

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 13, 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. Increase administrative reserve on contract with Inland Asphalt Company (Spokane, WA) for Columbia Avenue from Division Street to Post Street and surrounding residential streets—\$32,495.79. Total reserve—\$193,687.63.
Ken Brown | Approve | PRO 2012-0018
ENG 2010112 |
| 2. Additional purchase of one 2014 Freightliner M2-106V Truck Chassis from Freedom Truck Center (Spokane, WA) for the Street Department—\$112,051.57 (including tax).
Gene Jacubczak | Approve | OPR 2010-0585
BID 3709-10 |
| 3. Purchase of products and services from Hotsy (Spokane, WA) without public bidding per Sole Source Resolution No. 2012-0037—estimated annual expense \$60,000 (including tax).
Gene Jacubczak | Approve | OPR 2013-0380 |
| 4. Low bid meeting specifications of Myers Power Products (Ontario, CA) for Replacement 5KV Switchgear for Upriver Switchyard #1—\$290,379 (including tax).
Mark Cleveland | Approve | OPR 2013-0381
BID 3930-13 |

- | | | |
|--|-----------------------------------|------------------------------|
| 5. Two-year Contract, with option for three one-year extensions, with Barr-Tech, LLC (Sprague, WA) for transporting, processing and composting of residential food and yard waste—estimated annual expense \$500,000.
<i>Scott Windsor</i> | Approve | OPR 2013-0382
RFP 3916-13 |
| 6. Collective Bargaining Agreement with Spokane Association of Fire Officers (SAFO) covering wages and benefits for the years 2013-2015.
<i>Erin Jacobson</i> | Approve | OPR 2013-0383 |
| 7. Report of the Mayor of pending 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 \$_____. | Approve &
Authorize
Payment | CPR 2013-0002 |

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)

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

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C34972 Relating to the business licensing process; amending SMC Section 8.01.020. (Deferred from April 15, 2013, Agenda)
Sponsors: Council Members Jon Snyder and Amber Waldref
- ORD C34981 Combining the water and sewer funds; adopting a new Section 7.08.402 to Chapter 7.08 SMC; repealing SMC Sections 7.08.400 and 7.08.401; and setting an effective date.
Rick Romero
- ORD C34982 Relating to the lawful use and access to the Spokane River; amending SMC Section 10.19.010 of the Spokane Municipal Code.
Sponsors: Council President Ben Stuckart and Council Member Jon Snyder

FIRST READING ORDINANCE

(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 8.01.180. (Deferred from April 29, 2013, Agenda)

Kim Orlob

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for May 13, 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 May 13, 2013, Regular Legislative Session of the City Council is adjourned to Monday, May 20, 2013.

NOTES



Agenda Sheet for City Council Meeting of:

05/13/2013

Date Rec'd	5/1/2013
Clerk's File #	PRO 2012-0018
Renews #	
Cross Ref #	
Project #	2010112
Bid #	
Requisition #	CR 13456 (BT)

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KEN BROWN 625-7727
Contact E-Mail	KBROWN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 ADMIN RESERVE INCREASE COLUMBIA STREET BOND PROJECT

Agenda Wording

Authorization to increase the administrative reserve on the contract with Inland Asphalt Company for Columbia Avenue from Division St. to Post St. and Surrounding Residential Streets for an increase of \$32,495.79 for total reserve of \$193,687.63.

Summary (Background)

Along with normally anticipated change order amounts there were two exceptional items that caused the cost of this project to increase. The estimated bid quantities for concrete work items were based on past practices. Due to new standards for ADA ramps these quantities were increased by approximately 35%. In addition due to the parabolic shape of the existing roadway an additional 1,000 Tons HMA Preleveling was needed to reshape the roadway.

Fiscal Impact

Expense	\$ 32,495.79
Select	\$
Select	\$
Select	\$

Budget Account

#	3404-49720-95300-56501-99999
#	
#	
#	

Approvals

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

Council Notifications

Study Session	
Other	PCED 5/6/13

Distribution List

sdecker@spokanecity.org
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mlesesne@spokanecity.org
jmalla@spokanecity.org
mhughes@spokanecity.org
rdykes@spokanecity.org

Additional Approvals

Purchasing	

BRIEFING PAPER
Department of Engineering Services
April 16, 2013

Subject:

This is a request for additional administrative reserve necessary for Project #2010112 – Columbia Avenue etal Residential Street Bond Project.

Background:

Along with normally anticipated change order amounts there were two exceptional items that caused the cost of this project to increase. The estimated bid quantities for concrete work items were based on past practices. Due to new standards for ADA ramps these quantities were increased by approximately 35% for an over-run of \$42,000.

Due to the parabolic shape of the existing roadway an additional 1,000 Tons HMA Preleveling was needed to reshape the roadway. This is an over-run of approximately 125% for \$70,000.

Impact:

The current amount authorized for this contract is sufficient to cover all but \$32,495.79 of added costs. The additional costs will be provided by the Street Bond fund. There are adequate funds in the street bond to cover this expenditure.

	Bid Amount:	\$1,611,918.43
	Original Administrative Reserves (10%):	\$ 161,191.84
	Total Project Cost:	\$1,805,606.06
	Requested additional Admin Reserves (2%):	\$ 32,495.79

Action:

Authorize an additional \$32,495.79 administrative reserve to allow us to make Final Payment for this project.



Agenda Sheet for City Council Meeting of:

05/13/2013

Date Rec'd	4/24/2013
Clerk's File #	OPR 2010-0585
Renews #	
Cross Ref #	
Project #	
Bid #	3709-10
Requisition #	RE #16609

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET ADDL PURCHASE OF SINGLE AXLE TRUCK CHASSIS

Agenda Wording

Additional purchase of one (1) 2014 Freightliner M2-106V truck chassis from FREEDOM TRUCK CENTER (Spokane, WA) for the City of Spokane Fleet Services Department - \$112,051.57 including tax

Summary (Background)

On 7/26/10 City Council awarded Bid #3709-10 for the purchase of single axle truck cab & chassis to Freedom Truck Center. Subsequently Fleet Services has identified an additional need for one (1) more truck cab & chassis. This truck cab & chassis is to build a new truck for the Street Department to be utilized as a Flusher/Sander/Plow truck.

Fiscal Impact

Expense	\$ 112,051.57
Select	\$
Select	\$
Select	\$

Budget Account

5110-71400-94000-56413
#
#
#

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 4/22/13
Distribution List	
	Purchasing : tprince
	Fleet Services: gjakubczak & fleetservices

Additional Approvals

Purchasing	PRINCE, THEA

	Taxes & Licenses

**FLEET SERVICES
MEMORANDUM**

April 23, 2013

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: ADDITIONAL PURCHASES UTILIZING BID # 3709-10

This is an order for three truck chassis utilizing the terms of bid # 3709-10. The vendor has agreed to hold the price originally quoted for this purchase.

These chassis will be used to build new trucks for the Street Department. The new trucks include:

1 Flusher/Sander/Plow truck

Chassis for Flusher/Sander/Plow Truck
Units 428246,
RE 16609

QTY	ITEM	TOTAL
1	2014 Freightliner M2-106V	\$55,450.00
1	2012 Model year upcharge	\$1,500.00
OPTIONS		
1	Exhaust Horizontal Muffler w/vertical tailpipe	\$610.00
1	Front frame extensions w/stationary grill Incl. air brakes	\$12,720.00
1	Front Engine PTO provision	\$0.00
1	Alt. cab to axle dimension 146" to 202" WB w/11/32" frame 193 WB, 126 CA	\$592.00
1	Heated, remote mirrors	\$185.00
1	200 amp. alternator	\$625.00
1	Limited slip differential	\$1,025.00
1	Air ride cab	\$135.00
1	Auxiliary radio power post	\$25.00
1	Auxiliary radio mounting position	\$115.00
1	Premium cab insulation - Silencer Package	\$395.00
1	Outside frame clear	\$0.00
1	Lower right hand door safety window	\$250.00
1	Air cleaner with inside/outside air control	\$275.00
1	Engine option - 260 HP w/660 lb. ft. torque - ISC	Incl.

1	Transmission option - 3500RDS-WR with PTO and 3 rd gear hold for snow plow operation.	\$4,700.00
1	Front suspension - 16,000 lb min. rated w/HD shock absorbers. To include springs, steering gear upgrade and appropriate brakes, tires, and wheels. Incl. air brakes	\$5,560.00
1	Front fender extension - 2 inch	\$250.00
1	Rear suspension - 23,000 lb. min. at ground with applicable springs, shocks, tires and wheels. Incl. air brakes	\$4,765.00
1	Frame - 31.0 Section Modulus, double rail	\$1,765.00
1	Right hand drive (dual steering positions)	\$9,850.00
1	Two speed rear axle	\$2,980.00
1	Back-up alarm	\$115.00
1	Factory mounted P.T.O. switch with indicator lamp	\$195.00
1	Factory mounted plow light harness and relays	\$395.00
1	Huck bolt fasteners	\$197.00
1	One (1)Additional factory switch	\$170.00
1	Vertical exhaust	\$610.00
1	Air Brake incl. credit	\$(2,560.00)
SUB-TOTAL	Chassis sub-total	\$102,894.00
Chassis Sales Tax	8.9% tax	\$9,157.57
GRAND TOTAL		\$112,051.57



Agenda Sheet for City Council Meeting of:

05/13/2013

Date Rec'd	4/24/2013
Clerk's File #	OPR 2013-0380
Renews #	
Cross Ref #	RES 2012-0037
Project #	
Bid #	SOLE SOURCE
Requisition #	VBO

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET SERVICES HOTSYS SOLE SOURCE

Agenda Wording

Authorizing the purchase of products and services from HOTSYS OF SPOKANE without public bidding per Sole Source Resolution approved by City Council on April 23, 2012 (RES 2012-0037) at a cost of approximately \$60,000.00 annually (including tax)

Summary (Background)

The Fleet Services Department utilizes six (6) Hotsys pressure washing units of various configurations at the Broadway Fuel/Wash Facility and the Normandie Maintenance Facility. Hotsys of Spokane is the only Hotsys dealer in the Spokane area and they provide warranty, maintenance and supplies for the machines. The dealer has an extensive supply of parts and can readily respond to maintenance requests for the machines.

Fiscal Impact

Expense	\$ 60,000.00
Select	\$
Select	\$
Select	\$

Budget Account

various
#
#
#

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 4/22/13
Distribution List	
	Purchasing: tprince
	Fleet Services: gjakubczak & fleetservices

Additional Approvals

Purchasing	PRINCE, THEA

	Taxes & Licenses

RESOLUTION 2012-0037

A resolution declaring Hotsy of Spokane a sole source for the maintenance, service, and product supplier for the Hotsy pressure washing machines utilized by the Fleet Services Department.

WHEREAS, the Fleet Services Department utilizes six (6) Hotsy pressure washing units of various configurations at the Broadway Fuel/Wash facility and the Normandie Maintenance facility. Hotsy of Spokane provides warranty, maintenance, and supplies for the machines. The dealer is the only Hotsy dealer in the Spokane area; and

WHEREAS, the Hotsy brand soap provided by the dealer maintains the warranties of the equipment including a lifetime warranty on the heating coils for the six units. The dealer also provides monthly preventive maintenance service and inspections at no additional charge as part of the package; and

WHEREAS, the dealer has an extensive supply of parts and can readily respond to maintenance requests for the machines. These machines are utilized daily to clean city vehicles and equipment. The Hotsy dealer is the only vendor that can provide warranty service and the premium soap product recommended for the machines to maintain warranties; and

WHEREAS, the cost of the products and related services exceeds the 2012 public bid limit; -- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Hotsy of Spokane a sole source for the maintenance, service and product suppliers for Hotsy pressure washing machines at an estimated cost of \$60,000.00 per year.

ADOPTED BY THE CITY COUNCIL ON April 23, 2012.

Kevin K. Roberts
City Clerk

Approved as to form:

B. Brun
Assistant City Attorney





Agenda Sheet for City Council Meeting of:

05/13/2013

Date Rec'd	5/1/2013
Clerk's File #	OPR 2013-0381
Renews #	
Cross Ref #	
Project #	
Bid #	3930-13
Requisition #	RE 16593 & 16632

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7960
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER PURCHASE OF SWITCHGEAR REPLACEMENT FOR UPRIVER SWITCHYARD #1

Agenda Wording

Low bid meeting specifications of Myers Power Products (Ontario, CA) for Replacement 5KV Switchgear for Upriver Switchyard #1 - \$290,379.00 including tax

Summary (Background)

On April 8, 2013 sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with Replacement 5KV Switchgear for Upriver Switchyard #1. Seven (7) responses were received with Myers Power Products being the lowest responsive bidder.

Fiscal Impact

Expense	\$ 290,379.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4100-42460-94000-56401
#	
#	
#	

Approvals

Dept Head	KEGLEY, DANIEL
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 4/22/13

Distribution List

Purchasing:	tprince
Water:	acline, mcleveland
Taxes & Licenses	

Purchasing

PRINCE, THEA	

SWITCHGEAR REPLACEMENT FOR UPRIVER SWITCHYARD #1

BID #3930-13 OPEN: 4/8/13

	Shallbetter, Inc. 3110 Progress Drive Oshkosh, WI 54901	Powercon Corporation 1551 Florida Avenue Severn, MD 21144	Myers Power Products 2950 E. Philadelphia St. Ontario, CA 91761	Wesco Dist. 2025 E. Trent Spokane, WA 99220	Stoneway Electric N 402 Perry Street Spokane WA 99202	CED 3717 E. Main St Spokane WA 99202	Eaton 3900 Dahlman Ave Omaha NE 68107
5K V Metal-Clad Switchgear	\$279,100.00	\$286,985.00	\$255,060.00	\$247,500.00	\$346,440.00	\$427,610.00	\$285,466.00
15K V Walk-In Enclosure to mate with existing 15K Switchgear	\$22,200.00	No Bid	\$12,078.00	\$120,195.00	\$97,215.00		\$17,520.00
Sales Tax – 8.7%	\$26,213.10	\$ 24,967.70 **	\$23,241.00	\$31,989.46	\$38,597.99	\$37,202.07	\$26,359.77
TOTAL BID:	\$327,513.10	\$311,952.70	\$290,379.00	\$399,684.46	\$482,252.99	\$464.812.07	\$329,345.78
Delivery	20-24 Weeks FRO	Drawings for approval 4 weeks FRO – Shipment to be in 14 weeks after drawings approved	24-26 Weeks FRO	18-20 Weeks from Approvals	18-20 Weeks from Approvals		180 days FRO
Business License Number	601-308-888	N/A	602-415-103	601-518-546	600-120-516	602-092-382	
Addenda Acknowledged	No	Yes	Yes	Yes	No	No	No
Additional Purchases	Prices good till 5/4/13	Prices good till 5/5/13	Prices good for 60 days	Prices good till 6/3/13	Prices good for 30 days	Prices good till 5/8/13	Prices good till 6/3/13
Accept Credit Card	Yes	No	Yes	Yes	No		No

BRIEFING PAPER
Public Works Committee
Water Department
April 8, 2013

Subject

The Contract for purchase of Replacement 5KV Switchgear for Upriver Switchyard #1 from Myers Power Products 2950 E. Philadelphia St. Ontario Ca 91761

Background

April 8, 2013 sealed bids were opened to provide the City of Spokane with Replacement 5KV Switchgear for Upriver Switchyard #1. Seven responses were received. Myers Power Products was the low bidder

Impact

This Switchgear will replace switchgear that is in need of replacement. The switchgear is part of the critical infrastructure at Upriver Facility providing power to Powerhouse #1, Well Electric and Parkwater wells. Total cost for Switchgear and Enclosures is \$290,379.00

Action

Recommend approval

Funding

Funding is from Water & Hydroelectric Department.

**Agenda Sheet for City Council Meeting of:**

05/13/2013

<u>Date Rec'd</u>	5/1/2013
<u>Clerk's File #</u>	OPR 2013-0382
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 3916-13
<u>Requisition #</u>	CR 13453

<u>Submitting Dept</u>	SOLID WASTE MANAGEMENT
<u>Contact Name/Phone</u>	SCOTT WINDSOR 625-7806
<u>Contact E-Mail</u>	SWINDSOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4500 SWM CONTRACT WITH BARR-TECH FOR FOOD & YARD WASTE PROCESSING

Agenda Wording

Two-year contract, with option for three one-year extensions, with Barr-Tech LLC (Sprague, WA) for transporting, processing and composting of residential food and yard waste -- annual estimated expenditure of \$500,000.

Summary (Background)

A Request for Proposals was issued to 18 potentially interested firms, with one response received that met the requirements specified in the RFP. Currently, all residential food and yard waste collected is being taken to the Waste to Energy Plant at \$44/ton. Barr-Tech's cost proposal of \$39/ton will save Solid Waste Management approximately \$60,000 per year and result in improved access for the public at the Waste to Energy Plant with the reduction of Solid Waste Management trucks.

Fiscal Impact

Expense	\$ 500,000 estimated annually
Select	\$
Select	\$
Select	\$

Budget Account

4500-44200-37148-54101
#
#
#

Approvals

<u>Dept Head</u>	WINDSOR, SCOTT
<u>Division Director</u>	ROMERO, RICK
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	PWC 04/08/13
<u>Other</u>	

Distribution List

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cwahl@spokanecity.org

**RFP#3916-13 TRANSPORTING, PROCESSING, AND COMPOSTING OF RESIDENTIAL YARD DEBRIS AND FOOD WASTE
DUE: MARCH 11, 2013**

Company/Agency	Contact	Address	City, State	Phone #	Email Address
Companies					
Cedar Grove	Jerry Bartlett (Vice Pres.) Denise Bartlett (Business Development)			(206) 713-5673 (206) 708-3823	jerryb@emeraldnw.com deniseb@emeraldnw.com
Empire Disposal	Dave Patterson			509-765-4263	DaveP@WasteConnections.com
Engineered Compost Systems	Steve Diddy	4211 24 th Ave. West	Seattle, WA 98199	(206) 634-2625	steve@compostsystems.com
NW Industrial Services Barr-Tech LLC	Ted Condon	665 N. Riverpoint Blvd., Ste 456	Spokane, WA 99202	(509) 939-6063	TedC@Barr-tech.net
Sunshine Disposal and Recycling	Marc Torre Dustin Bender	11320 W. McFarlane Road	Airway Heights, WA 99001	(509) 252-9060	marct@sunshinedisposal.com dbender@sunshinedisposal.com
Waste Management, Inc.	Marco Gonzalez	11321 E. Indiana	Spokane Valley, WA 99206	(509) 924-9400	mgonzal8@wm.com
AM Todd	Thad Schutt of AM Todd General manager of Royal Organic Products, LLC	(yard waste subcontractor to Waste Management)			TSchutt@amtodd.com
Columbia Basin Sales	John Thomason Chris Rose			509-350-0482	jt@earth-moving.net christine.l.rose@gmail.com
Organix, Inc. Web: www.organix.us	Russell V. Davis President	209 S. 2nd Avenue, Suite 100	Walla Walla, WA 99362	Phone: 509.527.0526 Fax: 509.527.0528	rdavis@organix.us

**RFP#3916-13 TRANSPORTING, PROCESSING, AND COMPOSTING OF RESIDENTIAL YARD DEBRIS AND FOOD WASTE
DUE: MARCH 11, 2013**

Synagro	Nicole Blankemeyer				nblankemeyer@SYNAGRO.com
URS Corporation Seattle Marketing www.urscorp.com	Laura Jacumin	1501 4th Avenue, Ste 1400	Seattle, WA 98101	T 206.438.2215 F 866.495.5288	Laura_Jacumin@URSCorp.com
Equip Company, Inc.	Nicole Bieri	6445 alden nash	Alto, MI 49302	616-682-4545	Nicole Bieri [nshepard@e-quip-co.com]
Environmental Engineering & Technology, Inc.	Damon K. Roth, P.E.	712 Gum Rock Ct.	Newport News, VA 23601	(757) 873-1534	Damon K. Roth [droth@eetinc.com]
Prime Vendor	Tara				bids11 [bids11@prime-vendor.com]
Cascade Materials		P.O. Box 1716	Snohomish WA 98291	425-238-3437 fax 360-568-9658	ca_ma@ymail.com
Goble Sampson Associates	John Simon			(425) 392 0491 phone (425) 736 4584 cell (425) 392 9615 fax	jsimon@goblesampson.com
G.R. Stockwell & Associates, Inc.	Glen R. Stockwell	(509) 540-6899	405 N. Division Street	Ritzville, Wa 99169	stockwellstocky@aol.com
CleanScapes	Schuyler Charf	5939 4th Avenue S	Seattle, WA 98108	(206) 859-6700	Schuyler Charf [schuyler.charf@cleanscapes.com]
AGENCIES					
City of Spokane	Scott Windsor Russ Menke				swindsor@spokanecity.org rmenke@spokanecity.org

**RFP#3916-13 TRANSPORTING, PROCESSING, AND COMPOSTING OF RESIDENTIAL YARD DEBRIS AND FOOD WASTE
DUE: MARCH 11, 2013**

	Rick Romero				rromero@spokanecity.org
Washington State Department of Ecology	Jim Wavada	Eastern Regional Office 4601 N. Monroe St.	Spokane, WA. 99205	(509) 329-3545	jwav461@ecy.wa.gov
WeCare Companies	Jason Fleury	9289 Bonta Bridge Rd.	Jordan, NY 13080	315-689-1937	Jason Fleury [jason.fleury@wecarecompanies.com]

BRIEFING PAPER

Utilities Division

April 8, 2013

Subject:

Establishment of a contract with Barr-Tech, LLC, 9117 Kallenberger Rd., Sprague, WA 99032 for the transporting, processing and composting of residential yard-waste/food-waste collected by the City of Spokane Solid Waste Management Department. The contract is for two years with potential of three (1) year extensions.

Background:

The Solid Waste Management (SWM) Department issued a RFP (#3916-13) for the transportation, processing and composting of yard-waste/food-waste collected from residential sources. Requests for proposals were sent to 18 firms. One response was received and met the RFP requirements. Currently, all residential collected yard-waste/food-waste is taken to the Waste-to-Energy plant. Current pricing is \$44.00/ton.

Impact:

Pricing submitted for this RFP (\$39.00/ton) should result in the savings to the Solid Waste Department of approximately \$60,000/yr. Impact to the SRSWS should be improved access for the public at the Waste-to-Energy plant on the residential side due to the lack of SWM truck traffic.

Action:

Recommend approval of the establishment of a contract.

Funding:

This contract, based on previous collections, should be approximately \$500,000/yr.

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City" and BARR-TECH, LLC, whose address is 9117 Kallenberger Road North, Sprague, Washington 99032, as "Operator".

WITNESSETH:

The parties agree as follows:

1. SCOPE OF WORK. The Operator shall perform TRANSPORTING, PROCESSING, COMPOSTING AND PRODUCT MARKETING OF RESIDENTIAL YARD DEBRIS AND FOOD WASTE.
2. CONTRACT DOCUMENTS. This written contract, the Operator's proposal, and the City's Request for Proposals constitute the contract documents. This written contract is intended as the final expression of the understanding of the parties and supersedes other conflicting provisions. Parol or extrinsic evidence is inadmissible to explain, vary, or contradict the express terms of this contract.
3. DEFINITIONS.
 - A. Acceptable Materials – Residential Yard Debris and Residential Food Waste. Other permitted organic materials may also be acceptable by mutual agreement of the parties. All other materials shall be considered unacceptable material.
 - B. City – City of Spokane, a Washington State municipal corporation, which is issuing this RFP.
 - C. Food Waste – Food waste, food scraps, and food-soiled paper, including approved compostable bags, and shredded paper mixed with food waste.
 - D. Operator – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.
 - E. Residential Food Waste – Food Waste derived from residential sources.
 - F. Residential Organics – Residential Yard Debris and Residential Food Waste.
 - G. Residential Yard Debris – Leaves, grass clippings, bark, weeds, flowers, twigs, pine needles, pine cones, and other yard prunings and garden spoils, including materials with clopyralid and/or other pesticide residues; limbs not more than six

feet (6') long and three inches (3") in diameter, and sod not more than three inches (3") thick, and approved compostable bags.

4. CONTRACT TERM. The contract shall begin upon notice to proceed, and end on March 31, 2015. Renewals or extensions, if any, shall be initiated at the discretion of the City subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods not to exceed five (5) years.

5. CONSIDERATION.

A. **General Payment Obligations.** The Operator is responsible for all costs incurred in transporting the material and operating the processing facility, including, but not limited to, labor, materials, utilities, maintenance, equipment replacement, insurance, taxes, permit conditions and regulations, and performance and permit compliance bonds and any other expenses involved in this contract except only where specified otherwise. The City's sole payment obligation for all services to be provided under the terms of this contract shall be payment of a Contract Fee and adjustments thereto.

B. The composting fee per ton shall be as shown below for any quantity of delivered material. The fee is Operator's sole and complete compensation for all services under this contract, including costs of transporting delivered materials the recycling facility, processing the materials, marketing of product(s), and handling of any Residuals, and all other services and expenses except only if specifically stated.

OPTIONS	SOLUTION	FINAL TIPPING FEE
A	Residential Organics (including Residential Yard and Food Waste with City vehicles delivering to the composting facility).	\$29/ton
B	Residential Organics (including Residential Yard and Food Waste with City vehicles delivering to Operator's permitted transfer station, with costs for final transporting to the compost facility being assumed by the Operator.	\$39/ton

C. Beginning with the first calendar month following the Service Commencement Date, and on a monthly basis thereafter, the Operator will be responsible for preparing and submitting, in a form suitable to the City, an invoice indicating the amount due and payable by the City for services rendered in the prior month. The City shall pay the amount due the Operator, when submitted on a proper invoice, less performance damages, if any, in accordance with existing City payment practices.

- D. In the event of a dispute of an invoiced amount, the City shall pay any undisputed portion of the amount due within the time period required for the payment, and any dispute resolution payment of the disputed amount.
- E. The City will pay any applicable sales and use tax related to the composting fee. The Operator will pay all other taxes whatsoever from its contract operations, including operating and maintaining the processing facility and equipment or sale of products or materials.
- F. Adjustment to the Contract
 - 1) Performance Damages for Rejected Material - The City will be responsible for preparing and submitting to the Operator, together with appropriate supporting documentation, claims for performance damages that arise from the rejection of materials by the Operator. The City may submit the claims on an on-going basis as the damages are incurred. The Operator shall be required to review the claims as they are received, and in the month that the claims are received, apply as a Performance Damage Credit in the calculation of the Contract Fee for that month, the aggregate amount of the claims, subject to the procedures for payment or crediting of disputed amounts described under General Payment Obligations.
 - 2) Performance damages to be credited to the City shall be the costs that the City has incurred for the transportation and disposal of wrongfully rejected material to the extent such costs exceed payments that would have been due the Operator had such material not been rejected.
 - 3) Inflation/Deflation Adjustment - The stated Contract Fee is considered a firm fixed price as of the Contract Execution Date.

5. FACILITY OPERATIONAL REQUIREMENTS.

- A. The Operator will have sole liability for all facility and equipment costs.
- B. The Operator shall maintain equipment compatible with City collection equipment and appropriately designed, constructed or modified to transport the proposed materials.
- C. The Operator is responsible for all costs incurred in operating and maintaining the processing facilities to receive, transfer and process contracted material, including, but not limited to, labor, materials, utilities, maintenance, equipment replacement, insurance, taxes, permit conditions and regulations, and permit compliance bonds.
- D. For each feedstock, the organics recycling facility must be operated and maintained in compliance with all applicable federal, state, and local

environmental and other permits; Washington State Industrial Safety and Health Administration (WISHA) requirements, if applicable; and federal, state, and local laws and regulations. Fire protection systems must be maintained in accordance with National Fire Protection Association codes, insurance underwriter requirements, and all local codes.

- E. The Operator will operate the facility and provide equipment redundancy and replacement as necessary to ensure a smooth, continuous operation. The facility shall be equipped with the necessary laboratory or testing instruments and equipment.
- F. The Operator will also institute appropriate procedures, including inspection procedures, to ensure that unacceptable material is not accepted in material. The Operator will give immediate notice to the City of inadvertent deliveries of unacceptable material.
- G. The Operator will be responsible for the disposal of unacceptable material in a manner ensuring that satisfactory odor, vector, dust, fire control, and surface water runoff and leachate control measures are employed to eliminate nuisance, health, and safety problems.
- H. The Operator must comply with monthly reporting requirements, the content and form of which will be developed prior to execution of an contract.
- I. The Operator is to have all permits necessary for operations.
- J. The Operator must operate the facility with safe management practices.
- K. Location of the Operator's organics facility must meet all facility permitting, environmental, land use, and any and all other applicable regulatory requirements including requirements from federal, state, or local sources.

6. PERSONNEL.

- A. The staff identified in the Operator's proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.
- B. The Operator shall provide the City with names, schedules, duties and contact information for personnel, including subcontractors, performing work under this contract.

7. RECEIVING AND PROCESSING STANDARDS.

- A. The Operator shall furnish all equipment and rolling stock, compatible with City collection equipment, necessary to transport the material from the Operator's transfer station to the processing facility in a timely manner.

- B. Operator vehicles weighed at the truck scales operated by the City/System located at each facility. The number of tons invoiced by the Operator shall be determined by deducting the inbound (unloaded) weight of vehicles from the outbound (loaded) weight of the vehicle.
- C. Receiving, Processing and Marketing Of Materials
 - 1) The facility, or transfer station, must be able to receive material as specified five (5) days a week. Material supplied by the City will not intentionally include non-compostable material. The City does not guarantee one hundred percent (100%) removal of contaminants, but will utilize reasonable efforts to remove the contaminants.
 - 2) The facility must have a peak throughput capacity of at least two hundred (200) tons per day. Facility design shall allow for the possibility of future expansion sufficient to increase the guaranteed throughput capacity by at least fifty percent (50%).
- D. The Operator will perform all process, product, and permit tests required, as specified in the facility's operating permits. The Operator will forward copies of all test results to the City.
- E. Disposal of unacceptable materials and residues unable to be processed will be the responsibility of the Operator.
- F. All components of the overall system shall comply with all federal, state, and local statutes, ordinances, rules and regulations. In particular, the Operator must be aware of and take into consideration all Washington State Department of Ecology regulations and revisions regarding applicable solid waste handling standards (WAC 173-350), general; air regulation for air pollution (WAC 173-400), SEPA (WAC 197-11), Health District regulations, and any other regulatory standards, practices, and requirements.
- G. The Operator shall operate a facility, and utilize an organics recycling process, that meets all federal state, and local laws, rules, regulations, permits and licenses, including, but not limited to, those regarding product quality, noise, dust, air quality, water quality, odor, worker safety, and any other applicable regulations.
- H. The Operator shall be responsible for marketing the finished products. All revenue from the sale of the recycled materials will be the property of the Operator. The City reserves the rights to any future carbon credits or offsets resulting from processing of the organic materials.

I. The Operator shall be responsible for the handling and disposal, including all associated costs, of all materials subject to this contract by Operator in a manner ensuring that satisfactory odor, vector, dust, and fire control measures are employed to eliminate nuisance, health, and safety problems.

8. INSPECTION.

A. The Operator shall arrange for an annual inspection of the processing facility by City staff.

B. The Operator shall institute appropriate inspection procedures at the processing facility to ensure that Hazardous Waste and/or Unacceptable Materials are not included in materials accepted. The Operator shall give immediate notice to the City of improper inclusion of Hazardous Waste and/or Unacceptable Materials delivered to ensure safe handling of the materials.

9. PERFORMANCE AND CONTRACTUAL REQUIREMENTS .

A. The Operator will have sole liability for all facility and equipment costs.

A. Facility and Transportation Operations

1) On and after the Scheduled Service Commencement Date, the Operator shall accept deliveries of yard debris and food waste, up to the maximum daily tonnage, between the hours of 7 a.m. and 5 p.m., five (5) days a week. On weeks with an official holiday, the facility must accept materials when City collections take place on a Saturday.

2) All equipment must be compatible with City collection equipment and appropriately designed and constructed or modified to transport the proposed materials.

3) The Operator shall have sole responsibility for marketing all products. Quantity of materials sold or used is to be included in Operator's monthly reports to the City.

4) The Operator is responsible for all costs incurred in operating and maintaining the processing facilities to receive, transfer and process contracted material, including, but not limited to, labor, materials, utilities, maintenance, equipment replacement, insurance, taxes, permit conditions and regulations, and permit compliance bonds. The sole liability of the City will be to pay the Contract Fee.

5) Materials must be recycled and not diverted to disposal.

B. Performance Guarantees

- 1) The Operator shall be obligated to accept material by the scheduled Service Commencement Date. In the event of delays beyond such date, the Operator shall be liable to the City for all costs incurred for alternative handling or disposal of yard debris, food waste, and/or other acceptable material.
- 2) The Operator guarantees acceptance of material during receiving hours up to peak throughput amounts. In the event of rejection of acceptable material when this limit is not exceeded, the Operator shall be liable to reimburse the City for any incremental costs incurred in making alternative arrangements for transfer and disposal to the extent the costs exceed payments that would have been due the Operator had the acceptable material not been rejected.
- 3) The Operator shall be obligated to operate the facility and vehicles in compliance with all applicable federal, state, and local environmental and other permits; WISHA requirements, if applicable; and all other federal, state and local statutes, ordinances, rules and regulations, and building/safety codes. Continued inability to do so will be grounds for termination of the Contract. All penalties shall be paid by the Operator. All liabilities will be assumed by the Operator.
- 4) The Operator assures the City that it will not now or hereafter become responsible as a generator for any facility cleanup or other associated cost for environmental remediation.

10. HAZARDOUS OR UNACCEPTABLE MATERIALS.

- A. Subject to City's obligations to screen Unacceptable Materials, the Operator is responsible for disposal of any Unacceptable Materials of which it takes delivery, but the same may not be counted by the City to fulfill the City's obligation to deliver minimum tonnages or payment therefore if the Operator gives notice of taking Unacceptable Materials within seventy two (72) hours of transfer of title, including a good and satisfactory showing that the materials came from a City source. Additionally, the Operator is not required to compost Unacceptable Materials. Operator must dispose of all Unacceptable Materials taken at its sole expense and liability. With respect to Residuals, Operator may dispose of them at its own expense and liability.
- B. The Operator is not required to accept Hazardous Wastes and Hazardous Wastes remain the responsibility of the City, provided further:
 - 1) The Operator may properly dispose of Hazardous Wastes and bill the City for its reasonable costs.

- 2) Hazardous Wastes do not count to fulfill the City's obligation.
- 3) The Operator may not claim costs against the City for disposal of Hazardous Wastes unless it notifies the City of a Hazardous Waste problem within seventy two (72) hours of physical delivery (but provided that the Operator may request reasonable additional time to perform laboratory tests to evaluate the characteristics of particular materials, which request shall not be unreasonably denied) and includes a good and satisfactory showing that the Hazardous Wastes came from a System source.

11. TRANSFER OF TITLE. Title to all materials furnished by the City passes irrevocably to the Operator at the time of a) transfer of physical control from the City to the Operator or b) the time the materials are weighed by the City for the Operator, whichever first occurs in any given circumstance. Materials not otherwise conforming to the requirements of Acceptable Materials nonetheless become Operator's responsibility

12. PUBLIC INFORMATION. The Operator shall have the City Contract Manager's written approval in advance for any public information if the Operator wishes to provide about the City's compost program. The City will provide publicity for the program through its regular educational outlets such as the Recycling Hotline and the Solid Waste Management website. The Operator is not required to provide any additional educational or promotional materials for the program.

13. RECORDS. The Operator shall maintain accurate records of all materials delivered and processed under this contract, and provide a monthly report to the City by the tenth (10th) day of the following month. The City shall provide weight slips to the driver, as Operator's agent at the time of delivery of each load. Operator's report, at a minimum, shall include:

- A. Quantity of material received and used.
- B. Quantity of compost and other products marketed and sold by the Operator.
- C. Results of test and laboratory analyses received during the month.
- D. In depth discussion of problems, incident reports and noteworthy experiences in program operation.
- E. Documentation for any incident reports, accidents or problems in compliance with any federal, state or local environmental, land use or other laws, regulations or requirements affecting or relating to Operator's operations under this contract.
- F. Quantity and composition of Residuals diverted for disposal if any.
- G. Full information on any Hazardous Waste problems.

H. Full information on Unacceptable Wastes taken.

14. CITY RESPONSIBILITIES. :

A. The City shall weigh all incoming vehicles and loads of outgoing material. At a minimum, the recorded data will indicate the time, date, and total tonnage picked up. Copies of weight slips will be provided to driver;

B. The City shall exercise reasonable good faith efforts to monitor its operation to avoid delivery of Unacceptable Materials and/or Hazardous Waste. In addition, The City shall exercise reasonable good faith efforts to implement a screening procedure during the loading process at its transfer stations, to avoid the delivery of Hazardous Waste and/or Unacceptable Materials. If, despite the City's reasonable good faith efforts, Unacceptable Materials are delivered to Operator, they shall become Operator's disposal responsibility. Yard waste debris supplied by the City will not intentionally include plastic bags, other non-compostable containers, garbage, or any other Unacceptable Materials.

C. The City shall start loading the Operator's trucks within a reasonable time, barring emergency closing of a site. The City will not pay Operator for any standby time.

F. The City shall have all incoming / outgoing Operator vehicles weighed at the truck scales operated by the City located at each facility. The number of tons invoiced by the Operator shall be determined by deducting the inbound (unloaded) weight of vehicles from the outbound (loaded) weight of the vehicle.

15. DEFAULTS AND REMEDIES

A. Events of Default by the Operator will include:

- 1) The bankruptcy or insolvency of the Operator.
- 2) Failure to implement the contract within the agreed upon period of time.
- 3) Continued failure to pay performance damages due to the City within thirty (30) days of the due date.
- 4) Continued failure to accept materials delivery within the limits of the Performance Guarantee.
- 5) Continued failure to operate the facility in compliance with all applicable federal, state and local permits, laws, requirements, and codes or receipt of a violation issued by a regulatory agency.

- 6) Continued failure to perform any other material obligation of the Operator under the terms of this contract.
- B. Should an Event of Default by the Operator occur, then, subject to due notice and a cure period, the City will seek remedies. As an alternative to this or any other remedy available to it under law, the City may sue the Operator for specific performance.
- C. Events of default by the City shall include:
- 1) failure to supply or pay for the minimum guaranteed amount of Acceptable Materials;
 - 2) failure to pay the Operator the composting fee and other amounts owed within sixty (60) days of the due date; or
 - 3i) breach of any other material term of this contract.

16. FORCE MAJEURE. Performance of any obligation under this contract shall be excused if prevented by force majeure. Force majeure shall be limited to acts of God, or the public enemy, terrorism, fire, or other circumstance beyond the reasonable control of a party which could not be anticipated in the exercise of due diligence, provided further, force majeure does not include operational problems in handling delivered materials, change of law or difficulties of compliance with contract obligations and contractually assumed risks.

17. TERMINATION.

A. Should an event of default by the Operator occur, the Solid Waste Management Director issues notice to the Operator of the circumstance, but failure to notify is no waiver to enforcement at a later time. Upon notice, the Operator has a period of up to thirty (30) days from the date of notice to cure, unless the default cannot reasonably be cured within thirty (30) days. In this event, the Operator shall have commenced to cure the default and thereafter exercise due diligence and good faith prompt performance. In all cases, it is the Operator's burden to demonstrate due diligence and good faith. If the default(s) remain uncorrected at the end of the cure period, the Solid Waste Management Director may at any time thereafter issue a Notice of Default Termination. Upon termination, all requirements for insurance and protection of the City from liability shall continue, but the City shall no longer have any duty to deliver materials to the Operator and Operator shall remain fully responsible for all System damages, losses and liability occasioned because of Operator's breach, including incidental and consequential damages. The Solid Waste Management Director may also pursue any available remedy against the Operator relating to termination.

- B. Should an event of default by the City occur, the Operator must give the Solid Waste Management Director thirty (30) days written notice, with full details, and opportunity to cure. Thereafter, in the event of failure to cure, the Operator may terminate the contract or sue for breach and money damages.
- C. Notwithstanding any other provision, the Solid Waste Management Director may terminate this contract at any time without cause and at its convenience on ninety (90) days written notice to Operator.

18. INDEMNIFICATION. The Operator 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 Operator's negligence or breach or its obligations under the contract. The Operator's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Operator's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Operator, its officers and employees shall apply only to the extent of the negligence of the Operator, its officers and employees. The Operator's duty to indemnify shall survive termination or expiration of the contract. The Operator waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

The above indemnification shall include without limitation liabilities arising pursuant to 40 C.F.R. Part 302, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Materials Control Act, the Community Right to Know Act, or Resources Conservation and Recovery Act, as amended 42 U.S.C. 6901, et seq., or analogous state laws. The Operator's indemnification shall include without limitation costs of laboratory, consultant, and attorney fees; court costs and litigation expenses; and monitoring, penalties, fines, settlements, damages, costs, service charges and/or expenses of whatever kind or nature.

19. EQUIPMENT DAMAGE.

- A. Normal contact between equipment cannot be avoided. City negligence is defined as significant or substantial damage to the Operator's trucks / trailers substantially caused by the fault of City employees. Should any claim be sustained, the City shall be entitled to a deduction from any claim for damages hereunder to the extent and percent that such actions are not the fault of City employees as provided herein.
- B. The City shall use ordinary care in the loading Operator trailers and shall be responsible for the cost of repair or replacement if a trailer is damaged or destroyed by City equipment through City negligence. The Operator must claim its costs in writing within thirty (30) days of occurrence, with full documentation of the incident and all costs claimed or the claim is waived. The cost shall be listed on the monthly invoice for services, together with an incident report verified and signed by System personnel. The Operator is responsible for ordinary wear and

tear on the trailers. Materials will be pushed into trailers by front-end loaders. The trucks will be loaded by overhead tamping equipment. Ordinary wear and tear would include, but not be limited to the impact of compacted materials delivered on the trailers.

20. INDEPENDENT CONTRACTOR. In the performance of the contract, the Operator is an independent contractor and not the agent or employee of the City. The Operator, its officers, employees and agents are not entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

21. INSURANCE. During the term of the contract, the Operator shall maintain in force at its own expense, each insurance noted below.

- A. Workers' Compensation insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers. Employer's Liability or Stop Gap insurance of not less than \$1,000,000 each accident or disease;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury and Property Damage. It shall include at least Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under the contract. It shall provide that City and County, their agents, officers and employees are Additional Named Insureds but only with respect to the Operator's services to be provided under this contract.
- 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, and coverage for transportation of contaminants. Limits may be increased up to \$5,000,000 under the same provisions as B.
- D. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.

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 the Operator or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Operator 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, the sixty (60) day cancellation clause, 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. The Operator shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

22. NOTICES Any notice(s) under this contract shall be in writing and either personally served or sent by certified mail, return receipt required, to the following persons:

City: Scott Windsor, Director
Solid Waste Management Department
City of Spokane
1225 East Marietta Avenue
Spokane, Washington 99207

Operator: Ted Condon, Managing Partner
Barr Tech, LLC
9117 Kallenberger Road North
Sprague, Washington 99032

Either party may, by written notice to the other, change the names and addresses given above.

23. COMPLIANCE WITH LAWS. The Operator and the City shall comply with all applicable federal, state, and local laws, rules, regulations, permits and licenses in performance of their respective duties under this contract, including, but not limited to, those regarding noise, dust, air quality, water quality, odor, and worker safety, except to the extent that more stringent standards are imposed by this contract.

24. 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 prior written consent of all parties who are signatories to this contract, which consent shall not be unreasonably withheld.

25. DISPUTES. This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court.

26. MODIFICATION. No modification or amendment of this contract shall be valid until it is reduced to writing and executed with the same formalities as this present contract.

27. 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.

28. 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.

29. 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.

30. NON WAIVER. Except as specified, failure by either party to enforce every term and condition of this contract shall not be considered a waiver of any portion of this contract, and each party reserves the right to enforce every provision herein to the fullest extent at any time.

31. 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 annual business registration. The Operator 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 Operator 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.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

BARR-TECH, LLC

Email Address, if available:

By: _____

Title: _____

13-104



Agenda Sheet for City Council Meeting of:

05/13/2013

Date Rec'd	5/1/2013
Clerk's File #	OPR 2013-0383
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	ERIN JACOBSON 6889
Contact E-Mail	EJACOBSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	2013-2015 COLLECTIVE BARGAINING AGREEMENT WITH SAFO

Agenda Wording

Authorization to enter into a collective bargaining agreement with Spokane Association of Fire Officers (SAFO) covering wages and benefits for the years 2013-2015.

Summary (Background)

The City of Spokane and SAFO have concluded negotiations and reached a Tentative Agreement for a successor collective bargaining agreement with a three-year term, from January 1, 2013 through December 31, 2015. The average annual increase in total cost of compensation over the three-year term is projected to be within the range of 1.41% to 2.36%, depending upon CPI in 2015.

Fiscal Impact

Expense	\$ 2013	\$26,309
Expense	\$ 2014	\$37,809
Expense	\$ 2015	\$8,268 - \$57,420
Select	\$	

Budget Account

#	various
#	various
#	various
#	

Approvals

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

Council Notifications

Study Session	exec session May 2, 2013
Other	
Distribution List	
	ejacobson@spokanecity.org
	hlowe@spokanecity.org
	dhendricks@spokanecity.org
	bwilliams@spokanecity.org
	bschaeffer@spokanecity.org
	tdunivant@spokanecity.org
	cdjones@spokanecity.org

Additional Approvals

Purchasing	

SAFO – 2013 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT

April 3, 2013

The following memorializes a Tentative Agreement (TA) constituting a full and complete settlement of the negotiations for a successor three-year contract commencing January 1, 2013. All proposals by either the City or SAFO that are not addressed below are withdrawn. The TA is subject to ratification by the SAFO membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and recommence negotiations.

1. Wages

Retain % differential above Captain, resulting in COLAs to match Local 29:

0% in 2013

1.9% first pay period of 2014

0%-3% CPI-U (August Sea-Tac-Brem) range effective the first pay period of 2015

2. Medical

Status quo for 2013.

In 2014, move to Local 29 Benefit Trust with City contributions of \$1566/member/month. The monthly contribution amount would increase by 4% per year thereafter.

SAFO would fall under all agreements the City has with the Spokane Fire Fighters Benefit Trust, or any agreement between the City and Local 29 regarding the same.

3. Debit/OT

- a. Beginning 2014, up to 120 of the 240 debit hours owed by 24-hour members will be used for draft shift coverage. Members will alternate working overtime shifts and debit time shifts to cover drafts, beginning with an overtime shift. Vacancies created by IMT or MOBE deployment are exempt and will be covered by overtime. Vacancies occurring on holidays will be covered by overtime unless a member chooses to use a debit shift.
- b. If a member uses all 120 shift debit hours, then subsequent vacancies will be covered by overtime shifts. If all 120 shift debit hours are not used, the remaining hours will be used as administrative debit time. The overtime/debit

time shift cycle will reset the first pay period of each year. If the OT budget is depleted before the end of any calendar year, the parties agree to discuss contract cost savings alternatives.

- c. Beginning 2014, 120 debit hours would be used for administrative work, including operational meetings and administrative work following shifts. Only ½ hour of administrative debit time will be used after shifts, rather than the current 2 hours.

4. **Agree to the following opening/counter proposals:**

SAFO 13 counter – vacation sell back of accruals over the maximum, limited to 48 hours of sell back per year

City 3 – grievance procedure housekeeping clarifications

SAFO 7 – 8 hour sick leave accrual increase

City 6 – require direct deposit (all members are currently on direct deposit)

SAFO 14 counter – include existing BC education requirement supplemental in contract

City 7 counter – deferred comp 2.75% (instead of current 2% + \$90 – proposal will be \$1/pay period less than current for this year, but the future COLAs will apply and result in an increase over time)

City 10/SAFO counter – include max of \$300,000 for life insurance, to be increased in \$50,000 increments if 1 and ½ times salary goes over \$300,000 in the future (no impact this contract)

SAFO 3 – include Salary Savings Plan

SAFO 4 – include backup response chief supplemental (with recent revision)

All remaining City and SAFO proposals will be withdrawn.

For the City of Spokane:

David A. Condon
Mayor

Theresa Sanders
City Administrator

 4/3/13

Erin Jacobson
Assistant City Attorney



Tim Dunivant
Budget Director

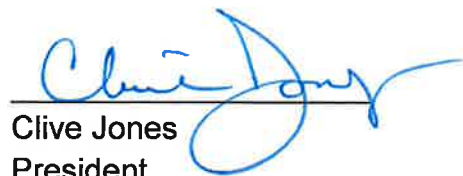


Brian Schaeffer
Assistant Fire Chief



Heather Lowe
Human Resources Director

For SAFO:



Clive Jones
President



Dave Haworth
Vice-President



Dan Brown
Negotiations Consultant



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

April 22, 2013

City Clerk File No.:
ORD C34972

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C34972 RELATING TO THE BUSINESS LICENSE PROCESS

During the Spokane City Council 6:00 p.m. Legislative Session held Monday, April 15, 2013, Council Member Snyder provided an overview of Final Reading Ordinance C34972. Subsequent to Council debate, the following action was taken:

Motion by Council Member Allen, seconded by Council Member McLaughlin, **to defer** Final Reading Ordinance C34972 to May 13 (so that it can go back to the next Finance Committee meeting on May 8); **carried 4-3 (Council President Stuckart and Council Members Snyder and Waldref voting “no”)**.

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 #	ORD C34972
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER/AMBER WALDREF 6254/6275	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	
<u>Dept Head</u>	WESTFALL, JENNIFER	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance Committee,
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	BURNS, BARBARA		
<u>For the Mayor</u>	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

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:**

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	ORD C34981
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS & UTILITIES
Contact Name/Phone	RICK ROMERO 625-6361
Contact E-Mail	RROMERO@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5200-COMBINING WATER-WASTEWATER FUND

Agenda Wording

An ordinance combining the water and sewer funds, adopting a new SMC section 7.08.402 and repealing SMC sections 7.08.400 and 7.08.401 and setting an effective date.

Summary (Background)

The City of Spokane has evaluated the operations and management of the City's Water and Hydroelectric Services Department and Wastewater Management Department; and as a result of this evaluation it has been determined that efficiencies and economies can be achieved by combining the two department funds and pursuant to RCW 35.67.331, it is necessary to amend the Spokane Municipal Code to reflect the change in processing.

Fiscal Impact

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

Budget Account

#
#
#
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Approvals

Dept Head	ROMERO, RICK
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	PWC 4/22/13
Other	
Distribution List	
	eschoedel@spokanecity.org
	rromero@spokanecity.org
Additional Approvals	cmarchand@spokanecity.org
Purchasing	bpatrick@spokanecity.org
	pdolan@spokanecity.org

ORDINANCE NO. C34981

AN ORDINANCE combining the water and sewer funds; adopting a new section 7.08.402 to chapter 7.08 SMC; repealing SMC sections 7.08.400 and 7.08.401; and setting an effective date.

WHEREAS, the City of Spokane has evaluated the operations and management of the City's Water and Hydroelectric Services Department and Wastewater Management Department; and

WHEREAS, as a result of this evaluation it has been determined that efficiencies and economies can be achieved by combining the two department funds and pursuant to RCW 35.67.331, 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 there is adopted a new SMC section 7.08.402 to read as follows:

7.08.402 Water-Wastewater Fund

- A. There is established the "water-wastewater fund". The funds presently known as the water fund and the sewer fund are abolished and in their place is established the new single combined "water-wastewater fund, effective the date of this ordinance.
- B. All receipts for water, hydroelectric services, wastewater services and all monies received by the water and hydroelectric services department or the wastewater management department, from the effective date of this ordinance, shall be deposited with the city treasurer and become a part of the water-wastewater fund.
- C. All the expenses and expenditures relating to the city water and hydroelectric services department and wastewater management department shall be paid from the water-wastewater fund.
- D. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City
- E. Any existing reserve accumulations as of the effective date of this ordinance shall be maintained and used as to their original designation.

Section 2. That SMC section 7.08.400 is repealed.

~~((7.08.400 — Water Fund~~

~~A. There is established a "water fund" which includes the hydroelectric function into which are paid all revenues derived from utilities operations, except wastewater and solid waste, and other receipts from deposits, charges and grants.~~

~~B. As provided in the annual budget, the water fund is appropriated to salaries and wages, maintenance and operation, debt service and capital improvements.))~~

Section 3. That SMC Section 7.08.401 is repealed.

~~**((7.08.401 Sewer Fund**~~

~~A. There is established a "sewer fund" into which shall be paid all revenues derived from sewer operations and from any other sewer related sources.~~

~~B. The sewer fund shall be budgeted annually for sewer operations. All moneys necessary for salaries and wages, other maintenance and operation costs, capital improvements and debt service shall be appropriated and paid from the sewer fund in such a way as to allow necessary and proper accounting and financial reporting of sewer operations.))~~

Section 4. Effective Date. This ordinance shall take effect and be in full force on July 3, 2013.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Creation of Water-Wastewater Fund
& Related Reorganization
City of Spokane Utilities Division
April 18, 2013

Subject

The creation of a combined Water-Wastewater Fund and related organizational changes.

Purpose

These changes will support integrated and holistic capital planning for water and wastewater.

Additionally, the changes will result in:

- Improved responsiveness.
- Greater flexibility to address emergent issues.
- The opportunity to leverage revenues to increase debt capacity.

For the long term, this approach will allow for better-maintained water and wastewater infrastructure to serve our community and its future growth.

Background

Our Water and Wastewater utilities truly are two parts of the City's water management system, if you will. The systems of pumps and piping are similar in both areas, and we find a comparable ongoing need for capital construction and main replacement. Both sides of the system have responsibilities to protect the aquifer, wellheads, and ultimately the quality of our drinking water, and additionally, efforts to reduce water consumption benefit both water and wastewater. To gain efficiencies, it has become clear that change is needed.

The Utilities Division is proposing a financial merger of the Water and Sewer Funds, creating the new Water-Wastewater Fund to support integrated and holistic capital planning for water and wastewater into the future. To support this merged approach, the Division also proposes blending engineering staff for water and wastewater capital projects who would be relocated to City Hall. It should be noted, however, that current capital reserves would be maintained separately and spent on projects in their respective areas.

The City would retain separate Water and Wastewater departments, and the operational budgets for those two departments would remain separate. Financial decisions and budgeting would be managed by the Utilities Division Director, and day-to-day operations would be managed by Operational Department Directors in each area.

Customers would continue to see separate line items on their utility bills for water and wastewater, and we anticipate near-term capital expenditures to be made consistent with the current split for water and wastewater charges. As you know, we have an aggressive construction schedule anticipated to deal with overflows from combined sewers and managing stormwater over the next 5 years, making wastewater expenditures higher during this period.

We recommend revisiting the rate structure in the future. We may want to consider development a single rate for an overall water management system that would incorporate the basic water charge as well as the wastewater component of our utility bills. We would recommend continuing a separate charge for water usage and possibly stormwater. We believe this review should be undertaken over time as this concept evolves.

Recommendation

Staff recommends Council approval of an ordinance to create the proposed combined Water-Wastewater Fund and support of the related organizational changes.



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	ORD C34982
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART & 625.6255 JON SNYDER
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG, JSNYDER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 ACCESS TO SPOKANE RIVER

Agenda Wording

An ordinance relating to the lawful use and access to the Spokane River; amending SMC section 10.19.010 of the Spokane Municipal Code.

Summary (Background)

SMC 10.19.010 currently prohibited access into the Spokane River from the east line of the Division Street bridge to the west line of the Monroe Street bridge. This ordinance would amended that boundary with the Division Street bridge from the east line to the west line, thereby allowing development of access under the Division Street bridge.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	WESTFALL, JENNIFER
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	

Distribution List

Additional Approvals

Purchasing

ORDINANCE NO. C34982

An ordinance relating to the lawful use and access to the Spokane River; amending SMC section 10.19.010 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 10.19.010 is amended to read as follows:

10.19.010 Swimming in River

- A. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon the water of the Spokane River at any point between the ((east)) west line of the Division Street bridge and the west line of the Monroe Street bridge.
- B. The chief of police may, in accordance with procedures and criteria the chief may from time to time prescribe, grant permits for a person or persons to be in that portion of the Spokane River known as the forebay, being the south channel between Havermale Island and the south bank.
- C. The fact that a person is wearing or in possession of swimming, diving or flotation gear or equipment on the bank of the river in the prohibited portion is sufficient ground for an arrest for attempt under this section and shall be prima facie evidence of intent.

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

May 2, 2013

City Clerk File No.:
ORD C34956

COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C34956 RELATING TO THE BUSINESS LICENSING PROCESS

During the Spokane City Council's 3:30 p.m. Briefing Session held April 22, 2013, upon review of the April 29 Advance Agenda items, Council President Stuckart noted there was discussion in the last Finance Committee meeting that is still being clarified and Administration is going back and defining and clarifying non-profits. He requested a deferral of Ordinance C34956 to May 13, which is after the next Finance Committee meeting, and so that it correlates with the ordinance (ORD C34972) sponsored by Council Member Snyder relating to sole proprietorships. Subsequently, the following action was taken:

Motion by Council Member Allen, seconded by Council McLaughlin, to so move (to defer First Reading Ordinance C34956 to May 13); **carried unanimously (Council Member Salvatori absent).**

Terri L. Pfister, MMC
Spokane City Clerk



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

April 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's 3:30 p.m. Administrative Session held Monday, April 8, 2013, upon review of the April 15 Current Agenda items, Council President Stuckart, noted that Ordinance C34956 relating to the business licensing process is going to be briefed in Finance Committee this week (Wednesday, April 10), and the Committee is going to come to a final conclusion. He requested a motion to defer the ordinance to the 29th (of April). Subsequently, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Fagan, to so move [to defer Ordinance C34956 to the 29th (of April)]; **carried unanimously.**

(Clerical Note: During the City Council's 6:00 p.m. Legislative Session held April 8, the City Clerk inadvertently read Ordinance C34956 as a first reading ordinance rather than correctly announcing that Ordinance C34956 is deferred to April 29. Ordinance C34956 will appear again under First Reading Ordinances on the Council's April 29 Agenda.)



Terri L. Pfister, MMC
Spokane City Clerk



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

February 11, 2013

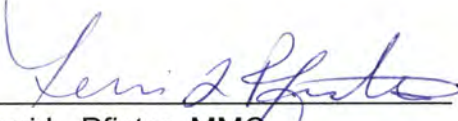
City Clerk File No.:
ORD C34956

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

<u>Date Rec'd</u>	1/23/2013
<u>Clerk's File #</u>	ORD C34956
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE
<u>Contact Name/Phone</u>	KIM ORLOB 6369
<u>Contact E-Mail</u>	KORLOB@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	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.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance Committee - multiple
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	gcooley@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	tdunivant@spokanecity.org	
<u>Additional Approvals</u>		korlob@spokanecity.org	
<u>Purchasing</u>		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. (~~E.~~) "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