

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 8, 2013

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|------------------------------|
| 1. Low bid meeting specifications of Unifire, Inc. (Spokane, WA) for purchase of 273 Escape Belts and Carabineer Multi-use Straps and 293 Escape Systems—\$146,598.85 (including tax). (Deferred from March 18, 2013, Agenda) | Approve | OPR 2013-0170
BID 3926-13 |
| 2. Purchase of 23 Perkins Container Locking Systems from Solid Waste Systems (Spokane, WA) using Washington State Contract #07410 to be installed on existing rear-loading refuse collections trucks and used to pick up commercial refuse containers—\$106,054.55 (including tax). | Approve | OPR 2013-0245 |
| 3. Renew Value Blanket Orders with Shamrock Paving, Inland Asphalt, Spokane Rock Products and Central Pre-Mix, as a group, for purchase of asphaltic mixes for use by the Street Maintenance, Sewer and Water & Hydroelectric Services Departments—\$1,300,000 (including tax). | Approve | OPR 2013-0246
BID 3776-11 |

- | | | |
|---|------------------------------------|------------------------------|
| 4. Lowest responsive bid of Specialty Pump Services, Inc. (Spokane, WA) for furnishing three 600hp pumps and six barrels for the new Lincoln Heights Pump Station Project—\$492,215.63 (including tax). | Approve | OPR 2013-0247
BID 3908-13 |
| 5. Low Bids of: | Approve | |
| a. Halme Construction, Inc. (Davenport, WA) for Lincoln Heights Booster Station—\$1,830,094.05 (plus tax). An administrative reserve of \$183,009.41 (plus tax), which is 10% of the contract price (plus tax), will be set aside. | All &
Authorize
Contracts | PRO 2013-0005
ENG 2010070 |
| b. MDM Construction, Inc. (Hayden, ID) for 3rd Avenue from Division Street to Arthur Street—\$2,108,661.70 (plus tax). An administration reserve of \$210,866.17 (plus tax), which is 10% of the contract price (plus tax) will be set aside. | | PRO 2013-0006
ENG 2010121 |
| 6. Interlocal Cooperation Agreement with Spokane County for Hearing Examiner Services from January 1, 2013 through December 31, 2013. | Approve | OPR 2013-0248 |
| 7. Loan Agreement with Washington State Department of Ecology for construction of Combined Sewer Overflow Basin 20 Control Facility—\$4,521,400. | Approve | OPR 2013-0249
ENG 2013042 |
| 8. Contract with Spokane C.O.P.S. to maintain the City's Community Oriented Policing Services Program from April 1, 2013 through December 31, 2013—\$140,000. | Approve | OPR 2013-0250 |
| 9. Letter expressing the City Council's support of the Hillyard Village Project concept. | Approve | CPR 2013-0016 |
| 10 Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2013-0002 |
| b. Payroll claims of previously approved obligations through _____: \$_____. | | CPR 2013-0003 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Historic Landmarks Commission: Two Appointments; Two Re-appointments	Confirm	CPR 1981-0122
---	----------------	----------------------

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0024 Amending the City of Spokane Sustainability Action Plan. (Deferred from March 25, 2013, Agenda)
- RES 2013-0025 Setting hearing before the City Council for May 6, 2013 for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street requested by Gonzaga University. (Logan Neighborhood)
- RES 2013-0026 Confirming the appointment of Michael Werner as Director of the Asset Management Group.
- RES 2013-0027 Joint Resolution with Spokane County authorizing the Airport Board to acquire various parcels consisting of 400.21 acres adjacent to Spokane International Airport property.
- ORD C34964 Relating to the executive and administrative organization of the City; adopting a new Chapter 3.01A to Title 3; and repealing Chapter 3.01 of the Spokane Municipal Code.
- ORD C34965 Relating to the Police Division; adopting a new Chapter 3.10 to Title 3 of the Spokane Municipal Code.
- ORD C34970 (To be considered under Hearings Item H1.)

ORD C34971 **Relating to the Utility U-Help program; adopting a new Chapter 13.09 to Title 13 of the Spokane Municipal Code.**

FIRST READING ORDINANCES
(No Public Testimony Will Be Taken)

ORD C34956 **Relating to the business licensing process; amending SMC Sections 8.01.020, 8.01.130, 8.01.180, 8.01.190, 8.02.0206, 8.02.0207, 8.01.230 and 8.01.280. (Deferred from February 4, 2013, Agenda)**

ORD C34972 **Relating to the business licensing process; amending SMC Section 8.01.020.**

ORD C34973 **(To be considered under Hearings Item H2.b.)**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

H1.	Final Reading Ordinance C34970 relating to Type II applications for Conditional Use Permits; and amending SMC Sections 17C.110.110, 17G.060.050, 17G.060.120 and 17A.020.200. (First Reading held March 11, 2013)	Pass Upon Roll Call Vote	ORD C34970
H2.	a. Vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by Parks Department.	Approve Subj. to Conditions	ORD C34973
	b. First Reading Ordinance C34973 vacating Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue.	Further Action Deferred	

**Motion to Approve Advance Agenda for April 8, 2013
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The April 8, 2013, Regular Legislative Session of the City Council is adjourned to Monday, April 15, 2013.

NOTES



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	OPR 2013-0170
Renews #	
Cross Ref #	OPR 2012-0487
Project #	
Bid #	3926-13
Requisition #	RE 16557

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625-7080
Contact E-Mail	ANICHOLS@SPOKANEIFRE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0440-AWARD OF BID FOR FIRE ESCAPE SYSTEMS AND BELTS

Agenda Wording

Award lowest bid meeting specification to Unifire Inc. Manufacturing (3924 E. Trent Spokane Wa. 99202) for the purchase of 273 Escape Belts and CMUS (Carabineer Multi-Use Strap) and 293 Escape Systems for a total of \$146,598.85 including tax.

Summary (Background)

On March 25, 2013 sealed bids were opened to provide the City of Spokane with Firefighter Escape Systems and Escape Belts. Three (3) responses were received with Unifire being the lowest bidder. FEMA has awarded a grant (80% FEMA – 20% local) to the Fire Department which was approved by Council on 06/04/2012. The FD's share is \$ 29,319.77 which is funded by the Fire Improvement Fund.

Fiscal Impact

Expense	\$ 117,279.08
Expense	\$ 29,319.77
Select	\$
Select	\$

Budget Account

#	3130-91687-22200-53205
#	3130-49201-22200-53205
#	
#	

Approvals

<u>Dept Head</u>	WILLIAMS, BOBBY
<u>Division Director</u>	WILLIAMS, BOBBY
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	2/27/13 email
<u>Other</u>	

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Distribution List

bwilliams
anichols
lbryant

BID TABULATION

3926-13			UNIFIRE INC. 3924 E. TRENT AVE SPOKANE WA 99202		MES-NORTHWEST 3801 FRUIT VALLEY RD. #C VANCOUVER WA 9860		LN CURTIS & SONS 629 SOUTH INDUSTRIAL WAY SEATTLE WA 98108		
		FIREFIGHTER ESCAPE SYSTEMS & ESCAPE BELTS							
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	273	ESCAPE BELTS & CMUS	\$ 205.95	\$ 56,224.35	\$ 205.50	\$ 56,101.50	\$ 308.00	\$ 84,084.00	
2	293	ESCAPE SYSTEMS	\$ 268.40	\$ 78,641.20	\$ 284.85	\$ 83,461.05	\$ 209.00	\$ 61,237.00	
SUB TOTAL				\$ 134,865.55		\$ 139,562.55		\$ 145,321.00	
Wash State Sales Tax			8.70%	\$ 11,733.30	8.70%	\$ 12,141.94	8.70%	\$ 12,642.92	
TOTAL				\$ 146,598.85		\$ 151,704.49		\$ 157,963.92	
DELIVERY			49-56 days FRO		260 days FRO		8 weeks FRO		
CREDIT CARDS			NO		YES		YES		
ADDITIONAL PURCHASES				YES		YES		YES	
SPOKANE BUSINESS LICENSE NUMBER			T1201343BUS		T11057949BUS		L1005968		

DAVID CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BID

City of Spokane, Washington

BID NUMBER: 3926-13

DESCRIPTION: FIREFIGHTER ESCAPE SYSTEMS AND ESCAPE BELTS (RE-BID)

DUE DATE: MONDAY, March 25, 2013
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:
COMPANY Unifire Inc.

MAILING ADDRESS 3924 E Trent Ave
Spokane, WA 99202

PHYSICAL ADDRESS 3924 E Trent Ave
Spokane, WA 99202

PHONE NUMBER 509-535-7746

FAX NUMBER 509-535-9064

E-MAIL ADDRESS pat@unifireusa.com

Hea Prince

Purchasing

Bid #3926-13
3/25/2013

CITY OF SPOKANE REQUEST FOR BIDS

PART I. PRICING PAGE

TO: PURCHASING, CITY OF SPOKANE

BID NAME: ESCAPE SYSTEMS AND ESCAPE BELTS (RE-BID)

BID NO: 3926-13

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	273	ESCAPE BELTS & CMUS (Carabiner Multi-Use Strap)	\$205.95	\$56224.35
2	293	ESCAPE SYSTEMS	\$268.40	\$78641.20
SUB TOTAL				\$134865.55
WA STATE SALES TAX (8.7%)				\$11733.30
GRAND TOTAL				\$146598.85

PAYMENT: Net 30 days

PAYMENT: Supplier will accept credit cards: _____ YES ___x___ NO

DELIVERY: We (I) will deliver complete the above items within 49-56 days from receipt of order (which typically is two and one half weeks from bid opening date). *Please see attached letter from Fire Innovations regarding lead time capabilities*

F.O.B. Delivery Point:

ACCEPTANCE: The signing and submittal of Part 1 of this proposal shall be an indication of acknowledgement and acceptance of these terms and conditions and compliance shall be part of the bidders' proposal.

Firm Name: Unifire Inc. Signature: 

Mailing Address: 3924 E Trent Ave By: Pat Hanlon
(Type or Print)

Spokane, WA 99202 Title: Sales Executive

Phone: 509-535-7746 Date: March 22, 2013



Fire Innovations, LLC
P.O. Box 2111
830 Petaluma Blvd North
Petaluma, CA 94952
866-347-3466
Fax 707-763-9996

March 22, 2013

To whom it may concern,

Fire Innovations shall be the provider of firefighter belts to the City of Spokane Fire Department on the Department's upcoming bailout system bid.

Fire Innovations will require 7-8 weeks for completion of 250 to 300 belts.

Best regards.

Steve Bishop
COO
Fire Innovations

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: Pat Hanlon TELEPHONE: 509-535-7746

BUSINESS REGISTRATION REQUIREMENT

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 business registration. The Vendor 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 Vendor 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.

CITY OF SPOKANE BUSINESS LICENSE NUMBER: T12013439BUS

ORGANIZATION

Proposal of an () individual () partnership (X) corporation organized and existing under the Laws of the State of _____.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the bid price. Vendor agrees to sell at the same price, terms and conditions.

YES _____ X _____ NO _____

If yes, prices are good until further notice.

INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the vendor agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

ORIGINAL EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
Xtreme Rescue	614 E State St Cherry Valley, IL	61016
Sterling Rope Inc.	26 Morin St Biddeford, ME	04005-4413
Fire Innovations LLC	PO Box 2111 Petaluma, CA	94953

MINORITY BUSINESS ENTERPRISE

Vendor (is __, is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is X, is not __) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PART II. SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

1. These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.
2. Time is of the essence in the performance of this contract after a delivery schedule is established. Delivery time shall be a consideration of awarding this contract.
3. Vendors should be aware that bids would be rejected if all questions are not completely and correctly answered.
4. The City of Spokane reserves the right to divide the award of this bid in the most efficient way for the City.
5. Signature on this proposal by the bidder will confirm acknowledgement of receipt and understanding of general terms and conditions.

SECTION II. SPECIAL INSTRUCTIONS

1. This bid is for a firefighter escape system to be worn by all on-duty Spokane Fire Department members. Included in the bid are two separate main components: escape system & escape belt and accessory strap for use with escape belt. Bidder shall bid on both the escape system and escape belt system separately. The Fire Department will select what will be most beneficial in cost but will consider other factors such as delivery time, warranties, and support. All items may be delivered as separate components as we will be training individuals how to assemble system in the course of training on usage. The reason for the different quantities (273 vs. 293) is that we have already ordered 20 belts and CMUS ahead of time which gives us a total of 293.
2. Specifications below are for an individual system. You are providing a bid for the escape systems separately than the escape belt and accessory—DO NOT COMBINE THESE INTO ONE BID.
3. Quantities indicated on page two are realistic estimates of expected annual usage but no particular quantities are guaranteed. Specific quantities of each belt size will be provided at time of award.
4. The successful vendor will be required to maintain a local stock of all line items. Actual stocking levels are to be determined and agreed upon before award to recommended vendor.
5. All items must meet Spokane Fire Department specifications and NFPA 1983-2012 Edition Standards.
6. Delivery of both Escape system components and Escape Belt & CMUS (*Carabiner Multi-Use Strap*) is required by May 1, 2013.
7. The City of Spokane reserves the right to request samples of the quoted items, before award, and to have the final say in the determination of equals.

8. Any questions may be directed to Lee McNamee, Fire Department (509) 625-7104 work / 280-7489 cell or Thea Prince, Purchasing Division (509) 625-6403.
9. The Fire Department has completed extensive testing and evaluations of several belts and systems with the equipment listed below as being the best products for this Department. Since many of the items specified below are new to the market or yet to be released we have included contact information to assist you in the bid process. The contacts are familiar with the specifications listed below.

Manufacturer Contact Information:

Xtreme Rescue Inc
Contact: Brian Herrli
614 East State Street
Cherry Valley, IL 61016
(773) 406-4574
chicagosquad5@yahoo.com

Sterling Rope Co., Inc.
Contact: Matt Hunt
Alternate Contact: Sam Morton
26 Morin Street
Biddeford, ME 04005-4413 USA
(800) 788-7673 ext. 3107
rescue@sterlingrope.com

Fire Innovations, LLC
Contact: JC Colorado
PO Box 2111
Petaluma, CA 94953
(866) 347-3466
info@fireinnovations.com

10. I acknowledge receipt and compliance with the above special instructions.



SECTION III. TECHNICAL SPECIFICATION

1. Escape System:

Descent Control Device: Xtreme Rescue HALO Escape Device

Hands free descending device. Auto stopping. Shall be capable of utilizing a 7.5 mm Escape Rope, with an internal cam activated by the user's weight creating an auto-stopping descent control. Auto-stop shall be overcome and descent speed controlled by pulling on a metal control device, capable of being activated with one hand. The descent control device shall include a rope guide to reduce rope jamming. Device is 6" (L) x 1.25" (W) x 1" (H). Device to be independently certified NFPA 1983 - 2012 edition as an Escape Device by an industry recognized company. Device shall be marked as such and be marked with individual serial numbers for tracking

purposes. A 100% kevlar tether shall be sewn on and be rated for a minimum of 13.5 kN MBS. This tether is to be used for attaching the carabiner for attachment to the escape belt.

Sterling Rope SAFE-D carabiner to be included and attached to tether with captive eye pin installed. Carabiner specs: 3 stage Auto-locking, Assymetrical D shaped carabiner. Red in color. UL certified to NFPA 1983 - Technical Use. Captive eye pin with removable 2mm set screw with included allen wrench. MBS 28kN along major axis, 11kN along minor axis. Gate opening: 1.05".

A total of 20 extra 2mm set screws to be included with entire order.

Manufacturer shall provide a guarantee for a period of ten (10) years against any and all faults in material. This shall exclude unauthorized modifications of the equipment, use of the equipment for other than its' intended purpose, improper inspection/maintenance of the equipment, or normal wear and tear of the equipment.

Rope: Sterling Rope EscapeTech 7.5mm Escape Rope

50 feet in length. Rope to be sewn onto hook by rope manufacturer with a fully rated stitch. Tail of rope to be pre-threaded through escape device and the tail sewn with a fully rated, manufacturer supplied termination providing an attachment point.

16 carrier sheath with one black Technora strand, one red Kevlar strand, and 14 natural colored Technora strands. Core constructed of Nylon. Certified to NFPA 1983-2012 edition as a Fire-escape rope. Elongation at 300 lbs – 4.4 %, MBS – 3912 lbs, Weight per 50 feet -1.4 lbs.

Carrying Bag / Deployment Strap: Customized bag and deployment strap manufactured by Xtreme Rescue for Spokane Fire Department.

Bag designed to be stored in either left or right pocket of Globe turnout pants for secure storage and easy deployment of escape system. Bag made of water resistant Cordura to specifications supplied to manufacturer by the Spokane FD (contact manufacturer for details regarding design).

Deployment strap designed to assist in easy deployment of the escape system. Strap to be constructed of fire resistant material per specifications supplied to the manufacturer by the Spokane FD (contact manufacturer for details regarding design).

Hook: Sterling Rope Lighting GT Escape Anchor Hook

Escape anchor hook constructed of 7076-T6 Aluminum, Anodized, Red in color. Hook to weigh 7.5 oz and certified UL listed to NFPA 1983 - 2012 as an Escape Anchor. Dimensions: Length 7 inches, width (at widest) 4.5 inches, thickness 0.5 inches. Hook to feature a hitching slot with spring loaded wire gate, allowing for a secure remote anchorage.

2. Escape Belt and Accessory:

Escape Belt: Fire Innovations Cheyenne Escape Belt w/ Carabiner Multi Use Strap

The firefighter escape belt shall be compliant to NFPA 1983-2012 Edition Standards. The belt shall be capable of 3,034 lbs. static load. The belt shall be constructed of one and three quarter inch (1.75") Kevlar® webbing. The

belt shall have the D-ring attachment point and the main buckle. Both sets of standard issue gear loops are to be removed by manufacturer. Belt to include 1 Multi Slide Attachment point. Belts to be sized in 2" increments through manufacturer supplied sizing belts.

*Note: All D-rings are NFPA 1983-2012 Edition Attachment Points/Positioning Points

All buckles shall be constructed of forged alloy steel and at the min. 100% proof load tested @11.2kN (2500 lbs.). Additionally, buckles shall be UL® tested and certified to NFPA 1983 and 2012 Edition Standards. Buckle to include wings for ease of donning and doffing. All D-Rings are NFPA attachment points utilizing Bent 40 degree D-Rings. The first used as the main attachment point to the front of the belt. The sliding Bent D ring can slide to any point on the body of the belt. Both D-rings to be equipped with a velcro holder for securing D-ring when not in use.

All webbing shall be constructed of dual layered 1.75" Kevlar and sewed with 138 bonded twisted Kevlar® thread. Additionally, webbing shall be UL tested and certified to NFPA 1983-2012 Edition Standards.

Fire Innovations Carabiner Multi-Use Strap (CMUS)

This accessory attaches to the belt's attachment point via a carabiner. Installation and proper use of this strap will upgrade the escape belt into a NFPA 1983 - 2012 edition certified Ladder Belt. The end of the CMUS is a certified Positioning Point and certified Escape Anchor in the Basket configuration (both to NFPA 1983 - 2012 edition).

Sterling Rope SAFE-D twist lock carabiner to be included with CMUS. Carabiner specs: 2 stage twist lock, Assymetrical D shaped carabiner. Red in color. UL certified to NFPA 1983 - Technical Use. Captive Eye pin with removable 2mm set screw with included allen wrench. MBS 28kN along major axis, 11kN along minor axis. Gate opening: 1.05".

Since many of the items specified below are new to the market or yet to be released we have included contact information to assist you in the bid process. The contacts are familiar with the specifications listed above.

SECTION IV. BID PREPARATION AND EVALUATION

1. PREPARATION OF BIDS

All bids shall be typed or printed in ink, prepared on the form furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place all copies of the bid in one sealed envelope. On the front of the envelope, place the following information:

"SEALED BID - IMPORTANT"
PROJECT NAME: #3926-13 ESCAPE SYSTEMS & ESCAPE BELTS
OPENING DATE AND TIME
COMPANY NAME

3. SUBMISSION OF BIDS Submit two (2) copies of the bid, as follows:

· Original & one (1) copy to: City of Spokane Purchasing
Bid #3926-13 7
3/25/2013

**4th Floor - City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201-3316**

The Purchaser is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received **no later than 1:00 PM** on the opening date.

The City of Spokane City Hall is a secured building so allow enough time to get through security when delivering a bid.

Sealed bids will be opened at 1:15 p.m., Monday, March 25, 2013 in the City Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201

4. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, the Bidder must notify City of Spokane Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

5. WITHDRAWAL OF BIDS

Bidders may make written request to City of Spokane Purchasing for withdrawal of a sealed bid prior to the scheduled bid opening. Unless otherwise specified, no bids may be withdrawn for a minimum of thirty (30) calendar days after the opening date.

6. EVALUATION OF BIDS

Evaluation of bids shall be based upon the following criteria, where applicable:

- The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

7. BIDDING ERRORS

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

8. BIDDER PREQUALIFICATION.

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities,

equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

9. REJECTION OF BIDS.

The Purchaser reserves the right to reject any or all bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this bid at prices shown.

10. AWARD OF CONTRACT.

Award of contract or purchase, when made, will be to the Bidder whose bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of bid results.

SECTION V. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. Bidder - one who submits a bid.
- B. Vendor - Bidder to whom contract or purchase order is awarded.
- C. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- D. Destination-Delivery - Delivery to Purchaser's building location and includes uncrating and installation.
- E. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- F. Cost - Total cost of ownership based on the best available information.

2. CONTRACT PERIOD

The contract shall begin on signing by both parties, and terminate on **FINAL ACCEPTANCE** of delivery of all items listed herein to include all required documents.

3. PRICE DECREASES

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

4. NON-ESCALATION

The Vendor's prices shall be firm throughout the contract period with NO provision for price increases unless specific provisions are proposed and agreed upon.

5. DELIVERY DEFAULT.

The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.

6. DELIVERY DELAY.

In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$50.00 per day beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.

SECTION VI. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES.

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. 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.

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax

Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.

- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

12. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

13. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of the Director of Purchasing.

14. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of the Director of Purchasing.

15. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

16. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. FREIGHT TERMS

- A freight bill must support all freight charges included on an invoice.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.

- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

20. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way City of Spokane Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

March 12, 2013

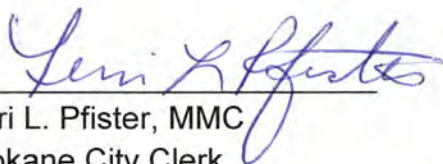
City Clerk File No.:
OPR 2013-0170

COUNCIL ACTION MEMORANDUM

RE: LOW BID MEETING SPECIFICATIONS OF MALLORY SAFETY & SUPPLY
(BID 3917-13)

During its 3:30 p.m. Briefing Session held Monday, March 11, 2013, upon review of the March 18, 2013, Advance Agenda, City Administrator Theresa Sanders noted the City Attorney's Office has requested that staff go back out for bid for this purchase so this will come back to the City Council at a later date. She requested a motion to defer the matter. Subsequently, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Waldref, to defer this particular line item (low bid meeting specifications of Mallory Safety & Supply for purchase of 273 Escape Belts and Carabineer Multi-use Straps and 293 Escape Systems) for three weeks (to April 8, 2013); **carried unanimously (Council Members Allen, McLaughlin, and Salvatori absent).**


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	OPR 2013-0245
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	STATE CONTRACT
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #16574
Agenda Item Name	5100 - FLEET PURCHASE LOCKER SYSTEM FOR REAR LOADING REFUSE TRUCKS		

Agenda Wording

Purchase of twenty-three (23) Perkins Container Locking Systems from Solid Waste Systems (Spokane, WA) per Washington State Contract #07410 - \$106,054.55 including tax.

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State Contract represents the best price available to us because the State Contractor is allowed deeper discounts from the manufacturer. These locker systems will be installed on existing rear loading refuse collections trucks and used to pick up commercial refuse containers.

Fiscal Impact	Budget Account
Expense \$ 106,054.55	# 4500-44200-37148-53502
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	ROMERO, RICK	Other	PWC - 3/11/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing	PRINCE, THEA		

**FLEET SERVICES
MEMORANDUM**

March 27, 2013

TO: PURCHASING

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: CONTAINER LOCKER SYSTEMS FOR SWM REAR LOADING REFUSE COLLECION TRUCKS

After extensive consideration, the Fleet Services Department and the Department of Solid Waste Management recommends that the city of Spokane utilize the terms of Washington State Contract #07410 for the purchase of twenty-three (23) Perkins Container Locking Systems from Solid waste Systems of Spokane. These units will be installed on existing rear loading refuse collections trucks and used to pick-up commercial refuse containers.

RE 16574

QTY	ITEM	PRICE	TOTAL
23	Perkins TL3 Cylinder Trunnion Locker System	\$2,966.85	\$68,237.55
23	Perkins D60311 Rearloader Single Tap-In Kit-Leach.	\$1,180.85	\$27,159.55
1	Freight	\$1,990.00	\$1,990.00
	SUB-TOTAL		\$97,387.10
	WA State Sales Tax (8.9%)		\$8,667.45
	TOTAL		\$106,054.55

cc: Scott Windsor



Agenda Sheet for City Council Meeting of:

04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	OPR 2013-0246
Renews #	OPR 2012-0291

Submitting Dept	STREET	Cross Ref #	
Contact Name/Phone	MARK 232-8810	Project #	
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG	Bid #	3776-11
Agenda Item Type	Purchase w/o Contract	Requisition #	VBO
Agenda Item Name	1100-STREET DEPT - BID #3776-11 ASPHALTIC MIXES - RENEWAL #2		

Agenda Wording

Renew Annual Blanket Orders with Shamrock Paving, Inland Asphalt, Spokane Rock Products and Central Pre-Mix, as a group, for asphaltic mixes for use by Street Maintenance, Sewer and Water & Hydroelectric Services Department - \$1,300,000 including tax

Summary (Background)

On April 4, 2011 City Council approved the award of Annual Blanket Orders to the above referenced vendors (OPR 2011-0222). Blanket Orders with all four vendors will allow the City to haul from the location most economical for the job sites. Due to the volatility of this product, vendors will be providing pricing on a monthly basis. This is the second of four one-year renewals.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,300,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 3/18/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Taxes & Licenses	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

		APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
SHAMROCK	1/2" 64-22	\$58.00	\$58.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
	1/2" 64-28	\$60.00	\$60.00	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50
	1/2" 70-28	\$62.00	\$62.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
	3/8" 64-22	\$60.00	\$60.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
	3/8" 64-28	\$62.00	\$62.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00
	3/8" 70-28	\$64.00	\$64.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
INLAND - PERRY PLANT	1/2" 64-22	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
	1/2" 64-28	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
	1/2" 70-28	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00
	3/8" 64-22	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
	3/8" 64-28	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00
	3/8" 70-28	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
INLAND - SULLIVAN -PLANT	1/2" 64-22	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
	1/2" 64-28	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
	1/2" 70-28	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
	3/8" 64-22	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
	3/8" 64-28	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
	3/8" 70-28	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
SPOKANE ROCK PRODUCTS	1/2" 64-22	\$58.00	\$58.00	\$55.00	\$55.00	\$54.00	\$56.00	\$56.00	\$56.00
	1/2" 64-28	\$58.00	\$58.00	\$55.00	\$55.00	\$54.00	\$56.00	\$56.00	\$56.00
	1/2" 70-28	\$58.00	\$58.00	\$55.00	\$55.00	\$54.00	\$56.00	\$56.00	\$56.00
	3/8" 64-22	\$58.00	\$58.00	\$55.00	\$55.00	\$54.00	\$56.00	\$56.00	\$56.00
	3/8" 64-28	\$58.00	\$58.00	\$55.00	\$55.00	\$54.00	\$56.00	\$56.00	\$56.00
	3/8" 70-28	\$58.00	\$58.00	\$55.00	\$55.00	\$54.00	\$56.00	\$56.00	\$56.00

ASPHALTIC MIXES
BID3681-10
OPEN: 3/22/10

BID 3776-11 ASPHALTIC MIXES		INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220 ** SULLIVAN PLANT # 1 PRICING			INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220 **PERRY PLANT #3 PRICING			CENTRAL PRE-MIX PO BOX 3366 SPOKANE WA 99220			SPOKANE ROCK PRODUCTS PO BOX 3808 SPOKANE WA 99220			SHAMROCK PAVING PO BOX 19263 SPOKANE WA 99219		
ITEM	DESCRIPTION	64-22 OIL	64-28 Oil	70-28 Oil	64-22 OIL	64-28 Oil	70-28 Oil	64-22 OIL	64-28 Oil	70-28 Oil	64-22 OIL	64-28 Oil	70-28 Oil	64-22 OIL	64-28 Oil	70-28 Oil
I	ASPHALTIC MIXES															
	HMA CLASS 1/2 - INCH	\$ 59.75	\$ 61.75	\$ 63.75	\$ 60.75	\$ 62.75	\$ 64.72		\$ 54.00	\$ 54.00	\$ 54.00	\$ 60.50	\$ 62.50	\$ 65.00		
	HMA CLASS 3/8 - INCH	\$ 61.75	\$ 63.75	\$ 65.75	\$ 62.75	\$ 64.72	\$ 66.75		\$ 54.00	\$ 54.00	\$ 54.00	\$ 64.00	\$ 66.00	\$ 70.00		
	COLD MIX	No Bid			No Bid			\$103.00/PU \$109.50/DEL			No Bid			\$ 200.00		
								***ELASTIPATCH PLUS								



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	OPR 2013-0247
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LYNN SHUPE 625-7851	Project #	
Contact E-Mail	LSHUPE@SPOKANECITY.ORG	Bid #	3908-13
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #16497
Agenda Item Name	4100-WATER PURCHASE OF PUMPS & BARRELS FOR LINCOLN HEIGHTS		

Agenda Wording

Lowest responsive bid of SPECIALTY PUMP SERVICES, INC (Spokane) for furnishing three (3) 600hp pumps and six (6) barrels for the new Lincoln Heights Project - \$492,215.63 including tax

Summary (Background)

On 2/4/13 sealed bids were received for the purchase of pumps & barrels. Three bids were received. Ruhrpumpen's bid took too many exceptions to the requirements of the bid which considerably modified the specifications so that bid was rejected leaving Specialty Pump Services the lowest responsive bidder. The bid called for small pumps and large pumps. None of the responses were responsive to the small pumps so those pumps will be going back out to bid soon.

Fiscal Impact	Budget Account
Expense \$ 492,215.63	# 4100-42490-94000-56501
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SHUPE, LYNN	Study Session	
Division Director	ROMERO, RICK	Other	PWC - 3/11/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Purchasing: tprince	
For the Mayor	SANDERS, THERESA	Water: cpeterschmidt, mmandagopal	
Additional Approvals		Taxes & Licenses	
Purchasing	PRINCE, THEA		

AGENDA:

Accept the only responsive and low bid from SPECIALTY PUMP SERVICES, Inc., Spokane for furnishing three 600 hp Pumps and six Barrels for the New Lincoln Heights Project - \$ 492,215.63 (incl. tax)

BACKGROUND:

Bid 3908-13 received FOUR bids to furnish:

- 1. TWO 5000 gpm pumps with 400 hp premium efficiency motors
- 2. THREE 8000 gpm pumps with 600 hp premium efficiency motors
- 3. SIX barrels.

	APSCO LLC PO Box 2639 Kirkland WA 98083	Ruhrpumpen 4501 S 86th E. Ave Tulsa OK 74145 Primary Proposal	Ruhrpumpen 4501 S 86th E. Ave Tulsa OK 74145 Alternate Proposal	Specialty Pump Service 4712 S Thor Street Spokane WA 99223
TWO 5000 gpm pumps	\$ 193,234.00	\$ 163,172.00	\$ 179,535.00	\$ 156,642.35
THREE 8000 gpm, 600 hp PUMPS	\$ 472,704.00	\$ 330,501.00	\$ 374,924.00	\$ 343,143.53
SIX Barrels	\$ 195,250.00	\$ 274,300.00	\$ 274,300.00	\$ 109,676.74

The two bids received from RUHRPUMPEN had too many exceptions and the bid considerably modified the specifications. Considering the other two bids, Specialty Pump Service bid is the responsive low bid. However, the driver for 5000 gpm pump is undersized and thus, the item will be rebid.

It is, thus, recommended, that City purchase **THREE** 8000 gpm, 600 hp (Item 2) pumps and **SIX** barrels from Specialty Pump service.

Specialty Pump Service bid is lowest and the dealer is local.



Agenda Sheet for City Council Meeting of:

04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	PRO 2013-0005
Renews #	
Cross Ref #	
Project #	2010070
Bid #	
Requisition #	CR 13321

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOW BID AWARD-LINCOLN HEIGHTS BOOSTER STATION

Agenda Wording

Low Bid of Halme Construction, Inc. (Davenport, WA) for Lincoln Heights Booster Station - \$1,830,094.05 plus tax. An administrative reserve of \$183,009.41 plus tax, which is 10% of the contract price plus sales tax, will be set aside.

Summary (Background)

On March 25, 2013 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$1,830,094.05, which is \$314,328.05 or 20.74% over the Engineer's Estimate; three other bids were received as follows: L & L Cargile, Inc. - \$1,839,022.00, Hoffman Contractors, Inc. - \$1,951,436.00 and S & L Underground, Inc. - \$2,298,377.00.

Fiscal Impact

Expense	\$ 2,188,243.45
Select	\$
Select	\$
Select	\$

Budget Account

4100 42490 94000 56501 155 25
#
#
#

Approvals

Dept Head	BROWN, ELDON
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	rdykes@spokanecity.org
Additional Approvals	mhughes@spokanecity.org
Purchasing	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	acline@spokanecity.org

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2010070

Project Description: Lincoln Heights Booster Station

Original Date: 2/28/2013 2:58:38 PM

Funding Source: Local

Update Date: 3/25/2013 1:45:29 PM

Preparer: Dan Buller

Addendum

Project Number: 2010070			Engineer's Estimate		Halme Construction Inc		L & L Cargile Inc		Hoffman Contractors Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Not Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
102	SPCC PLAN	1	LS	*****	750.00	*****	400.00	*****	100.00	*****	500.00
103	POTHOLING	5	EA	500.00	2,500.00	350.00	1,750.00	125.00	625.00	450.00	2,250.00
104	MOBILIZATION	1	LS	*****	75,000.00	*****	233,500.00	*****	80,000.00	*****	113,825.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	25,000.00	*****	3,300.00	*****	3,500.00	*****	2,870.00
106	SPECIAL SIGNS	183	SF	20.00	3,660.00	11.60	2,122.80	11.00	2,013.00	10.00	1,830.00
107	SEQUENTIAL ARROW SIGN	1350	HR	1.50	2,025.00	1.15	1,552.50	1.00	1,350.00	1.00	1,350.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	920	HR	5.00	4,600.00	4.05	3,726.00	3.50	3,220.00	3.50	3,220.00
109	TYPE III BARRICADE	21	EA	45.00	945.00	18.00	378.00	15.00	315.00	15.00	315.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	*****	10,000.00	*****	15,500.00	*****	8,600.00	*****	7,944.00
111	SAWCUTTING FLEXIBLE PAVEMENT	700	LFI	0.50	350.00	0.34	238.00	0.30	210.00	0.50	350.00
112	EXCAVATION AND SITE GRADING	1	LS	*****	25,000.00	*****	51,400.00	*****	13,850.00	*****	40,000.00
113	CSTC FOR SIDEWALK AND DRIVEWAYS	3	CY	40.00	120.00	49.25	147.75	30.00	90.00	60.00	180.00
114	CRUSHED SURFACING BASE COURSE	700	CY	35.00	24,500.00	22.00	15,400.00	30.00	21,000.00	35.00	24,500.00

Project Number: 2010070			Engineer's Estimate		Halme Construction Inc		L & L Cargile Inc		Hoffman Contractors Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Not Public Street Improvement

115	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	140 SY	50.00	7,000.00	47.35	6,629.00	45.00	6,300.00	41.00	5,740.00
116	PAVEMENT REPAIR EXCAVATION INCL. HAUL	140 SY	25.00	3,500.00	8.15	1,141.00	25.00	3,500.00	10.00	1,400.00
117	METER VAULT	2 EA	10,000.00	20,000.00	6,420.00	12,840.00	6,200.00	12,400.00	6,646.00	13,292.00
118	MANHOLE TYPE II-60, BASIC PRICE	2 EA	7,000.00	14,000.00	3,375.00	6,750.00	5,500.00	11,000.00	3,693.00	7,386.00
119	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	4 VF	150.00	600.00	30.00	120.00	400.00	1,600.00	120.00	480.00
120	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	300.00	900.00	200.00	600.00	323.00	969.00	200.00	600.00
121	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	3 EA	500.00	1,500.00	385.00	1,155.00	550.00	1,650.00	300.00	900.00
122	SITE PIPING	1 LS	*****	500,000.00	*****	801,600.00	*****	685,577.00	*****	641,174.00
123	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	600.00	*****	2,000.00	*****	500.00
124	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	1,760.00	*****	1,200.00	*****	500.00
125	ENCASE WATER/SEWER AT CROSSINGS	2 EA	750.00	1,500.00	930.00	1,860.00	700.00	1,400.00	1,000.00	2,000.00
126	BYPASS PUMPING	1 LS	*****	10,000.00	*****	10,500.00	*****	7,500.00	*****	8,103.00
127	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION	50 CY	100.00	5,000.00	57.00	2,850.00	30.00	1,500.00	100.00	5,000.00
128	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	25.00	1,250.00	17.50	875.00	15.00	750.00	26.00	1,300.00
129	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	11.90	595.00	15.00	750.00	36.00	1,800.00
130	ESC LEAD	1 LS	*****	2,000.00	*****	500.00	*****	100.00	*****	500.00
131	INLET PROTECTION	3 EA	100.00	300.00	47.00	141.00	80.00	240.00	150.00	450.00
132	SILT FENCE	50 LF	5.00	250.00	3.30	165.00	6.00	300.00	5.00	250.00

Project Number: 2010070			Engineer's Estimate		Halme Construction Inc		L & L Cargile Inc		Hoffman Contractors Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i>				Not Public Street Improvement						
133	SEEDING FERTILIZING AND MULCHING	1800 SY	3.00	5,400.00	9.00	16,200.00	3.25	5,850.00	2.80	5,040.00
134	LANDSCAPING AND RESTORATION	1 LS	*****	3,000.00	*****	7,300.00	*****	7,200.00	*****	6,300.00
135	IRRIGATION SYSTEM	1 LS	*****	2,000.00	*****	2,400.00	*****	4,430.00	*****	3,840.00
136	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	6,000.00	*****	6,057.00	*****	5,250.00
137	CEMENT CONCRETE CURB	30 LF	20.00	600.00	36.00	1,080.00	40.00	1,200.00	22.00	660.00
138	CEMENT CONCRETE DRIVEWAY	17 SY	45.00	765.00	48.00	816.00	60.00	1,020.00	28.00	476.00
139	CHAIN LINK FENCE TYPE 4	33 LF	40.00	1,320.00	36.00	1,188.00	40.00	1,320.00	75.00	2,475.00
140	SINGLE 7 FT CHAIN LINK GATE	1 LS	*****	750.00	*****	2,400.00	*****	500.00	*****	425.00
141	PAVEMENT MARKING - DURABLE HEAT APPLIED	18 SF	10.00	180.00	18.50	333.00	16.00	288.00	16.00	288.00
142	PUMP STATION BUILDING	1 LS	*****	250,000.00	*****	292,000.00	*****	305,335.00	*****	243,197.00
143	VALVE VAULT BUILDING	1 LS	*****	70,000.00	*****	71,600.00	*****	84,000.00	*****	241,493.00
144	BRIDGE CRANE SYSTEM	1 LS	*****	80,000.00	*****	56,000.00	*****	74,500.00	*****	45,509.00
145	BUILDING PIPING AND PLUMBING	1 LS	*****	200,000.00	*****	60,380.00	*****	336,712.00	*****	388,473.00
146	ELECTRICAL - BOOSTER STATION & VALVE VAULT	1 LS	*****	100,000.00	*****	95,500.00	*****	100,000.00	*****	83,500.00
147	MECHANICAL CONDITIONING SYSTEM - LINCOLN HEIGHTS BOOSTER STATION	1 LS	*****	50,000.00	*****	36,800.00	*****	37,000.00	*****	34,000.00
Schedule Totals				1,515,766.00		1,830,094.05		1,839,022.00		1,951,436.00

Project Number: 2010070			Engineer's Estimate		S & L Underground inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Not Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	750.00	*****	5,000.00	*****	0.00	*****	0.00
103	POTHOLING	5 EA	500.00	2,500.00	200.00	1,000.00	0.00	0.00	0.00	0.00
104	MOBILIZATION	1 LS	*****	75,000.00	*****	150,000.00	*****	0.00	*****	0.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	4,000.00	*****	0.00	*****	0.00
106	SPECIAL SIGNS	183 SF	20.00	3,660.00	10.00	1,830.00	0.00	0.00	0.00	0.00
107	SEQUENTIAL ARROW SIGN	1350 HR	1.50	2,025.00	1.00	1,350.00	0.00	0.00	0.00	0.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	920 HR	5.00	4,600.00	3.50	3,220.00	0.00	0.00	0.00	0.00
109	TYPE III BARRICADE	21 EA	45.00	945.00	15.00	315.00	0.00	0.00	0.00	0.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	10,000.00	*****	25,000.00	*****	0.00	*****	0.00
111	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	0.50	350.00	3.00	2,100.00	0.00	0.00	0.00	0.00
112	EXCAVATION AND SITE GRADING	1 LS	*****	25,000.00	*****	35,000.00	*****	0.00	*****	0.00
113	CSTC FOR SIDEWALK AND DRIVEWAYS	3 CY	40.00	120.00	600.00	1,800.00	0.00	0.00	0.00	0.00
114	CRUSHED SURFACING BASE COURSE	700 CY	35.00	24,500.00	28.00	19,600.00	0.00	0.00	0.00	0.00
115	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	140 SY	50.00	7,000.00	65.00	9,100.00	0.00	0.00	0.00	0.00
116	PAVEMENT REPAIR EXCAVATION INCL. HAUL	140 SY	25.00	3,500.00	12.00	1,680.00	0.00	0.00	0.00	0.00
117	METER VAULT	2 EA	10,000.00	20,000.00	24,000.00	48,000.00	0.00	0.00	0.00	0.00
118	MANHOLE TYPE II-60, BASIC PRICE	2 EA	7,000.00	14,000.00	5,000.00	10,000.00	0.00	0.00	0.00	0.00
119	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	4 VF	150.00	600.00	300.00	1,200.00	0.00	0.00	0.00	0.00

Project Number: 2010070			Engineer's Estimate		S & L Underground inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01				Not Public Street Improvement						
120	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	300.00	900.00	200.00	600.00	0.00	0.00	0.00	0.00
121	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	3 EA	500.00	1,500.00	200.00	600.00	0.00	0.00	0.00	0.00
122	SITE PIPING	1 LS	*****	500,000.00	*****	550,000.00	*****	0.00	*****	0.00
123	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	25,000.00	*****	0.00	*****	0.00
124	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	5,000.00	*****	0.00	*****	0.00
125	ENCASE WATER/SEWER AT CROSSINGS	2 EA	750.00	1,500.00	6,000.00	12,000.00	0.00	0.00	0.00	0.00
126	BYPASS PUMPING	1 LS	*****	10,000.00	*****	38,000.00	*****	0.00	*****	0.00
127	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION	50 CY	100.00	5,000.00	100.00	5,000.00	0.00	0.00	0.00	0.00
128	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	25.00	1,250.00	28.00	1,400.00	0.00	0.00	0.00	0.00
129	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	38.00	1,900.00	0.00	0.00	0.00	0.00
130	ESC LEAD	1 LS	*****	2,000.00	*****	5,000.00	*****	0.00	*****	0.00
131	INLET PROTECTION	3 EA	100.00	300.00	300.00	900.00	0.00	0.00	0.00	0.00
132	SILT FENCE	50 LF	5.00	250.00	8.00	400.00	0.00	0.00	0.00	0.00
133	SEEDING FERTILIZING AND MULCHING	1800 SY	3.00	5,400.00	2.00	3,600.00	0.00	0.00	0.00	0.00
134	LANDSCAPING AND RESTORATION	1 LS	*****	3,000.00	*****	10,000.00	*****	0.00	*****	0.00
135	IRRIGATION SYSTEM	1 LS	*****	2,000.00	*****	15,000.00	*****	0.00	*****	0.00
136	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	5,000.00	*****	0.00	*****	0.00
137	CEMENT CONCRETE CURB	30 LF	20.00	600.00	48.00	1,440.00	0.00	0.00	0.00	0.00

Project Number: 2010070		Engineer's Estimate		S & L Underground inc						
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Not Public Street Improvement

138	CEMENT CONCRETE DRIVEWAY	17 SY	45.00	765.00	65.00	1,105.00	0.00	0.00	0.00	0.00
139	CHAIN LINK FENCE TYPE 4	33 LF	40.00	1,320.00	32.00	1,056.00	0.00	0.00	0.00	0.00
140	SINGLE 7 FT CHAIN LINK GATE	1 LS	*****	750.00	*****	10,000.00	*****	0.00	*****	0.00
141	PAVEMENT MARKING - DURABLE HEAT APPLIED	18 SF	10.00	180.00	10.00	180.00	0.00	0.00	0.00	0.00
142	PUMP STATION BUILDING	1 LS	*****	250,000.00	*****	600,000.00	*****	0.00	*****	0.00
143	VALVE VAULT BUILDING	1 LS	*****	70,000.00	*****	225,000.00	*****	0.00	*****	0.00
144	BRIDGE CRANE SYSTEM	1 LS	*****	80,000.00	*****	70,000.00	*****	0.00	*****	0.00
145	BUILDING PIPING AND PLUMBING	1 LS	*****	200,000.00	*****	225,000.00	*****	0.00	*****	0.00
146	ELECTRICAL - BOOSTER STATION & VALVE VAULT	1 LS	*****	100,000.00	*****	120,000.00	*****	0.00	*****	0.00
147	MECHANICAL CONDITIONING SYSTEM - LINCOLN HEIGHTS BOOSTER STATION	1 LS	*****	50,000.00	*****	45,000.00	*****	0.00	*****	0.00

Schedule Totals 1,515,766.00 2,298,377.00 0.00 0.00

Project Number **2010070**

Lincoln Heights Booster Station

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,515,766.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,515,766.00
Halme Construction Inc	1,830,094.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,830,094.05
L & L Cargile Inc	1,839,022.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,839,022.00
Hoffman Contractors In	1,951,436.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,951,436.00
S & L Underground inc	2,298,377.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,298,377.00

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,989,312.23	\$1,647,637.64	20.74	% Over Estimate
Bid Totals	\$1,989,312.23	\$1,647,637.64	20.74	% Over Estimate



Agenda Sheet for City Council Meeting of:

04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	PRO 2013-0006
Renews #	
Cross Ref #	
Project #	2010121
Bid #	
Requisition #	CR 13318

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOW BID AWARD - 3RD AVENUE

Agenda Wording

Low Bid of MDM Construction, Inc., (Hayden, ID) for 3rd Avenue from Division Street to Arthur Street - \$2,108,661.70 plus tax. An administrative reserve of \$210,866.17 plus tax, which is 10% of the contract price plus sales tax, will be set aside.

Summary (Background)

On March 18, 2013 bids were opened for the above project. The low bid was from MDM Construction, Inc. in the amount of \$2,108,661.70, which is \$234,555.25 or 10.09% under the Engineer's Estimate; five other bids were received as follows: Spokane Rock Products, Inc. - \$2,166,766.89, Murphy Brothers, Inc. - \$2,221,689.69, Halme Construction, Inc. - \$2,283,501.06, Inland Asphalt Company - \$2,587,053.00 and Red Diamond Construction, Inc. - \$3,043,558.64.

Fiscal Impact

Expense	\$ 1,686,708.53
Expense	\$ 175,362.19
Expense	\$ 492,114.59
Select	\$

Budget Account

#	3404 49725 95300 56501
#	4370 49461 94000 56501
#	4100 42490 94000 56501
#	

Approvals

Dept Head	BROWN, ELDON
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	rдыkes@spokanecity.org
	mhughes@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	kbrooks@spokanecity.org
	acline@spokanecity.org

Additional Approvals

Purchasing	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2010121

Project Description: Third Avenue from Division Street to Arthur Street

Original Date: 12/20/2012 2:46:53 PM

Funding Source: Local

Update Date: 3/18/2013 2:06:10 PM

Preparer: Katrina Wagner

Addendum:

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,500.00	*****	2,000.00	*****	750.00
103	POTHOLING	20 EA	400.00	8,000.00	250.00	5,000.00	250.00	5,000.00	250.00	5,000.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	18,000.00	*****	7,500.00	*****	7,500.00	*****	25,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	8 EA	500.00	4,000.00	425.00	3,400.00	400.00	3,200.00	425.00	3,400.00
106	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,100.00	*****	160.00	*****	150.00	*****	200.00
107	MOBILIZATION	1 LS	*****	130,000.00	*****	175,000.00	*****	110,000.00	*****	180,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	55,000.00	*****	65,000.00	*****	147,000.00	*****	65,000.00
109	SPECIAL SIGNS	278 SF	10.00	2,780.00	9.90	2,752.20	6.00	1,668.00	17.00	4,726.00
110	SEQUENTIAL ARROW SIGN	2200 HR	2.00	4,400.00	5.40	11,880.00	3.00	6,600.00	3.00	6,600.00
111	TYPE III BARRICADE	35 EA	22.00	770.00	32.00	1,120.00	15.00	525.00	35.00	1,225.00
112	INLET PROTECTION	18 EA	95.00	1,710.00	75.00	1,350.00	75.00	1,350.00	75.00	1,350.00
113	STREET CLEANING	50 HR	150.00	7,500.00	165.00	8,250.00	200.00	10,000.00	130.00	6,500.00
Schedule Totals				233,761.00		282,913.20		294,994.00		299,752.00

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
201	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	500.00	*****	900.00	*****	300.00	*****	300.00
202	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,500.00	*****	6,500.00	*****	4,500.00	*****	2,500.00
203	REMOVE EXISTING CURB	2990 LF	4.00	11,960.00	1.55	4,634.50	6.00	17,940.00	4.50	13,455.00
204	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2404 SY	7.00	16,828.00	3.70	8,894.80	6.00	14,424.00	5.00	12,020.00
205	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	380.00	760.00	300.00	600.00	400.00	800.00	600.00	1,200.00
206	SAWCUTTING RIGID PAVEMENT	5820 LFI	1.50	8,730.00	0.97	5,645.40	0.91	5,296.20	0.95	5,529.00
207	SAWCUTTING FLEXIBLE PAVEMENT	5303 LFI	0.50	2,651.50	0.30	1,590.90	0.50	2,651.50	0.28	1,484.84
208	REMOVE AND DISPOSE OF TROLLEY RAILS	110 LF	16.00	1,760.00	20.00	2,200.00	12.00	1,320.00	11.00	1,210.00
209	ROADWAY EXCAVATION INCL. HAUL	10370 CY	11.50	119,255.00	10.00	103,700.00	12.25	127,032.50	13.00	134,810.00
210	REMOVE UNSUITABLE FOUNDATION MATERIAL	325 CY	10.00	3,250.00	13.00	4,225.00	9.50	3,087.50	6.75	2,193.75
211	REPLACE UNSUITABLE FOUNDATION MATERIAL	325 CY	20.00	6,500.00	11.00	3,575.00	25.00	8,125.00	24.00	7,800.00
212	ROCK EXCAVATION	350 CY	80.00	28,000.00	33.00	11,550.00	90.00	31,500.00	75.00	26,250.00
213	PREPARATION OF UNTREATED ROADWAY	22774 SY	2.00	45,548.00	1.25	28,467.50	1.35	30,744.90	1.25	28,467.50
214	CRUSHED SURFACING TOP COURSE	2541 CY	35.00	88,935.00	34.00	86,394.00	30.89	78,491.49	29.00	73,689.00
215	CRUSHED SURFACING BASE COURSE	3094 CY	31.00	95,914.00	22.00	68,068.00	12.75	39,448.50	26.00	80,444.00
216	CSTC FOR SIDEWALK AND DRIVEWAYS	275 CY	42.00	11,550.00	24.20	6,655.00	45.00	12,375.00	22.00	6,050.00
217	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	44920 SY	8.00	359,360.00	7.00	314,440.00	6.65	298,718.00	7.00	314,440.00
218	HMA CL. 1/2 IN. PG 70-28 3 INCH THICK	22774 SY	11.80	268,733.20	10.00	227,740.00	9.65	219,769.10	10.50	239,127.00
219	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	123 SY	65.00	7,995.00	40.00	4,920.00	27.10	3,333.30	28.00	3,444.00

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
220	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
221	COMPACTION PRICE ADJUSTMENT	1 EST	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00
222	CEMENT CONCRETE CURB WALL	25 LF	40.00	1,000.00	53.00	1,325.00	40.00	1,000.00	41.60	1,040.00
223	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	300.00	1,200.00	150.00	600.00	200.00	800.00	210.00	840.00
224	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	1 EA	450.00	450.00	400.00	400.00	500.00	500.00	350.00	350.00
225	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	450.00	450.00	400.00	400.00	500.00	500.00	400.00	400.00
226	TOPSOIL TYPE A, 2 INCH THICK	22 SY	7.25	159.50	10.00	220.00	6.00	132.00	6.30	138.60
227	SOD INSTALLATION	22 SY	12.00	264.00	11.00	242.00	15.00	330.00	17.00	374.00
228	PLANT RESTORATION	1 FA	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
229	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	300.00	*****	2,000.00	*****	1,000.00	*****	1,050.00
230	CEMENT CONCRETE CURB	2500 LF	16.00	40,000.00	19.00	47,500.00	12.50	31,250.00	13.00	32,500.00
231	CEMENT CONC. CURB AND GUTTER	940 LF	22.50	21,150.00	26.00	24,440.00	21.35	20,069.00	23.00	21,620.00
232	CEMENT CONCRETE DRIVEWAY	1690 SY	41.50	70,135.00	48.00	81,120.00	34.25	57,882.50	36.00	60,840.00
233	CEMENT CONCRETE DRIVEWAY TRANSITION	28 SY	45.00	1,260.00	65.00	1,820.00	27.75	777.00	29.00	812.00
234	MONUMENT FRAME AND COVER	2 EA	325.00	650.00	270.00	540.00	225.00	450.00	90.00	180.00
235	CEMENT CONC. SIDEWALK	920 SY	34.00	31,280.00	45.00	41,400.00	31.00	28,520.00	33.00	30,360.00
236	RAMP DETECTABLE WARNING	280 SF	22.00	6,160.00	21.00	5,880.00	21.00	5,880.00	22.00	6,160.00
237	TRAFFIC SIGNAL SYSTEM, SHERMAN & THIRD	1 LS	*****	70,000.00	*****	40,000.00	*****	33,120.00	*****	35,000.00

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
238	TRAFFIC SIGNAL SYSTEM RETROFIT, ARTHUR & THIRD	1 LS	*****	40,000.00	*****	20,000.00	*****	18,400.00	*****	18,000.00
239	COMMUNICATION (INTERCONNECT) SYSTEM	1 LS	*****	130,000.00	*****	110,000.00	*****	99,360.00	*****	105,000.00
240	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION (COMMUNICATION SYSTEM)	86 CY	80.00	6,880.00	60.00	5,160.00	85.00	7,310.00	86.00	7,396.00
241	SIGNING, PERMANENT	1 LS	*****	26,000.00	*****	25,000.00	*****	23,499.00	*****	25,000.00
242	PAVEMENT MARKING - DURABLE HEAT APPLIED	1217 SF	10.00	12,170.00	9.20	11,196.40	8.70	10,587.90	9.00	10,953.00
243	PAVEMENT MARKING - DURABLE INLAY TAPE	649 SF	8.75	5,678.75	11.50	7,463.50	12.00	7,788.00	13.00	8,437.00
244	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	250.00	500.00	130.00	260.00	150.00	300.00	130.00	260.00
Schedule Totals				1,558,377.95		1,330,628.00		1,262,273.39		1,334,085.69

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> Storm and Sanitary Sewer				Public Street Improvement						
301	REMOVE EXISTING CURB	80 LF	4.00	320.00	1.55	124.00	7.00	560.00	6.50	520.00
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	40 SY	7.25	290.00	3.70	148.00	6.00	240.00	9.50	380.00
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	26 EA	380.00	9,880.00	86.00	2,236.00	400.00	10,400.00	600.00	15,600.00
304	REMOVE EXISTING 8 IN. STORM PIPE	777 LF	8.00	6,216.00	4.50	3,496.50	5.00	3,885.00	4.00	3,108.00
305	REMOVE SEWER LAMPHOLE	3 EA	450.00	1,350.00	180.00	540.00	500.00	1,500.00	825.00	2,475.00
306	CSTC FOR SIDEWALK AND DRIVEWAYS	5 CY	42.00	210.00	24.00	120.00	954.30	4,771.50	42.00	210.00
307	MANHOLE TYPE I-48 BASIC PRICE	1 EA	2,100.00	2,100.00	1,900.00	1,900.00	1,900.00	1,900.00	1,800.00	1,800.00
308	REPAIR EXISTING MANHOLE CHANNEL	1 EA	250.00	250.00	1,000.00	1,000.00	650.00	650.00	800.00	800.00
309	CATCH BASIN TYPE 1	17 EA	1,850.00	31,450.00	1,400.00	23,800.00	1,650.00	28,050.00	1,800.00	30,600.00
310	CATCH BASIN TYPE 3	5 EA	2,075.00	10,375.00	1,700.00	8,500.00	1,900.00	9,500.00	1,800.00	9,000.00
311	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	18 EA	750.00	13,500.00	675.00	12,150.00	450.00	8,100.00	650.00	11,700.00
312	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	18 EA	340.00	6,120.00	145.00	2,610.00	125.00	2,250.00	255.00	4,590.00
313	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	360.00	360.00	145.00	145.00	125.00	125.00	425.00	425.00
314	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	200.00	400.00	29.00	58.00	125.00	250.00	250.00	500.00
315	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	225.00	225.00	91.00	91.00	125.00	125.00	600.00	600.00
316	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION (SEWER)	59 CY	80.00	4,720.00	80.00	4,720.00	90.00	5,310.00	86.00	5,074.00
317	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	7.50	75.00	11.00	110.00	9.00	90.00	26.00	260.00
318	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	15.00	150.00	18.00	180.00	25.00	250.00	42.00	420.00

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> Storm and Sanitary Sewer				Public Street Improvement						
319	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	1,000.00	*****	1,500.00	*****	420.00
320	SEWER REPAIR AT LATERAL CONNECTION	4 EA	750.00	3,000.00	4,700.00	18,800.00	1,200.00	4,800.00	1,950.00	7,800.00
321	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	799 LF	35.50	28,364.50	56.00	44,744.00	38.00	30,362.00	46.00	36,754.00
322	PLUGGING EXISTING PIPE	1 EA	125.00	125.00	435.00	435.00	85.00	85.00	475.00	475.00
323	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	400.00	*****	534.00	*****	650.00	*****	520.00
324	CLEANING EXISTING SANITARY SEWER	16 EA	350.00	5,600.00	100.00	1,600.00	225.00	3,600.00	312.00	4,992.00
325	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	65.00	1,625.00	180.00	4,500.00	65.00	1,625.00	65.00	1,625.00
326	CEMENT CONCRETE CURB	80 LF	16.00	1,280.00	20.00	1,600.00	12.45	996.00	13.00	1,040.00
327	CEMENT CONC. SIDEWALK	50 SY	34.00	1,700.00	64.00	3,200.00	31.00	1,550.00	33.00	1,650.00
Schedule Totals				130,585.50		138,341.50		123,124.50		143,338.00

<i>Project Number:</i> 2010121		<i>Engineer's Estimate</i>			MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 04</i> Water					Not Public Street Improvement					
401	DUCTILE IRON PIPE FOR WATER MAIN 4 IN. DIAM.	24 LF	28.00	672.00	115.00	2,760.00	35.00	840.00	67.00	1,608.00
402	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	175 LF	35.00	6,125.00	37.00	6,475.00	38.00	6,650.00	56.00	9,800.00
403	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	4004 LF	50.00	200,200.00	58.00	232,232.00	69.50	278,278.00	50.00	200,200.00
404	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	34 LF	85.00	2,890.00	89.00	3,026.00	115.00	3,910.00	89.00	3,026.00
405	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	500.00	*****	3,500.00	*****	468.00
406	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION (WATER)	1250 CY	80.00	100,000.00	20.00	25,000.00	90.00	112,500.00	75.00	93,750.00
407	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	27 CY	7.50	202.50	9.00	243.00	6.00	162.00	26.00	702.00
408	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	27 CY	15.00	405.00	18.00	486.00	25.00	675.00	42.00	1,134.00
409	REMOVAL OF EXISTING 4, 6 AND 8 IN. DIAM. WATER MAIN	207 LF	8.00	1,656.00	1.00	207.00	4.00	828.00	9.00	1,863.00
410	REMOVAL OF EXISTING 12 AND 16 IN. DIAM. WATER MAIN	4038 LF	9.00	36,342.00	3.00	12,114.00	5.00	20,190.00	11.00	44,418.00
411	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	650.00	*****	1,500.00	*****	390.00
412	GATE VALVE 6 IN.	5 EA	850.00	4,250.00	750.00	3,750.00	850.00	4,250.00	1,050.00	5,250.00
413	GATE VALVE 8 IN.	2 EA	1,200.00	2,400.00	1,000.00	2,000.00	1,200.00	2,400.00	1,400.00	2,800.00
414	GATE VALVE 12 IN.	13 EA	2,200.00	28,600.00	1,800.00	23,400.00	2,000.00	26,000.00	2,225.00	28,925.00
415	HYDRANT ASSEMBLY	1 EA	3,600.00	3,600.00	4,300.00	4,300.00	4,500.00	4,500.00	4,500.00	4,500.00
416	RECONNECT EXISTING HYDRANT	5 EA	2,000.00	10,000.00	2,000.00	10,000.00	1,500.00	7,500.00	2,800.00	14,000.00
417	RELOCATE EXISTING HYDRANT	2 EA	2,400.00	4,800.00	2,100.00	4,200.00	1,800.00	3,600.00	2,750.00	5,500.00
418	TRENCH EXCAVATION FOR WATER SERVICE TAP	502 CY	15.00	7,530.00	18.00	9,036.00	6.00	3,012.00	30.00	15,060.00

Project Number: 2010121			Engineer's Estimate		MDM Construction		Spokane Rock Products Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Water				Not Public Street Improvement						
419	REMOVE AND REPLACE CURB SECTION FOR WATER SERVICE	4 EA	160.00	640.00	380.00	1,520.00	250.00	1,000.00	350.00	1,400.00
420	REMOVE AND REPLACE SIDEWALK SECTION FOR WATER SERVICE	4 EA	300.00	1,200.00	500.00	2,000.00	250.00	1,000.00	500.00	2,000.00
421	WATER TAP APPLICATION FEE	37 EA	40.00	1,480.00	40.00	1,480.00	40.00	1,480.00	40.00	1,480.00
422	RECONNECT EXISTING WATER SERVICE, 4 IN DIAMETER AND LARGER	4 EA	1,500.00	6,000.00	2,850.00	11,400.00	650.00	2,600.00	1,560.00	6,240.00
Schedule Totals				420,492.50		356,779.00		486,375.00		444,514.00

Project Number: 2010121			Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 01</i> Common Items			Public Street Improvement							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	400.00	*****	500.00	*****	800.00
103	POTHOLING	20 EA	400.00	8,000.00	310.00	6,200.00	500.00	10,000.00	1,000.00	20,000.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	18,000.00	*****	6,500.00	*****	18,000.00	*****	17,500.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	8 EA	500.00	4,000.00	445.00	3,560.00	412.00	3,296.00	600.00	4,800.00
106	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,100.00	*****	200.00	*****	155.00	*****	3,000.00
107	MOBILIZATION	1 LS	*****	130,000.00	*****	170,000.00	*****	184,280.00	*****	100,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	55,000.00	*****	120,000.00	*****	130,000.00	*****	93,000.00
109	SPECIAL SIGNS	278 SF	10.00	2,780.00	6.70	1,862.60	6.35	1,765.30	10.00	2,780.00
110	SEQUENTIAL ARROW SIGN	2200 HR	2.00	4,400.00	2.80	6,160.00	2.60	5,720.00	4.00	8,800.00
111	TYPE III BARRICADE	35 EA	22.00	770.00	17.00	595.00	16.00	560.00	60.00	2,100.00
112	INLET PROTECTION	18 EA	95.00	1,710.00	50.00	900.00	100.00	1,800.00	55.00	990.00
113	STREET CLEANING	50 HR	150.00	7,500.00	150.00	7,500.00	135.00	6,750.00	10.00	500.00
Schedule Totals				233,761.00		323,878.60		362,827.30		254,271.00

Project Number: 2010121			Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 02 Bond				Public Street Improvement						
201	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	500.00	*****	350.00	*****	315.00	*****	1,200.00
202	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,500.00	*****	6,200.00	*****	2,100.00	*****	67,000.00
203	REMOVE EXISTING CURB	2990 LF	4.00	11,960.00	3.00	8,970.00	3.10	9,269.00	8.50	25,415.00
204	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2404 SY	7.00	16,828.00	4.00	9,616.00	15.25	36,661.00	8.00	19,232.00
205	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	380.00	760.00	240.00	480.00	180.00	360.00	900.00	1,800.00
206	SAWCUTTING RIGID PAVEMENT	5820 LFI	1.50	8,730.00	1.40	8,148.00	0.80	4,656.00	1.35	7,857.00
207	SAWCUTTING FLEXIBLE PAVEMENT	5303 LFI	0.50	2,651.50	0.30	1,590.90	0.25	1,325.75	1.00	5,303.00
208	REMOVE AND DISPOSE OF TROLLEY RAILS	110 LF	16.00	1,760.00	6.00	660.00	10.30	1,133.00	12.00	1,320.00
209	ROADWAY EXCAVATION INCL. HAUL	10370 CY	11.50	119,255.00	14.20	147,254.00	16.20	167,994.00	20.00	207,400.00
210	REMOVE UNSUITABLE FOUNDATION MATERIAL	325 CY	10.00	3,250.00	12.15	3,948.75	16.00	5,200.00	20.00	6,500.00
211	REPLACE UNSUITABLE FOUNDATION MATERIAL	325 CY	20.00	6,500.00	8.20	2,665.00	41.00	13,325.00	25.00	8,125.00
212	ROCK EXCAVATION	350 CY	80.00	28,000.00	78.50	27,475.00	90.00	31,500.00	135.00	47,250.00
213	PREPARATION OF UNTREATED ROADWAY	22774 SY	2.00	45,548.00	1.25	28,467.50	2.70	61,489.80	3.05	69,460.70
214	CRUSHED SURFACING TOP COURSE	2541 CY	35.00	88,935.00	26.20	66,574.20	38.00	96,558.00	31.00	78,771.00
215	CRUSHED SURFACING BASE COURSE	3094 CY	31.00	95,914.00	24.65	76,267.10	35.00	108,290.00	34.00	105,196.00
216	CSTC FOR SIDEWALK AND DRIVEWAYS	275 CY	42.00	11,550.00	50.50	13,887.50	32.00	8,800.00	45.00	12,375.00
217	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	44920 SY	8.00	359,360.00	7.40	332,408.00	8.75	393,050.00	7.40	332,408.00
218	HMA CL. 1/2 IN. PG 70-28 3 INCH THICK	22774 SY	11.80	268,733.20	10.75	244,820.50	12.20	277,842.80	10.75	244,820.50
219	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	123 SY	65.00	7,995.00	30.25	3,720.75	37.50	4,612.50	30.00	3,690.00

Project Number: 2010121			Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 02</i> Bond			Public Street Improvement							
220	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
221	COMPACTION PRICE ADJUSTMENT	1 EST	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00	12,562.00
222	CEMENT CONCRETE CURB WALL	25 LF	40.00	1,000.00	52.35	1,308.75	41.00	1,025.00	45.00	1,125.00
223	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	300.00	1,200.00	200.00	800.00	360.00	1,440.00	350.00	1,400.00
224	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	1 EA	450.00	450.00	400.00	400.00	460.00	460.00	750.00	750.00
225	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	450.00	450.00	700.00	700.00	310.00	310.00	750.00	750.00
226	TOPSOIL TYPE A, 2 INCH THICK	22 SY	7.25	159.50	6.70	147.40	6.25	137.50	30.00	660.00
227	SOD INSTALLATION	22 SY	12.00	264.00	17.00	374.00	15.00	330.00	35.00	770.00
228	PLANT RESTORATION	1 FA	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
229	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	300.00	*****	1,200.00	*****	1,025.00	*****	4,200.00
230	CEMENT CONCRETE CURB	2500 LF	16.00	40,000.00	16.45	41,125.00	15.40	38,500.00	16.60	41,500.00
231	CEMENT CONC. CURB AND GUTTER	940 LF	22.50	21,150.00	26.33	24,750.20	22.50	21,150.00	26.00	24,440.00
232	CEMENT CONCRETE DRIVEWAY	1690 SY	41.50	70,135.00	42.50	71,825.00	35.00	59,150.00	38.00	64,220.00
233	CEMENT CONCRETE DRIVEWAY TRANSITION	28 SY	45.00	1,260.00	35.30	988.40	35.00	980.00	40.00	1,120.00
234	MONUMENT FRAME AND COVER	2 EA	325.00	650.00	310.00	620.00	440.00	880.00	400.00	800.00
235	CEMENT CONC. SIDEWALK	920 SY	34.00	31,280.00	38.90	35,788.00	33.50	30,820.00	37.00	34,040.00
236	RAMP DETECTABLE WARNING	280 SF	22.00	6,160.00	23.45	6,566.00	20.50	5,740.00	22.00	6,160.00
237	TRAFFIC SIGNAL SYSTEM, SHERMAN & THIRD	1 LS	*****	70,000.00	*****	35,400.00	*****	32,600.00	*****	49,000.00

Project Number: 2010121		Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>							
<i>Schedule 02</i> Bond				Public Street Improvement							
238	TRAFFIC SIGNAL SYSTEM RETROFIT, ARTHUR & THIRD	1 LS	*****	40,000.00	*****	18,900.00	*****	17,350.00	*****	17,000.00	
239	COMMUNICATION (INTERCONNECT) SYSTEM	1 LS	*****	130,000.00	*****	108,500.00	*****	100,000.00	*****	109,000.00	
240	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION (COMMUNICATION SYSTEM)	86 CY	80.00	6,880.00	125.00	10,750.00	125.00	10,750.00	135.00	11,610.00	
241	SIGNING, PERMANENT	1 LS	*****	26,000.00	*****	26,250.00	*****	24,000.00	*****	25,500.00	
242	PAVEMENT MARKING - DURABLE HEAT APPLIED	1217 SF	10.00	12,170.00	9.60	11,683.20	8.80	10,709.60	9.20	11,196.40	
243	PAVEMENT MARKING - DURABLE INLAY TAPE	649 SF	8.75	5,678.75	14.44	9,371.56	11.00	7,139.00	12.00	7,788.00	
244	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	250.00	500.00	140.00	280.00	128.00	256.00	130.00	260.00	
Schedule Totals				1,558,377.95		1,404,191.71		1,602,194.95		1,671,373.60	

Project Number: 2010121			Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> Storm and Sanitary Sewer				Public Street Improvement						
301	REMOVE EXISTING CURB	80 LF	4.00	320.00	3.00	240.00	3.10	248.00	10.00	800.00
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	40 SY	7.25	290.00	4.00	160.00	15.25	610.00	12.00	480.00
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	26 EA	380.00	9,880.00	240.00	6,240.00	180.00	4,680.00	800.00	20,800.00
304	REMOVE EXISTING 8 IN. STORM PIPE	777 LF	8.00	6,216.00	2.45	1,903.65	1.55	1,204.35	12.00	9,324.00
305	REMOVE SEWER LAMPHOLE	3 EA	450.00	1,350.00	240.00	720.00	515.00	1,545.00	800.00	2,400.00
306	CSTC FOR SIDEWALK AND DRIVEWAYS	5 CY	42.00	210.00	50.00	250.00	32.00	160.00	60.00	300.00
307	MANHOLE TYPE I-48 BASIC PRICE	1 EA	2,100.00	2,100.00	2,780.00	2,780.00	3,550.00	3,550.00	4,000.00	4,000.00
308	REPAIR EXISTING MANHOLE CHANNEL	1 EA	250.00	250.00	620.00	620.00	780.00	780.00	700.00	700.00
309	CATCH BASIN TYPE 1	17 EA	1,850.00	31,450.00	1,750.00	29,750.00	1,840.00	31,280.00	3,000.00	51,000.00
310	CATCH BASIN TYPE 3	5 EA	2,075.00	10,375.00	1,630.00	8,150.00	1,950.00	9,750.00	3,500.00	17,500.00
311	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	18 EA	750.00	13,500.00	680.00	12,240.00	720.00	12,960.00	800.00	14,400.00
312	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	18 EA	340.00	6,120.00	370.00	6,660.00	340.00	6,120.00	825.00	14,850.00
313	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	360.00	360.00	405.00	405.00	670.00	670.00	900.00	900.00
314	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	200.00	400.00	390.00	780.00	460.00	920.00	1,500.00	3,000.00
315	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	225.00	225.00	400.00	400.00	390.00	390.00	2,300.00	2,300.00
316	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION (SEWER)	59 CY	80.00	4,720.00	78.50	4,631.50	115.00	6,785.00	135.00	7,965.00
317	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	7.50	75.00	12.20	122.00	16.40	164.00	20.00	200.00
318	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	15.00	150.00	8.25	82.50	41.00	410.00	25.00	250.00

Project Number: 2010121		Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> Storm and Sanitary Sewer				Public Street Improvement						
319	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	225.00	*****	515.00	*****	12,500.00
320	SEWER REPAIR AT LATERAL CONNECTION	4 EA	750.00	3,000.00	1,350.00	5,400.00	1,525.00	6,100.00	2,500.00	10,000.00
321	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	799 LF	35.50	28,364.50	37.70	30,122.30	51.00	40,749.00	50.00	39,950.00
322	PLUGGING EXISTING PIPE	1 EA	125.00	125.00	300.00	300.00	80.00	80.00	100.00	100.00
323	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	400.00	*****	1,150.00	*****	515.00	*****	23,000.00
324	CLEANING EXISTING SANITARY SEWER	16 EA	350.00	5,600.00	460.00	7,360.00	280.00	4,480.00	165.00	2,640.00
325	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	65.00	1,625.00	70.00	1,750.00	103.00	2,575.00	125.00	3,125.00
326	CEMENT CONCRETE CURB	80 LF	16.00	1,280.00	16.45	1,316.00	15.40	1,232.00	18.00	1,440.00
327	CEMENT CONC. SIDEWALK	50 SY	34.00	1,700.00	38.90	1,945.00	33.50	1,675.00	37.00	1,850.00
Schedule Totals				130,585.50		125,702.95		140,147.35		245,774.00

<i>Project Number:</i> 2010121		<i>Engineer's Estimate</i>			Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 04</i> Water					Not Public Street Improvement					
401	DUCTILE IRON PIPE FOR WATER MAIN 4 IN. DIAM.	24 LF	28.00	672.00	76.40	1,833.60	67.00	1,608.00	250.00	6,000.00
402	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	175 LF	35.00	6,125.00	67.00	11,725.00	56.50	9,887.50	192.00	33,600.00
403	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	4004 LF	50.00	200,200.00	56.70	227,026.80	56.50	226,226.00	102.76	411,451.04
404	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	34 LF	85.00	2,890.00	109.50	3,723.00	103.00	3,502.00	300.00	10,200.00
405	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	225.00	*****	520.00	*****	25,000.00
406	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION (WATER)	1250 CY	80.00	100,000.00	78.50	98,125.00	90.00	112,500.00	135.00	168,750.00
407	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	27 CY	7.50	202.50	12.20	329.40	16.40	442.80	20.00	540.00
408	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	27 CY	15.00	405.00	8.25	222.75	41.50	1,120.50	30.00	810.00
409	REMOVAL OF EXISTING 4, 6 AND 8 IN. DIAM. WATER MAIN	207 LF	8.00	1,656.00	2.25	465.75	7.70	1,593.90	12.00	2,484.00
410	REMOVAL OF EXISTING 12 AND 16 IN. DIAM. WATER MAIN	4038 LF	9.00	36,342.00	2.25	9,085.50	7.65	30,890.70	7.50	30,285.00
411	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,150.00	*****	515.00	*****	45,000.00
412	GATE VALVE 6 IN.	5 EA	850.00	4,250.00	750.00	3,750.00	1,133.00	5,665.00	2,000.00	10,000.00
413	GATE VALVE 8 IN.	2 EA	1,200.00	2,400.00	1,110.00	2,220.00	1,545.00	3,090.00	2,500.00	5,000.00
414	GATE VALVE 12 IN.	13 EA	2,200.00	28,600.00	1,830.00	23,790.00	2,163.00	28,119.00	3,300.00	42,900.00
415	HYDRANT ASSEMBLY	1 EA	3,600.00	3,600.00	3,900.00	3,900.00	4,425.00	4,425.00	7,500.00	7,500.00
416	RECONNECT EXISTING HYDRANT	5 EA	2,000.00	10,000.00	1,900.00	9,500.00	2,470.00	12,350.00	3,000.00	15,000.00
417	RELOCATE EXISTING HYDRANT	2 EA	2,400.00	4,800.00	2,500.00	5,000.00	2,470.00	4,940.00	4,700.00	9,400.00
418	TRENCH EXCAVATION FOR WATER SERVICE TAP	502 CY	15.00	7,530.00	38.00	19,076.00	46.00	23,092.00	70.00	35,140.00

Project Number: 2010121			Engineer's Estimate		Halme Construction Inc		Inland Asphalt Company		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Water				Not Public Street Improvement						
419	REMOVE AND REPLACE CURB SECTION FOR WATER SERVICE	4 EA	160.00	640.00	300.00	1,200.00	489.00	1,956.00	400.00	1,600.00
420	REMOVE AND REPLACE SIDEWALK SECTION FOR WATER SERVICE	4 EA	300.00	1,200.00	300.00	1,200.00	550.00	2,200.00	500.00	2,000.00
421	WATER TAP APPLICATION FEE	37 EA	40.00	1,480.00	40.00	1,480.00	40.00	1,480.00	40.00	1,480.00
422	RECONNECT EXISTING WATER SERVICE, 4 IN DIAMETER AND LARGER	4 EA	1,500.00	6,000.00	1,175.00	4,700.00	1,440.00	5,760.00	2,000.00	8,000.00
Schedule Totals				420,492.50		429,727.80		481,883.40		872,140.04

Project Number

2010121

Third Avenue from Division Street to Arthur Street

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	233,761.00	1,558,377.95	130,585.50	420,492.50	0.00	0.00	0.00	0.00	2,343,216.95
MDM Construction	282,913.20	1,330,628.00	138,341.50	356,779.00	0.00	0.00	0.00	0.00	2,108,661.70
Spokane Rock Product	294,994.00	1,262,273.39	123,124.50	486,375.00	0.00	0.00	0.00	0.00	2,166,766.89
Murphy Brothers Inc	299,752.00	1,334,085.69	143,338.00	444,514.00	0.00	0.00	0.00	0.00	2,221,689.69
Halme Construction Inc	323,878.60	1,404,191.71	125,702.95	429,727.80	0.00	0.00	0.00	0.00	2,283,501.06
Inland Asphalt Compan	362,827.30	1,602,194.95	140,147.35	481,883.40	0.00	0.00	0.00	0.00	2,587,053.00
Red Diamond Construc	254,271.00	1,671,373.60	245,774.00	872,140.04	0.00	0.00	0.00	0.00	3,043,558.64

Low Bid Contractor: MDM Construction

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$282,913.20	\$233,761.00	21.03	% Over Estimate
Schedule 02	\$1,330,628.00	\$1,558,377.95	14.61	% Under Estimate
Schedule 03	\$138,341.50	\$130,585.50	5.94	% Over Estimate
Schedule 04	\$387,818.77	\$457,075.35	15.15	% Under Estimate
Bid Totals	<u>\$2,139,701.47</u>	<u>\$2,379,799.80</u>	10.09	% Under Estimate



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	OPR 2013-0248
Renews #	OPR 2012-0222

Submitting Dept	HEARING EXAMINER	Cross Ref #	
Contact Name/Phone	BRIAN MCGINN 6010	Project #	
Contact E-Mail	BMCGINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0570, INTERLOCAL WITH SPOKANE COUNTY HEARING EXAMINER		

Agenda Wording

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2013 and run through December 31, 2013.

Summary (Background)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$121.86 per hour or at a negotiated rate. . . .

Fiscal Impact	Budget Account
Revenue \$ VARIES	# 0570-51500-99999-34199
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	MCGINN, BRIAN	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	areid@spokanecity.org	
For the Mayor	SANDERS, THERESA	MDempsey@spokanecounty.org	
Additional Approvals		DErickson@spokanecounty.org	
Purchasing		State Auditor	

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE
FOR HEARING EXAMINER SERVICES**

13-0288

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County," and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties."

RECITALS

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED TWENTY ONE AND 86/100 DOLLARS (\$121.86) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This agreement shall begin January 1, 2013, and run through January 31, 2014, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of the party requesting services under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this agreement. No property will be acquired, held or disposed of.

8. INDEMNIFICATION.

A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
 - E. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
 - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this agreement upon five (5) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for any services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. VENUE. This agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this agreement.
13. ALL WRITING AS CONTAINED HEREIN. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this agreement with its City Clerk. The County shall file its agreement with its County Auditor or place the agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 19th day of March, 2013.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
SHELLY O'QUINN, Chair

Absent
AL FRENCH, Vice-Chair

ATTEST:

[Signature]
Daniela Erickson 13-0288
Clerk of the Board

[Signature]
TODD MIELKE, Commissioner

Date: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

City Clerk

Approved as to form:

By: [Signature]
Assistant City Attorney

NO. 13-0288

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL)
COOPERATION AGREEMENT BETWEEN SPOKANE)
COUNTY AND THE CITY OF SPOKANE FOR)
HEARING EXAMINER SERVICES)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

WHEREAS, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2013 through January 31, 2014 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED TWENTY-ONE AND 86/100 DOLLARS (\$121.86) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 19th day of March 2013.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON


SHELLY O'QUINN, CHAIR


AL FRENCH, VICE CHAIR


Daniela Erickson, Clerk of the Board


TODD MIELKE, COMMISSIONER



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	OPR 2013-0249
Renews #	
Cross Ref #	
Project #	2013042
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MARCIA DAVIS 625-6398
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-CSO 20 LOAN AGREEMENT

Agenda Wording

Loan Agreement between Washington Department of Ecology and the City of Spokane for construction of Combined Sewer Overflow (CSO) Basin 20 Control Facility.

Summary (Background)

The Loan for CSO Basin 20 Control Facility is for the design and construction of an underground storage tank, flow control features, cleaning system, and connection pipe. The tank will be located at 43rd Avenue and Garfield Street and the project will discontinue flow to Latah Creek.

Fiscal Impact	Budget Account
Revenue \$ 4,521,400.00	# 4370 43416 99999 38271 10020
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BROWN, ELDON	Study Session	
Division Director	QUINTRALL, JAN	Other	Public Works 3/25/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		mdavis@spokanecity.org	
		kemiller@spokanecity.org	
		kbrooks@spokanecity.org	
		htrautman@spokanecity.org	



DEPARTMENT OF
ECOLOGY
 State of Washington

**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
 LOAN AGREEMENT
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 THE CITY OF SPOKANE**

Table of Contents

	Page
PART I. GENERAL INFORMATION	3
PART II. PROJECT SUMMARY	6
PART III. PROJECT BUDGET	7
PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT.....	7
PART V. SCOPE OF WORK	8
PART VI. LOAN INTEREST RATE AND TERMS	11
PART VII. ALL AGREEMENTS CONTAINED HEREIN.....	11
ATTACHMENT 1: OPINION OF RECIPIENT’S LEGAL COUNSEL.....	1
ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION.....	1
ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS REQUESTING FEDERAL ASSISTANCE	1
ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND	1
ACCOUNTING STANDARDS	1
ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE	1
ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES	1
AUTHORITY	1
CERTIFICATIONS	1
CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:	2

CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET).....	2
COMMENCEMENT OF WORK.....	2
COVENANTS AND AGREEMENTS.....	3
CULTURAL AND HISTORIC RESOURCES PROTECTION.....	4
DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	5
EFFECTIVE DATE:.....	7
FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE).....	7
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:.....	9
FORCE ACCOUNT.....	9
FUNDING RECOGNITION.....	9
GROWTH MANAGEMENT PLANNING.....	9
INCREASED OVERSIGHT (IF APPLICABLE).....	10
INTERIM REFINANCE (IF APPLICABLE).....	10
LOAN REPAYMENT.....	10
LOCAL LOAN FUND PROJECTS (IF APPLICABLE).....	11
MODIFICATIONS TO AGREEMENT.....	12
PAYMENT REQUEST SUBMITTALS.....	12
POST PROJECT ASSESSMENT SURVEY.....	13
PREVAILING WAGE.....	13
PROCUREMENT.....	14
PROGRESS REPORTS.....	14
REPRESENTATIONS AND WARRANTIES.....	14
SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE).....	15
SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE) ...	15
TERMINATION AND DEFAULT; REMEDIES.....	16
WATER QUALITY MONITORING.....	18
ATTACHMENT 5: AGREEMENT DEFINITIONS.....	1
ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY.....	1
ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET).....	1
ATTACHMENT 8: ESTIMATED LOAN REPAYMENT SCHEDULE.....	1

**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF SPOKANE
FOR
SPOKANE CSO BASIN 20 CONTROL FACILITY PROJECT**

THIS is a binding loan [LOAN] agreement entered into by and between the state of Washington Department of Ecology [DEPARTMENT] and the City of Spokane [RECIPIENT]. The purpose of this LOAN agreement is to provide funds to the RECIPIENT to carry out the activities for the project [PROJECT] described in this LOAN agreement.

This LOAN agreement consists of 12 pages and 8 attachments.

Capitalized terms used, but not otherwise defined, in this LOAN agreement are defined in ATTACHMENT 5.

PART I. GENERAL INFORMATION

PROJECT Title:	CSO Basin 20 Control Facility
PROJECT Period: Effective Date: <i>(See Attachment 4)</i>	February 1, 2013
Completion Date:	December 31, 2015
LOAN Number(s):	L1300020
Standard Interest LOAN Amount:	\$4,521,400
Interest Rate:	2.7%
LOAN Term:	20 years
State Fiscal Year:	2013

RECIPIENT Information

RECIPIENT Name:	City of Spokane
Mailing Address:	808 W Spokane Falls Boulevard Spokane, WA 99201-3334
FEDERAL TAXPAYER ID NUMBER:	91-6001280
Data Universal Numbering System (DUNS) Number:	829976377

PROJECT Contact:
PROJECT Manager:

Marcia Davis
Marcia Davis

Mailing Address:

808 W Spokane Falls Boulevard
Spokane, WA 99201-3334

Email Address:
Phone Number:
Fax Number:

mdavis@spokanecity.org
(509) 625-6398
(509) 343-5760

DEPARTMENT Project Contact Information

PROJECT Manager:
Email Address:
Phone Number:
Fax Number:
Address

Cynthia Wall
cynthia.wall@ecy.wa.gov
(509) 329-3537
(509) 329-3570

Address

<input type="checkbox"/> Northwest WA State Department of Ecology Northwest Regional Office 3190 160 th Ave SE Bellevue, WA 98008-5452 Fax (425) 649-7098	<input type="checkbox"/> Central WA State Department of Ecology Central Regional Office 15 West Yakima Ave, Suite 200 Yakima, WA 98902-3452 Fax (509) 575-2809
<input type="checkbox"/> Southwest WA State Department of Ecology Southwest Regional Office P.O. Box 47775 Olympia, WA 98504-7775 Fax (360) 407-6305	<input checked="" type="checkbox"/> Eastern WA State Department of Ecology Eastern Regional Office N. 4601 Monroe Spokane, WA 99205-1295 Fax (509) 329-3570
<input type="checkbox"/> Bellingham WA State Department of Ecology Bellingham Field Office 1440 10th Street, Suite 102 Bellingham, WA 98225 Fax (360) 715-5225	

Financial Manager:
Email Address:
Phone Number:
Fax Number:
Address

Jeanna Ridner
Jeanna.ridner@ecy.wa.gov
(360) 407-6533
(360) 407-7151
WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

Funding Source(s) for This LOAN agreement:

This LOAN agreement may be funded in part or in full with federal funds (Catalog of Federal Domestic Assistance Number 66.458) passed through to the RECIPIENT by the DEPARTMENT. As a “sub-recipient” of federal funds, OMB Circular A-133 contains certain requirements which may apply. Specifically, if the RECIPIENT or sub-recipient has expended a cumulative total (direct or pass through) of \$500,000 or more in federal awards in a fiscal year, an audit may be required in accordance with OMB Circular A-133. If federal funds have been used to reimburse eligible costs incurred for this PROJECT as part of this LOAN agreement, the DEPARTMENT’s fiscal office will provide notification in January of each year that identifies the amount of federal funds that have been expended.

(Federal funding for this AGREEMENT is provided from Capitalization Grants and state match for Clean Water State Revolving Funds; Environmental Protection Agency, Office of Water)

Specific Funding Categories:

Loan for Green Project Reserves: Yes No

Green Infrastructure Amount: \$
Water Efficiency Amount: \$
Energy Efficiency Amount: \$
Innovative Amount: \$

TOTAL Amount: \$

Forgivable Principal Subsidy for Green Project Reserves: Yes No

Green Infrastructure Amount: \$
Water Efficiency Amount: \$
Energy Efficiency Amount: \$
Innovative Amount: \$

TOTAL Amount: \$

Loan: Yes No

Amount: \$4,521,400

Forgivable Principal Subsidy (Hardship): Yes No

Amount: \$

State Centennial Loan Funds: Yes No

Amount \$

GENERAL LOAN INFORMATION:

Increased Oversight: Yes No

Useful life of the PROJECT: 20 years

PROJECT TYPE: *Check all that apply*

Facilities Project: Yes No

Stormwater Project: Yes No

Green Project Reserves: Yes No

Activities Project: Yes No

LOAN SECURITY: *Check all that apply*

Does this LOAN agreement and the LOAN to be made constitute Revenue Secured Lien Obligation of the RECIPIENT? Yes No

Does this LOAN agreement and the LOAN to be made constitute a general obligation debt of the RECIPIENT or the state of Washington? Yes No

Does this LOAN agreement and the LOAN to be made constitute a valid general obligation of the RECIPIENT payable from special assessments? Yes No

Is this LOAN secured with dedicated revenue through a Tribal Governmental Enterprise?
 Yes No

IMPORTANT DATES:

Estimated Project Start Date: February 1, 2013

Estimated Initiation of Operation (I of O): Yes No If yes, Date: June 30, 2015

Estimated Project Completion Date: December 31, 2015

Other Milestone or Target Dates: Yes No

Interim Refinance: Yes No If yes, Effective Date:

Post Project Assessment Date (see Part IV and ATTACHMENT 4): December 31, 2018

LOAN Agreement Effective Date: February 1, 2013

PART II. PROJECT SUMMARY

It was mutually agreed upon by the RECIPIENT and the DEPARTMENT to shift the work from CSO Basin 33-2 for CSO Basin 20.

CSO Basin 20 will consist of an underground storage tank, installation of drywells and piping in conjunction with a street bond project. The PROJECT will result in a complete elimination of a CSO outfall that currently discharges directly to Hangman Creek, a tributary of the Spokane River. All CSO projects, including this PROJECT are being evaluated to ensure the most cost effective, efficient use of federal dollars are applied.

PART III. PROJECT BUDGET

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	Loan Amount
1.Project Administration/Budget	\$ 15,000	\$ 15,000	\$ 15,000
2.Design	\$ 398,600	\$ 398,000	\$
3.Construction	\$ 3,986,000	\$ 3,986,000	\$ 3,918,400
4.Construction Management	\$ 600,400	\$ 600,400	\$ 588,000
Total	\$ 5,000,000	\$ 5,000,000	\$ 4,521,400

*The DEPARTMENT’S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

Other Funding Sources: Yes (if Yes, list sources and amounts) No

Federal

State

Local Funds
\$478,600

PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

(See Important Dates in Part I and Post Project Assessment in Attachment 4)

A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:

- Severe Public Health Hazard or Public Health Emergency eliminated.
- Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.
- Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.

B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.

1. Reduction of untreated combined sewage to Hangman Creek, a tributary of the Spokane

River.

2. Total elimination of a combined sewer overflow and restoration of an eroded stream bank.

C. Does this PROJECT address a TMDL: Yes No

D. Environmental Mitigation: Yes No If Yes, list the environmental mitigation measures:

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the PROJECT. Responsibilities will include, but not be limited to: maintenance of PROJECT records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the PROJECT; and submittal of required performance items.
- B. The RECIPIENT will manage the PROJECT. Efforts will include: conducting, coordinating, and scheduling PROJECT activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this PROJECT in accordance with any completion dates outlined in this LOAN agreement.

Required Performance:

1. Effective administration and management of this PROJECT.
2. Timely submittal of all required performance items, progress reports, financial vouchers and the final PROJECT report.

Task 2 -. Design

- A. The RECIPIENT will design the combined sewer overflow for basin 20. The design must comply with the General Project Management Guidelines (Attachment 4). Elements of the design will include:
1. An underground storage tank.
 2. Installation of drywells and piping in conjunction with a street bond project.
- B. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.
- C. The RECIPIENT will comply with federal cross cutting requirements, and assist the DEPARTMENT with any consultation required by federal resource protection agencies. The RECIPIENT will submit a final Cross Cutter Report to the DEPARTMENT for review and final determination of impacts for each of the required federal cross cutters. Costs incurred for construction activities that occur before federal cross cutter approval will not be eligible for reimbursement.

Required Performance:

1. A copy of all executed contracts for engineering and design work to be performed under this task. The RECIPIENT must submit contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Documentation of the RECIPIENT's process for procuring engineering services.
3. Two copies of the draft and final design to the DEPARTMENT for review and approval.
4. Two copies of final Cross Cutter Report to DEPARTMENT's Project Manager for DEPARTMENT's review and concurrence.

Task 3 – Construction of CSO Control Facility

- A. The RECIPIENT will include the DEPARTMENT's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT.
- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
 1. Construct principal storage and combined trunk inlet (CTI) channel.
 2. Construct inlet vault and regulator.
 3. Connect the storage facility to existing combined sewer and proposed overflow pipe.
 4. Install pipe to connect storage facility to overflow pipe.
 5. Abandon existing regulator and the outfall.
 6. Install pipe from storage facility to interceptor inlet vault.
 7. Connect the storage facility to existing combined sewer within a pipe.
 8. Construct storage facilities at existing overflow pipes within High Drive.
- C. The RECIPIENT will conduct a pre-construction conference and invite DEPARTMENT staff.
- D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.
- E. The RECIPIENT will negotiate any change orders to the construction contract, and submit the change orders to the DEPARTMENT for approval as described in the General Project Management Guidelines (Attachment 4).

Required Performance:

1. Satisfactory completion of the PROJECT in conformance with the approved Plans and Specifications.
2. Investment Grade Efficiency Audit documentation.
3. The RECIPIENT will submit all required submittals as described in the General Project Management Guidelines (Attachment 4), including:
 - a. Bid Tabs, the Notice of Award, and a copy of the executed contract. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before the DEPARTMENT will provide reimbursement for

- work performed under this task.
- b. Copy of the advertisement for bids and the affidavit of publication.
- c. Copy of the notice to proceed.
- d. Minutes of the pre-construction meeting.

Task 4 – Construction Management

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the PROJECT. This may involve procuring the professional services.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to the DEPARTMENT for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to the DEPARTMENT. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to the DEPARTMENT in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT, and is accurately shown on the as-built plans.

Required Performance:

1. Submittal of a copy of all executed contracts for engineering services and construction performed under this task. The RECIPIENT must submit executed contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Documentation of the RECIPIENT's process for procuring engineering services.
3. Submittal of a Construction Quality Assurance Plan.
4. Submittal of "as-built" plans.
5. Maintain construction files.
6. Submittal of a Declaration of Construction completion.

PART VI. LOAN INTEREST RATE AND TERMS

Source and Availability; LOAN Amounts; LOAN Terms

This LOAN agreement will remain in effect until the date of final repayment of the LOAN, unless terminated earlier according to the provisions herein.

Subject to all of the terms, provisions, and conditions of this LOAN agreement, and subject to the availability of funds, the DEPARTMENT will loan to the RECIPIENT the sum of four million, five hundred twenty-one thousand, and four hundred dollars (\$4,521,400).

When the PROJECT Completion Date has occurred, the DEPARTMENT and the RECIPIENT will execute an amendment to this LOAN agreement which details the final LOAN amount (Final LOAN Amount), and the DEPARTMENT will prepare a final LOAN repayment schedule, in the form of ATTACHMENT 8. The Final LOAN Amount will be the combined total of actual disbursements made on the LOAN and all accrued interest to the computation date.

The Estimated LOAN amount and the Final LOAN amount (in either case, as applicable, a "LOAN Amount") will bear interest at the rate of 2.7 percent per annum, calculated on the basis of a 365 day year. Interest on the Estimated LOAN Amount will accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final LOAN Amount will be repaid in equal installments semiannually over a term of 20 years, as provided in ATTACHMENT 8.

PART VII. ALL AGREEMENTS CONTAINED HEREIN

The RECIPIENT will ensure this PROJECT is completed according to the details of this LOAN agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work, if approved by the DEPARTMENT.

Webpage addresses may be provided throughout this LOAN agreement for your convenience, however, if any of these addresses do not work, it is the responsibility of the RECIPIENT to contact the DEPARTMENT for the updated webpage address or the necessary information.

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This LOAN agreement
- ATTACHMENT 1: Opinion of RECIPIENT's Legal Counsel
- ATTACHMENT 2: Authorizing Ordinance or Resolution
- ATTACHMENT 3: Preaward Compliance Review Report for All Applicants Requesting Federal Assistance
- ATTACHMENT 4: General Project Management Requirements
- ATTACHMENT 5: Agreement Definitions
- ATTACHMENT 6: LOAN General Terms and Conditions (Pertaining to Grant and Loan Agreements) of the Department of Ecology
- ATTACHMENT 7: The Federal Funding Accountability and Transparency Act (FFATA) & The Clean Water State Revolving Fund Initial Data Reporting Sheet
- ATTACHMENT 8: Estimated LOAN Repayment Schedule

- The effective edition, at the signing of this LOAN agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- As a subrecipient of federal funds (Catalogue of Federal Domestic Assistance Number 66.458) , the RECIPIENT must comply with the following federal regulations:
 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
 OMB Circular A-133, Compliance Supplement
 OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
 OMB Circular A-102, Uniform Administrative Requirements

No changes, additions, or deletions to this LOAN agreement will be authorized without a formal written amendment, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the loan budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

By signing this LOAN agreement, the RECIPIENT acknowledges that opportunity to thoroughly review the terms of this LOAN agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, or guidelines mentioned in this LOAN agreement was given.

IN WITNESS WHEREOF, the DEPARTMENT and the RECIPIENT have signed this LOAN agreement as of the dates set forth below, to be effective as provided above.

STATE OF WASHINGTON
 DEPARTMENT OF ECOLOGY

THE CITY OF SPOKANE

 KELLY SUSEWIND, P.E., P.G. DATE
 WATER QUALITY PROGRAM MANAGER

 DAVID A. CONDON DATE
 MAYOR

APPROVED AS TO FORM ONLY
 ASSISTANT ATTORNEY GENERAL
 (October 29, 2009)

Approved as to form:



 Assistant City Attorney

Boilerplate Update July 2, 2012

Attest:

 Spokane City Clerk

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of the City of Spokane [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

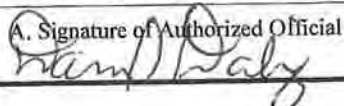
- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

 3-12-13
RECIPIENT's Legal Counsel Date

ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION

**Preward Compliance Review Report for
All Applicants and Recipients Requesting EPA Financial Assistance**
Note: Read instructions on other side before completing form.

I. Applicant/Recipient (Name, Address, State, Zip Code). City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99201-3334	DUNS No. 829976377	
II. Is the applicant currently receiving EPA assistance? YES		
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <p align="center">Liane Carlson - disability; Brad Thoma - disability</p>		
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <p align="center">N/A</p>		
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) <p align="center">N/A</p>		
VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). Yes No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes No		
VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) Yes No a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No c. Does the notice identify a designated civil rights coordinator? Yes No		
VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) <p align="center">No-Data is readily available from State and federal government websites. +</p>		
IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) <p align="center">Yes Human resources is notified and works with the affected department +</p>		
X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. <p align="center">Yes-Daniel Daling; Human Resources Analyst; 808 W Spokane Falls +</p>		
XI.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. <p align="center">Yes-Copy attached +</p>		
For the Applicant/Recipient		
I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized Official 	B. Title of Authorized Official Human Resources Analyst	C. Date 01/23/2013
For the U.S. Environmental Protection Agency		
I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized EPA Official See ** note on reverse side	B. Title of Authorized EPA Official	C. Date

Instructions for EPA FORM 4700-4 (Rev. 04/2009)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

City of Spokane



HUMAN RESOURCES
808 W. Spokane Falls Blvd.
Spokane, WA. 99201-3327
(509) 625-6363
Fax (509) 625-6379

Section 504/ADA Complaint Procedure

The purpose of the complaint procedure is to provide citizens a means to file complaints regarding:

- City of Spokane policies or the provision of services, activities and programs to persons with disabilities.
- Alleged discrimination in the provision of services, activities and programs under Section 504 of the Rehabilitation Act of 1973.
- Structural and parking accessibility issues on city owned or controlled property.

Employees of the City of Spokane may file complaints involving alleged discrimination in employment practices to the City of Spokane Human Resources Department where City policy, collective bargaining agreements and applicable laws will guide the investigative procedure and resolution process.

Complaint Procedure and Format

The complaint should be in writing and needs to include the name, address, and phone number of the complainant and the location, date, and description of the alleged problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

When possible, the complaint form should be used.

Complaint Filing

The complainant and/or their designee should submit the complaint as soon as

possible but no later than 60 calendar days after the alleged violation to:

City of Spokane
Human Resources Department
Attn: Gita George-Hatcher,
Section 504/ADA Coordinator

W. 808 Spokane Falls Blvd
Spokane, WA 99201
TEL: (509) 625-7083
FAX: (509) 625-6379
TDD/TTY: (509) 625-6689

Voluntary Resolution of the Issues

During investigation of the complaint, the Section 504 or ADA Coordinator will make every effort to define all of the issues contained in the complaint. Throughout the complaint process, the Coordinator will encourage a voluntary resolution of the matter, and will assist the parties in resolving the complaint through informal resolution. A matter may be resolved by informal means or through mediation at any time.

Complaint Review

Within 15 calendar days after receipt of the complaint, the ADA or Section 504 Coordinator or the Human Resource Department representative will meet with or contact the complainant to review and clarify the issues of the complaint.

Within 30 calendar days of the initial meeting, a response will be provided to the complainant in writing or in a format to accommodate the complainant. The response will explain the position of the City of Spokane and/or offer options for resolution or mediation.

Complaint Appeal Process

If the initial response to the complaint does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision within 15 calendar days after receipt of the city's response to the Spokane Mayor or designee at:

City of Spokane
Mayor's Office
W. 808 Spokane Falls Blvd, 7th Floor
Spokane, WA 99201

Within 15 calendar days after receipt of the appeal, the Mayor or the Mayor's designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the initial meeting the Mayor or the Mayor's designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

State/Federal Complaint

The complainant is not precluded from filing formal complaints at any time during or after the complaint process with the following state or federal agencies:

Washington Human Rights Commission
Spokane District Office
1300 W Washington St, Ste 2460
Spokane, WA 99201-1099
TEL/TTY: (509) 568-3196
FAX: (509) 568-3197
www.hum.wa.gov

Department of Justice
Office of Justice Programs
Office for Civil Rights
810 7th Street, N.W.
Washington, DC 20531
TEL: (202) 307-0690
FAX: (202) 616-9865
TDD/TTY: (202) 307-2027
askOCR@ojp.usdoj.gov
www.justice.gov

Housing complaints may be filed with:

U.S. Department of Housing and Urban Development
Spokane Field Office
920 W Riverside, Ste 588
Spokane, Washington 99201-1010
TEL: (509) 368-3200
Fax: (509) 368-3209
www.hud.gov

Employment complaints may be filed with:

Equal Employment Opportunity Commission,
Seattle Field Office
909 First Avenue, Suite 400
Seattle, WA 98104
TEL: 206-220-6883
TTY: 206-220-6882
www.eeoc.gov

Complaint Retention

All written complaints received by the ADA or Section 504 Coordinator, appeals to the Mayor's Office, and responses from these two offices will be retained by the City of Spokane for at least three years.



HUMAN RESOURCES DEPARTMENT
808 W. SPOKANE FALLS BLVD
SPOKANE, WA 99201-3327
(509) 625-6363
FAX (509) 625-6379

City of Spokane Section 504/ADA Complaint Form

Complainant Information

Name of Person Filing Complaint

Name of Person on Whose Behalf the Complaint is Being Filed (Leave Blank if Not Applicable)

Street Address

City, State, ZIP Code

Daytime Phone

Alternate Phone (Evening, Business, Message, etc.)

email address

Other Contact Information

Who else can we call if we cannot reach you?

Alternate Contact's Name

Daytime Phone Alternate

Phone (Evening, Business, Message, etc.)

Complaint

1. **What** happened to you? How were you discriminated against? State briefly what happened.

2. **Why** do you believe you are being discriminated against?

3. **Who** do you believe discriminated against you?

Name or Person or Department

Address

City, State, Zip

Phone

Please note: If this is an employment or housing-related complaint, it is a violation of the law to deny your rights for any of the following factors: race, color, religion, age, sex, sexual orientation, national origin, familial status or disability. Attach sufficient data and documents to support any claims or charges.

4. **Where** did the alleged act of discrimination occur?

Address *City, State, Zip*

5. **When** did the last act of discrimination occur?

Date of Most Recent Occurrence (mm/dd/yyyy)

Is the alleged discrimination continuous or ongoing? **Yes** **No**

6. Is there a fair and equitable solution that you believe may remedy the problem?

Signature

Date



Send this form to:
City of Spokane
Human Resources Department
Attn: ADA or Section 504 Coordinator
808 W. Spokane Falls Blvd
Spokane, WA 99201
TEL: (509) 625-6363
FAX: (509) 625-6379
TDD/TTY: (509) 625-6689

RECEIVED
06-13-06
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0620-06-16 LGL 2006-26
TITLE: DISCRIMINATION IN THE WORKPLACE EFFECTIVE DATE: March 3, 1986 REVISION EFFECTIVE DATE: June 28, 2006	

1.0 GENERAL

1.1 The City of Spokane is legally required to adhere to personnel policies that are in accord with federal equal employment opportunity laws, executive orders, state laws and local ordinances forbidding illegal discrimination against employees. Employees have the right to work in an environment free from discrimination.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City divisions and departments.

3.0 REFERENCES

- 42 USC 2000e et. seq.
- RCW chapter 49.60
- SMC chapter 1.06

4.0 DEFINITIONS

4.1 "Discrimination" means different or unequal treatment on the basis of race, religion, color, national origin, gender, sexual orientation, marital status, age, familial status or disability.

5.0 POLICY

5.1 It is the policy of the City of Spokane to maintain a work environment free of discrimination in any form, whether it is blatant or subtle. It is the responsibility of all employees of the City to help provide a work environment free of illegal discriminatory practices, intimidation or coercion.

5.2 Examples of Discrimination

5.2.1 Discrimination in employment occurs when an employer hires, promotes, disciplines, demotes or terminates an employee or makes any employment related decision solely or in part on the basis of that person's race, religion, color, national origin, gender, marital status, sexual orientation, age, familial status or disability.

5.2.2 Examples of discriminatory behavior include but are not limited to racial and ethnic jokes, slurs, cartoons, gestures and other disrespectful comments directed at or about persons because of their race, religion, color, national origin, gender, sexual orientation, marital status, age, familial status or disability.

5.3 Potential Liability of Employer

5.3.1 The City and individual employees can be held liable for discrimination.

5.3.2 The City may be liable for discrimination by supervisors regardless of whether or not the City is aware of the discrimination.

5.3.3 The City may also be liable for discrimination by employees against non-employees in the workplace if the City is or should be aware of the conduct and does not take corrective measures.

5.3.4 Supervisors may be personally liable for failure to take corrective action.

6.0 PROCEDURE

6.1 Responsibilities

6.1.1 Each employee is responsible for maintaining a work environment free of discrimination, including discrimination against a co-worker.

6.1.2 Managers and supervisors are responsible for taking prompt, appropriate corrective action whenever they know of or should know of conduct that could be considered discriminatory.

- 6.1.3 When the Human Resources Director is notified of discrimination, he or she is responsible for taking the action necessary to ensure that the discrimination stops and that appropriate disciplinary action is taken.

6.2 Complaint Procedure

- 6.2.1 A complainant is encouraged to use the City's complaint procedure to resolve discrimination complaints. Complaints may be made in writing or by any means accessible to the complainant. Complaint forms are available in the Human Resources Department. Complainants may also file with appropriate state and federal agencies such as:

State of Washington

Washington State Human Rights Commission; Rockpointe Plaza 3, 1330 North Washington Street, Suite 2460, Spokane, WA 99201, (509) 568-3196, TDD (800) 300-7575, Voice (800) 233-3247.

Federal Government

U.S. Equal Employment Opportunity Commission, 909 First Avenue, Suite 400, Seattle, WA 98104-1061, (206) 220-6883, TDD (206) 220-6882, FAX (206) 220-6911, Voice (800) 669-4000

Office of Federal Contract Compliance Programs, Districts IX & X, 71 Stevenson Street, Suite 1700, San Francisco, CA 94105, (415) 848-6969

- 6.2.2 Violations of this policy against discrimination will ideally be resolved at the lowest level, informally and effectively. All employees of the City of Spokane are encouraged to use the internal complaint procedure whenever it is believed that discrimination has occurred.
- 6.2.3 An employee exposed to discrimination may assertively tell the offending person that the conduct is unwelcome and must cease immediately.
- 6.2.4 If the above step 6.2.3 is not effective or feasible and the employee desires an internal resolution of the complaint, the process outlined below shall be followed:
- a. The complainant should bring the issue to the supervisor's attention in a timely manner. If the supervisor is the one engaging in the discriminatory conduct, or the individual does not wish to tell the supervisor, the situation should be brought to the attention of that person's supervisor.

- b. When supervisors are notified of alleged discrimination, they shall immediately:
 - 1. Document and report the incident to the department head.
 - 2. Investigate the complaint.
 - 3. Take appropriate corrective action.
 - 4. Forward the results of the investigation to the Human Resources Department.
 - 5. Provide official findings and comments to the complainant, in writing, within ten (10) working days of receipt of complaint.

6.2.5 If the above step 6.2.4 is not effective, or if the complainant is not satisfied with the action taken, the issue must be brought to the attention of the Department Head within five (5) working days of receipt of the supervisor's response. The Department Head is responsible for further investigation and must respond in writing to the complainant within ten (10) working days of receiving the complaint. A copy of all correspondence shall be sent confidentially to the Human Resources Director.

6.2.6 Complaints may also be made directly to the Human Resources Director.

6.2.7 No individual will be retaliated against or otherwise adversely affected in employment as a result of making a discrimination complaint or for participating in a complaint investigation or as a result of being erroneously accused of discrimination.

6.3 Employee Rights

6.3.1 Employee rights are also protected through the remedies available under the Washington State Laws Against Discrimination, RCW 49.60, the U.S. Civil Rights Act of 1964, the Civil Rights Act of 1991, the Spokane Municipal Code Chapter 1.06, and other laws such as the Age Discrimination in Employment Act of 1967, the Pregnancy Discrimination Act of 1974 and the American with Disabilities Act of 1990, and other laws.

6.4 Employee Responsibilities

6.4.1 Employees are required to cooperate fully in the processing of the complaint. Employees may be allowed to be accompanied by a union representative or a person of comfort. If the employee chooses to have an attorney present, the cost of the attorney will be the sole responsibility of the employee.

6.5 Administration

6.5.1 When a violation continues, the Human Resources Department shall be consulted immediately. The Human Resources Department is to be notified of all discrimination complaints so that a record may be maintained as required by the Equal Employment Opportunity Commission.

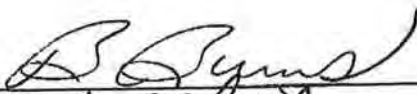
7.0 RESPONSIBILITIES

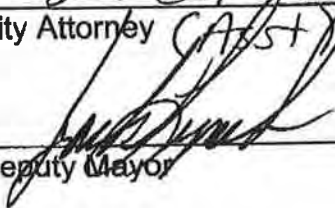
The Human Resources Department shall administer this policy.

8.0 APPENDICES


Discrimination / Harassment Complaint Form

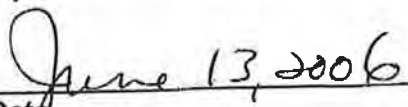
APPROVED BY:



City Attorney (AEST)


Deputy Mayor



Director


Date

DISCRIMINATION/HARASSMENT COMPLAINT FORM

Name: _____ Date: _____

Phone: _____ Email: _____ Department: _____

Address: _____ City: _____ State: _____ Zip: _____

Is this a discrimination/harassment complaint? Yes No Are you a City employee? Yes No

If yes, have you notified your supervisor? Yes No If yes, what was the outcome? _____

This complaint is based on: (Check all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Age | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Disability | <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex/Gender |
| <input type="checkbox"/> Familial Status | <input type="checkbox"/> Race/Color | <input type="checkbox"/> Sexual Harassment |
| <input type="checkbox"/> Workplace Harassment | <input type="checkbox"/> Other Please Note: _____ | <input type="checkbox"/> Sexual Orientation |

Who allegedly discriminated against/harassed you: _____

Is the alleged offender a City employee? Yes No Department: _____

Where did it take place? _____

When did it take place? _____

Was this a single incident? Yes No If more than once, how many times? _____

How did the discrimination/harassment take place? _____

Please explain additional details of complaint including why you feel you were discriminated against and or harassed. List any witnesses:

In filing this complaint please explain the resolution you would like: _____

The following information is VOLUNTARY and is requested for statistical purposes

Age: _____ Gender: M F Race/Ethnicity _____ Disability _____

Signature: _____ Date: _____

*****FOR OFFICE USE*****

Complaint received by: Email Mail Phone Walk-In Prior Appointment

Date complaint received: STAMP HERE

Detail of action taken: _____

Referral(s):

Date: _____ To: _____

Date: _____ To: _____

Complaint Closed: _____

Is complainant satisfied with outcome? Yes No

Complainant Remarks (if any): _____

If you need assistance in filing your complaint please contact the Human Resources Department at the address below or call (509) 625-6703
PLEASE MAIL THIS FORM TO:
CITY OF SPOKANE HUMAN RESOURCES DEPARTMENT, 4TH FLOOR
808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201-3327
OR FAX TO: (509) 625-6379

ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS
FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
AND CENTENNIAL CLEAN WATER PROGRAM PROJECTS
(UNLESS MODIFIED BY A SPECIAL TERM AND CONDITION IN PART V.)

ACCOUNTING STANDARDS

The RECIPIENT will maintain accurate records and accounts for the PROJECT ("PROJECT Records") in accordance with Chapter 43.09.200 RCW "Local Government Accounting - Uniform System of Accounting."

These PROJECT Records will be separate and distinct from the RECIPIENT's other records and accounts (General Accounts). Eligible costs will be audited every other year or annually if more than \$500,000 of federal funds are received in any given year. Audits will be performed by an independent, certified accountant or state auditor, which may be part of the annual audit of the General Accounts of the RECIPIENT. If the annual audit includes an auditing of this PROJECT, a copy of such audit, including all written comments, recommendations, and findings, will be furnished to the DEPARTMENT within 30 days after receipt of the final audit report.

ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE

Technical assistance for agriculture activities provided under the terms of this LOAN will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, technical assistance, proposed practices, or PROJECT designs that do not meet these standards may be accepted if approved in writing by the NRCS and the DEPARTMENT.

ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) intended primarily for production, operation, or maintenance are not eligible. BMPs must be pre approved by the DEPARTMENT.

AUTHORITY

Authority of RECIPIENT

This LOAN agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the ordinance or resolution attached as ATTACHMENT 2.

Opinion of RECIPIENT's Legal Counsel

The DEPARTMENT has received an opinion of legal counsel to the RECIPIENT in the form and substance of Attachment 1.

CERTIFICATIONS

The RECIPIENT certifies by signing this LOAN agreement that all negotiated interlocal agreements necessary for the PROJECT are, or will be, consistent with the terms of this LOAN agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT will submit a copy of each interlocal agreement necessary for the PROJECT to the DEPARTMENT.

The RECIPIENT certifies by signing this LOAN agreement that all applicable requirements have been satisfied in the procurement of professional services and that eligible and ineligible costs are separated and identifiable. The RECIPIENT will submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.

The RECIPIENT certifies by signing this LOAN agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or will be, met in procuring

qualified architectural/engineering services. The RECIPIENT will identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to the DEPARTMENT.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT will provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The RECIPIENT may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET)

The RECIPIENT will submit the completed Data Reporting Sheet to the DEPARTMENT. The completed and signed Data Reporting Sheet will be included in this LOAN agreement as ATTACHMENT 7 (see ATTACHMENT 7 for further instructions).

COMMENCEMENT OF WORK

The DEPARTMENT reserves the right to terminate this LOAN agreement if work does not commence on the project within 4 months after the DEPARTMENT's deadline for signing this LOAN agreement.

COVENANTS AND AGREEMENTS

Acceptance

The RECIPIENT accepts and agrees to comply with all terms, provisions, conditions, and commitments of this LOAN agreement, including all incorporated and referenced documents, and to fulfill all assurances, declarations, representations, and commitments made by the RECIPIENT in its application, accompanying documents, and communications filed in support of its request for a LOAN.

Accounts and Records

The RECIPIENT will keep proper and separate accounts and records in which complete and separate entries will be made of all transactions relating to this LOAN agreement. The RECIPIENT will keep such records for six years after receipt of final LOAN disbursement.

Alteration and Eligibility of PROJECT

During the term of this LOAN agreement, the RECIPIENT (i) will not materially alter the design or structural character of the PROJECT without the prior written approval of the DEPARTMENT and (ii) will take no action which would adversely affect the eligibility of the PROJECT as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Collection of ULID Assessments (if used to secure the repayment of this LOAN)

All ULID Assessments in the ULID will be paid into the LOAN Fund and used to pay the principal of and interest on the LOAN. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

Free Service

The RECIPIENT will not furnish Utility service to any customer free of charge if providing that free service will affect the RECIPIENT's ability to meet the obligations of this LOAN agreement.

Insurance

The RECIPIENT will at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

Levy and Collection of Taxes (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the LOAN, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Maintenance and Operation of a Funded Utility

The RECIPIENT will at all times maintain and keep a funded Utility in good repair, working order and condition and also will at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the

Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the LOAN.

Reserve Requirement

For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the LOAN equivalent to at least the Average Annual Debt Service on the LOAN during the first five years of the repayment period of the LOAN. This amount will be deposited in a Reserve Account in the LOAN Fund in approximately equal annual payments commencing within one year after the Initiation of Operation or the PROJECT Completion Date, whichever comes first.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, an account of that name created in the LOAN Fund to secure the payment of the principal and interest on the LOAN. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (i) to make, in part or in full, the final repayment to the DEPARTMENT of the LOAN Amount or, (ii) if not so applied, for any other lawful purpose of the RECIPIENT once the LOAN Amount, plus interest and any other amounts owing to the DEPARTMENT, have been paid in full.

Sale or Disposition of Utility

The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.
3. The RECIPIENT receives from the transferee an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and LOAN Funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph will be used (i) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the LOAN, or (ii) to provide for part of the cost of additions to and betterments and extensions of the Utility.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Executive Order 05-05 and, if federally funded, Section 106 of the National Historic Preservation Act prior to implementing any project that involves ground disturbing activities.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT’s project manager prior to any ground disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Executive Order 05-05/Section 106 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this LOAN agreement.

Another agency’s cultural resources review must have prior approval from the DEPARTMENT in order to meet Executive Order 05-05/Section 106 requirements for the project.

Any ground disturbing activities that occur prior to the completion of the Executive Order 05-

05/Section 106 processes will not be eligible for reimbursement. Activities associated with cultural resources review are loan and grant eligible and reimbursable.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this LOAN agreement.

Non-discrimination Provision. The RECIPIENT will not discriminate on the basis of race, color, national origin or sex in the performance of this LOAN agreement. The RECIPIENT will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this LOAN agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT will comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this LOAN agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from the DEPARTMENT. The RECIPIENT will, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this LOAN agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Office of Minority Women Business Enterprises** as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this LOAN agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Office of Minority Women Business Enterprises**.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this LOAN agreement. Records documenting compliance with the following six good faith efforts will be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. *Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.*

- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms may be obtained from the DEPARTMENT's Water Quality Program financial assistance website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit the DEPARTMENT's MBE/WBE participation report - Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that recipients of identified loans also comply with provisions of 40CFR, Section 33.302. The RECIPIENT will include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this LOAN agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list will include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact;

2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

EFFECTIVE DATE:

The Effective Date of this LOAN agreement is the date agreed to by the DEPARTMENT and the RECIPIENT during the development of this LOAN agreement and should be no earlier than the date the RECIPIENT began incurring eligible PROJECT costs. Any work performed prior to the Effective Date of this LOAN agreement will be at the sole expense and risk of the RECIPIENT. Reimbursement for eligible costs incurred will not be released by the DEPARTMENT until the LOAN agreement is signed.

FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)

Planning documents developed by the RECIPIENT must meet the requirements of Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities" and incorporate the State Environmental Review Process (SERP) review.

State Environmental Review Process (SERP) and Federal Cross-Cutters.

The RECIPIENT must comply with applicable SERP and federal cross cutting requirements. Costs incurred for construction activities prior to DEPARTMENT concurrence are not eligible for reimbursement.

Investment Grade Efficiency Audit (IGEA). The RECIPIENT is required to obtain an IGEA for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.

Plans and Specifications. Plans and specifications developed by the RECIPIENT must be reviewed and approved by Water Quality Program staff of the DEPARTMENT and be consistent with:

1. Requirements stated in Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities," as related to plans and specifications.
2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the *State of Washington's Criteria for Sewage Works Design* (2008 or more recent edition), the *Stormwater Management Manual for Western Washington* (2005), the *Stormwater Management Manual for Eastern Washington* (2001), and the Washington State Department of Transportation *Hydraulics Manual* (2010).
3. The approved facilities plan.
4. Other reports approved by the DEPARTMENT which pertain to the facilities design.

Specification Insert. The RECIPIENT will include the *Washington State Department of Ecology Water Pollution Control Revolving Fund Specifications Insert* as a special condition in the construction contract specifications. Contact the DEPARTMENT for the required specification inserts.

RECIPIENT Approval. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

Bid and Award Submittals (as applicable). The RECIPIENT will submit to the DEPARTMENT the following documents relating to bidding and award of any contract funded by this agreement:

1. A copy of the advertisement for bids.
2. A tabulation of all bids received, and a copy of the bid proposal from the successful bidder,
3. A copy of the Notice of Award, a copy of the executed contract, and a copy of the Notice to Proceed.

Construction Cost Estimate. A current, updated, detailed construction cost estimate will be submitted

along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

Form of Plans. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. All PDF documents submitted will be at a resolution of 300 dpi or better.

DEPARTMENT Approval. The RECIPIENT will not proceed with any construction-related activities until all necessary plans and specifications are approved in writing by the DEPARTMENT.

Bids and Awards. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for LOAN participation.

Plan of Interim Operation. The plan of interim operation must be updated, as appropriate, throughout the PROJECT.

Construction Quality Assurance Plan. A detailed construction quality assurance plan will be submitted at least 30 days prior to the commencement of construction in compliance with WAC 173-240-075. This plan must describe how adequate and competent construction inspection will be provided for the PROJECT.

Construction Schedule. A construction schedule will be submitted to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and updated whenever major changes occur and resubmitted to the DEPARTMENT. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT. The project manager may request this schedule in an electronic file format.

Change Orders. Change orders that are a significant deviation from the approved plans/specifications must be submitted in writing for DEPARTMENT review and approval, prior to execution. All other change orders must be submitted within 30 days after execution.

The DEPARTMENT may approve, through formal amendment to this LOAN agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

Adjusted Construction Budget. The construction budget, as reflected in the LOAN, will be adjusted once actual construction bids are received. If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve funding increases for up to ten percent of the engineer's original estimate. If the low responsive responsible construction bid(s) are lower than estimated the DEPARTMENT may reduce funding to reflect the low bid amount. The DEPARTMENT may also reassess the LOAN amount based on additional funding from other sources received by the RECIPIENT after negotiation of this LOAN agreement. All changes to the LOAN amount will be done by formal amendment to this LOAN agreement.

Record Drawings. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of record drawings (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction) in AutoCAD electronic format, and in reduced (11"x17") paper copy format.

Declaration of Construction Completion. Along with the set of record drawings, the RECIPIENT will provide certification in the form contained in WAC 173-240-095, signed by a professional engineer, indicating that the PROJECT was completed in accordance with the plans and specifications and major

change orders approved by the DEPARTMENT.

Final Project Report. The RECIPIENT will complete and submit a Final Project Report upon completion of the PROJECT. A template is available on the DEPARTMENT's website at: <http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GrantLoanMgmtTools.html>.

Operations and Maintenance Manual. An Operations and Maintenance Manual ("O&M Manual") will be prepared in conformance with WAC 173-240-080, "Operation and Maintenance Manual" or other applicable guidance and submitted to the DEPARTMENT for approval. The O&M Manual will be updated as necessary following start-up to reflect actual operating experience. The DEPARTMENT's project manager may request the O&M Manual be submitted in either paper format, PDF format, Microsoft Word, or other electronic file format acceptable to the DEPARTMENT's project manager. All PDF documents submitted will be at a resolution of 300 dpi or better.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

In order to comply with the FFATA, the RECIPIENT must complete the Data Reporting Form (see Attachment 7 for further instructions) and return it to the DEPARTMENT. The DEPARTMENT will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. RECIPIENTS who do not have a DUNS number can find guidance at www.grants.gov. Please note that the DEPARTMENT will not sign this LOAN agreement until it has received the completed FFATA Data Collection Form. The RECIPIENT will submit this form electronically as well as provide a hard copy to the DEPARTMENT (see ATTACHMENT 7 for detailed instructions).

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using the DEPARTMENT's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FORCE ACCOUNT

Prior to using its own forces to accomplish eligible PROJECT work, the RECIPIENT must request DEPARTMENT approval. The request must include a dollar amount and general description of the force account work. The request must also include a certification that the RECIPIENT has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT agrees to track and report the force account work submitted to the DEPARTMENT for reimbursement.

FUNDING RECOGNITION

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project or facility. Department logos must be on all signs and documents. Logos will be provided as needed.

GROWTH MANAGEMENT PLANNING

The RECIPIENT certifies by signing this LOAN agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management—Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the

RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.

INCREASED OVERSIGHT (IF APPLICABLE)

The RECIPIENT will submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INTERIM REFINANCE (IF APPLICABLE)

The RECIPIENT agrees to use the funding from this LOAN agreement to pay-off existing debt for eligible costs incurred to complete this PROJECT, and to fund all or part of the remaining tasks outlined for this PROJECT. The RECIPIENT will maintain clear documentation of the debt pay-off and make such documentation available to the DEPARTMENT upon request.

LOAN REPAYMENT

Sources of LOAN Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the LOAN from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein will be absolute and unconditional, and will not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the LOAN from the DEPARTMENT, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This LOAN is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This LOAN is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured; Lien Position. This LOAN is a Revenue-Secured Debt of the RECIPIENT's Utility. This LOAN will constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this LOAN is also secured by Utility Local Improvement Districts (ULID) Assessments, this LOAN will constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the LOAN from any funds legally available to it.
6. Defeasance of the LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will not be entitled to, and will not affect, an economic Defeasance of the LOAN. The RECIPIENT will not advance refund the LOAN.

If the RECIPIENT defeases or advance refunds the LOAN, it will be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) the LOAN Amount with interest
- (ii) any other obligations of the RECIPIENT to the DEPARTMENT under this LOAN agreement, unless in its sole discretion the DEPARTMENT finds that repayment from those additional sources would not be in the public interest.

Failure to repay the LOAN Amount plus interest within the time specified in the DEPARTMENT's notice to make such repayment will incur Late Charges and will be treated as a LOAN Default.

7. Refinancing or Early Repayment of the PROJECT. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will give the DEPARTMENT thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the LOAN.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this LOAN agreement, the first semiannual payment of principal and interest on this LOAN will be paid no later than one year after the PROJECT Completion Date or Initiation of Operation Date.

Equal payments will be due every six months thereafter.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment will be due on the next business day for Washington State agencies.

Payments will be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with the DEPARTMENT's Financial Manager.

No change to the amount of the semiannual principal and interest payments will be made without a formal amendment to this LOAN agreement. The RECIPIENT will continue to make semiannual payments based on this LOAN agreement until the amendment is effective, at which time the RECIPIENT's payments will be made pursuant to the amended LOAN agreement.

2. Late Charges. If any amount of the Final LOAN Amount or any other amount owed to the DEPARTMENT pursuant to this LOAN agreement remains unpaid after it becomes due and payable, the DEPARTMENT may assess a Late Charge. The Late Charge will be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the LOAN is subject to the following additional limitations, among others: those on Defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the LOAN or any portion of the remaining unpaid principal balance of the LOAN Amount. Any prepayments on the LOAN will be applied first to any accrued interest due and then to the outstanding principal balance of the LOAN Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT will first contact the DEPARTMENT's Revenue/Receivable Manager of the Fiscal Office.

LOCAL LOAN FUND PROJECTS (IF APPLICABLE)

Local Loan Fund. The RECIPIENT will use the funds received from the DEPARTMENT under this LOAN agreement to establish and administer a local loan fund.

Local Loan Fund Servicing. The RECIPIENT will be responsible for local loan servicing and collecting and tracking local loan payments, but may contract for such services through a lending institution. The RECIPIENT will officially approve or deny the local loan request and will establish the local loan interest rate and the repayment period.

Schedule. A schedule for PROJECT completion, including milestone dates for loan marketing activities, numbers of loan applications and closures, disbursements, application deadlines, etc., will be submitted by the RECIPIENT with each quarterly progress report.

MODIFICATIONS TO AGREEMENT

No subsequent amendments to this LOAN agreement will be of any force or effect unless reduced to a writing and signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made part hereof, except:

Insubstantial modifications may be approved in writing by the Department's Project Manager without a formal amendment. Insubstantial changes include:

- LOAN agreement contact
- Contact for billing/invoice questions
- The DEPARTMENT'S Project Manager or Financial Manager
- Frequency and number of required submittals
- Budget allocations not affecting the total LOAN Amount
- Similar changes requested by the RECIPIENT

No amendment to this LOAN agreement will be effective until accepted or affirmed in writing by the DEPARTMENT. In no event will any oral agreement or oral commitment be effective to amend this LOAN agreement.

PAYMENT REQUEST SUBMITTALS

Equipment Purchase

Equipment not included in a construction plans and specification approval must be pre-approved by the DEPARTMENT's project manager.

Requests for Reimbursement

Instructions for submitting payment requests are found in ADMINISTRATIVE REQUIREMENTS, PART IV. A copy of this document will be furnished to the RECIPIENT.

1. **Procedure.** Payment requests will be submitted by the RECIPIENT to the Financial Manager of the DEPARTMENT.
2. **Cost Reimbursable Basis:** Payments to the RECIPIENT will be made on a "reimbursable basis" no more often than once per month unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.
3. **Documentation:** Each request for payment will be submitted by the RECIPIENT, along with documentation of the expenses per the DEPARTMENT's ADMINISTRATIVE REQUIREMENTS.
4. **Required Forms:** The RECIPIENT will submit all forms and supportive documentation to the DEPARTMENT's Financial Manager. Invoice voucher submittals will include:
 - State of Washington Invoice Voucher Form A19-1A
 - Form B2 (ECY 060-7)
 - Form C2 (ECY 060-9)
 - Form D (ECY 060-11)

5. Period of Payment. Payments will only be made for eligible costs of the PROJECT pursuant to the LOAN agreement and performed after the effective date and prior to the expiration date of the LOAN agreement, unless those dates are specifically modified in this LOAN agreement.
6. Ineligible Costs. Payments will be made only for eligible PROJECT costs incurred and will not exceed the Estimated LOAN Amount. If any audit identifies LOAN funds which were used to support ineligible costs, such funds may be immediately due and payable to the DEPARTMENT notwithstanding any provision to the contrary herein.
7. Overhead Costs. No payment for overhead costs in excess of 25 percent of salaries and benefits of the RECIPIENT will be allowed.
8. Certification. Each payment request will constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this LOAN agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the PROJECT or to repay the principal of or interest on the LOAN, have occurred since the date of this LOAN agreement. Any changes in the RECIPIENT's financial condition will be disclosed in writing to the DEPARTMENT by the RECIPIENT in its request for payment.

POST PROJECT ASSESSMENT SURVEY

The RECIPIENT agrees to participate in a brief survey regarding the key PROJECT results or water quality PROJECT outcomes and the status of long-term environmental results or goals from the PROJECT approximately three years after PROJECT completion. A representative from the DEPARTMENT's Water Quality Program will contact the RECIPIENT to request this data. The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the PROJECT, as part of this assessment.

PREVAILING WAGE

Prevailing Wage (Davis-Bacon Act):

The RECIPIENT agrees, by signing this LOAN agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors will be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT will obtain the wage determination for the area in which the PROJECT is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations will be incorporated into solicitations and any subsequent contracts. The RECIPIENT will ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT will maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this LOAN agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the PROJECT involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

PROCUREMENT

The RECIPIENT is responsible for procuring professional, personal, and other services using sound business judgment and good administrative procedures. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of subagreements, and other related procurement matters. The RECIPIENT will follow State procurement laws.

PROGRESS REPORTS

The RECIPIENT will submit progress reports to the DEPARTMENT at least quarterly or such other schedule as set forth herein. The RECIPIENT will submit a copy of each progress report to both the Financial Manager and the Project Manager of the DEPARTMENT. Quarterly reports will cover the periods:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a current Progress Report. A progress report must be submitted even if no progress has occurred.

A Progress Report Form is available on the DEPARTMENT's website at <http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GrantLoanMgmtTools.html>. At a minimum, all progress reports must contain the items outlined in the DEPARTMENT's Progress Report Form. The DEPARTMENT may request additional information as necessary.

The RECIPIENT will also report in writing to the DEPARTMENT any problems, delays, or adverse conditions which will materially affect its ability to meet PROJECT objectives or time schedules. This disclosure will be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation.

REPRESENTATIONS AND WARRANTIES

The RECIPIENT represents and warrants to the DEPARTMENT as follows:

A. Existence; Authority.

It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this LOAN agreement and to undertake the PROJECT identified herein.

B. Application; Material Information.

All information and materials submitted by the RECIPIENT to the DEPARTMENT in connection with its LOAN application were, when made, and are, as of the date the RECIPIENT executes this LOAN agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the PROJECT, the LOAN, or this LOAN agreement known to the RECIPIENT which has not been disclosed in writing to the DEPARTMENT.

C. Litigation; Authority.

No litigation is now pending or, to the RECIPIENT'S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this LOAN agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the LOAN (for revenue secured lien obligations); or

- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the LOAN (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iii) in any manner questioning the proceedings and authority under which the LOAN agreement, the LOAN, or the PROJECT are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this LOAN agreement has been repealed, revoked, or rescinded.

D. Not an Excess Indebtedness

For LOANs secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this LOAN agreement and the LOAN to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

E. Due Regard

For LOANs secured with a Revenue Obligation: The RECIPIENT has exercised due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the LOAN Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, will be available over and above such Maintenance and Operation Expense and those debt service requirements.

SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE)

Sewer-Use Ordinance or Resolution

If not already in existence, the RECIPIENT will adopt and will enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to: 1) prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system; 2) prohibit inflow of stormwater; 3) require that new sewers and connections be properly designed and constructed; and 4) require all existing and future residents to connect to the sewer system. Such ordinance or resolution will be submitted to the DEPARTMENT upon request by the DEPARTMENT.

User-Charge System

The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and will adopt a system of user-charges to assure that each user of the utility will pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the PROJECT.

In addition, the RECIPIENT will regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required LOAN Reserve Account, and to repay the LOAN.

SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE)

On-site sewage system repair or replacement funding may be provided to eligible small commercial enterprises. The definition of "small commercial" requires that the average daily flows from any one single business cannot exceed 3,500 gallons per day. These enterprises may include public lodging (including motels, hotels, and bed and breakfast establishments), rentals (apartments, duplexes, or houses), small restaurants, stores, or taverns.

The DEPARTMENT may adjust interest rates to below 2.6 percent based on evaluation of the RECIPIENT's total portfolio of local on-site sewage system loans issued to homeowners and small commercial enterprises.

The following is the Revolving Fund interest rate schedule for loans targeted to homeowners at three levels of county median household income:

Revolving fund Adjustable Interest Rate Schedule		
County Median Household Income*	5-Year Term	20-Year Term
Above 80%	1.4%	2.7 %
50 – 80%	0.7%	1.4%
Below 50%	0%	0.7 %

The following is the Revolving Fund interest rate schedule for loans targeted to small commercial enterprises at three levels of annual gross revenue:

Revolving Fund Adjustable Interest Rate Schedule		
Small Commercial Enterprise Annual Gross Revenue	5-Year Term	20-Year Term
Above \$100,000	1.4%	2.7 %
\$50,000 - \$100,000	0.7%	1.4%
Below \$50,000	0%	0.7 %

In order for a small commercial enterprise to be considered for extreme hardship, the business must provide documentation to substantiate that annual gross revenue is less than \$100,000.

The RECIPIENT agrees to submit a final compilation of the local loans provided to homeowners and small commercial enterprises throughout the duration of the PROJECT. The list will include information provided by the RECIPIENT regarding the number and final dollar amounts of loans funded in the following respective homeowner income and small commercial enterprise revenue levels:

- County Median Household Income
 - Above 80 %
 - 50 to 80 %
 - Below 50 %
- Small Commercial Enterprise Annual Gross Revenue
 - Above \$100,000
 - \$50,000 to \$100,000
 - Below \$50,000

TERMINATION AND DEFAULT; REMEDIES

A. Termination and Default Events

1. For Insufficient DEPARTMENT or RECIPIENT Funds. This LOAN agreement may be terminated by the DEPARTMENT for insufficient DEPARTMENT or RECIPIENT funds.
2. For Failure to Commence Work. This LOAN agreement may be terminated by the DEPARTMENT for failure of the RECIPIENT to commence PROJECT work.
3. Past Due Payments. The RECIPIENT will be in default of its obligations under this LOAN agreement when any LOAN repayment becomes 60 days past due.
4. Other Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this LOAN agreement. The RECIPIENT will be in default of its obligations under this LOAN agreement if, in the opinion of the DEPARTMENT, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this LOAN agreement.

B. Procedures for Termination

If this LOAN agreement is terminated prior to PROJECT completion, the DEPARTMENT will

provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the DEPARTMENT will specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the LOAN and all accrued interest (the "Termination Payment Date").

C. Termination and Default Remedies

1. No Further Payments. On and after the Termination Date, or in the event of a default event, the DEPARTMENT may, in its sole discretion, withdraw the LOAN and make no further payments under this LOAN agreement.
2. Repayment Demand. In response to a DEPARTMENT initiated termination event, or in response to a LOAN default event, the DEPARTMENT may in its sole discretion demand that the RECIPIENT repay the outstanding balance of the LOAN Amount and all accrued interest.
3. Interest after Repayment Demand. From the time that the DEPARTMENT demands repayment of funds, amounts owed by the RECIPIENT to the DEPARTMENT will accrue additional interest at the rate of one percent per month, or fraction thereof.
4. Accelerate Repayments. In the event of a default, the DEPARTMENT may in its sole discretion declare the principal of and interest on the LOAN immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration will incur Late Charges.
5. Late Charges. All amounts due to the DEPARTMENT and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, will incur Late Charges.
6. Intercept State Funds. In the event of a default event and in accordance with RCW 90.50A.060, "Defaults," any state funds otherwise due to the RECIPIENT may, in the DEPARTMENT's sole discretion, be withheld and applied to the repayment of the LOAN.
7. Property to DEPARTMENT. In the event of a default event and at the option of the DEPARTMENT, any property (equipment and land) acquired under this LOAN agreement may, in the DEPARTMENT's sole discretion, become the DEPARTMENT's property. In that circumstance, the RECIPIENT's liability to repay money will be reduced by an amount reflecting the fair value of such property.
8. Documents and Materials. If this LOAN agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT will, at the option of the DEPARTMENT, become DEPARTMENT property. The RECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this LOAN agreement.
10. Fees and Expenses. In any action to enforce the provisions of this LOAN agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) will be awarded to the prevailing party as that term is defined in RCW 4.84.330, "Actions on contract or lease . . .—Waiver prohibited."

11. Damages. Notwithstanding the DEPARTMENT's exercise of any or all of the termination or default remedies provided in this LOAN agreement, the RECIPIENT will not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the state of Washington because of any breach of this LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP):

Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow the DEPARTMENT's "Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies," (Ecology Publication No. 04-03-030). The RECIPIENT may also reference the "Technical Guidance for Assessing the Quality of Aquatic Environments," revised February 1994 (Ecology Publication No. 91-78).

(Remainder of this page has been intentionally left blank.)

ATTACHMENT 5: AGREEMENT DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this LOAN agreement:

“Administrative Requirements” means the effective edition of DEPARTMENT's ADMINISTRATIVE REQUIREMENTS FOR ECOLOGY GRANTS AND LOANS at the signing of this LOAN.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the LOAN, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the LOAN to the last scheduled maturity of the LOAN divided by the number of those years.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the PROJECT.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in WAC 173-98-730.

“Defeasement” or **“Defeasance”** means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“DEPARTMENT” means the state of Washington, Department of Ecology, or any successor agency or department.

“Estimated LOAN Amount” means the initial amount of funds loaned to the RECIPIENT.

“Final LOAN Amount” means all principal of and interest on the LOAN from the PROJECT Start Date through the PROJECT Completion Date.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual *ad valorem* taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the LOAN Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or

refund Utility obligations or (B) in an obligation redemption fund or account other than the LOAN Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the DEPARTMENT's Funding Guidelines that that correlate to the State Fiscal Year in which the PROJECT is funded.

“Initiation of Operation” is the actual date the Water Pollution Control Facility financed with proceeds of the LOAN begins to operate for its intended purpose.

“LOAN” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this LOAN agreement.

“LOAN Amount” means either an Estimated LOAN Amount or a Final LOAN Amount, as applicable.

“LOAN Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the LOAN.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to be first used to repay the principal of and interest on the LOAN.

“PROJECT” means the PROJECT described in this LOAN agreement.

“PROJECT Completion Date” is the date specified in the LOAN agreement as that on which the Scope of Work will be fully completed.

“PROJECT Schedule” is that schedule for the PROJECT specified in the LOAN agreement.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to secure the payment of the principal of and interest on the LOAN.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Scope of Work” means the tasks and activities constituting the PROJECT.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this LOAN agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this LOAN

agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the LOAN, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by RCW 90.50A.020.

“Termination Date” means the effective date of the DEPARTMENT’s termination of the LOAN agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to the DEPARTMENT any outstanding balance of the LOAN and all accrued interest.

“Total Eligible PROJECT Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for DEPARTMENT grant or loan funding.

“Total PROJECT Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for DEPARTMENT grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the LOAN Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the LOAN.

(Revised September 2007)

ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS
PERTAINING TO GRANT AND LOAN AGREEMENTS OF
THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/LOAN Funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the LOAN agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this LOAN agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this LOAN agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this LOAN agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the LOAN agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/LOAN Funds available to women or minority owned businesses.

3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this LOAN agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this LOAN agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this LOAN agreement shall be maintained by the RECIPIENT.
2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this LOAN agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this LOAN agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30)

days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the LOAN agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this LOAN agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/LOAN agreement and performed after the effective date and prior to the expiration date of this LOAN agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this LOAN agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this LOAN agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this LOAN agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this LOAN agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this LOAN agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this LOAN agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this LOAN agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this LOAN agreement as provided in paragraph K.1 above.

When this LOAN agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this LOAN agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this LOAN agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this LOAN agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this LOAN agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this LOAN agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this LOAN agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this LOAN agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this LOAN agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this LOAN agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this LOAN agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this LOAN agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this LOAN agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/LOAN Funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the

RECIPIENT prior to such termination. Any property acquired under this AGREEMENT, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this LOAN agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this LOAN agreement, any dispute concerning a question of fact arising under this LOAN agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this LOAN agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this LOAN agreement who exercises any function or responsibility in the review, approval, or carrying out of this LOAN agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this LOAN agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this LOAN agreement.

T. GOVERNING LAW

This LOAN agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this LOAN agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this LOAN agreement which can be given effect without the invalid provision, and to this end the provisions of this LOAN agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this LOAN agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

**ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET)**

Instructions

The RECIPIENT is required to complete and submit the Data Reporting Sheet to the DEPARTMENT as ATTACHMENT 7 of this LOAN agreement. The information provided in the Data Reporting Sheet 1) fulfills the FFATA reporting requirements (see FFATA Reporting Requirements, ATTACHMENT 4); and 2) gathers additional information required to be reported to the Environmental Protection Agency (EPA)

The RECIPIENT will please:

- 1. Access the Data Reporting Sheet Form on the DEPARTMENT's Water Quality Program financial management website.*
- 2. Fill out the form completely, including compensation information (if all FFATA criteria are met).*
- 3. Print a copy of the completed form.*
- 4. Get the appropriate signature on the form and submit as ATTACHMENT 7 of this LOAN agreement.*
- 5. Send the electronic copy to the DEPARTMENT's Project Manager and Financial Manager.*



ESTIMATED LOAN REPAYMENT SCHEDULE

ATTACHMENT 8

Loan Number	L1300020	Loan Amount	\$ 4,521,400.00
Recipient Name	City of Spokane	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.700 %
Project Completion Date	12/31/2015	Interest Compounded	Monthly
Initiation of Operations	06/30/2015	Loan Date	06/30/2015

Loan Number	L1300020	Department of Ecology	
Recipient Name	City of Spokane	Date Created	01/10/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	06/30/2016	\$152,120.01	\$123,428.30	\$28,691.71	\$4,492,708.29
2	12/30/2016	\$152,120.01	\$60,993.75	\$91,126.26	\$4,401,582.03
SubTotal	2016	\$304,240.02	\$184,422.05	\$119,817.97	
3	06/30/2017	\$152,120.01	\$59,756.61	\$92,363.40	\$4,309,218.63
4	12/30/2017	\$152,120.01	\$58,502.67	\$93,617.34	\$4,215,601.29
SubTotal	2017	\$304,240.02	\$118,259.28	\$185,980.74	
5	06/30/2018	\$152,120.01	\$57,231.70	\$94,888.31	\$4,120,712.98
6	12/30/2018	\$152,120.01	\$55,943.48	\$96,176.53	\$4,024,536.45
SubTotal	2018	\$304,240.02	\$113,175.18	\$191,064.84	
7	06/30/2019	\$152,120.01	\$54,637.77	\$97,482.24	\$3,927,054.21
8	12/30/2019	\$152,120.01	\$53,314.34	\$98,805.67	\$3,828,248.54
SubTotal	2019	\$304,240.02	\$107,952.11	\$196,287.91	
9	06/30/2020	\$152,120.01	\$51,972.94	\$100,147.07	\$3,728,101.47
10	12/30/2020	\$152,120.01	\$50,613.32	\$101,506.69	\$3,626,594.78
SubTotal	2020	\$304,240.02	\$102,586.26	\$201,653.76	
11	06/30/2021	\$152,120.01	\$49,235.25	\$102,884.76	\$3,523,710.02
12	12/30/2021	\$152,120.01	\$47,838.47	\$104,281.54	\$3,419,428.48
SubTotal	2021	\$304,240.02	\$97,073.72	\$207,166.30	
13	06/30/2022	\$152,120.01	\$46,422.73	\$105,697.28	\$3,313,731.20
14	12/30/2022	\$152,120.01	\$44,987.76	\$107,132.25	\$3,206,598.95
SubTotal	2022	\$304,240.02	\$91,410.49	\$212,829.53	
15	06/30/2023	\$152,120.01	\$43,533.32	\$108,586.69	\$3,098,012.26

Loan Number L1300020

Department of Ecology

Recipient Name City of Spokane

Date Created 01/10/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
16	12/30/2023	\$152,120.01	\$42,059.13	\$110,060.88	\$2,987,951.38
SubTotal	2023	\$304,240.02	\$85,592.45	\$218,647.57	
17	06/30/2024	\$152,120.01	\$40,564.92	\$111,555.09	\$2,876,396.29
18	12/30/2024	\$152,120.01	\$39,050.43	\$113,069.58	\$2,763,326.71
SubTotal	2024	\$304,240.02	\$79,615.35	\$224,624.67	
19	06/30/2025	\$152,120.01	\$37,515.38	\$114,604.63	\$2,648,722.08
20	12/30/2025	\$152,120.01	\$35,959.49	\$116,160.52	\$2,532,561.56
SubTotal	2025	\$304,240.02	\$73,474.87	\$230,765.15	
21	06/30/2026	\$152,120.01	\$34,382.48	\$117,737.53	\$2,414,824.03
22	12/30/2026	\$152,120.01	\$32,784.05	\$119,335.96	\$2,295,488.07
SubTotal	2026	\$304,240.02	\$67,166.53	\$237,073.49	
23	06/30/2027	\$152,120.01	\$31,163.93	\$120,956.08	\$2,174,531.99
24	12/30/2027	\$152,120.01	\$29,521.81	\$122,598.20	\$2,051,933.79
SubTotal	2027	\$304,240.02	\$60,685.74	\$243,554.28	
25	06/30/2028	\$152,120.01	\$27,857.39	\$124,262.62	\$1,927,671.17
26	12/30/2028	\$152,120.01	\$26,170.38	\$125,949.63	\$1,801,721.54
SubTotal	2028	\$304,240.02	\$54,027.77	\$250,212.25	
27	06/30/2029	\$152,120.01	\$24,460.47	\$127,659.54	\$1,674,062.00
28	12/30/2029	\$152,120.01	\$22,727.34	\$129,392.67	\$1,544,669.33
SubTotal	2029	\$304,240.02	\$47,187.81	\$257,052.21	
29	06/30/2030	\$152,120.01	\$20,970.69	\$131,149.32	\$1,413,520.01
30	12/30/2030	\$152,120.01	\$19,190.18	\$132,929.83	\$1,280,590.18
SubTotal	2030	\$304,240.02	\$40,160.87	\$264,079.15	
31	06/30/2031	\$152,120.01	\$17,385.50	\$134,734.51	\$1,145,855.67
32	12/30/2031	\$152,120.01	\$15,556.33	\$136,563.68	\$1,009,291.99
SubTotal	2031	\$304,240.02	\$32,941.83	\$271,298.19	
33	06/30/2032	\$152,120.01	\$13,702.32	\$138,417.69	\$870,874.30
34	12/30/2032	\$152,120.01	\$11,823.13	\$140,296.88	\$730,577.42
SubTotal	2032	\$304,240.02	\$25,525.45	\$278,714.57	
35	06/30/2033	\$152,120.01	\$9,918.44	\$142,201.57	\$588,375.85

Loan Number L1300020

Department of Ecology

Recipient Name City of Spokane

Date Created 01/10/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
36	12/30/2033	\$152,120.01	\$7,987.89	\$144,132.12	\$444,243.73
SubTotal	2033	\$304,240.02	\$17,906.33	\$286,333.69	
37	06/30/2034	\$152,120.01	\$6,031.13	\$146,088.88	\$298,154.85
38	12/30/2034	\$152,120.01	\$4,047.80	\$148,072.21	\$150,082.64
SubTotal	2034	\$304,240.02	\$10,078.93	\$294,161.09	
39	06/30/2035	\$152,120.19	\$2,037.55	\$150,082.64	\$0.00
SubTotal	2035	\$152,120.19	\$2,037.55	\$150,082.64	
Grand Total		\$5,932,680.57	\$1,411,280.57	\$4,521,400.00	



Agenda Sheet for City Council Meeting of:

04/08/2013

<u>Date Rec'd</u>	3/28/2013
<u>Clerk's File #</u>	OPR 2013-0250
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 13336

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES
<u>Contact Name/Phone</u>	JONATHAN MALLAHAN 625-6734
<u>Contact E-Mail</u>	JMALLAHAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0550 CONTRACT WITH SPOKANE C.O.P.S.

Agenda Wording

Contract between the City of Spokane and Spokane C.O.P.S. to maintain the City's Community-oriented Policing Services Program.

Summary (Background)

The Spokane C.O.P.S., a non-profit corporation was formed to assist neighborhoods in organizing and operating COPS stations, act as a liaison with the Spokane Police Department and community groups and the public; and to act as a tax-exempt organization for receipt of charitable contributions to the COPS program.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 140,000.00	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MALLAHAN, JONATHAN	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	htrautman@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jmallahan@spokanecity.org	
<u>Additional Approvals</u>		cemmerson@spokanecity.org	
<u>Purchasing</u>		nskog@spokanecity.org	
		mlesesne@spokanecity.org	
		bchilds@spokanecity.org	
		Spokane C.O.P.S	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE C.O.P.S., a nonprofit corporation, whose address is 901 North Monroe Street, Suite 254, Spokane, Washington 99201, as "Spokane C.O.P.S."

WHEREAS, the City endorses the philosophy of Community Oriented Policing Services (COPS) which combines the efficiency of patrolling with the personal involvement of the old police "beats"; and

WHEREAS, the Spokane C.O.P.S., a nonprofit corporation, was formed to assist neighborhoods in organizing and operating COPS stations, act as a liaison with the Spokane Police Department and community groups and the public; and to act as a tax-exempt organization for receipt of charitable contributions to the COPS program; -- NOW, THEREFORE,

The parties agree as follows:

1. PERFORMANCE.

A. Spokane C.O.P.S..

- 1) Spokane C.O.P.S. shall maintain the City's Community Oriented Policing Services Program, for the purpose of organizing community groups in City neighborhoods to prevent criminal activity.
- 2) Spokane C.O.P.S will administer the Blockwatch Program previously administered by the Crime Check Board of Spokane.
- 3) The services provided shall be as outlined in the 2013 Program Goals and Activities, on file with the Director of Neighborhood Services and Code Enforcement and Police Chief.
- 4) The Spokane C.O.P.S. Board through the Director of Spokane C.O.P.S. shall coordinate all services with the Director of Neighborhood Services and Code Enforcement and Police Chief or designees. Monthly performance reports shall be filed with the Director of Neighborhood Services and Code Enforcement and Police Chief.
- 5) Volunteers who participate in City authorized activities for Spokane C.O.P.S. shall be screened and trained by Spokane C.O.P.S. and shall

be registered with the City. Spokane C.O.P.S. shall provide day-to-day management of the volunteers, to include but not be limited to, recording their hours of service, assignment of activities, reporting to the City of potential claims, etc.

- 6) The Spokane C.O.P.S. Board shall work with the City to develop a plan of integrating City services and other agency programs in shop locations consistent with Spokane C.O.P.S. Articles of Incorporation and Bylaws prior to December 31, 2013. The Spokane C.O.P.S. Board agrees in principle to the City's proposal to utilize available space in Spokane C.O.P.S. Shops for the delivery of municipal services by the City. Both parties agree that volunteer and citizen engagement is a necessary component for development and implementation of the plan.
- 7) Spokane C.O.P.S. will work with the City to identify and implement in 2013 program savings that will be re-invested in the COPS program, including the relocation of its administrative offices at the expense of the City, within one hundred eighty (180) days of execution of this agreement, provided the City will grant a reasonable extension to the relocation deadline if the Board requests it.

B. City.

- 1) The City shall provide services and guidance necessary to assist Spokane C.O.P.S. to accomplish the 2013 Program Goals and Activities.
- 2) The Director of Neighborhood Services and Code Enforcement and Police Chief, or designees, shall provide any training required of Spokane C.O.P.S. staff and volunteers; technical assistance, such as information on crime trends, crime statistics, etc.; and assistance by the City Crime Prevention Unit in the presentation of workshops, seminars, etc., in an advisory or participatory capacity, depending on the program's need.
- 3) The Director of Neighborhood Services and Code Enforcement will work in consultation with the Police Chief or designee in coordinating services, evaluating program goals and evaluating monthly performance reports.

2. CONTACTS FOR RESPONSIBILITY.

- A. Spokane C.O.P.S. Spokane C.O.P.S.'s designated representative for purposes of contract administration shall be its Director.
- B. City. The City's designated representative for purposes of contract administration shall be its Director of Neighborhood Services and Code Enforcement.

3. STRATEGIC PLAN. Spokane C.O.P.S. will develop a three (3) year strategic plan for the 2014 - 2016 COPS organization by December 31, 2013. The plan will be developed with the City. It will include, but not be limited to:

- o policy and procedure for new shop locations and expansion of the COPS program,
- o performance measures of the COPS program, and
- o a plan with the City on cost sharing for the integration of City services at C.O.P.S. Shops.

4. FUNDING. Spokane C.O.P.S. will make application for payment to the Director of Neighborhood Services and Code Enforcement, Sixth Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, showing actual expenditures for the previous monthly period. Payment will be made within thirty (30) days of receipt of application, except as provided by state law. Total payments for the contract period will be limited to actual authorized expenses, not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$ 140,000.00).

5. TERM. This contract shall begin April 1, 2013, and run through December 31, 2013, unless terminated earlier.

6. FINANCIAL RECORDS. Spokane C.O.P.S. shall maintain accurate records to account for its expenditures. A monthly expenditure report shall be sent to the Director of Neighborhood Services and Code Enforcement.

7. AUDIT. The City has the right to supervise and audit the finances of Spokane C.O.P.S. to insure that actual expenditures remain consistent with the spirit and intent of this contract. The Mayor or designee may inspect and audit all records and other materials and Spokane C.O.P.S. shall make such available upon his request.

8. LIABILITY. Spokane C.O.P.S. (for itself, its officers, employees and volunteers) shall defend, indemnify and hold harmless the City (for itself, its officers and employees) from and against all claims for damages, liability, cost and expense arising out of its negligent acts, errors or omissions or breach of its obligations under this contract. Spokane C.O.P.S.' duty to indemnify for liability arising from the concurrent negligence of the City and Spokane C.O.P.S. shall apply only to the extent of the negligence of Spokane C.O.P.S.

9. INSURANCE. During the term of the contract, Spokane C.O.P.S. shall maintain in force at its own expense, each insurance coverage 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to Spokane C.O.P.S.' services to be provided under this contract; and
- C. 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 sixty (60) days written notice from Spokane C.O.P.S. or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, Spokane C.O.P.S. shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. Spokane C.O.P.S. shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. STAFFING. The Director of Spokane C.O.P.S. shall be selected by and report to the Board of Directors of Spokane C.O.P.S. The Director shall determine the program's staffing requirements, job descriptions and personnel policies of the staff, subject to the approval of the Board of Directors. The Board of Directors shall seek the advice of the Director of Neighborhood Services and Code Enforcement and Police Chief as to the selection of a Director, required staffing levels, and proposed job descriptions.

11. TERMINATION.

- A. The City reserves the right to terminate this contract or to revise the contract amount in any manner which the City may deem appropriate in order to take account of any future fiscal limitations affecting the City's ability to fund the COPS Program. The City shall give Spokane C.O.P.S. thirty (30) days written notice of such revision or termination. In accepting this contract, Spokane C.O.P.S. acknowledges the City's authority to make such revision or termination.

- B. The City has the right to immediately and without notice terminate this contract if it finds that services are being misused or wasted.
 - C. Spokane C.O.P.S. reserves the right to terminate this contract if it finds that the City is not performing within the terms of this contract. Spokane C.O.P.S. shall give the City thirty (30) days' written notice of termination.
 - D. Each party reserves the right to unilaterally terminate this contract. The party desiring termination must give the other party sixty (60) days' written notice of termination.
12. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.
13. ENTIRE AGREEMENT. This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.
14. SEVERABILITY. In the event any provision of this contract should become invalid or unenforceable, the rest of the contract shall remain in full force and effect.
15. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.
16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations, and executive orders which are incorporated by reference into this contract.
17. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
18. NONDISCRIMINATION. 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 contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

19. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____
City Clerk

Dated: _____

SPOKANE C.O.P.S.

E-Mail address, if available: _____

By: _____
Director

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

04/08/2013

<u>Date Rec'd</u>	3/28/2013
<u>Clerk's File #</u>	CPR 2013-0016
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Report Item
<u>Agenda Item Name</u>	0320 HILLYARD VILLAGE LETTER

Agenda Wording
 Letter expressing the City Council's support of the Hillyard Village Project concept.

Summary (Background)
 City Council drafted a letter addressed to Ms. Kathy Ely of District 81 to be signed by the full Council expressing their support of the Hillyard Village concept.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WESTFALL, JENNIFER	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	jwestfall@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Ben Stuckart
Council President

April 8, 2013

Ms. Kathy Ely
200 North Bernard Street
Spokane, WA 99201

Re: Hillyard Village Project

Dear Ms. Ely,

The Spokane City Council supports the Hillyard Village Project concept and looks forward to the opportunity it presents to evaluate viable environmental and economic alternatives for the future of our city.

Members of the City Council have met with the proponents of this project who have been able to articulate the potential linkages to our programs and services as well as how the information and data collected from this project could be mutually beneficial.

We sincerely hope that our support will serve as a catalyst for the Hillyard Village Project. In going forward, we welcome any communication regarding progress and would be open to further participation in this worthy endeavor.

Sincerely,

Ben Stuckart
City Council President

Jon Snyder
Council Member Dist. 2

Nancy McLaughlin
Council Woman Dist. 3

Amber Waldref
Council Member Dist. 1

Mike Fagan
Council Member Dist. 1

Mike Allen
Council Member Dist. 2

Steve Salvatori
Council Member Dist. 3



Agenda Sheet for City Council Meeting of:

04/08/2013

<u>Date Rec'd</u>	3/27/2013
<u>Clerk's File #</u>	CPR 1981-0122
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JENNIFER MORTON 625-6250
<u>Contact E-Mail</u>	JJMORTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointment
<u>Agenda Item Name</u>	0520 APPOINTMENTS TO HISTORIC LANDMARKS COMMISSION

Agenda Wording

Appoint Wendy Budge to serve a three-year term to begin immediately and expire on December 31, 2015.
 Appoint Randall Wilson to serve a three-year term to begin immediately and expire on December 31, 2015.

Summary (Background)

Re-appoint Jamie Brown to serve a three-year term to begin immediately and expire on December 31, 2015.
 Re-appoint Lynn Mandyke to serve a three-year term to begin immediately and expire on December 31, 2015.

Fiscal Impact

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	SANDERS, THERESA	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jwestfall@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jquintrall@spokanecity.org	
<u>Additional Approvals</u>		arorholm@spokanecity.org	
<u>Purchasing</u>		kgriffin@spokanecounty.org	
		jjmorton@spokanecity.org	



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

March 25, 2013

City Clerk File No.:
RES 2013-0024

COUNCIL ACTION MEMORANDUM:

RE: RESOLUTION 2013-0024 REGARDING AMENDMENTS TO THE CITY OF SPOKANE SUSTAINABILITY ACTION PLAN

During its 3:30 p.m. Administrative Session held Monday, March 18, 2013, upon review of the March 25, 2013, Advance Agenda, the Spokane City Council took the following action in light of the Town Hall meeting scheduled on March 25:

Motion by Council Member Snyder, seconded by Council Member Waldref, to **defer** Resolution 2013-0024 amending the City of Spokane Sustainability Action Plan to April 8, 2013; **carried 6-1 (Council Member Salvatori voting "no")**.

Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

03/25/2013

Date Rec'd	3/13/2013
Clerk's File #	RES 2013-0024
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MIKE ALLEN 625-6715
Contact E-Mail	RCONGER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	AMENDS TO THE CITY OF SPOKANE SUSTAINABILITY ACTION PLAN

Agenda Wording

A resolution regarding amends to the City of Spokane Sustainability Action Plan.

Summary (Background)

On June 28, 2010, the City Council approved Resolution No. 2010-0037, adopting the City of Spokane Sustainability Task Force's Sustainability Action Plan (March 2009) as City government's primary policy for addressing the issues of climate change and energy security. The Spokane City Council values our community's natural beauty, environmental health and prosperity. The essence of environmental stewardship is increasing prosperity while using fewer resources. It is necessary to amend the City'

Fiscal Impact

Neutral	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

<u>Dept Head</u>	WESTFALL, JENNIFER
<u>Division Director</u>	
<u>Finance</u>	DOLAN, PAM
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	
<u>Distribution List</u>	

Additional Approvals

<u>Purchasing</u>	

On June 28, 2010, the City Council approved Resolution No. 2010-0037, adopting the City of Spokane Sustainability Task Force's Sustainability Action Plan (March 2009) as City government's primary policy for addressing the issues of climate change and energy security. The Spokane City Council values our community's natural beauty, environmental health and prosperity. The essence of environmental stewardship is increasing prosperity while using fewer resources. It is necessary to amend the City's Sustainability Action Plan to incorporate a thorough financial analysis a feasibility study and a metric of environmental effectiveness into the implementation of the Sustainability Action Plan. This resolution will amend the Sustainability Action Plan to include provisions related to a thorough financial analysis a feasibility study and a metric of environmental effectiveness.

Resolution No. 2013-0024

A resolution regarding amends to the City of Spokane Sustainability Action Plan.

WHEREAS, on June 28, 2010, the City Council approved Resolution No. 2010-0037, adopting the City of Spokane Sustainability Task Force's Sustainability Action Plan (March 2009) as City government's primary policy for addressing the issues of climate change and energy security; and

WHEREAS, the Spokane City Council values our community's natural beauty, environmental health and prosperity; and

WHEREAS, the essence of environmental stewardship is increasing prosperity while using fewer resources; and

WHEREAS, it is necessary to amend the City's Sustainability Action Plan to incorporate a thorough financial analysis a feasibility study and a metric of environmental effectiveness into the implementation of the Sustainability Action Plan;
-- Now, Therefore:

BE IT RESOLVED by the City Council for the City of Spokane that the City Council hereby amends the City's Sustainability Action Plan adopted pursuant to Resolution No. 2010-0037 as follows:

5.0 Next Steps

This plan addresses in general terms, actions that should be taken by City government to be more sustainable and resilient in the face of issues such as peak oil, climate change, and climate mitigation. However, the Action Plan is just a beginning.

Community outreach and input. The Task Force recommends that the community at large have ample opportunity to advise the City on the merits of the Action Plan. Then as the City staff develops its implementation strategies, the package can be fully articulated in public forums between now and midyear 2009. In that time frame, the Task Force understands that City Environmental Programs staff will conduct outreach in the community and within the City departments making the Action Plan known to as many stakeholders and staff as possible. Community outreach can also be enhanced with continuing support from the Outreach Partners (see "*Acknowledgements section for list*"). The results of this outreach can then be reported to City Council and the community at large.

Also this Action Plan should **be presented to the community with a question: What can the community beyond City government do to address these concerns and capture similar opportunities?** Although beyond the scope of this Action Plan it is hoped that the resulting conversations will prompt individuals and organizations beyond

the confines of City government to find ways to operate more sustainably, for them and for the larger community.

Implementation strategies. This Action Plan lays out clear principles and a path forward. Specific actions need to follow to make the Action Plan come alive. The exact steps to its implementation need to be developed and followed. We understand that **the Mayor has charged Public Works and Utilities, specifically Environmental Programs, to expedite implementation of the Action Plan.** Environmental Programs would do this with the assistance of the City's Green Team of designated staff and Department heads. **A three- to five-year detailed implementation plan will be developed and forwarded to City elected officials for consideration and endorsement.** Given sufficient data to evaluate effectiveness, the Task Force encourages taking early actions where ever practical consistent with Task Force recommendations and City goals.

Continued community oversight. To help the Action Plan stay on course and come to fruition, the Mayor has asked the Sustainability Task Force to continue to serve in an advisory role. To perform this role effectively, the Task Force needs a clear point of contact with the City and access to regular reporting of implementation actions under taken by the City.

In that advisory capacity, the Task Force recommends that all City departments and commissions consider the Guiding Principles, Strategic Priorities, and Proposed Recommendations in this plan, and incorporate them as appropriate in their operating policies and ongoing operations. The Task Force also notes that the Action Plan includes some recommendations that may require amendment of the City's Comprehensive Plan. The decisions to amend the Comprehensive Plan should be made in consultation with the Planning Department, and shortly after the Action Plan is finalized. At this writing, the City Council is considering an inventory of greenhouse gases and what reduction goal(s) might be appropriate for the City. Actions indicated by the result of this assessment should be incorporated into the implementation of the Action Plan as appropriate.

The time to act is now. The Task Force is confident that implementing this Sustainability Action Plan will be instrumental in ensuring that the City has a sustainable future that will offer to those who live here and love this place a quality of life that is *near nature, near perfect.*

Any future actions relating to the implementation of the recommendations contained within the Plan shall only occur after a thorough financial analysis and feasibility study on the merits of the recommendation. The City Council, as a legislative body, shall review the results of the analysis and studies and where appropriate take subsequent legislative action, after public input and council deliberation, to adopt the appropriate ordinances, resolutions or other legislative action.

Future actions relating to implementation of the Plan shall only occur after creation of a metric of environmental effectiveness, calculating the cost of each strategy per unit of CO2e avoided or reduced. The metric of environmental effectiveness will be provided to the City Council prior to implementation.

ADOPTED by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	RES 2013-0025
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0370-BOONE-DAKOTA STREET VACATION

Agenda Wording

Resolution setting hearing before the City Council for May 6, 2013 for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BROWN, ELDON	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		

Additional Approvals	
Purchasing	

RESOLUTION 2013-0025

WHEREAS, on January 29, 2013, the Spokane City Council received a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

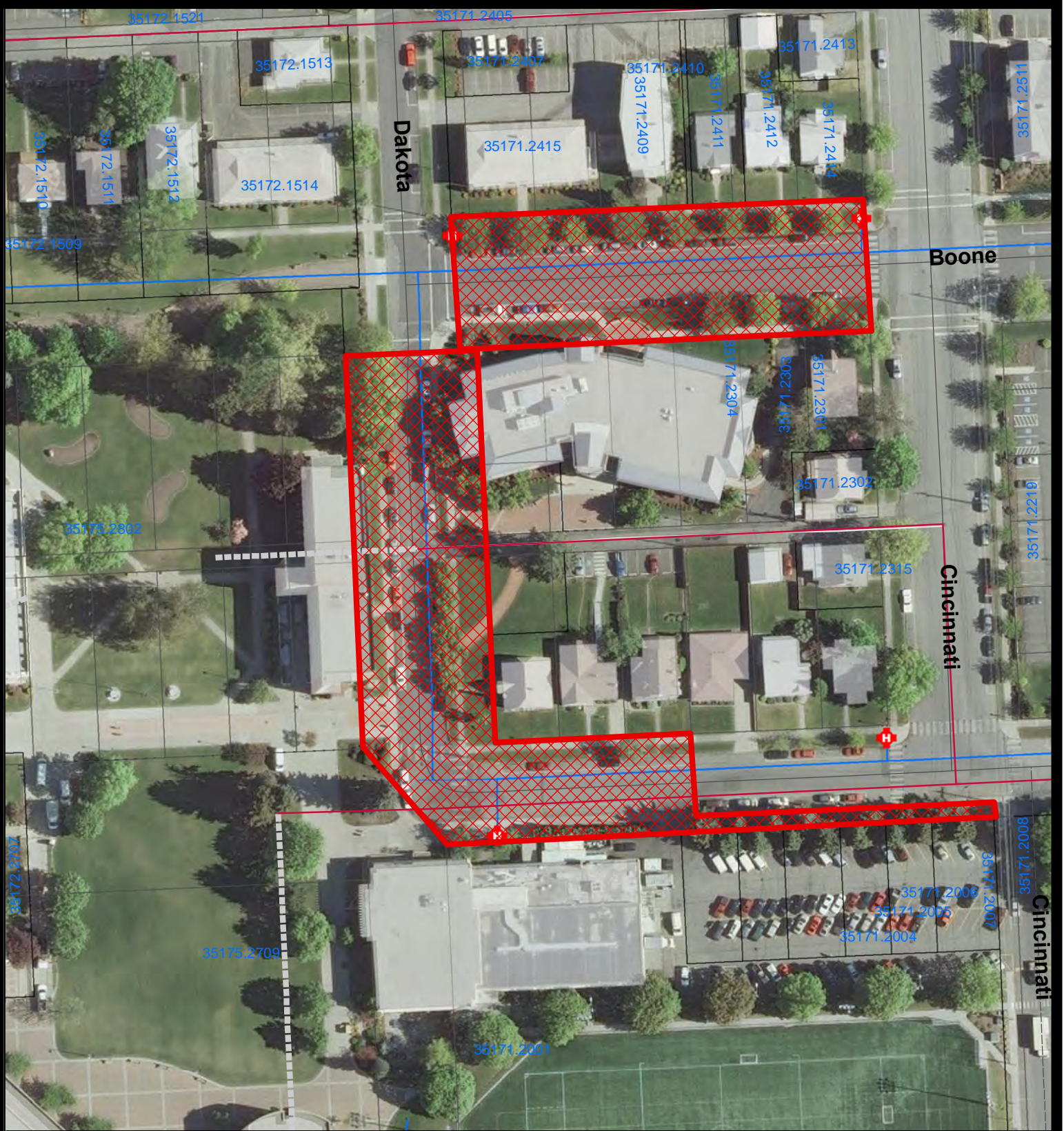
That hearing on the petition to vacate Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on May 6, 2013, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney



Date: February 8, 2013

Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street

0 50 100 150 Feet

SPokane

*THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.*



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	RES 2013-0026
Renews #	

Submitting Dept	ECONOMIC DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JAN QUINTRALL 625-6187	Project #	
Contact E-Mail	JQUINTRALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0750 APPOINTMENT OF MICHAEL WERNER		

Agenda Wording

Resolution confirming the appointment of Michael Werner as Director of the Asset Management Group.

Summary (Background)

Mayor David Condon has appointed Mr. Werner as the Director of the Asset Management Group pending City Council approval.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	QUINTRALL, JAN	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	jquintrall@spokanecity.org	
Additional Approvals		mwerner@spokanecity.org	
Purchasing			

RESOLUTION 2013-0026

A resolution confirming the appointment of Michael Werner as Director of the Asset Management Group.

WHEREAS, section 24 of the city charter states that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, section 5.2.6 of the city council rules of procedures states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Werner as the Director of the Asset Management Group for the City of Spokane; --
Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby confirms the appointment of Michael Werner as the Director of the Asset Management Group for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	RES 2013-0027
Renews #	

Submitting Dept	AIRPORTS	Cross Ref #	
Contact Name/Phone	LARRY 455-6434	Project #	
Contact E-Mail	LKRAUTER@SPOKANEAIRPORTS.NET	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	AIRPORT PROPERTY ACQUISITION		

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Airport Board to acquire various parcels consisting of 400.21 acres, which parcels are adjacent to Spokane International Airport property.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airports Joint Operation Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property. The Airport Board recommends to the County and the City the acquisition of various Spokane County Assessor Tax Parcels comprising of approximately 17,433,148 square of land or 400.21 acres, which parcels are adjacent to Spokane International Airport property.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

City: _____
Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
ACQUIRE PROPERTY IDENTIFIED)
AS SPOKANE COUNTY ASSESSOR)
PARCELS 15342.9004, 15341.9007,)
15341.9008, 15341.9009, 15344.0102,)
15344.0103, 15344.0104, 15344.0105,)
15344.0106, 15344.0107, 15344.0108,)
15344.0109, 15344.0110, 15344.0111,)
and 15344.0113)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”) , by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated August 28, 1990 (“Agreement”) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park; and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the acquisition of Spokane County Assessor Tax Parcels as identified on Exhibit A, attached hereto, (“Property”) comprising of approximately 17,433,148 square feet of land (400.21 acres), which parcels are adjacent to Spokane International Airport property; and

WHEREAS, the Property is necessary for long term aviation development at Spokane International Airport; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property identified as Spokane County Assessor’s Tax Parcels on Exhibit A located in **Spokane County**, Washington, at no cost, expense, or liability to either Spokane County or the City of Spokane;
2. That title to Spokane County Assessor’s Tax Parcels as identified on Exhibit A shall vest in Spokane County and the City of Spokane, as tenants in common; and
3. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to acquire Spokane County Assessor’s Tax Parcels as identified on Exhibit A.

ADOPTED by the Spokane City Council this _____ day of _____, 2013.

Terri L. Pfister, City Clerk

Approved as to form:

Assistant City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2013.

Shelley O'Quinn, Chair

ATTEST:

Al French, Vice-Chair

Daniela Erickson
Clerk of the Board

Todd Mielke, Commissioner

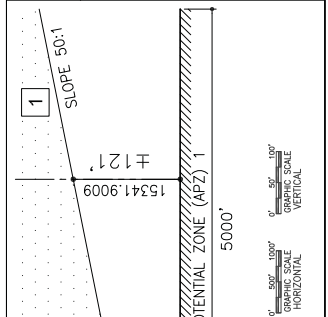
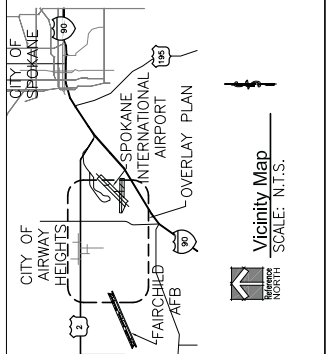
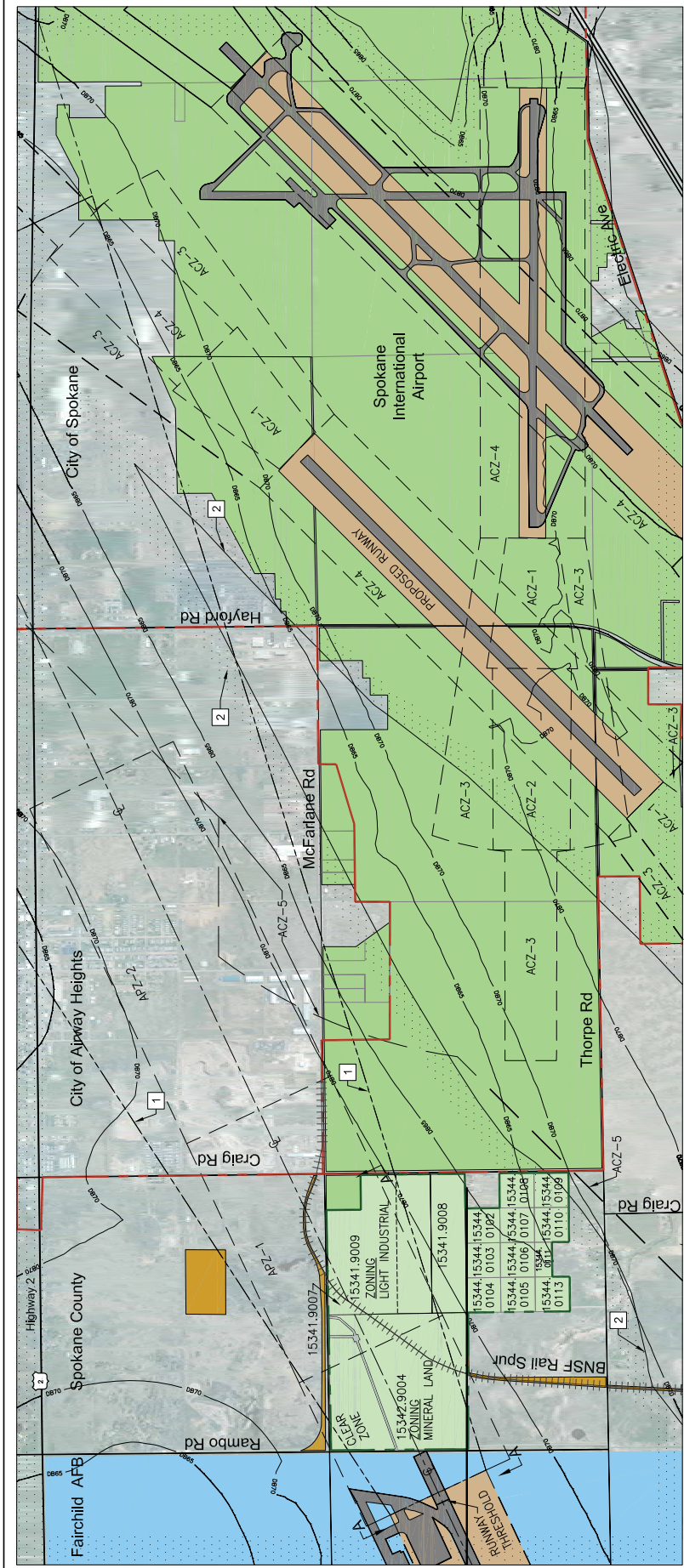
EXHIBIT A

PARCEL NUMBERS OF PROPERTY

15342.9004
15341.9007
15341.9008
15341.9009
15344.0102
15344.0103
15344.0104
15344.0105
15344.0106
15344.0107
15344.0108
15344.0109
15344.0110
15344.0111
15344.0113



PROJECT NO.	15341.9007
DATE	03/18/2013
DESIGNED BY	JDC
CHECKED BY	JDC
DATE	03/18/2013
SCALE	N.T.S.
AS INDICATED	EV
DATE	03/18/2013
SCALE	N.T.S.
EXHIBIT	A-1



SIA-FAFB CORRIDOR
 Airport Overlay Zones
 SCALE: 1" = 1000'

Airfield Overlay Zones for SIA and FAFB:
 SCALE: 1" = 100'

Symbol Legend and Line Types

[Green Box]	Spokane Airport Board Properties
[Light Green Box]	Property to be Acquired
[Light Blue Box]	Fairchild AFB Properties
[Light Orange Box]	Spokane County Properties
[Light Purple Box]	Runway
[Light Yellow Box]	Primary Runway Surface

LAND USE	MUNICIPAL CODE	RULLING
RECREATION/CIVIC	PROHIBITED	APPROACH-DEPARTURE CLEARANCE SURFACE
RESIDENTIAL	PROHIBITED	AIRFIELD NOISE ZONE AND INFLUENCE AREA
MANUFACTURING	ALLOWED WITH RESTRICTIONS	ACZ-1 (SMC)
RETAIL	PROHIBITED OR	ACZ-2 (SMC)
SERVICES	ALLOWED WITH RESTRICTIONS	ACZ-3 (SMC)
COMMUNICATIONS	PROHIBITED OR	ACZ-4 (SMC)
TRANSPORT	ALLOWED WITH RESTRICTIONS	ACZ-5 (SMC)
UTILITIES	ALLOWED WITH RESTRICTIONS	CLEAR ZONE (AHMC)
		APZ 1 (AHMC)
		APZ 2 (AHMC)

AHMC = AIRWAY HEIGHTS MUNICIPAL CODE
 SMC = SPOKANE MUNICIPAL CODE



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

March 7, 2013

City Clerk File Nos.:

ORD C34964

ORD C34965

COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C34964 RELATING TO THE EXECUTIVE AND ADMINISTRATIVE ORGANIZATION OF THE CITY and ORDINANCE C34965 RELATING TO THE POLICE DIVISION

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, March 4, 2013, upon review of the March 11, 2013, Advance Agenda, Assistant City Attorney Barb Burns, along with City Administrator Theresa Sanders and Gerry Gemmill, Director of Local Government and Labor Relations, responded to Council inquiries and comments regarding Ordinance C34964 and Ordinance C34965. Council Member Salvatori suggested deferring these ordinances and that they be brought back through a committee so staff can explain the rationalization of the structure. Following further discussion, Council President Stuckart suggested delaying the ordinances to March 18 and that they be placed on the next Public Safety meeting agenda. Subsequently, the following action was taken:

Motion by Council Member Waldref, seconded by Council Member Salvatori, **to delay (defer)** these items (Ordinances C34964 and C34964) until March 18; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

03/04/2013

Date Rec'd	2/20/2013
Clerk's File #	ORD C34964
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0620 CHAPTER 3.01 SMC DEPARTMENT ORGANIZATION

Agenda Wording

AN ORDINANCE relating to the executive and administrative organization of the City; adopting a new chapter 3.01A to title 3; and repealing chapter 3.01 of the Spokane Municipal Code.

Summary (Background)

The city charter provides that departments are created by ordinance. This ordinance codifies recent and future department changes to the City organization.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

<u>Dept Head</u>	LOWE, HEATHER
<u>Division Director</u>	
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	
<u>Distribution List</u>	hlowe@spokanecity.org

Additional Approvals

<u>Purchasing</u>	

ORDINANCE NO. C34964

AN ORDINANCE relating to the executive and administrative organization of the City; adopting a new chapter 3.01A to title 3; and repealing chapter 3.01 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That chapter 3.01 SMC is hereby repealed.

Section 2. That there is adopted a new chapter 3.01A to title 3 of the municipal code to read as follows:

**Chapter 3.01A
Executive and Administrative Organization**

Sections

3.01A.100	Mayor
3.01A.110	City Administrator
3.01A.120	Mayor's Office Staff
3.01A.200	Departments and Offices - Establishment
3.01A.205	Departments – Rights, Powers and Duties
3.01A.210	Division Departments
3.01A.215	Accounting
3.01A.220	Asset Management Group
3.01A.225	Business and Developer Services
3.01A.230	City Attorney
3.01A.235	City Clerk
3.01A.245	Community and Neighborhood Services
3.01A.250	Community, Housing and Human Services
3.01A.255	Engineering Services
3.01A.260	Finance
3.01A.265	Fire
3.01A.270	Fire Communications
3.01A.275	Fire Emergency Medical Services
3.01A.280	Fire Logistics
3.01A.285	Fire Operations
3.01A.290	Fire Planning and Information Management
3.01A.295	Fire Prevention
3.01A.300	Fire Training
3.01A.310	Fleet Services
3.01A.320	Historic Preservation

3.01A.330	Human Resources
3.01A.340	Information Technology
3.01A.350	Management and Budget
3.01A.355	Neighborhood Services and Code Enforcement
3.01A.357	Ombudsman - Police
3.01A.360	Parks and Recreation
3.01A.365	Planning and Development
3.01A.370	Police
3.01A.375	Police Business Services
3.01A.380	Police Communications
3.01A.385	Police Field Operations
3.01A.390	Police Investigations
3.01A.395	Police Public Information
3.01A.400	Police Tactical Operations
3.01A.410	Probation
3.01A.415	Public Affairs / Communications
3.01A.420	Public Defender
3.01A.430	Regional Emergency Communications Systems
3.01A.440	Retirement
3.01A.445	Risk Management
3.01A.450	Solid Waste Management
3.01A.460	Spokane Area Workforce Development Council Administration
3.01A.470	Spokane Regional Solid Waste System
3.01A.480	Street
3.01A.490	Treasurer's Office
3.01A.500	Utilities
3.01A.510	Wastewater Management
3.01A.520	Water and Hydroelectric Services
3.01A.600	Spokane Municipal Court
3.01A.610	Spokane Public Library
3.01A.620	Health
3.01A.630	Civil Service

**Article I
Mayor**

3.01A.100 Mayor

- A. As provided in the City Charter, the mayor is the chief executive and administrative officer of the City with final authority over the employment, termination and assignment of all employees of the City, not including the elected officers, except that:
1. the appointment of the city attorney, the city clerk and the administrative heads of each department requires approval of the city council;

2. the appointment of the head of the department of parks and recreation requires the concurrence of the park board;
 3. the appointment of the head and assistant head of the retirement department requires the concurrence of the retirement board;
 4. the appointment of persons to positions within the classified service, and their discharge, must follow the procedures of the civil service system;
 5. the number of positions in the City government is determined in the annual budget;
 6. some individuals, such as the director of Spokane area workforce development council administration, the library director, chief examiner, and the clerk of the municipal court, are appointed or directed by a board or agency by charter, statute or intergovernmental contract;
 7. state law may impose a requirement, such as a license, for the performance of a particular function.
- B. The mayor may appoint such assistants, who are variously referred to as city administrator, division director, department director, or assistant director, as deemed necessary for the efficient operation of City government, subject always to city council approval of positions and salaries through the budget process.
- D. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- E. As provided in SMC 1.02.130, the mayor may delegate to assistants specific functions, authority and responsibility, including the signing of documents.
- F. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- G. As provided in SMC 1.02.130, the mayor may delegate specific functions, authority and responsibility, including the signing of documents.
- H. The mayor exercises direct supervision of the departments of communications and public affairs, retirement, and equal employment opportunity and contract compliance.

- I. The mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

3.01A.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. The city administrator is appointed and removed by the mayor.

3.01A.120 Mayor's Office Staff

The mayor may, subject to budget appropriation, appoint and remove office staff under his direction as necessary to support the performance of the executive and administrative duties of the mayor's office. The mayor's office provides staff to the several Sister Cities associations.

Article II Departments

3.01A.200 Departments and Offices – Establishment

The executive branch of the City shall be organized into departments and offices, which are hereby continued, created, or established as follows:

3.01A.205 Departments – Rights, Powers and Duties

Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor.

3.01A.210 Division Departments

The following departments shall be considered as division departments:

- A. business and developer services
- B. city attorney
- C. community and neighborhood services
- D. finance
- E. fire
- F. parks and recreation
- G. police
- H. utilities

3.01A.215 Accounting

- A. The accounting department provides various accounting services, including accounts payable, accounts receivable, payroll, purchasing, inventory, and budget control, for the City administration and some joint governmental agencies. The department compiles and produces the City's combined annual financial statements. It disseminates and monitors financial policies and internal controls, and provides analysis and reporting.
- B. The director of accounting serves on the City investment board.
- C. The purchasing section is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; maintaining and accounting for inventories; and the disposal of surplus property. The director of accounting, or a designee, is a permanent member of the committee to receive bids.

3.01A.220 Asset Management Group

The asset management group provides focused leadership in maintaining and managing the City's hard assets. This include the parking system, right of way work, all infrastructure capital programs including how all these areas relate to the combined sewer overflow and storm water solutions.

3.01A.225 Business and Developer Services

The department of business and developer services oversees planning and programming for services to enhance the quality of life in the community. It promotes economic growth, redevelopment and developer incentives.

3.01.230 City Attorney

- A. The office of the city attorney renders legal advice, counsel and services to the mayor, the city council, all City administrative agencies and employees, and certain intergovernmental agencies. The office drafts, reviews and approves ordinances, resolutions, contracts and other legal instruments and documents; gives written and oral opinions and advice to all City officers and employees concerning City affairs; and represents the City in all judicial and administrative proceedings not in the charge of special counsel.
- B. The office of the city prosecutor is the criminal branch of the office of the city attorney. It is responsible for the prosecution of all misdemeanor crimes and civil infractions that occur within the City of Spokane. The office is involved in every phase of criminal and civil infraction law from beginning to end including preparation, diversion, filing, negotiation, resolution, adjudication, sentencing, and compliance. It is the mission of this office to promote justice, to prosecute crime and to protect citizens in the City of Spokane.
- C. The city attorney appoints and removes assistant city attorneys and city prosecutors; and designates a city prosecutor.

3.01A.235 City Clerk

- A. The city clerk is the secretary of the municipal corporation; performing functions as provided in various state statutes, the Charter, the municipal code, council rules of procedure and city policies and procedures.
- B. The city clerk acts as editor and publishes the *official gazette*.
- C. The city clerk acts as the City's records officer.
- D. The city clerk is a member of the fire pension board and of the police relief and pension board.

3.01A.245 Community and Neighborhood Services

The department of community and neighborhood services provides support and direction for the City's community-oriented departments. This support is accomplished through ensuring effective expenditure of local, state and federal funds to benefit low and middle income citizens; providing direct services to improve quality of life; sharing

information and providing opportunities for citizens to be engaged in the city government decision making process; and ensuring the highest standards of customer service for City department's interactions with citizens.

3.01A.250 Community, Housing and Human Services

The community, housing and human services department, under the direction of the community, housing and human services board, administers federal, state and local grant programs to serve extremely low to moderate income citizens. The department provides staff support to the community, housing and human services board.

3.01A.255 Engineering Services

- A. The engineering services department is the design and construction arm of the City. It designs and manages construction of public street, sewer and water systems. It also assists private development by reviewing and approving plans, issuing permits for construction and inspecting infrastructure projects for compliance with federal, state and local requirements.
- B. The engineering services department also includes a traffic design group that coordinates transportation elements of projects designed in-house and by outside consultants. It also reviews transportation planning, street improvement proposals and transportation-related development issues.

3.01A.260 Finance

- A. The finance department manages the budget, supervises the internal/tax auditor, coordinates debt issuances and is responsible for establishing and maintaining sound fiscal management practices throughout the City.
- B. The chief financial officer shall attend all meetings of the city council finance committee, apprise the committee of the activities that he is responsible for and provide to the committee any information related to these activities that is requested. The chief financial officer shall also present to the committee changes in past practices or procedures or recommended ordinance amendments that he deems necessary to maintain or increase the efficiency or effectiveness of the financial services division or the financial operations of the City.
- C. The chief financial officer shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial updates and budget updates.

3.01A.265 Fire

- A. The fire division, through various departments, provides the community with a number of services, including but not limited to:

1. response to medical help, fires and other situations where the public calls for assistance;
 2. fire investigations, and code enforcement and engineering services augmented by public education, technical assistance for fire code compliance, inspections and safety assessments; and
 3. CPR and other educational classes.
- B. The fire chief is responsible for the leadership and management of the fire division and the various departments within the fire division.
- C. The fire chief or fire marshal is the “fire official” for enforcement of various federal and state fire codes, including fireworks and underground storage tanks.

3.01A.270 Fire Communications

The communications department’s primary responsibilities are to receive calls through the Community’s 9-1-1 system and dispatch appropriate resources to the public’s request for assistance as well as to communicate with and provide documentation and other support to fire and EMS response agencies and their field units. Includes assuring that facilities, equipment and systems are in place and operational for interoperable communication to occur between the public and responders in order to support the mission of the fire division as well as fulfill the obligations to provide contract dispatching services to other fire agencies.

3.01A.275 Fire Emergency Medical Services

The fire emergency medical services department is responsible for the medical systems necessary to provide quality pre-hospital basic life support and paramedic level critical care. Includes the management and oversight of the 9-1-1 ambulance transport contract as well as participation in the coordination of the overall community emergency medical services system.

3.01A.280 Fire Logistics

The fire logistics department manages and maintains the emergency response fleet of specialized apparatus, equipment, physical buildings and inventory that are in place and necessary to support the fire division’s mission.

3.01A.285 Fire Operations

The fire operations department primary responsibilities include response to fire, emergency medical services, rescue and other calls for service that typically occur through the community’s 9-1-1 system. Consists of personnel and equipment deployed

to field operations (stations and apparatus) as well as special operations and emergency incident management.

3.01A.290 Fire Planning and Information Management

The fire planning and information management department primary responsibilities are to develop and oversee the fire division's information technology plan and systems necessary to support the fire division's mission together with obligations to provide contract dispatching services to other fire agencies. Includes providing all aspects of information technology and information management services through development, purchase, installation and maintenance of routine and critical technological software and interoperable, secure infrastructure.

3.01A.295 Fire Prevention

The fire prevention department primary responsibilities are to manage and oversee the enforcement of the fire code and other applicable standards as well as other efforts to prevent injury and harm from fire and avoidable accidents. Includes the review of plans for new and remodel projects within the City; field inspections to insure compliance with required permits and codes; educational and other collaborative programs to minimize occurrence of fires, accidents and injuries in the community.

3.01A.300 Fire Training

The fire training department primary responsibilities are to lead and manage the training, educational and other systems necessary to assure operational readiness and compliance with governmental standards and regulations. Includes the management and oversight of the fire division's safety program.

3.01A.310 Fleet Services

The fleet services department has three sections:

- A. Equipment maintenance, which develops specifications for and administers the acquisition of motor vehicles and other rolling equipment, schedules and performs equipment maintenance and repairs, and maintains replacement schedules, rental rates and equipment history.
- B. Facilities maintenance, which provides preventive maintenance, emergency repairs, boiler inspections, minor repairs and other work on City facilities, coordinates major repairs and modifications by contract, reviews plans for new facilities, and maintains equipment inspection records as required by federal and state laws; and
- C. Communications management, which manages and maintains communications networks for the police, fire, water, engineering and other departments, develops

specifications for equipment acquisition, ensures compliance with Federal Communications Commission requirements, maintains replacements schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.

3.01A.320 Historic Preservation

The office of historic preservation serves as staff to the historic landmarks commission, providing:

- A. current inventories of historic places;
- B. technical information on the proper preparation and processing of nominations to historic registers;
- C. design review for Spokane Register properties;
- D. assistance to applicants in the preparation of documentation for special valuation;
- E. technical assistance to City departments on projects impacting historic resources;
- F. review of projects for impacts on historic properties, including Section 106 review;
- G. technical information and referral regarding rehabilitation/restoration of local historic properties, as well as information pertaining to tax incentives for historic preservation.

3.01A.330 Human Resources

- A. The human resources department administers all aspects of employment and labor relations, except the responsibilities of the civil service system, for City employees and some employees of other local agencies by agreement.
- B. The department administers employee orientation; counseling and conflict resolution through the employee assistance program; safety, training and discipline programs; wage, salary and fringe benefits; employee benefits, unemployment and workers' compensation, continuous improvement, collective bargaining; recruitment of employees exempt from civil service; and a number of employee records.
- C. The department is responsible for all diversity and equal opportunity programs that pertain to City employment.

3.01A.340 Information Technology

- A. The information technology department is responsible for information technology application and system support, to include electronic mail, telephone system, network infrastructure, city web site, help desk, GIS, datacenter operations, and security and monitoring systems.
- B. The mail room services section collects and distributes interoffice mail and posts outgoing City mail including utility billing invoices.
- C. The reprographic services section provides full digital imaging and printing services for the City.

3.01A.350 Management and Budget

- A. The department of management and budget assists the chief financial officer in budget development and administration by review and analysis of the City's financial condition, reporting as needed on revenues and expenditures of the various departments. The department is responsible for coordinating the development of the annual budget, budget control, financial forecasting and planning, and the budget activities of all departments.
- B. This department also assists departments with research projects, cost/benefit analyses and similar fiscal management and planning; and manages the City's indirect cost allocation plan.
- C. The taxes and license section administers the City's business registration process and administers the City's various municipal taxes. Its responsibilities include processing applications, registrations and returns; and billing, collecting, accounting and auditing of fees and taxes.
- D. The director of management and budget oversees the risk management department functions.

3.01A.355 Neighborhood Services and Code Enforcement

- A. The department of neighborhood services and code enforcement acts as the staff support for the neighborhood councils and community assembly, and primarily through these organizations, the citizens of Spokane.
- B. The department of neighborhood services and code enforcement serves as liaison between the legislative and executive branches of the City, the neighborhood councils and the community assembly.
- C. The code enforcement section coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws.

3.01A.357 Ombudsman – Police

See chapter 4.32 SMC.

3.01A.360 Parks and Recreation

- A. The procurement, disposition, improvement and management of parks, playgrounds, designated boulevards, designated parkways, trees in streets and other rights-of-way, and other designated public places is vested in the park board. The park board and its committees perform their function through the department of parks and recreation. The park board is also authorized by Spokane city charter to adopt a budget for the parks and recreation department.

- B. The parks and recreation department serves as administrative staff to, and receives policy direction from, the park board and receives administrative direction from the mayor. The parks and recreation department performs a complement of duties at the direction of the park board, including but not limited to:
 - 1. design, development and maintenance of parks, gardens, the arboretum, swimming pools and recreational grounds and facilities;
 - 2. development and management of the urban forestry program;
 - 3. operation and management of the municipal golf courses;
 - 4. operation and development of a variety of recreational programs serving the public;
 - 5. operation, maintenance and promotion of grounds facilities and activities at Riverfront Park;
 - 6. acquisition and long-range planning for future parks and open spaces as well as recreational services; and
 - 7. promotion, public relations, financial control and reporting.

- C. The municipal golf courses may be operated directly by the parks and recreation department or may be operated by licensed golf professionals under contract with the department.

3.01A.365 Planning and Development

- A. The planning and development department is responsible for preparation and maintenance of the comprehensive plan to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and

City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; and reviews development permits for compliance with land use codes.

- B. The department reviews and approves land use, civil, and building plans, makes zoning interpretations, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The “building official” is in the department and oversees all building code interpretations. The department addresses the community’s business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- C. Through the administration section, the department serves as staff to the plan commission, design review board and bicycle advisory board.

3.01A.370 Police

The police division through various departments is the primary law enforcement agency of the City with investigative, arrest and incidental powers over violations of federal, state and municipal laws, both criminal and traffic. In addition to patrol, surveillance, investigation and crime prevention education, division personnel perform administrative, communications, community relations, planning, records maintenance and training functions.

3.01A.375 Police Business Services

The police business services department is responsible for overall fiscal, human resources, and support services (records, property, planning, and fleet) to ensure the daily business and support operations of the police division.

3.01A.380 Police Communications

The police communications department is responsible for the police dispatch center, and responsible for the proper deployment of police division resources.

3.01A.385 Police Field Operations

The police field operations department is responsible for the personnel deployed to patrol, major crimes investigations, traffic, and specialized units for the day-to-day field operations for the police division.

3.01A.390 Police Investigations

The police investigations department leads the overall investigative resources for criminal cases in which the City of Spokane has overall jurisdiction.

3.01A.395 Police Public Information

The police tactical operations department is responsible for coordinating external communications with the public regarding the police division through the development of communication strategies and may serve as a media contact for the division.

3.01A.400 Police Tactical Operations

The police tactical operations department is responsible for the targeted crimes unit (detectives), patrol anti-crime teams, special investigations unit, property crimes and fraud detectives, abandoned auto unit, and special police problems.

3.01A.410 Probation

- A. The probation department supervises offenders placed on probation by the municipal court to ensure compliance with court orders, supervises conditions of pre-trial release, refers offenders to various community agencies for programs, facilitates evidence based programs proven to reduce re-offense, conducts pre and post sentence investigations, conducts financial screening for public defense services, works with law enforcement and community agencies to promote offender compliance and rehabilitation and promote victim and community safety.
- B. The chief of probation is appointed by the mayor after consultation with the presiding judge of municipal court and confirmed by the city council.

3.01A.415 Public Affairs / Communications

- A. The department of public affairs/communications informs citizens and employees about important City issues and provides opportunities for increased participation in government. Its efforts focus on three major areas:
 - 1. External communications with the public and the media;
 - 2. Internal communications with employees; and
 - 3. Media relations.
- B. The department uses a multi-media approach to provide information; the goal is to provide information in ways that are convenient for citizens and employees.
- C. Cable TV Channel 5.

1. Through City personnel or by contract, the City produces programming for the City government channel (CityCable5) available under the cable television system franchise.
2. The office of cable TV is operated by a City employee who is appointed by the mayor and confirmed by the city council.

3.01A.420 Public Defender

The office of public defender provides legal representation to indigent persons accused of misdemeanor and gross misdemeanor charges under the criminal and motor vehicle sections of the Spokane municipal code, who have been appointed by municipal court for representation. The office handles some county cases that have been conflicted to the City through agreement with the Spokane county public defender's office.

3.01A.430 Regional Emergency Communications Systems

The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.

3.01A.440 Retirement

- A. The retirement department is responsible for processing pensions for the Spokane employees retirement system and the LEOFF 1 police and firefighters' pension plans. Subject to state law, the Spokane employees retirement system and the firefighters' pension board provide for the proper investment of the moneys in the respective retirement funds. Under the direction of the respective boards, the retirement department administers the investment funds for these pension plans.
- B. The director and the assistant director are appointed by the mayor with the concurrence of the Spokane employees' retirement board. The director's appointment is subject to confirmation by the city council.

3.01A.445 Risk Management

The risk management department monitors potential and actual claims incidents involving loss or liability to the City. It provides liaison with the City's claims adjusters and develops procedures, methods and practices designed to avoid and to more efficiently handle risks of loss.

3.01A.450 Solid Waste Management

The solid waste management department is responsible for collecting solid waste and recyclables generated in the City of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the City except as assigned to the Spokane regional solid waste system department as allowed by law.

3.01A.460 Spokane Area Workforce Development Council Administration

See chapter 6.03 SMC.

The director and the assistant director are appointed by the mayor with the concurrence of the Spokane county board of county commissioners and the Spokane Area Workforce Development Council.

3.01A.470 Spokane Regional Solid Waste System

- A. The Spokane regional solid waste system department (regional system) handles solid waste disposal and related functions for solid waste generated in the City of Spokane not assigned to the solid waste management department. The regional system also handles solid waste disposal from other participating local government jurisdictions in incorporated and unincorporated areas of Spokane County pursuant to interlocal agreement.
- B. The regional system develops and administers recycling and composting programs and waste-reduction strategies for the City and participating local governments in Spokane County and provides staff support for the regional system liaison board. That board makes recommendations pursuant to interlocal agreements to the City and County regarding the management of regional system. Regional system programs include:
 - 1. waste-to-energy facility,
 - 2. recycling,
 - 3. composting,
 - 4. transfer stations,
 - 5. moderate-risk wastes,
 - 6. long-haul disposal, and
 - 7. administration.

3.01A.480 Street

- A. The street department is responsible for providing day-to-day safe and efficient movement of persons and goods throughout the City and for maintaining and preserving the City's public streets, bridges and traffic control devices. The department has two field operations sections: street maintenance and traffic operations.
- B. Street maintenance performs:
 - 1. bridge maintenance and inspection;
 - 2. pavement management evaluations; and
 - 3. roadway maintenance, street sweeping, leaf removal, snow and ice control, and weed control.
- C. Traffic operations perform:
 - 1. street signs and pavement markings installation, repair and maintenance;
 - 2. signals and lighting operations, repair and maintenance, cable system repair and maintenance;
 - 3. ITS operations and maintenance,
 - 4. street lighting inventory and design analyses;
 - 5. maintenance of city-wide traffic count program; and
 - 6. intersection visibility safety programs.

3.01A.490 Treasurer's Office

- A. The treasurer's office is responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses.
- B. The city treasurer is a member of the fire pension board and the police relief and pension board. The treasurer also serves on the City investment board.

3.01A.500 Utilities

The utilities department manages the City's public utilities including water, wastewater, and solid waste, as well as, overseeing the City's vehicle fleet.

3.01A.510 Wastewater Management

The wastewater management department is responsible for managing all wastewater in the City, including stormwater.

- A. The sewer maintenance section cleans and maintains the public storm and sanitary sewer mains and pumps on-site private treatment facilities when requested.
- B. The water reclamation plant section operates and maintains the water reclamation plant and the pump stations and associated pressure lines. It is also responsible for the biosolids management program of the City.
- C. The department also operates a collection and treatment program for stormwater and assists with the promotion and design of on-site stormwater treatment and dispersion facilities.

3.01A.520 Water and Hydroelectric Services

- A. The water and hydroelectric services department operates and maintains the public water supply system, including fire protection via public fire hydrants, and hydroelectric generating plant.
- B. The director of water and hydroelectric services is appointed by the mayor and confirmed by the city council.

Article III Quasi-Departments

3.01A.600 Spokane Municipal Court

- A. See chapter 5A.04 SMC.
- B. The clerk of the municipal court shall be appointed by the presiding judge of the municipal court upon a majority vote of judges present at a regularly scheduled judges' meeting. Under the direction of the presiding municipal judge, the clerk is responsible for the clerical functions of the court and for the operation of the municipal violations bureau.

3.01A.610 Spokane Public Library

- A. The Spokane public library, although an agency of the City of Spokane, is a separate statutory entity under chapter 27.12 RCW and other laws for certain purposes. As provided by state law, the board of trustees of the Spokane public library is the governing body of the municipal library system. The director of the library is the librarian, who is employed by and responsible to the board of trustees of the Spokane public library for all aspects of library administration and operation. By agreement the City performs budgeting, accounting and personnel administration services for the library.
- B. Whenever this code refers to “mayor” or “city council”, such terms shall mean “librarian” and “library board of trustees”, respectively, with respect to library matters. The term “employee” includes an employee of the Spokane public library, unless otherwise provided.
- C. Nothing in this code precludes the library board of trustees from adopting personnel, procurement, contracting and other policies pursuant to the authority of state law, including chapter 27.12 RCW and, specifically, RCW 27.12.210.

3.01A.620 Health

Any responsibility devolving upon the city health officer or, by similar terms, upon any local public health official, is the responsibility of the administrator of the Spokane Regional Health District as provided in chapter 6.04 SMC, and the administrator, as health officer, is empowered to enforce within the City all statutes and regulations of the government of the United States and the State of Washington and the ordinances and resolutions of the Spokane Regional Health District, Spokane County and the City and has, specifically, the right of entry and the inspection of all premises in the City as provided by law.

3.01A.630 Civil Service

- A. The civil service commission is established pursuant to sections 52 through 56 of the city charter. The specific powers and duties of the commission are set forth in the city charter.
- B. The civil service department provides clerical and administrative support to the civil service commission. The department performs duties required by article VI of the city charter, including job description, examination, maintenance of eligibility lists, and the investigation and processing of applications and appeals.
- C. The chief examiner is the director of civil service and supervises the staff of the commission. The chief examiner is appointed by and reports directly to the civil service commission.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

March 7, 2013

City Clerk File Nos.:

ORD C34964

ORD C34965

COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C34964 RELATING TO THE EXECUTIVE AND ADMINISTRATIVE ORGANIZATION OF THE CITY and ORDINANCE C34965 RELATING TO THE POLICE DIVISION

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, March 4, 2013, upon review of the March 11, 2013, Advance Agenda, Assistant City Attorney Barb Burns, along with City Administrator Theresa Sanders and Gerry Gemmill, Director of Local Government and Labor Relations, responded to Council inquiries and comments regarding Ordinance C34964 and Ordinance C34965. Council Member Salvatori suggested deferring these ordinances and that they be brought back through a committee so staff can explain the rationalization of the structure. Following further discussion, Council President Stuckart suggested delaying the ordinances to March 18 and that they be placed on the next Public Safety meeting agenda. Subsequently, the following action was taken:

Motion by Council Member Waldref, seconded by Council Member Salvatori, to **delay (defer)** these items (Ordinances C34964 and C34964) until March 18; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

03/04/2013

Date Rec'd	2/20/2013
Clerk's File #	ORD C34965
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0620 POLICE DEPARTMENT

Agenda Wording

AN ORDINANCE relating to the Police Division; adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code.

Summary (Background)

This ordinance moves text about the police department from chapter 3.01 SMC which is being repealed to a new chapter of the municipal code.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	LOWE, HEATHER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	hlowe@spokanecity.org	
For the Mayor	SANDERS, THERESA	cmeidl@spokanecity.org	
Additional Approvals		fstraub@spokanecity.org	
Purchasing			

ORDINANCE NO. C34965

AN ORDINANCE relating to the Police Division; adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 3.10 to title 3 to read as follows:

**CHAPTER 3.10
POLICE DIVISION**

Sections:

- 3.10.010 Police
- 3.10.020 Police – Extra-Duty Employment.
- 3.10.030 Police Volunteer Force.

3.10.010 Police

- A. The chief of police heads the police division and the police volunteer force, and regulates the extra-duty employment of officers in private security.
- B. The police division is the primary law enforcement agency of the City with investigative, arrest and incidental powers over violations of federal, state and municipal laws, both criminal and traffic. In addition to patrol, surveillance, investigation and crime prevention education, division personnel perform administrative, communications, community relations, planning, records maintenance and training functions.
 - 1. The chief of the police division administers the Spokane police department and the police reserve force and has the authority to make rules and issue orders for the proper functioning of the division, consistent with law, council policy and the rules of the civil service commission.
 - 2. The commissioned members of the police division are, and have all the rights and authority conferred, by law, on law enforcement officers, peace officers and constables.
 - 3. Specifically, but without limitation, members of the police division have the duty and the power to investigate and arrest in connection with suspected violations of any law of the City, the State of Washington or the United States; to serve the process, writs and warrants of municipal court; and to enforce all orders issued in cases of emergency, including the establishment of cordon lines.

4. Upon the retirement of a member of the police division, the mayor is authorized and is directed to deliver over to such retiring officer, to become the officer's personal property, the pistol which, as a part of his service equipment, has been previously given over into the officer's custody; that such pistol shall, by such delivery, be considered an added extra compensation for his services to the City and, upon such delivery, shall become the personal property of such officer. This provision shall have continuing effect from year to year, and shall be considered a part of each and every annual appropriation ordinance to be made hereafter.
5. The division's noncommissioned employees are in many cases classified as specialists by virtue of the City's civil service classification system. Noncommissioned police employees are required to receive specialized training and certification from the State of Washington depending upon their assignments. They also work in shifts and are held to the same standards of on-duty conduct as commissioned police officers.

3.10.020 Police – Extra-Duty Employment.

- A. As part of the responsibilities of the chief of police to administer the police division, the chief is specifically authorized to regulate extra-duty service of commissioned officers in private security.
- B. Any officer wishing to be eligible for extra-duty employment of a security nature is required to enroll in the program, thereby agreeing to abide by the special regulations established in divisional policies and procedures.
- C. Any person wishing to employ one or more officers to perform private security services in their capacity as police officers must contract for the services of the officer(s) with the City through the chief of police. By such contract the employer will reimburse the City for the costs of the security services, including wages and benefits of the personnel, equipment and administration. Wages are paid to the officers through the City payroll system.
- D. As circumstances require, the chief may decline a contract or modify the terms proposed by the prospective contractor, including without limitation, to reduce or add to the personnel and equipment to be furnished.
- E. Each contract must contain provisions explaining that even while on extra-duty assignment police officers have a primary obligation to the City and are subject at all times to be called away from such extra-duty assignment for emergencies, overtime duty, special assignments, or other reasons.

3.10.030 Police Volunteer Force.

- A. Pursuant to city council resolutions and ordinance, the police division has been authorized to create and maintain a variety of volunteer forces including law enforcement explorer scouts, reserve police officers, senior and specialized volunteers and the utilization, via contract with the Spokane Community College system, of law enforcement co-op students and interns. A city council resolution authorizes the screening, appointment, training, scheduling, supervision and equipping of these volunteers in exchange for their voluntarily contributed hours of service to the citizens of the City of Spokane via the police department in many different categories and assignments. In some cases volunteers are reimbursed for expenses such as travel, meals, lodging and training costs. The City also provides the necessary uniforms and safety and other equipment for these volunteers to utilize in the course of their duties.
- B. A police reserve corps ("the reserve") is created and established as an organization composed of individuals who shall have been appointed and sworn in as members thereof by the chief of police or by a designated assistant chief. The number of members of the reserve may be increased or decreased by any number deemed advisable by the chief during any fiscal year but shall not exceed two hundred at any time. Members are volunteer workers only, serve gratuitously, and are not deemed to be employees of the City for any purpose.
1. The chief establishes the requirements for membership in the reserve and may include physical, mental, aptitude, personality inventory and character standards and the successful completion of a training program. The chief may require a physical examination to be given at the City's expense.
 2. Whenever a person has met all of the requirements and has certified that he has read the provisions of this section the chief may, but is not required to, appoint and swear in such person as a member of the reserve.
 3. The chief, with or without cause, may terminate the membership of any member at any time and any member may resign at any time by written notification to the chief. Any person who shall cease to be a member shall immediately surrender all property of the City issued to him.
 4. The chief of police has complete authority and control over the reserve. The chief may establish by order rules and regulations governing the reserve and its members, providing for the maintenance of discipline and the assigning of members to perform duties.
 1. Each member of the reserve serves at least two assigned shifts each calendar month.

2. Each member of the reserve, while on duty, has the same power and authority, except to the extent that the same may be restricted or limited by the chief, as a regular police officer. Each member at all times other than while serving as such does not have any status, power, authority or duties as a police officer or as a peace officer and may not represent himself, identify or hold himself out to be a police officer or a peace officer.
5. Each member of the reserve may be issued at City expense equipment including a regulation firearm, a uniform, a regulation police baton, a cap badge and a badge, and an identification card.
 - a. Each item issued to a member of the reserve remains the property of the City.
6. The offense of criminal impersonation, as defined in SMC 10.07.021, includes impersonation of a member of the police reserve.
 - a. The mayor is authorized to include members of the reserve in the City's industrial insurance program as volunteers and to thereby provide medical aid benefits for injury proximately resulting from and suffered while on duty.
 - b. The mayor is directed to include members of the reserve among the officers and employees of the City whose actions are covered by the City's liability insurance. Members of the reserve have no other personnel benefits.
7. The mayor may cause members of the police reserve to be registered emergency services workers.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____



Agenda Sheet for City Council Meeting of:
03/18/2013

Date Rec'd	3/6/2013
Clerk's File #	ORD C34971
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	WALDREF & 625.6255
Contact E-Mail	AWALDREF@SPOKANECITY.ORG,
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 U HELP ORDINANCE

Agenda Wording

An ordinance relating to the Utility U-Help program; adopting a new chapter 13.09 to title 13 of the Spokane Municipal Code.

Summary (Background)

Chapter 35.92 and chapter 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” for municipal utilities and sewerage services. Sixteen and eight tenths percent (16.8%) of households in the City of Spokane reported an income below the poverty line at the time of the 2010 Census. The City Council has recognized that any increase of utility rates has a profound impact on the City’s low-income customers.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	FEIST, MARLENE		
Additional Approvals			
Purchasing			

ORDINANCE NO. C34971

AN ORDINANCE relating to the Utility U-Help program; adopting a new chapter 13.09 to Title 13 of the Spokane Municipal Code.

WHEREAS, chapter 35.92 and chapter 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” for municipal utilities and sewerage services; and

WHEREAS, Article 8, Section 7 of the Washington State Constitutions permits “support of the poor and infirm,”; and

WHEREAS, sixteen and eight tenths percent (16.8%) of households in the City of Spokane reported an income below the poverty line at the time of the 2010 Census and the City Council has recognized that any increase of utility rates has a profound impact on low-income customers; and

WHEREAS, through the expansion of the existing donation-based utility u-help program and formalization of a City-sponsored u-help program, the intent of the City Council is to offer expanded one-time limited assistance to its customers whose household incomes are in the lower ranges of the area’s income scale and earning less than the poverty level income; and

WHEREAS, the City Council has directed the Utility Department to transfer \$50,000 per year to the U-Help Assistance Fund, a separate fund managed by the City and designated to assist low-income customers with utility bills; -- Now Therefore

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 13.09 to Title 13 of the Municipal Code to read as follows:

CHAPTER 13.09 UTILITY U-HELP PROGRAM

Sections:

13.09.010	Purpose and Findings
13.09.020	Definitions
13.09.030	Qualifications
13.09.040	Application for Credit
13.09.050	Penalty for False Information

13.09.010 Purpose and Findings.

- A. The Spokane city council finds that it is appropriate for the City of Spokane to provide a credit against utility charges to qualifying low- income customers of the City's utilities who are facing utility shut-off.
- B. The council further finds that verification of this credit should be administered by a third party agency.

13.09.020 Definitions.

- A. "Applicant" means any individual applying for a benefit, discount or attempting to qualify as a low income customer.
- B. "City" refers to the City of Spokane.
- C. "Gross Income" includes any income that would be considered gross income under the Federal Internal Revenue Title 26, Subtitle A – Income Taxes, Chapter 1, Subchapter B, Part I, Section 61.
- D. "Low-Income Customer" means a person whose gross income is less than one hundred twenty five percent of the current poverty level guidelines issued by the U. S. department of health and human services and is a current residential customer of the City of Spokane utilities; and

13.09.030 Qualifications.

An applicant must qualify as a low-income customer to receive a utility service credit. To qualify as a low-income customer for any purpose under this chapter, an applicant must satisfy each of the following criteria:

- A. Current residential customer of City of Spokane utilities. The credit shall apply only to utility charges for services to a residence.
- B. Income.
The annual gross income of the applicant's household may not exceed one hundred twenty five percent of the current poverty level guidelines issued by the U. S. department of health and human services.
- C. The applicant must have received a final notice for utility account delinquency.
- D. The applicant is limited to one u-help assistance within a twelve month period not to exceed sixty dollars.

13.09.040 Application for Credit.

Applications for utility credit or discount shall be obtained from and filed with the third party program administrator. The applicant must submit with his application, income verification documentation which will be reviewed and evaluated.

13.09.050 Penalty for False Information.

The willful provision to the City of false information in an application for utility discount shall forfeit the applicant's eligibility for future credit. Additionally, the applicant shall be required to repay the amount of any utility credit received based upon such false information.

PASSED BY THE CITY COUNCIL ON _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 11, 2013

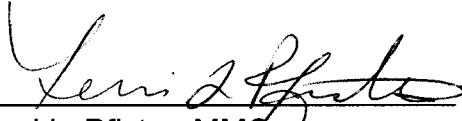
City Clerk File No.:
ORD C34956

COUNCIL ACTION MEMORANDUM:

RE: ORDINANCE C34956 RELATING TO THE BUSINESS LICENSING PROCESS

During the Spokane City Council 3:30 p.m. Briefing Session held Monday, February 4, 2013, upon review of Ordinance C34956 on the February 11, 2013, Advance Agenda, Internal Auditor Kim Orlob requested a 60-day deferral, to April 8, 2013, so that staff can do some further communication with the businesses that will be impacted by the proposed changes. Subsequently, the following action was taken:

Motion by Council Member Salvatori, seconded by Council Member Fagan, to so move (to defer Ordinance C34956 for 60 days, to April 8, 2013); **carried unanimously (Council Member McLaughlin absent).**


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

02/04/2013

Date Rec'd	1/23/2013
Clerk's File #	ORD C34956
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE
Contact Name/Phone	KIM ORLOB 6369
Contact E-Mail	KORLOB@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0410 - ORDINANCE - BUSINESS LICENSING PROCESS

Agenda Wording

An ordinance relating to the business licensing process; amending SMC sections 8.01.020; 8.01.130; 8.01.180; 8.01.190; 8.02.0206; 8.02.0207; 8.01.230; and 8.01.280

Summary (Background)

The City recently contracted with the Washington State Department of Revenue to operate and maintain its Business Licensing Program effective Fall 2012, resulting in the need to amend the City's municipal code to reflect the change in processing.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	Finance Committee - multiple
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	gcooley@spokanecity.org	
For the Mayor	SANDERS, THERESA	tdunivant@spokanecity.org	
Additional Approvals		korlob@spokanecity.org	
Purchasing		eschoedel@spokanecity.org	
		mlewis@spokanecity.org	

ORDINANCE NO. C34956

AN ORDINANCE relating to the business licensing process; amending SMC sections 8.01.020; 8.01.130; 8.01.180; 8.01.190; 8.02.0206; 8.02.0207; 8.01.230; and 8.01.280.

WHEREAS, the City of Spokane recently contracted with the Washington State Department of Revenue for operating and maintaining its Business Licensing Program, effective Fall 2012; and

WHEREAS, as a result of this contract, it is necessary to amend the Spokane Municipal Code to reflect the change in processing; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 8.01.020 is amended as follows:

8.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- A. "Business" includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the City with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.
- B. "Engaging in business" means commencing, conducting, or continuing in business, including delivery of goods and services, and the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- C. "Gross income" means the total income to the registering entity from engaging in business within the City without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.
- D. "Itinerant Vendor", as used in this section is defined in SMC 10.40.010.
- E. "Non Profit Corporation" or "Non Profit Organization" means a corporation or organization:

1. in which no part of the income can be distributed to its members, directors, or officers; and
2. that holds a income tax exemption status as provided in Section 501(c)(3) of the Internal Revenue Code, and as hereafter amended; or
3. that is specifically exempted from the requirement to apply for its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and as hereafter amended.

Where the term non profit organization is used, it is meant to include a non profit corporation.

F. (~~E.~~) "Personnel" means any person employed by or working for any business located within the City, and/or persons who perform any part of their duties within the City. This includes officer, owner, agent, or other staff function.

1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.
2. A sole proprietor, owner, or spouse are counted as personnel.
3. Each part-time or each temporary person must be counted as one personnel.
4. Volunteers are not counted as personnel in determining the business registration fee.

G. (~~F.~~) "Registrant" includes any person who:

1. engages in business,
2. is required to have a business license and/or registration,
3. is liable for any license fee, registration fee, or tax, or
4. performs any act for which a license fee, registration fee, or tax is imposed by this chapter.

Section 2 That SMC section 8.01.090 is amended as follows:

Section 2. That SMC section 8.01.130 is amended as follows:

8.01.130 Term of Registration

- A. A business registration is good for twelve months and must be renewed before expiration for the next twelve months.
- B. In order to convert to the Washington State business licensing (~~license~~) service, the existing expiration date may be changed and the respective registration fees may be pro-rated to coincide with the state system. Thereafter, all new registrations will be issued for a term of twelve months after which the renewal of the registration may be pro-rated in order to comply with the common expiration date setting of the business licensing service.

Section 3. That SMC section 8.01.180 is amended as follows:

8.01.180 Computation of Business Registration Fee

- A. As fixed in SMC 8.02.0206, in addition to the basic registration fee, the total business registration fee due includes a per-person fee amount applied to (~~is measured by~~) the total number of personnel of the business.
- B. All persons employed at each business location as of the time of a business registration renewal are to be counted in the number of personnel for registration fee purposes. As appropriate, such as in the case of a business with seasonal fluctuations in the work force, the number of personnel by which the fee is measured is the number shown upon the business payroll for each of the payroll periods during that year, added together and divided by the number of payroll periods.
- C. In the case of a new business, the fee for the initial business registration is based upon the registrant's estimated number of personnel.

Section 4. That SMC section 8.01.190 is amended as follows:

8.01.190 Fee Reduction

A reduced fee for (~~renewal of~~) a business registration in an amount stated in SMC 8.02.0206 may be granted to persons upon application under either of the following circumstances:

- A. **Low Gross Income.**
Registrants whose gross income does not exceed eighteen thousand dollars per calendar year or prorated for a partial calendar year are entitled to a reduced

business registration fee as specified in SMC 8.02.0206. Any applicant for a reduced fee registration must present sufficient proof of gross income to the City of Spokane taxes and licenses division that income earned from business activities in the City is below required limits. Proof of income must be shown by filed tax returns from the prior year.

- B. ~~Non-Profit ((Entities))~~ Corporations or Organizations as defined in SMC 8.01.020(E).
Effective June 1, 2013, businesses to which SMC 8.01.090 does not apply, and which are required to hold a city business registration under this chapter, but meet the definition of a non profit corporation or organization as defined in SMC 8.01.020(E)((Non profit entities which have received certification from the state and/or federal government)) are entitled to be issued a "nonprofit" business registration with a reduced business registration fee as specified in SMC 8.02.0206. Any applicant claiming ((for)) a reduced fee nonprofit registration must present sufficient proof of status as a 501(c)(3) organization under the Internal Revenue Code. ((non profit status as granted by the state or federal government.))

Section 5. That SMC section 8.01.230 is amended as follows:

8.01.230 Name or Location Change

If a business changes names or locations during a registration year, it must notify the Washington State business licensing ((license)) service and obtain a new registration document to display in the place of business which reflects the change of name or location. A change of location may require the filing of a new application through the business licensing ((license)) service, as described in this chapter.

Section 6. That SMC section 8.01.280 is amended as follows:

8.01.280 Delinquent Payment

If a registration is not renewed on time, a penalty may be assessed by the Washington State business licensing ((license)) service as provided in RCW 19.02.085.

Section 7. That SMC section 8.02.0206 is amended as follows:

8.02.0206 Business Registration

- A. A regular business registration basic fee is one hundred ten dollars per twelve-month period. ~~((The fee to register each unique name that identifies the business is twenty dollars per twelve-month period.))~~

- B. The basic fee for a nonresident business registration is one hundred ten dollars per twelve-month period.
- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
1. Businesses with fewer (~~((Fewer))~~) than six personnel in total: Ten dollars per person.
 2. Businesses with (~~((From))~~) six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more (~~((More))~~) than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing (~~((license))~~) service within thirty days of such event. The new owner must file an application with the Washington State business licensing (~~((license))~~) service to acquire a new registration, as provided in chapter 8.01 SMC.
- E. For businesses qualifying under SMC 8.01.190(A) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all (~~((in addition to any))~~) applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 8.01.190(B) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee and the applicable personnel fee is one-half of the amounts outlined in subsection C.
- G. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane treasurer's office for an amount equal to the consumer price index adjustment of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.

Section 8. That SMC section 8.02.0207 is amended as follows:

8.02.0207

New Business – Fire Department Safety Evaluations

A. The safety evaluation fee((s)) for fire department safety evaluations of new businesses: ~~((are the following:))~~ Ninety dollars.

~~((1. Processing fee for evaluation of low hazard general office operations:
Twenty five dollars.~~

~~a. Exceptions:~~

~~i. Home businesses where customers do not come to the residence.~~

~~ii. Peddlers or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.~~

~~2. Safety evaluation fee (which includes the processing fee): Ninety dollars))~~

1. ((a.)) Exceptions:

a. ((i.)) Home businesses where customers do not come to the residence.

b. ((ii)) ~~((Peddlers))~~ Itinerant Vendors or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.

c. ((iii)) Low hazard is defined as "general business office" operations where no ignition sources, flammable liquids, gases, or solids are present (i.e.: insurance office, tax consultant, attorney, accountant, therapy, hair/nail salon, coffee/ espresso stands, photography studios, etc.).

B. Businesses originally categorized as low hazard general office operations that were later determined to be a higher hazard by the fire department will be charged a sixty-five dollar safety evaluation fee in addition to the processing fee for the fire safety site inspection.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	ORD C34972
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER/AMBER WALDREF	Project #	
Contact E-Mail	BSTUM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 BUSINESS LICENSE ORDINANCE		

Agenda Wording

An ordinance relating to the business licensing process; amending SMC section 8.01.020.

Summary (Background)

The City's business registration provisions in SMC 8.02.0206 currently require a fee for each personnel in addition to the base fee. SMC 8.01.020 E.2. currently includes a sole proprietor, owner or spouse as personnel. This amendment would exclude a sole proprietor, owner and spouse as personnel.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	Finance Committee,
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C34972

An ordinance relating to the business licensing process; amending SMC section 8.01.020.

WHEREAS, it is necessary to amend the Spokane Municipal Code to clarify the definition of personnel for purposes of business registrations; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 8.01.020 is amended to read as follows:

8.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- A. "Business" includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the City with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.
- B. "Engaging in business" means commencing, conducting, or continuing in business, including delivery of goods and services, and the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- C. "Gross income" means the total income to the registering entity from engaging in business without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.
- D. "Itinerant Vendor", as used in this section is defined in SMC 10.40.010.
- E. "Personnel" means any person employed by or working for any business located within the City, and/or persons who perform any part of their duties within the City. This includes officer, owner, agent, or other staff function.
 - 1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all but one partner of a partnership (except limited partners), are counted as personnel within this definition.
 - 2. A sole proprietor, owner, ((~~or~~)) and spouse are not counted as personnel.

3. Each part-time or each temporary person must be counted as one personnel.

F. "Registrant includes any person who:

1. engages in business,
2. is required to have a business license /registration,
3. is liable for any registration fee or tax, or
4. performs any act for which a registration fee or tax is imposed by this chapter.

G. "Startup business" is any business not previously engaging in business in the City of Spokane. Businesses operating under the same or different name or different ownership with the past three years in the City do not qualify as start up businesses. In addition, a startup business may not exceed the income limitations of SMC 8.01.190.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
03/11/2013

Date Rec'd	2/27/2013
Clerk's File #	ORD C34970
Renews #	

Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	MARLA 625-6638	Project #	
Contact E-Mail	MPOWERS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650-ORDINANCE-CONDITIONAL USE PERMITS		

Agenda Wording

An Ordinance relating to Type II applications for Conditional Use Permits; and amending SMC sections 17C.110.110, 17G.060.050, 17G.060.120 and 17A.020.200

Summary (Background)

Changes in the development code to provide flexibility with processing Type II Conditional Use Permits and increased public process. Type II permits include conditional use permits for expansion/new buildings for daycares (more than 12 children), religious institutions, and schools in residential zones. The Spokane City Plan Commission held a workshop to study the proposed amendments on September 26, 2012 in addition to a yearlong process leading up to alternative (see attached)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	CHESNEY, SCOTT	Other	Plan Commission
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	mpowers@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		schesney@spokanecity.org	
		jsacco@spokanecity.org	
		htrautman@spokanecity.org	

ORDINANCE NO. C34970

AN ORDINANCE relating to Type II applications for Conditional Use Permits; and amending SMC sections 17C.110.110, 17G.060.050, 17G.060.120 and 17A.020.200.

The City of Spokane does ordain:

Section 1. That SMC section 17C.110.110 is amended as follows:

17C.110.110 Limited Use Standards

A. The paragraph listed below contains the limitations and correspond with the bracketed [] footnote numbers from Table 17C.110-1.

1. Group Living.

This regulation applies to all parts of Table 17C.110-1 that have a note [1]. Group living uses are also subject to the standards of chapter 17C.330 SMC, Group Living.

a. General Standards.

All group living uses in RA, RSF, RTF, RTF, RMF and RHD zones, except for alternative or post incarceration facilities, are regulated as follows:

i. All group living uses are subject to the requirements of chapter 17C.330 SMC, Group Living, including the maximum residential density provisions of Table 17C.330-1.

ii. Group living uses for more than six residents are a conditional use in the RA and RSF zones, subject to the standards of chapter 17C.320 SMC, Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

iii. Group living uses for more than twelve residents are a conditional use in the RTF and RMF zones, subject to the standards of chapter 17C.320 SMC, Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

iv. Exception.

Normally all residents of a structure are counted to determine whether the use is allowed or a conditional use as stated in subsections (A)(1)(a)(i), (ii) and (iii) of this section. The only exception is residential facilities licensed by or

under the authority of the state of Washington. In these cases, staff persons are not counted as residents to determine whether the facility meets the twelve-resident cut-off above, for which a conditional use permit is required.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses regardless of size and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses. They are also subject to the standards of chapter 17C.330 SMC, Group Living.

2. Office.

This regulation applies to all parts of Table 17C.110-1 that have a note [2]. Offices in the RMF and RHD zones and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses and are processed as a Type III application.

3. Basic Utilities.

This regulation applies to all parts of Table 17C.110-1 that have a note [3]. Basic utilities that serve a development site are accessory uses to the primary use being served. In the RA, RSF and RTF zones, a one-time addition to an existing base utility use is permitted, provided the addition is less than fifteen hundred square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing base utilities uses are permitted in the RMF and RHD zones.

4. Community Service Facilities.

This regulation applies to all parts of Table 17C.110-1 that have a note [4]. In the RA, RSF and RTF zones, a one-time addition to an existing community services use is permitted, provided the addition is less than fifteen hundred square feet and three or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing community services uses are permitted in the RMF and RHD zones.

5. Daycare.

This regulation applies to all parts of Table 17C.110-1 that have a note [5]. Daycare uses are allowed by right if locating within a building or

residence, and providing services to no more than twelve (children or clients). Daycare facilities for more than twelve children are a conditional use and are processed as a Type II application in the RA, RSF and RTF zones. However, in the RSF zone, daycare centers up to forty children are permitted if locating within a building that currently contains or did contain a college, medical center, school, religious institution or a community service facility.

6. Religious Institutions.

This regulation applies to all parts of Table 17C.110-1 that have a note [6]. In the RA, RSF and RTF zones, a one-time addition to religious institutions is (~~are a~~) permitted, provided the addition is (~~under~~) less than one thousand five hundred square feet and fifteen or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The planning director may require a Type II conditional use permit application be processed as a Type III application when the director issues written findings that the Type III process is in the public interest. Applicants must comply with the requirements set forth in SMC 17G.060.050 prior to submitting an application. New buildings or additions to existing religious institutions uses are permitted in the RMF and RHD zones.

7. Schools.

This regulation applies to all parts of the Table 17C.110-1 that have a note [7]. In the RA, RSF and RTF zones, a one-time addition to schools is permitted, provided the addition is less than five thousand square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The planning director may require a Type II conditional use permit application be processed as a Type III application when the director issues written findings that the Type III process is in the public interest. Applicants must comply with the requirements set forth in SMC 17G.060.050 prior to submitting an application.

8. Agriculture.

This regulation applies to all parts of Table 17C.110-1 that have a note [8]. The keeping of large and small domestic animals, including bees, is permitted in the RA zone. See chapter 17C.310 SMC, Animal Keeping, for specific standards.

9. Wireless Communication Facilities.

This regulation applies to all parts of Table 17C.110-1 that have a note [9]. Wireless communication facilities are either permitted or require a conditional use based on location and type of facility. See chapter 17C.355 SMC, Wireless Communication Facilities.

Section 2. That SMC section 17G.060.050 is amended as follows:

17G.060.050 Community Meeting

- A. All Type III applications and Type II applications where indicated in Table 17G.060-3 are required to proceed through a community meeting. The applicant or their representative shall conduct a community meeting regarding the proposed application no more than one hundred twenty days prior to application and before the application is accepted by the City. Notice for the community meeting shall be posted fourteen days prior to the meeting. When a traffic study is required as a part of an application, the scoping meeting for a traffic study may be combined with the community meeting. Public notice of a community meeting shall be provided as required in SMC 17G.060.110 through 17G.060.120.
- B. The applicant shall provide a summary of the meeting consisting of the following at the time of submission of the application:
 - 1. An audio tape of the meeting proceedings.
 - 2. List of attendees.
 - 3. A copy of the notice of community meeting; and
 - 4. Affidavits of posting/mailing the notice.
- C. Other attendees of the community meeting may also submit a summary of the meeting issues to the decision-maker.

Section 3. That SMC section 17G.060.120 is amended as follows:

17G.060.120 Public Notice—Types of Notice

- A. Individual notice is given in writing by regular U.S. mail or by personal service.
 - 1. Notice is given to:
 - a. all owners and taxpayers of record, as shown by the most recent Spokane County assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of

the boundary of the subject property, including any property that is contiguous and under the same or common ownership and control (RCW 36.70B.040(2)). The department may expand the mailing to include areas adjacent to the access easements and areas on the opposite side of rights-of-way, rivers and other physical features;

- b. any person who has made a written request to receive such notice, including any registered neighborhood organization as defined in chapter 17A.020 SMC representing the surrounding area;
- c. any agency with jurisdiction identified by the director.

2. Individual and newspaper notices must contain the following information:

- a. Type I, II, and III project permit applications:
 - i. Location of the property sufficient to clearly locate the site.
 - ii. Description of the proposed action and required permits.
 - iii. Name, address, and office telephone number of the City official from whom additional information may be obtained.
 - iv. Applicant name and telephone number.
 - v. Statement that any person may submit written comments and appear at the public hearing, if applicable.
 - vi. A statement that comments will be received on environmental issues, any environmental documents related to the proposed action, the SEPA status, and the appeal deadline for SEPA.
 - vii. A statement that written comments and oral testimony at a hearing will be made a part of the record, if applicable.
 - viii. A statement, in bold type, that only the applicant, persons submitting written comments, and persons testifying at a hearing may appeal the decision.
 - ix. Date and time by which any written comments must be received on the notice of application; and
 - x. Date of the application and date of the notice of complete application.

- b. In addition, for Type III project permit application:
 - i. Notice of community meeting: Date, time, and place of the meeting.
 - ii. Notice of public hearing: Date, time, and place of a public hearing.

B. Sign.

Posted notice is given by installation of a sign on the site of the proposal adjacent to the most heavily traveled public street and located so as to be readable by the public. The director may require more than one sign if the site fronts on more than one arterial or contains more than three hundred feet of frontage on any street.

- 1. The posted notice sign must meet the following specifications:
 - a. It measures a minimum of four feet by four feet, but sign size may be increased in order to contain all of the required information.
 - b. It is constructed of material of sufficient weight and strength to withstand normal weather conditions.
 - c. It is white with red lettering.
- 2. Posted notices must contain the following information:
 - a. The first line of text on the sign in four-inch letters reads: "NOTICE OF COMMUNITY MEETING" or the applicable notice type.
 - b. The second line of text on the sign in three-inch letters reads: "PROPOSED CONDITIONAL USE PERMIT, File #Z----- -CUP" or some other appropriate description of the proposed action.
 - c. The third line of text on the sign in three-inch letters reads: "COMMUNITY MEETING ON/PUBLIC HEARING ON/COMMENTS DUE BY (date, time, and location)."
 - d. The remaining lines of text, in three-inch letters, read as follows depending on the proposal:

TABLE 17G.060-2 CONTENT OF PUBLIC NOTICE						
Application	Proposed Use	Proposed Zone	Proposed Standard	Project Name	Acreage	# of Lots
Type I	X					
Type II	X			X	X ¹	X ¹
Type III	X	X ²	X ³	X	X ¹	X ¹
¹ Preliminary plat, BSP, PUD, short plat ² Rezone ³ For applications which modify a development standard						

- e. The applicant (or agent) name and phone number, the SEPA status, and the deadline for appeal of the SEPA determination.
- f. The last line of text on the sign in three-inch letters reads: "FOR INFORMATION: (City contact telephone number)."
- g. The following figure illustrates a posted notice sign:

Example "A"

NOTICE OF PUBLIC HEARING
PROPOSED ZONE CHANGE, FILE #Z2003-01-ZC
PUBLIC HEARING ON: 1/1/2004 AT 9:00 A.M.
LOCATED: COUNCIL BRIEFING RM., CITY HALL
 Proposed Zone: C1
 Proposed Use: Warehouse
 Applicant/Agent: John Doe, Phone (509) 999-0001
 SEPA: DNS, appeal deadline 12/24/03
 FOR INFORMATION: (509) 625-6300

Example "B"

NOTICE OF SEPA/APPLICATION
BUILDING PERMIT, FILE #B0300001
PUBLIC COMMENT DUE: 1/1/2004 AT 9:00 A.M.
 Proposed Use: Commercial
 Applicant/Agent: John Doe, Phone (509) 999-0001
 SEPA: DNS, appeal deadline 12/24/03
 FOR INFORMATION: (509) 625-6300

- C. Posting.
Posting of the notice as a letter, identical in form and content to individual written notice, shall be posted at “official public notice posting locations,” including:
1. the main City public library and the branch library within or nearest to the area subject to the pending action;
 2. the space in City Hall officially designated for posting notices; and
 3. any other public building or space that the city council formally designates as an official public notice posting location, including electronic locations.
- D. Newspaper notice is published in a legal newspaper of general circulation. The contents of the newspaper notice are as prescribed in subsection (A)(2) of this section. Newspaper notices are published on the same day of two consecutive weeks, the first no later than the number of days specified for the particular application type specified in this chapter.
- E. Other Notification.
The hearing examiner, with respect to permit applications for non-site specific issues, such as essential public facilities, may require or provide for such alternative or additional notice as deemed necessary and appropriate to serve the public interest. A notification plan may be required of the applicant by the hearing examiner indicating the form and time of notice appropriate to the scope and complexity of the proposed project.

TABLE 17G.060-3 COMMUNITY MEETING, PUBLIC NOTICE, REVIEW OFFICIAL, AND EXPIRATION FOR LAND USE PERMITS								
Permit	Type	Community Meeting	Notice of Application	Notice of Public Hearing	Review Official	Hearing Required	City Council Review	Expiration Of Permit ¹
Building and Code Enforcement								
Building Permit	I	No	Legal / Individual	No	Building Official	No	No	180 days
Grading Permit	I	No	Legal / Individual	No	Building Official	No	No	180 days
Demolition Permit	I	No	Legal / Individual	No	Building Official	No ²	No	180 days
Planning Services – Current								
Binding Site Plan	II	No	Posted / Individual	No	Planning Director	No	No	5 years
Certificate of Compliance (CC)	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	None
CC	II	No	Posted /	No	Planning	No	No	None

			Individual		Director			
Conditional Use Permit (CUP)	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 years
CUP ⁴	II	No	Posted / Individual	No	Planning Director	No	No	3 years
Floodplain with SEPA	I	No	Posted / Individual	No	Planning Director	No	No	180 days
Floodplain Variance	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 Years
Long Plat	III	Posted / Individual	Posted / Individual	Newspaper / Posted / Individual	Hearing Examiner	Yes	No	5 years
Plans-in-lieu	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 years
Plans-in-lieu	II	No	Posted / Individual	No	Planning Director	No	No	3 years
PUD	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	Yes	5 years ³
Rezone	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	Yes	3 years
Shoreline SDP	II	No	Posted / Individual	No	Planning Director	No	No	Must Comply with WAC 173-27-090
Shoreline CUP	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	Must comply with WAC 173-27-090
Shoreline Variance	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	Must Comply with WAC 173-27-090
Short Plat	II	No	Posted / Individual	No	Planning Director	No	No	5 years
Skywalk	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	Yes	2 years
Variance	III	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	No	3 years

¹ NOTE: Approval expires after the specified time if no permit to develop the project is issued by the City of Spokane or building permit expires without completion of the improvements.

² NOTE: Public Hearing is required if the structure is on the National Historic Register.

³ NOTE: If a planned unit development is approved together with a preliminary plat, the expiration date for the planned unit development shall be the same as the expiration date of the preliminary plat.

⁴ NOTE: Conditional Use Permits required under SMC 17C.110.110 Limited Use Standards for Religious Institutions and Schools will complete posted/individual notification requirements for a Community Meeting.

Section 4. That SMC section 17A.020.200 is amended as follows:

17A.020.200 “T” Definitions

- A. Temporary Erosion and Sediment Control Measures.
Erosion and sediment control devices used to provide temporary stabilization of a site, usually during construction or ground disturbing activities, before permanent devices are installed.
- B. Temporary Sign.
A sign placed on a structure or the ground for a specifically limited period of time as provided in SMC 17C.240.240(G).
- C. Temporary Structure.
A structure approved for location on a lot by the department for a period not to exceed six months with the intent to remove such structure after the time period expires.
- D. Tenant Space.
Portion of a structure occupied by a single commercial lease holder with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.
- E. Through Pedestrian Zone.
The portion of a sidewalk that is intended for pedestrian travel and is entirely free of permanent and temporary objects.
- F. Tideland.
Land on the shore of marine water bodies between the line of ordinary high tide and the line of extreme low tide.
- G. Total Maximum Daily Load (TMDL).
A calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant’s sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non point sources. The calculation shall include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation shall also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support

(fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

- H. Tower (Wireless Communication Support Tower).
Any structure that is designed and constructed specifically to support a wireless communication antenna array. Towers include self-supporting towers, guyed towers, a single pole structure (monopole), lattice tower, and other similar structures.
- I. Tower Compound.
The area containing support tower and ground equipment. The fence surrounding the equipment is the outer extent of the compound.
- J. Tower Height.
The vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna.
- K. Tracking.
The deposition of sediment onto paved surfaces from the wheels of vehicles.
- L. Tract.
A piece of land created and designated as part of a land division that is not a lot, lot of record or a public right-of-way. Tracts are created and designated for a specific purpose. Land uses within a tract are restricted to those uses consistent with the stated purpose as described on the plat, in maintenance agreements, or through conditions, covenants and restrictions (CC&Rs).
- M. Traveled Way.
The area of street which is intended to carry vehicular traffic, including any shoulders.
- N. Type I Application.
An application for a project permit that is subject to an administrative approval and is not categorically exempt from environmental review under chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC, and does not require a public hearing. Type I applications are identified in Table 17G.060-1 in chapter 17G.060 SMC. These applications may include, but are not limited to, building permits and grading permits.
- O. Type II Application.
An application for a project permit that is subject to ~~((a quasi-judicial))~~ an administrative decision of a department director, that may or may not be categorically exempt from chapter 43.21C RCW (SEPA), ~~((but))~~ and does not require a public hearing. The Type II applications are identified in Table 17G.060-1 in chapter 17G.060 SMC. These applications may include, but are not limited to, short plats, binding site plans, or shoreline substantial development permits.

and some conditional use permits; provided, the planning director may require conditional use permits which are otherwise characterized as Type II applications under this title to be submitted and processed as Type III applications when the director issues written findings that the Type III process is in the public interest.

P. Type III Application.

An application for a project permit that is subject to a quasi-judicial decision of the hearing examiner that may or may not be categorically exempt from chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance chapter 17E.050 SMC and requires a public hearing. Type III applications are identified in Table 17G.060-1 in chapter 17G.060 SMC. These applications may include, but are not limited to, rezones, conditional use permits, preliminary long plats, or shoreline conditional use permits.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendments to the Spokane Municipal Code
Chapter 17C.110-Limited Use Standards; Chapter 17G.060-Land Use Application
Procedures; Chapter 17A.020-Definitions**

A recommendation from the City Plan Commission to the City Council to approve amendments to the Spokane Municipal Code Chapter 17C.110-Limited Use Standards; Chapter 17G.060-Land Use Application Procedures; Chapter 17A.020-Definitions.

Findings of Fact:

- A.** The Plan Commission has been asked to consider and make recommendations to the City Council on proposed amendments to Chapter 17C.110-Limited Use Standards; Chapter 17G.060-Land Use Application Procedures; Chapter 17A.020-Definition to allow for additional public notice and flexibility in permit processing for Type II permits.
- B.** Citizen input through the Community Assembly have indicated an interest in creating the opportunity for a more public process for Type II permits. Type II permits include conditional use permits for expansion/new buildings for daycares (more than 12 children), religious institutions, and schools in residential zones.
- C.** Amending the City's development code will include adding language allowing the Planning and Development Services Director to require a Type II permit application to be processed as a Type III permit application where a written finding of the public interest is issued by the director. Changes also include the requirement of a Community Meeting prior to submitting an application in order to increase clarity for specific Type II applications. A change to the definition of a Type II permit from quasi-judicial to administrative is also proposed. Non regulatory changes include adding Neighborhood Council to the routing for review of applications and enhanced multi-media tracking of public comments received and to provide up to date project status on the City of Spokane web site.
- D.** City of Spokane Comprehensive Plan, Economic Development Chapter, Policy ED 7, Introduction states: *...ensuring efficient permit processes, and ...it is critical that the City of Spokane continue to support and participate in partnerships to promote economic development... Economic development strategies need to be far more interactive with public and private sector executives at the state and local levels. Second, state and community leadership should transcend political changes and elections...*
- E.** City of Spokane Comprehensive Plan, Economic Development Chapter, Policy ED 7.6, Development Standards and Permitting Process states: *Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.*
- F.** The proposed amendments were initiated and processed pursuant to the procedures set forth in Chapter 17G.025 SMC.
- G.** The Spokane City Plan Commission held a workshop to study the proposed amendments on September 26, 2012 in addition to a year long process leading up to alternative proposals including a Plan Commission Workshop June 8, 2011 and July 13, 2011, a presentation for

Community Assembly on August 23, 2011, and an Open House with the Plan Commission on September 9, 2011.

H. Notice of the proposed amendments to Chapter 17C.110, 17G.060, and 17A.020, and announcement at the Plan Commission meeting on October 24, 2012 of the Plan Commission's December 19, 2012 hearing by Planning and Development Services Director and notice was published in the Spokesman Review on December 5, 2012 and December 12, 2012. In addition a letter was mailed to 421 addresses, an email was sent, and notice was published in the Spokesman-Review on January 9, 2013 and January 16, 2013.

I. The City Plan Commission held a Public Hearing on December 19, 2012 and on January 23, 2013 to obtain public comments on the proposed amendments; deliberations followed.

J. One public testimony which favored the proposed amendment was heard by the Plan Commission. One written testimony received in favor of the proposed amendment.

Conclusions:

A. The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

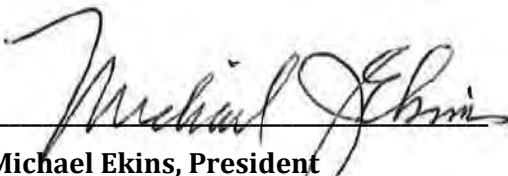
SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.025.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.



**Michael Ekins, President
Spokane Plan Commission**

January 23, 2013

Date

**Manito/Cannon Hill
Statement of Support
CUP Type II Code Revisions**

Dear Plan Commission Members:

We offer you this statement of support from the perspective of a neighborhood that was torn apart by the lack of a process that supported a community meeting.

As you may know, the Families of Manito group was created outside of the Neighborhood Council to address specific issues that arose from the current Type II process. After raising \$17,000 just to go through an appeal process, our neighborhood understands the importance of communication within the planning structure.

We support the proposed revisions to the CUP Type II Code. These changes make the process much more collaborative with the applicant and neighborhoods – the people who are directly impacted by the projects as they go through the planning process.

Our neighborhood is grateful for the efforts of Scott Chesney and the planning staff on this issue.

We are in support of the proposed revisions and ask that you forward your recommendation to the City Council for their approval.

Sincerely,
Deb Barnes
Chair, Manito/Cannon Hill Neighborhood Council
President, Families of Manito



Agenda Sheet for City Council Meeting of:
04/08/2013

Date Rec'd	3/27/2013
Clerk's File #	ORD C34973
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0370-GARNET-MYRTLE STREET VACATION HEARING

Agenda Wording

Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by City of Spokane, Park's Department.

Summary (Background)

At its legislative session held February 25, 2013 the City Council set a hearing on the above vacation for March 25, 2013 and on March 18, 2013 rescheduled the hearing to April 8, 2013. Since that time, staff has solicited responses from all concerned parties.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BROWN, ELDON	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		

Additional Approvals			
Purchasing			

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C34973

An ordinance vacating Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue.

WHEREAS, a petition for the vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue. has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue is hereby vacated. Parcel number not assigned, SE ¼ of Sec. 3-25-43.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities and Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Courtland Garnet

Myrtle

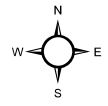
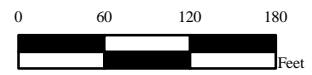
Courtland

Rebecca

Bridgeport

**Vacation of Garnett Avenue from
Rebecca Street to Myrtle Street
and Myrtle Street from the
Northline of the Alley North
Courtland Avenue to Garnett
Avenue**

Date: June 25, 2012



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6700 FAX (509) 625-6349

STREET VACATION REPORT
April 8, 2013

LOCATION: Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of the Alley North of Courtland Avenue to Garnet Avenue

PROPONENT: City of Spokane, Parks Department

PURPOSE: To consolidate Park property

HEARING: April 8, 2013

REPORTS: **AVISTA UTILITIES** – Retain easement for any existing utilities.

COMCAST – No objections provided access is maintained to the pole that feeds Esmeralda Golf Course.

CENTURYLINK – No comment.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No objection.

PLANNING AND DEVELOPMENT – DEVELOPER SERVICES – No objection. Existing parcels must be aggregated to insure no parcel is landlocked.

PLANNING AND DEVELOPMENT - TRAFFIC DESIGN

- Based on our GIS and Assessor's records there are three parcels that front Garnet Avenue. With Myrtle Street proposed vacation that leaves no legal street frontage for two of the existing parcels (3824 & 3828 E Garnet Avenue). The three lots would need to be aggregated to 3802 E Garnet Avenue since that will have frontage on Rebecca Street.
- Any existing public access to the Parks grounds should be preserved.
- Retain acceptable fire access.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No objection.

PLANNING SERVICES – No objection.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT – No. comment.

WASTEWATER MANAGEMENT – No objection, provided onsite runoff be maintained and handled on-site.

WATER DEPARTMENT – No objection.

BICYCLE ADVISORY BOARD – No comment.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities and Comcast shall be retained to protect existing utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Parcels shall be aggregated to insure no parcel is landlocked.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by June 30, 2013.

A handwritten signature in black ink, appearing to read "Perry Taylor", with a stylized flourish at the end.

Perry "Mike" Taylor, P.E.
Director