**BID OFFER.** The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 99,000.00  
SALES TAX (8.8 %) \$ 8,712.00  
TOTAL BASE BID PRICE: \$ 107,712.00  
TRENCH SAFETY SYSTEM,  
if excavation greater  
than four feet (4') deep: \$ \_\_\_\_\_

Alt 1 Description or Delete  
(Include Retail Sales Tax)  
Alt 2 Description or Delete  
(Include Retail Sales Tax)  
Alt 3 Description or Delete  
(Include Retail Sales Tax)

\$ 99,000.00  
8.8% 8,712.00  
107,712.00  
Corrected amount

## CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.  
U.B.I. Number  
Washington Employment Security Department Number  
Washington Excise Tax Registration Number  
City of Spokane Business Registration Number

WURLIN005104  
W01557535  
824152-W-7  
W01557535  
T12008220BUS

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

☐ YES ☐ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Hurliman Heating & Air Conditioning Inc.  
SIGNATURE: [Signature]  
TITLE: Foreman PHONE: 509-891-5110  
ADDRESS: 5153. Dickman Mico Rd. Spokane, WA 99201



CITY OF SPOKANE – PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
509-625-6251

DAVID A. CONDON  
MAYOR

February 14, 2019

### **ADDENDUM NO.1**

#### **RFB #2019-129 HVAC for Fire Department**

**This Addendum is being issued to distribute information and changes to the RFB**

1. Add to Scope – Thermostat type and model – Carrier Edge Pro #33CS2PP2S-03.
2. Due to extreme inclement weather conditions, we will be extending the due date for Bids for Fire Station HVAC Replacement until February 28, 2019 at 1:00 pm.
3. We are offering another Pre-bid Conference opportunity. It will be held on Wednesday, February 20, 2019 at 9:00am. The location will be: Start @ 1713 W Indiana, then 1722 W Bernard, then 3214 S Perry. Attendance is mandatory to be considered a responsive bidder.

**Laura Aga**

**Contracts/Purchasing**

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

Hurliman Heating & Air Conditioning Inc.  
Company  
[Signature]



CITY OF SPOKANE – PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
509-625-6251

DAVID A. CONDON  
MAYOR

February 20, 2019

## **ADDENDUM NO.2**

### **RFB #2019-129 HVAC for Fire Station**

**This Addendum is being issued to distribute the questions/answers and information presented at the pre-bid meeting.**

#### **Fire Station #3**

1. Gensco has cleared Trane Purchase for all Vendors
2. Roofing contractor to seal all penetrations.

Q. Do you want bid options for AC unit and heat pump?

A. No, AC only.

Q. Do we have working hour restrictions?

A. No, normal working hours, Mon-Fri will be acceptable.

Q. What is the BTU unit heater rating?

A. 300,000

Q. Do we want new economizers?

A. Yes

Q. Remove existing stacks?

A. Yes

**Fire Station #11**

Q. Will service on the economizer motor be requested?

A. Yes

Q. What needs to be provided for Avista Rebate program?

A. Provide HRI Certificates.

Q. Can alternate manufacturers be used?

A. Yes for humidifiers and bay units (do not have required specs).

Q. Preference for mounting bay units?

A. Same as current is preferred.

**Laura Aga**

**Contracts/Purchasing**

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

Hurliman Heating & Air Conditioning Inc.

Company



**Authorized Signature**

# Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

## LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

**BEGINNING** at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

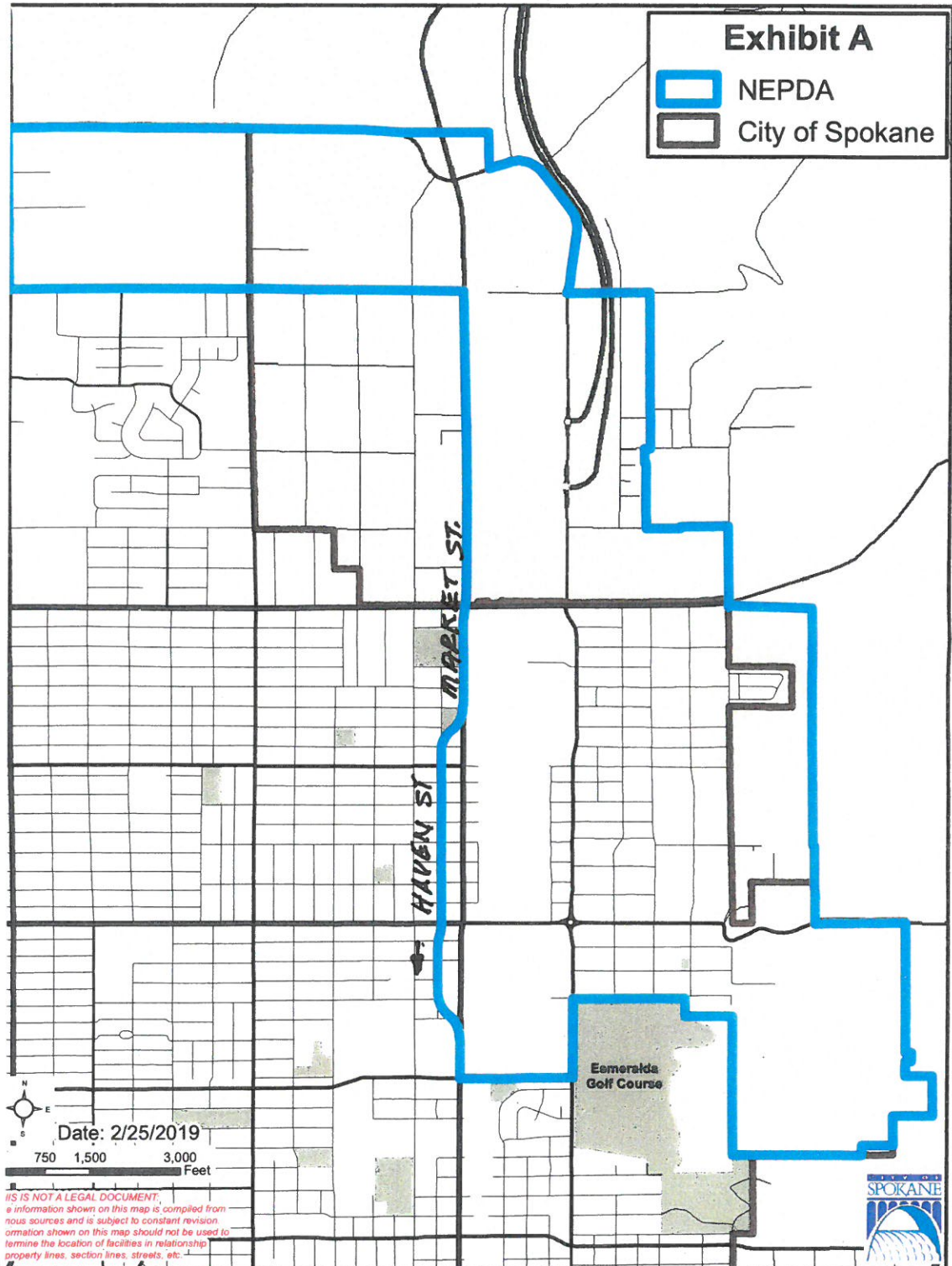
- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;



- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.





## ATTACHMENT "B"

### METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

#### Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City of Spokane and Spokane County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the Spokane County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City of Spokane and/or Spokane County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase to the PDA, and the remaining 25% will be distributed to the originating tax authority.

Subsequent year's allocations will be calculated using the same methodology.

#### Sales and Use Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to both the City of Spokane and Spokane County monthly. Based on this information, the following allocation will be used for the regular sales and use taxes of the City and County as defined in RCW 82.14.030. Beginning in calendar year 2019, 75% of any Spokane City or Spokane County regular sales or use tax generated within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will stay with the originating taxing authority.

Subsequent year's allocations will be calculated using the same methodology.

#### Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2020. 75% of any increase in the Leasehold Tax within the PDA TCA between 2019 and 2020 will be distributed to the PDA. The remaining 25% will remain with the originating jurisdiction. The calculation will be made as the information is reported by the State Treasurer to the City of Spokane and Spokane County.

Subsequent year's allocations will be calculated using the same methodology.



### Utility Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to the City of Spokane monthly. Based on this information, the following allocation will be applied to the incremental increase in Utility Taxes collected by the City and County as allowed by RCW 35.21.870. It is understood that at the time of adoption of this Agreement, that Counties are not authorized to assess Utility Tax per State Statute. At such time as the County is authorized and elects to assess utility taxes per State Statute, the County will participate in the sharing of their Utility Tax under this section, in the same manner as the City.

Effective with the execution of this Agreement, 75% of any increase in the Utility Taxes collected within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will remain with the originating jurisdiction. Subsequent year's allocations will be calculated using the same methodology.

The County and City will coordinate the development of a database to track new businesses within the geographic boundaries of the PDA for the purposes of tracking and calculating Sales Tax and Utility Tax under this Attachment.

**DRAFT – 2-15-19**

*For Discussion Purposes*

**City of Spokane OPR # 2019- \_\_\_\_\_**  
**Spokane County # \_\_\_\_\_**

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SPOKANE AND SPOKANE COUNTY  
REGARDING REFORMATION OF  
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

**THIS AGREEMENT** is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

**WHEREAS**, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

**WHEREAS**, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

**WHEREAS**, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

**WHEREAS**, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

**WHEREAS**, the County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the current PDA boundaries; and

**WHEREAS**, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

**WHEREAS**, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

**NOW, THEREFORE**, the Parties hereby agree and covenant as follows:

### **Section 1: PURPOSE**

The purpose of this Agreement is to revise and reformulate the existing Northeast Public Development Authority (PDA) and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

## **DRAFT – 2-15-19**

*For Discussion Purposes*

### **Section 2: DEFINITIONS**

“Administrative Board” or “Board” means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Designated Representative” means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County.

“PDA” means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement and any subsequent PDA.

### **Section 3: BUSINESS TERMS OF THE PARTIES**

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, 75% of all new incremental increases in new tax revenues from business located within the Geographic Boundaries of the PDA as defined by Attachment “A”. The methodology for calculating and distributing the revenue sharing is outlined in Attachment “B”.

City and County will commit and include the following new tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue*:
  - i. City of Spokane Regular Levy within PDA – incremental increase.
  - ii. Spokane County Regular Levy within PDA – incremental increase.
  - iii. Spokane County Road Levy within PDA – incremental increase. Provided, however, this revenue can be spent by the PDA only for those purposes as authorized under chapter 36.82 RCW and/or 36.33.220.
- b. *Sales Tax Revenue*:
  - i. City of Spokane incremental Sales Tax increase within PDA.
  - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue*:
  - i. City of Spokane incremental Private Utility Tax increase within PDA.
  - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax*:
  - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
  - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance districts created by either the City or County prior to the date of this Agreement.

- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.

- (4) Stand Down on Annexation: For the duration of this Agreement, the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider, utility service shall be provided to users located within the Geographic Boundaries of the PDA at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated service area.
- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

## **Section 4: TERM**

This Agreement shall become effective upon signature of both the City and County.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

## **Section 5: GOVERNANCE/ADMINISTRATIVE BOARD**

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. An Administrative Board composed of the following positions shall govern the PDA:
  - a. Permanent Board Members (4):
    - i. Two County appointments, comprised of one elected official and one administrative position selected by the County Commissioners,
    - ii. Two City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council
  - b. At-large Business Representative (3):
    - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
    - ii. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) Executive Director. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA.

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.
- (8) Budget, Policies and Operations. The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

**Interim/Transition Period:** In order to allow for smooth transition of current operations to the reformed PDA, from the date of execution by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Effective January 1, 2020, the above governance structure shall commence, unless otherwise agreed to in writing by all Parties.

### **Section 6:    COMPENSATION**

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

### **Section 7:    INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET**

Initial funding for the PDA operating expenses for the first three (3) years, 2018, 2019, and 2020, shall be as follows: The County shall provide \$60,000 per year as preliminary funding for operation of the PDA. The City has committed and contributed \$50,000 in 2017, \$133,333 in 2018 and has committed to \$50,000 in 2019 and \$0 for 2020. These amounts will be used to fund the staff and other operating expenses of the PDA.

### **Section 8:    RELATIONSHIP OF THE PARTIES**

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee,



*For Discussion Purposes*

## **Section 9:    LIABILITY**

**DRAFT – 2-15-19**

*For Discussion Purposes*

808 West Spokane Falls Boulevard  
Spokane, Washington 99201

With a Copy to:

City Attorney's Office  
City of Spokane  
Fifth Floor, City Hall  
808 W. Spokane Falls Boulevard  
Spokane, Washington 99201

**COUNTY:**

Chief Executive Officer or designee  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

With a Copy to

Chairman,  
Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 11:           INSURANCE**

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- a.     Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b.     General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c.     Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **Section 12: ANTI-KICKBACK**

No officer or employee of the Parties, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

### **Section 13: MISCELLANEOUS**

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

## **DRAFT – 2-15-19**

### *For Discussion Purposes*

- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

### **Section 14: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

**DRAFT – 2-15-19**

*For Discussion Purposes*

- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

//

//

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

Its: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**DRAFT – 2-15-19**  
*For Discussion Purposes*

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

# **AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE 1. DEFINITIONS**

### **1.1 Authority**

“Authority” means the Northeast Public Development Authority organized and reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

### **1.2 Electronic Transmission**

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

### **1.3 Written Notice**

Any “written notice” may be given by electronic transmission.

## **ARTICLE 2. OFFICES**

The registered office of the Authority in the state of Washington is \_\_\_\_\_Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

## **ARTICLE 3. BOARD OF DIRECTORS**

### **3.1 Power**

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

### **3.2 Number and Qualification**

There shall be seven (7) voting directors of the Authority’s Board.

The Board shall be composed of four (4) permanent Board members and three (3) at-large Board members as follows:

a. Permanent Board Members:

- i. Two (2) City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council,

- ii. Two (2) County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and

b. At-large Business Representative:

- i. Three (3) at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City or County. The at-large business representatives will serve three (3) year terms, or as otherwise designated by a majority of the Permanent Board Members.

### **3.4 Duties of a Director**

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

### **3.5 Regular & Special Meetings**

The Board shall meet as necessary, but not less than two (2) meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

#### **3.5.1 Open Public Meetings**

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.



### **3.5.2 Parliamentary Authority**

Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

### **3.5.3 Minutes**

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

### **3.5.4 Applicability of General Laws**

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter [43.09](#) RCW, the open public record requirements of chapter [42.56](#) RCW, the prohibition on using its facilities for campaign purposes under RCW [42.17A.555](#), the open public meetings law of chapter [42.30](#) RCW, the code of ethics for municipal officers under chapter [42.23](#) RCW, and the local government whistleblower law under chapter [42.41](#) RCW.

## **3.6 Quorum**

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

## **3.7 Manner of Acting**

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

### **3.8 Participation by Telecommunication**

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### **3.10 Board Committees**

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

#### **3.10.1 Advisory Committees**

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

### **3.12 Dissolution**

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY," the Amended Charter OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and these Bylaws.

### **3.13 Compensation**

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

## **ARTICLE 4. OFFICERS**

### **4.1 Number and Qualifications**

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically

authorized by the Board of Directors, no “Additional Officers” shall have authority to sign documents on behalf of the Corporation.

## **4.2 Appointment and Term of Office**

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

## **4.3 Chair**

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

## **4.4 Vice-Chair**

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

## **4.5 Treasurer**

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

## **4.6 Secretary**

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

## **4.7 Temporary Transfer of Powers and Duties**

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

## **ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS**

### **5.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

### **5.2 Loans**

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

### **5.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

### **5.4 Deposits**

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

### **5.5 Loans to Directors and Officers**

No loans shall be made by the Authority to any officer or to any director.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

### **6.1 Books and Records**

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

### **6.2 Fiscal Year**

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

### **6.3 Amendments to these Bylaws**

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

### **6.4 Form of Seal**

The seal of the Authority shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

### **6.5 Voting Requirement**

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.7.

These Bylaws approved by City of Spokane Ordinance No. \_\_\_\_, adopted by the Spokane City Council on \_\_\_\_\_, 2019 and approved by the Spokane County Resolution No. \_\_\_\_, adopted by the Board of County Commissioners on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

**AMENDED CHARTER OF THE  
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

Revised: \_\_\_\_\_

## **TABLE OF CONTENTS**

### **ARTICLE I – Name and Seal**

#### **Section 1.1 Name**

#### **Section 1.2 Seal**

### **ARTICLE II – Authority and Limit on Liability**

#### **Section 2.1 Authority**

#### **Section 2.2 Limit on Liability**

#### **Section 2.3 Mandatory Disclaimers**

### **ARTICLE III – Duration**

### **ARTICLE IV – Purpose**

### **ARTICLE V - Powers**

#### **Section 5.1 Powers**

#### **Section 5.2 Indemnification**

### **ARTICLE VI – Board of Directors**

#### **Section 6.1 Board of Composition**

#### **Section 6.2 Terms of Office**

#### **Section 6.3 Officers and Division of Duties**

#### **Section 6.4 Committees**

#### **Section 6.5 Removal of Board Member**

### **ARTICLE VII – Meetings**

#### **Section 7.1 Board Meetings**

#### **Section 7.2 Open Public Meetings**

#### **Section 7.3 Parliamentary Authority**

#### **Section 7.4 Minutes**

### **ARTICLE VIII – Bylaws**

### **ARTICLE IX – Amendments to Charter and Bylaws**

#### **Section 9.1 Proposals to Amend Charter and Bylaws**

#### **Section 9.2 Vote Required for Amendments to Charter or Bylaws**

#### **Section 9.3 City Council and Board of County Commissioners Approval of Proposed Charter**

### **ARTICLE X – Commencement**

### **ARTICLE XI – Dissolution**

### **ARTICLE XII – Approval of Charter**



# AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

## ARTICLE I

### Name and Seal

Section 1.1 Name. The name of this Authority shall be the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

Section 1.2 Seal. The Authority's seal shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

## ARTICLE II

### Authority and Limit on Liability

Section 2.1 Authority. The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2 Limit on Liability. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The Northeast Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such

corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority

### ARTICLE III

#### Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

### ARTICLE IV

#### Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

### ARTICLE V

#### Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
  - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
  - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
  2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
  - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
  - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
  - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
  - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
  - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members

of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;  
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
  - a. in good faith on behalf of the Authority, and
  - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

## ARTICLE VI

### Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
  - i. Two City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council.,
  - ii. Two County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and
- b. At-large Business Representative:
  - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraph 6.1.

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City or County. At-large Business Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Permanent board members may only be removed from the Authority Board upon their departure from the City or County. At-large board members shall be removed upon the expiration of their term.

## ARTICLE VII

### Meetings

#### Section 7.1 Board Meetings.

The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws,. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. . At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.



## ARTICLE VIII

### Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

## ARTICLE IX

### Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

## ARTICLE X

### Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall give notice of the

issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

## ARTICLE XI

### Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall be distributed pursuant to the Interlocal Agreement

## ARTICLE XII

### Approval of Charter

APPROVED by Ordinance No. \_\_\_\_\_ adopted by the City Council of the City of Spokane, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

CITY OF SPOKANE

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

Its: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

APPROVED by Resolution No. \_\_\_\_\_ adopted by the Board of County Commissioners of Spokane County, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

## Briefing Paper

### Finance, Administration, & Sustainable Resources Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Value Blanket Renewal – Neptune Technology Group, Inc.
<b>Date:</b>	4/15/2019
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> x7851
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	Products needed to support 2019 construction/repair season
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports continued efficient procurement of Neptune water meters, registers, and parts needed to support new and maintenance projects over the next year.
<b>Background/History:</b> <i>Invitation for Bids #4109-15 was awarded in 2015 to Neptune Technology Group, Inc. (Tallassee, AL) for an annual supply of Neptune water meters, registers, and parts on an as-needed basis via value blanket order. The bid allowed for four (4) one-year renewals at mutual agreement. This represents the fourth and final renewal at no change in cost from 2018.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Renewal of Existing Value Blanket Order for Neptune Water Meters, Registers, and Parts</i></li> <li><i>Estimated Annual Expenditure of \$1,000,000.00</i></li> <li><i>Fourth and Final Annual Renewal Option at Mutual Agreement</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: --- Other budget impacts: ---	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	

ORDINANCE NO. C - \_\_\_\_\_

AN ORDINANCE REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

WHEREAS, Spokane County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the City boundaries; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the reformation of the Northeast Public Development Authority for the purpose of which is to realign resources, property and services to facilitate economic development and operation of the Northeast Public Development Authority; and

WHEREAS, the City Council hereby further finds that the reformation of the Northeast Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the Northeast area of Spokane County:--  
Now, Therefore,

The City of Spokane does ordain as follows:

1. That the Northeast Public Development Authority is hereby reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated \_\_\_\_\_; and

2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the reformed Northeast Public Development Authority; and

3. That the attached Charter and Bylaws for the reformed Northeast Area Public Development Authority are hereby approved.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.**

WHEREAS, the City of Spokane is the owner of certain properties located at 4017 E. Hartson Avenue and 4023 E. Hartson Avenue in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Properties"); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and determined that the City Council should declare the Properties surplus and authorize the City's Asset Management Department to find buyers for the Properties; and

WHEREAS, the Properties were seized and forfeited under RCW 60.50.505; and

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and are hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Properties described in Attachment A are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City.
2. The City of Spokane, through its Asset Management Department shall determine the fair market value of the Properties using commercially reasonable means.
3. The Asset Management Department is authorized to seek a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s), subject to final approval by the City Council.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

Approved as to form:

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Assistant City Attorney



EXHIBIT "A"

4017 E. Hartson Avenue

ASSESSORS TAX PARCEL: 35221.2715

LEGALLY DESCRIBED AS:

LOT 16 OF BLOCK 15, ROSSVALE SECOND ADDITION, ACCORDING  
TO PLAT RECORDED IN VOLUME N OF PLATS, PAGE(S) 51 AND 52,  
IN SPOKANE COUNTY, WASHINGTON

4017 E. Hartson Avenue

ASSESSORS TAX PARCEL: 35221.2716

LEGALLY DESCRIBED AS:

LOT 17, BLOCK 15, ROSSVALE SECOND ADDITION, ACCORDING TO  
PLAT RECORDED IN VOLUME N OF PLATS, PAGE(S) 51 AND 52, IN  
SPOKANE COUNTY, WASHINGTON

## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	Asset Management Dept – Finance Division
<b>Subject:</b>	Fresh Market Contract – City of Spokane
<b>Date:</b>	04/02/2019
<b>Contact (email &amp; phone):</b>	Curtis Harris, <a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> , 625-6284
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Gavin Cooley
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	To provide a Fresh Market service for the employees of the City of Spokane
<b>Narrative:</b> To bring forward the Fresh Market concept for City Council Approval	
<p><u>Executive Summary:</u></p> <p>In January of 2019 the City Council considered a resolution that would allow the City of Spokane to contract with a vendor to provide a Fresh Market Service for City Employees. As part of this contract, a camera is required, supplied and maintained by the vendor for any location that the market would be deployed. Due to a lack of information available to the City Council at the time of the resolution, the resolution was rejected. Over the last two months, Asset Management has worked with the City Council to answer all questions regarding this item. Asset Management would like to bring this item back to the City Council for approval to move forward.</p> <p>Asset Management researched SMC 18.040.010 and found that this service does not fall under the restrictions set in the code as the camera is ancillary to the market and not an active surveillance/security device. Additionally, these cameras are not owned, operated or maintained by the City of Spokane. They are not “intended to record activity inside or at the entrances to City Buildings for security purposes: which is what defines surveillance/security cameras in SMC 18.01.030 AA #5. The camera(s) required in the Fresh Market are for the kiosk transactions and reviewed by the vendor ONLY when they have a loss. They are not utilized for surveillance or security operations. If there is an incident, the vendor turns over the footage to the Director of Asset Management for follow up with the Director of Human Resources. The City of Spokane is not responsible for compensating the vendor under any circumstances, including lost product, and that is delineated in the contract.</p> <p>Asset Management would like to move this item forward with the support of the City Council in either resolution form, or if the City Council feels a resolution is not needed, at least with their approval. If the Council still desires a resolution, Asset Management will work to add it back to an upcoming City Council Meeting. If the City Council feels that a resolution is not needed and the information provided is sufficient, Asset Management will proceed with the contract.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?      <input type="checkbox"/> Yes      <input type="checkbox"/> No      <input checked="" type="checkbox"/> N/A</p>	

Annual/Reoccurring expenditure? ☐Yes ☐No ☒N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☒Yes ☒No ☐N/A

Specify changes required:

Known challenges/barriers:

## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Resolution Providing for the Sale of Surplus City Property
<b>Date:</b>	April 15, 2019
<b>Contact (email &amp; phone):</b>	Matt Folsom/mfolsom@spokanecity.org/625-4429
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Narrative:</b> Resolution providing for the sale of surplus city property at 4017 E. Hartson Avenue and 4023 Hartson Avenue.	
<b>Executive Summary:</b> The properties at issue were seized and forfeited under RCW 60.50.505 as a chronic nuisance property. The Real Estate Review Committee reviewed the properties and determined that the City Council should declare the properties surplus and authorize the City's Asset Management Department to find buyers for the properties. The resolution provides for selling this surplus city property, pursuant to RCW 35.22.280(3). The City of Spokane would determine the fair market value of 4017 E. Hartson Avenue and 4023 Hartson Avenue and then, subject to final approval by the City Council, would seek a qualified buyer or buyers for the properties.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# TAX INCREMENT FINANCING FUNDS

*April , 2019*





## Kendal Yards TIF

- Kendall Yards TIF revenues are generated by the increase in property taxes collected in that area. The cash balance is paid to North Gorge Properties on 6/15 and 12/15 every year to pay off for 4 purchase and sale agreements for the improvements the developer has made in the area. The amount of property taxes collected and paid towards debt in 2018 was \$ 238,559. The OPR's pledge the revenues in this account for debt service until December 15, 2032 and their balances at 12/31/18 are as follows:

Purchase and Sale Agreement	Purchase Amount	Balance 12/31/18
OPR 2012-0484	\$ 594,087	\$ -
OPR 2013-0651	\$ 808,602	\$ 779,682
OPR 2015-0555	\$ 612,033	\$ 612,033
OPR 2015-0038	<u>\$ 1,411,154</u>	<u>\$ 1,411,154</u>
TOTAL	\$ 3,425,876	\$ 2,802,869





## West Quadrant TIF

- West Quadrant TIF revenues are generated by the increase in property taxes collected in that area. The cash balance in this fund continues to build over time.
- Although there is are no formal agreements pledging these revenues at this time, some have been programmed in the 6 year capital plan as funding sources towards the following project.
  - 180k for project 2013922 North Monroe Corridor Revitalization STUDY – River to Indiana 80k is identified for 2019 and 100k for 2020
- The balance of available funds as of 3/31/19 was \$ 695,198





# U District TIF

- U District LRF TIF revenues are generated by the increase of property taxes collected in U District Area.
- The cash balance in this fund has been used to provide the following funding and any remainder and future collections are pledged toward the UDRA Business Plan:
  - \$ 15,000 in 2015 to the Spokane Public Facilities District toward the Division Street Gateway.
  - OPR 2015-1056 providing the U District PDA with an annual amount of \$35,000 a year for administrative services starting in 2017 ending in 2019
  - OPR 2015-1056 in 2019 provided additional \$20,000 for planning and promotion
  - OPR 2018-0815 funded \$25,000 towards the wayfinding work in the University district.
  - The balance of available funds as of 3/31/19 was \$ 163,976





## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Human Resources
<b>Subject:</b>	Wellness Coordinator Position
<b>Date:</b>	April 3, 2019
<b>Contact (email &amp; phone):</b>	Christine Cavanaugh – <a href="mailto:ccavanaugh@spokanecity.org">ccavanaugh@spokanecity.org</a> ; 625-6383
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Sustainable Resources
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – 21 <sup>st</sup> Century Workforce
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Reductions in workplace injury rates and medical costs. Increases in employee engagement and satisfaction.

**Background/History:** In June 2017 a Wellness pilot project was approved by the Civil Service project committee. With a dedicated employee in that position, Wellness Committees in field departments have been created. Gyms at two City locations have been designed, built and opened; a fitness program has begun at Fire; pre-shift stretching programs have been rolled out in field operation sites; and we are nearing agreement on a healthy food option in City Hall and other City locations. Additionally, a Wellness SharePoint site has been developed. Human Resources would like to move money from a project position (currently in budget) to a Civil Service classification and recruit for a full time regular employee. The mission and ongoing objectives of the Wellness Program are as follows:

The City of Spokane Employee Wellness Program is committed to cultivating a worksite culture that supports our diverse workforce to develop, improve, and maintain healthy lifestyle choices, which leads to happier and healthier employees, resulting in reduced overall medical costs.”

- **OBJECTIVES:**
  1. Increase employee engagement through improved communication, department-level leadership, diverse activities and education, accessibility, incentives, and support of unions.
  2. Integrate Wellness Programming with Safety 2) Contribute to reduction in Workers'-Comp. associated medical costs (initial focus: labor groups)
  3. Contribute to reduction of high-cost medical expenses specific to: 1) moderate -, high-risk populations; 2) tobacco related; 3) high-cost, complex diagnoses

Executive Summary:

Human Resources requests approval of a special budget ordinance moving funds from a project employee line item to a Civil Service regular full time employee line item.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers: