

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 17, 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

- | | | |
|---|--|---|
| <p>1. Amendment to contract with Washington State Department of Transportation (GCB1350) for installation of electrical conduit and junction boxes at the intersections of SR291 (Francis Avenue) at Wall Street and Monroe Street—increase of \$23,197.96. Total contact amount—\$65,654.30.
Mark Serbousek</p> <p>2. Loan Agreement with Washington State Public Works Board for construction of the Garden Park Booster Station—\$921,990.
Mark Papich</p> <p>3. Agreement with Playfair Commerce Park, LLC (Spokane, WA) for Playfair expenditures eligible for reimbursement as part of the Haven Street LID project—\$69,162.26.
Eldon Brown</p> <p>4. Report of the Mayor of pending:</p> <p style="padding-left: 20px;">a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$ _____, with Parks</p> | <p>Approve</p> <p>Approve</p> <p>Approve</p> <p>Approve & Authorize Payments</p> | <p>OPR 2013-0046</p> <p>OPR 2013-0443
ENG 2010069</p> <p>OPR 2013-0444
ENG 2010165</p> <p>CPR 2013-0002</p> |
|---|--|---|

and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

b. Payroll claims of previously approved obligations through _____: \$_____.

CPR 2013-0003

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

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

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C34993 Relating to the Fire Code; amending SMC Sections 17E.010.300, 17F.040.170, 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.110, and 17F.080.310; repealing SMC Sections 17F.080.020 and 17F.080.440; declaring an emergency and setting an effective date.

Bobby Williams

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C34989 An ordinance relating to the Parking System Fund; amending Section 7.08.130 of the Spokane Municipal Code. (First Reading held June 3, 2013.)

Sponsors: Council Members Amber Waldref and Steve Salvatori

ORD C34990 Relating to on-street parking regulations; amending SMC Section 16A.61.561. (First Reading held June 3, 2013.)

Sponsor: Council President Ben Stuckart

ORD C34991 (To be considered under Hearings Item H1.)

Final Reading Ordinances Vacating:

ORD C34603 Spokane Street from 5th Avenue to I-90 requested by Foothills Mini-Storage, Inc. (East Central Neighborhood) (First Reading held June 7, 2010.)

Eldon Brown

ORD C34924 Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street, and the alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue requested by Avista Corporation and North Gorge Residential Partners. (West Central Neighborhood) (First Reading held October 9, 2012.)

Eldon Brown

ORD C34973 Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North line of alley North of Courtland Avenue to Garnet Avenue requested by the Parks and Recreation Department. (First Reading held April 8, 2013.)

Eldon Brown

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

ORD C34994 Relating to public utilities and services; amending SMC Sections 13.02.0204, 17F.040.075, and 17G.010.100; adopting new SMC Sections 13.02.0109, 13.02.0119, 13.02.01191, 13.02.0125, and 13.02.0127 to Chapter 13.02 of the Spokane Municipal Code.

Scott Windsor

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1. Final Reading Ordinance C34991 re-naming Perry Street and Erie Street north of Trent Avenue to "Iron Bridge Way" and "Iron Court" respectively. (First Reading held June 3, 2013.)

Pass Upon
Roll Call
Vote

ORD C34991

Scott Chesney

Motion to Approve Advance Agenda for June 17, 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 June 17, 2013, Regular Legislative Session of the City Council is adjourned to Monday, June 24, 2013.

NOTES



Agenda Sheet for City Council Meeting of:

06/17/2013

Date Rec'd	6/5/2013
Clerk's File #	OPR 2013-0046
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR13532

Submitting Dept	STREET
Contact Name/Phone	MARK SOUBOUSEK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1100 SIGNAL SYSTEM UPGRADES AT FRANCIS/MONROE AND FRANCIS/WALL

Agenda Wording

Amendment to WSDOT Contract GCB1350, OPR2013-0046, increasing the contract by \$23,197.96 for a total contract amount of \$65,654.30.

Summary (Background)

The WSDOT will install electrical conduit and junction boxes for the City of Spokane Street Department at the intersections of SR 291 (Francis Avenue) at Wall Street and Monroe Street per Agreement Number GCB 1350. Actual contractor bid exceeded initial estimates by approximately 55%, resulting in this amendment.

Fiscal Impact

Expense	\$ 23,197.96
Select	\$
Select	\$
Select	\$

Budget Account

#	1100-21300-28800-54801-99999
#	
#	
#	

Approvals

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

Council Notifications

Study Session	
Other	PCED 5/6/2013
Distribution List	Street: mdoval, aschenk, vmelvin
	jquintrall, jwest

Additional Approvals

Purchasing	

AGREEMENT NO. GCB 1350, AMENDMENT NO. 1

This Amendment No. 1 is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereafter the "STATE," and the City of Spokane, 808 W. Spokane Falls Blvd., Spokane, WA 99201-3343 hereinafter the "LOCAL AGENCY."

WHEREAS, the Parties previously entered into Agreement No. GCB 1350 on January 14, 2013, which provided for the reimbursement of costs to the STATE for the construction management and installation of electrical conduit and junction boxes of traffic signal systems along SR 291 (Francis Avenue) as part of the STATE's Project, SR 291, Francis Avenue to Stevens County Line on behalf of the LOCAL AGENCY, and

WHEREAS, the lump sum bid prices received by the STATE for the Work exceeded the allowed increase in cost as shown in Section 6.6, and

WHEREAS, The LOCAL AGENCY agrees to the increase in Work estimates pursuant to the bid prices, and the Parties agree to amend the Agreement to provide for the increase in the cost of the Work,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and RCW47.28.140, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Cost Estimate, Exhibit A is hereby deleted and replaced with Exhibit A-1, attached hereto and by this reference made a part hereof.
2. The maximum amount payable under the Agreement is hereby increased by Twenty-Three Thousand One Hundred Ninety-Seven Dollars and Ninety Cents (\$23,197.96), increasing the cost of constructing the Work to Sixty-Five Thousand Six Hundred Fifty-Four Dollars and Thirty Cents (\$65,654.30).
3. All other terms and conditions of the Agreement No. GCB 1350 shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment No. 1 as of the PARTY's date last signed below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

CITY OF SPOKANE

By: _____

By: _____

Print Name: Mike R. Gribner, P.E.

Print Name: _____

Date: _____

Date: _____

Title: Acting Regional Administrator

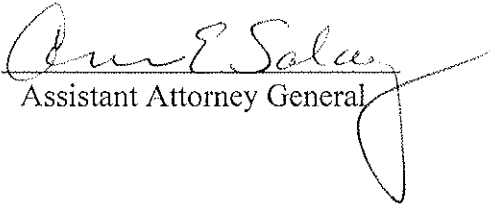
Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: 5-15-13

Date: _____

By: 
Assistant Attorney General

By: _____
City of Spokane Attorney

GCB 1350
Exhibit A-1
Cost Estimate

Traffic Signal System – Monroe

Lump Sum Bid Price	\$28,000.00
Sales Tax 8.7%	\$ 2,436.00
Mobilization 8%	\$ 2,240.00
Engineering 14%	\$ 3,920.00
Overhead 8.99%	<u>\$ 2,517.20</u>
Total	\$39,113.20

Traffic Signal System – Wall

Lump Sum Bid Price	\$19,000.00
Sales Tax 8.7%	\$ 1,653.00
Mobilization 8%	\$ 1,520.00
Engineering 14%	\$ 2,660.00
Overhead 8.99%	<u>\$ 1,708.10</u>
Total	\$26,541.10

Total Agreement Cost \$65,654.30



City of Spokane

Minor Contract Summary

OPR # OPR 2013-0046
 Cross Ref _____
 Destruct Date 201
 Clerk's Dist. 01/17/13 *SR*

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name 1100 Street Department
 Department Project # _____

New Contract
 CR # 13098
 Date: 1/14/2013

RECEIVED

JAN 16 2013

CITY CLERK'S OFFICE
 SPOKANE, WA

Contractor/Consultant

Name: **Bob Hilmes**
WA State Department of Transportation (WSDOT)
 Address: 2714 N Mayfair Street Remittance Address: Same
 City, State, Zip: Spokane, WA 99207-2090 City, State, Zip

Summary of Services

The WSDOT will install electrical conduit and junction boxes for the City of Spokane Street Department at the intersections of SR 291 (Francis Avenue) at Wall Street and Monroe Street per Agreement Number GCB 1350.

Amount: \$42,457

Budget Code: 1100-21300-28800-54801-99999

Maximum Amount

Beginning Date: 1/15/2013 Expiration Date: 12/31/2013 Open-Ended:

Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.
 Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Val Melvin

Funds are available in the appropriate budget account

Accountant *[Signature]*
 Department Head *[Signature]*
 Other *[Signature]*
 Other _____
 Signature _____

1/14/13
 Date _____
1-14-13
 Date _____
1/14/13
 Date _____
 Date _____

Distribution List

Contractor E-mail: <u>hilmesb@WSDOT.wa.gov</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>vmelvin, mdoval, aschenk</u>	Taxes and Licenses

BRIEFING PAPER
PCED
Street Department
May 6, 2013

Subject:

Signal system upgrades at the intersections of Francis & Monroe and Francis & Wall.

Background:

All approaches at the intersection of Francis & Monroe and the east-bound and west-bound approaches at Francis & Wall currently utilize island signal standards to provide protected left turns. These standards present a hazard to the traveling public and are also a maintenance issue as they have been hit many times. The Street Department is constantly looking for opportunities to replace island standards with overhead signals. Additional left turn overhead signals typically require new signal standards with longer mast arms.

The City of Spokane requested WSDOT to include installment of new signal conduits and j-boxes at the intersection of Francis & Monroe and Francis & Wall in their Francis grind and inlay project scheduled for summer 2013. Estimates provided to WSDOT that were included in the agreement between WSDOT and City of Spokane were based upon current standard bid prices. The contractor who was awarded the WSDOT project bid the City items of work at a cost approximately 55% over the estimated cost.

Impact:

This project will provide for protected-permissive left-turns at both Francis & Monroe and Francis & Wall, which will improve traffic operations through reduced delay and better coordination between these intersections. Furthermore, elimination of the left turn island standards will increase safety and reduce maintenance.

Not completing this signal work under this contract even with the additional costs would be cost prohibitive. WSDOT will be exposing the subgrade in which new signal conduits and junction boxes will be installed and then pave over those installations. In addition, WSDOT will also be reconstructing pedestrian ramps upon which the new signal standards will be placed to comply with ADA standards. Eliminating this work in the WSDOT contract and subsequently retrofitting conduits, j-boxes and signal standards would compromise pavement and sidewalk integrity and limit signal pole placement options due to ADA requirements.

Action:

Approve EBO for \$35,000 from the Street Department reserves to accommodate awarded bid items.



Agenda Sheet for City Council Meeting of:

06/17/2013

Date Rec'd	6/5/2013
Clerk's File #	OPR 2013-0443
Renews #	
Cross Ref #	
Project #	2010069
Bid #	
Requisition #	REVENUE

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MARK PAPICH 625-6310
Contact E-Mail	MPAPICH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900-LOAN AGREEMENT-GARDEN PARK BOOSTER STATION

Agenda Wording

Loan Agreement between the Washington State Public Works Board and the City of Spokane for construction of the Garden Park Booster Station.

Summary (Background)

The Loan for the Garden Park Booster Station is for the installation of new pumps and connection piping and construction of a new pump house. The existing pumps have reached the end of their useful life and need to be replaced. The efficiency of the new pumps will result in approximately \$20,000 in energy savings per year.

Fiscal Impact

Revenue	\$ 921,990.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4100 42410 99999 38271-99999
#	
#	
#	

Approvals

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

Council Notifications

Study Session	
Other	Public Works 6/10/13

Distribution List

sdecker@spokanecity.org
pdolan@spokanecity.org
mlesesne@spokanecity.org
mhughes@spokanecity.org
mpapich@spokanecity.org
acline@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

June 6, 2013

Mark Papich
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: Loan Contract Number: **EW13-961-116**

Dear **Mr. Mark Papich**:

Enclosed are two originals of your Construction Loan Contract. This Contract details the terms and conditions that will govern the agreement between us. Please review the terms and conditions of the Contract carefully. We recommend consulting with your legal advisor before accepting this loan offer.

When you have obtained the appropriate original signatures (do not use signature stamps), return both original contracts and all the attachments to the Public Works Board office within 60 calendar days of the date of this letter. Failure to return the contracts within this timeline may result in the loan offer being withdrawn.

After the Contracts have been signed by the Board, one fully executed original along with instructions for drawing funds will be mailed to you. We encourage you to store these and all pertinent documents associated with this project and loan offer in a file that is readily accessible to auditors for their periodic review.

We look forward to working with you over the course of your successful public works project. If you have any questions about this Contract, please contact me at the below listed address.

Sincerely,

Jeff Hinckle
PWB Staff
(360) 725-3060
jeff.hinckle@commerce.wa.gov

Enclosures:
ATTACHMENT I: ATTORNEY'S CERTIFICATION
Form EZ1



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Construction Loan Agreement between:

City of Spokane

and

Public Works Board

For:

Project Name: **Garden Park Booster Station Rehabilitation**

Loan Number: **EW13-961-116**

Loan Type: **Energy/Water Loan**

Execution/Start Date: Contract Execution Date
(to be filled by the Public Works Board)

DECLARATIONS

CLIENT INFORMATION

Legal Name: **City of Spokane**
Loan Number: **EW13-961-116**
Award Year: **2013**
State Wide Vendor Number: **SWV00338705**

PROJECT INFORMATION

Project Title: **Garden Park Booster Station Rehabilitation**
Project City: **Spokane**
Project State: **Washington**
Project Zip Code: **99201**

LOAN INFORMATION

Loan Amount: **\$921,990.00**
Total Estimated Cost: **\$1,650,000.00**
Total Estimated Funding: **\$1,650,000.00**
Loan Term: **24**
Interest Rate: **1.50%**
Payment Month: **June 1st**
Loan Reimbursement Start Date: **7/1/2012**
Time of Performance: **36 months from Execution Date of this Contract to Project Completion.**

SPECIAL CONDITIONS GOVERNING THIS LOAN AGREEMENT

None.

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.

DECLARATION (continued)

Loan Number:

EW13-961-116

Project Title:

Garden Park Booster Station Rehabilitation

Scope of Work:

Task 1: Construction of Booster Pumps and Facility

- 1. The RECIPIENT will install new pumps and piping for Booster Station.**
- 2. Construct necessary piping from Booster station to connection point (approximately 300 L.F.).**
- 3. Construct improvements to pump house**

Required Performance

- 1. Construct facilities in accordance with the construction documents, plans and specifications**

Contract Number: EW13-961-116

Washington State Department of Commerce

**PUBLIC WORKS BOARD
ENERGY AND WATER EFFICIENCY PROGRAM
CONSTRUCTION LOAN CONTRACT**

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative	
5. Contract Amount \$921,990.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2037
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 916001280	11. SWV # SWV00338705	12. UBI #	13. DUNS #
14. Contract Purpose The Board, defined as the Washington State Public Works Board, and the Contractor have entered into this Contract to undertake an energy and/or water efficiency project that furthers the goals and objectives of the Washington State Public Works Program.			
The Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ John LaRocque, Executive Director	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		This 3rd Day of December, 2012 _____ Rob McKenna Attorney General	
		_____ <i>Signature on file</i> Kathryn Wyatt Assistant Attorney General	

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**PUBLIC WORKS BOARD
CONSTRUCTION LOAN PROGRAM**

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in **THIS STYLE** for easier identification.
- E. **AWARD YEAR** shall mean the calendar year in which the funds were awarded to the Board for use in making loans under this program.
- F. **PAYMENT MONTH** shall mean the day and month of the year in which payments are due.
- G. Unless otherwise amended, the CONTRACT END DATE, as displayed on the Face Sheet, shall occur in the final year of the **LOAN TERM**, as counted from the **AWARD YEAR**. The actual date of contract execution shall have no effect on the CONTRACT END DATE.
- H. The **DEFERRAL PERIOD** shall be from the date of contract execution until one year after the date of project completion. The total Deferral Period shall not exceed 4 years in length.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor an Energy and Water Efficiency Construction Loan for an approved public works project.

1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake an energy and/or water efficiency project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems (deleted section)

This section has been deleted but title retained for document continuity.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Loan Repayments

Loan repayments shall be made on the loan in accordance with Section 1.16 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty amount beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.11.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

1.8 Eligible Project Costs

Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Program loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as a substitute for completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor

agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the declared **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

1.10 Performance Incentives

The Contractor shall complete the project no later than thirty-six (36) months after the date of contract execution.

Should the Contractor complete the project within twenty-four (24) months of the date of contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twelve (12) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor complete the project within twelve (12) months of the date of contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by thirty-six (36) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.11 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.

- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.12 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

1.13 Rate and Term of Loan

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

1.14 Recapture

The right of recapture shall exist for a period not to exceed three (3) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

These terms supersede the terms in Section 2.31. Recapture.

1.15 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.8. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and the Project Status Report, the Board shall promptly remit a warrant to the Contractor.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act, as described in Section 1.9, and
- A signed Public Works Trust Fund Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Contracts Administration Unit
Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Trust Fund monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.16 **Repayment**

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning at the end of the Deferral Period. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall

be on or before the "CONTRACT END DATE" shown on the Contract Face Sheet, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.17 Reports

The Contractor shall furnish the Board with:

- A. Project Status Reports with each Invoice Voucher,
- B. Project Reports at the end of each fiscal year,
- C. Certified Project Completion Report at project completion (as described in Section 1.12), and
- D. Other reports as the Board may require.

1.18 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

1.19 Termination for Convenience

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.20 Time of Performance

No later than thirty six (36) months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.21 Special Conditions

If **SPECIAL CONDITIONS** are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.22 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as **LOAN SECURITY**.

Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.4 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.5 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.6 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.8 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.9 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.10 AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

THE BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the BOARD.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or by sending a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the BOARD.
- Copy of the Management Letter.

2.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - B. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 - D. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- D. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

2.12 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.13 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
2. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
 3. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
 4. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.14 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.15 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.16 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.17 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.18 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.19 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.20 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.21 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the BOARD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the

Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, THE BOARD, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.22 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.23 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, The BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.24 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Environmental Protection and Review

Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.

HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Davis Bacon Act, 40 U.S.C. 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining

any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 U.S.C. 522a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

2.25 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.26 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.27 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.28 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to

cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

2.29 NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD’s Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

2.30 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.31 PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for THE BOARD’s review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

2.32 PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor’s procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.

- c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from the BOARD for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

2.33 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.34 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.35 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, The BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, The BOARD may recapture such funds from payments due under this contract.

2.36 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.37 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.38 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.39 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, The BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.40 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.41 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If THE BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.42 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.43 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.44 TERMINATION FOR CAUSE / SUSPENSION

In event the BOARD determines that the Contractor failed to comply with any term or condition of this Contract, the BOARD may terminate the Contract in whole or in part upon written notice to the

Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the BOARD upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the BOARD may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the BOARD to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the BOARD determines that the Contractor did not fail to comply with the terms of the Contract or when the BOARD determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.45 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.46 TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the BOARD, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the BOARD all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the BOARD; and
- D. Preserve and transfer any materials, contract deliverables and/or the BOARD property in the Contractor's possession as directed by the BOARD.

Upon termination of the Contract, the BOARD shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The BOARD may withhold any amount due as the BOARD reasonably determines is necessary to protect the BOARD against potential loss or liability resulting from the termination. The BOARD shall pay any withheld amount to the Contractor if the BOARD later determines that loss or liability will not occur.

The rights and remedies of the BOARD under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.47 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of THE BOARD.

2.48 WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

**PUBLIC WORKS BOARD
ENERGY AND WATER EFFICIENCY PROGRAM
CONSTRUCTION LOAN CONTRACT**

**City of Spokane
EW13-961-116**

I, Barbara A. Burns, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Public Works Trust Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney WSBA 11345

Date

Barbara A. Burns
Name

808 W. Spokane Falls Blvd., Spokane, WA 99201
Address

BRIEFING PAPER
Public Works Committee
Capital Programs
June 10, 2013

Subject

Public Works Trust Fund Water and Energy Efficiency Loan for the Garden Park Booster Station.

Background

The Garden Park Booster Station pumps water to two reservoirs in the City's Top pressure system which supplies water to the extreme southern portions of the City.

The Loan for the Garden Park Booster Station is for the installation of new pumps and connection piping and construction of a new pump house. The existing pumps have reached the end of their useful life and need to be replaced. These pumps are operating at an average efficiency of 56%. The new pumps will operate at an efficiency of 84%. This efficiency increase will result in approximately \$20,000 in energy savings per year.

This loan is required to be under contract by June 30, 2013. City Council will be briefed June 10th for action on June 17th in order to meet the short timeline.

Impact

The new booster station will allow water to be pumped more efficiently and reliably to supply the Top System.

Action

Council Approval of the Public Works Trust Fund Loan Agreement.

Funding

Public Works Trust Fund loan is for the amount of \$921,990 at an interest rate of 1.5 percent and a repayment period of 20 years. The total project cost is estimated to be \$1,650,000.



Agenda Sheet for City Council Meeting of:

06/17/2013

Date Rec'd	6/5/2013
Clerk's File #	OPR 2013-0444
Renews #	
Cross Ref #	
Project #	2010165
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-AGREEMENT-PLAYFAIR COMMERCE PARK

Agenda Wording

Agreement between the City of Spokane and Playfair Commerce Park, LLC, for Playfair expenditures eligible for reimbursement in the amount of \$69,162.26 as part of the Haven Street LID.

Summary (Background)

Playfair Commerce Park, LLC, hired a consultant (Thomas Dean and Hoskins) to perform certain engineering services as part of the Haven Street LID. Playfair directly paid Thomas Dean and Hoskins \$66,890.21 for its services during the project, and also paid Eclipse Traffic Control \$913.30 and Aztech Electric \$1,358.75, respectively, for services rendered on this project. The total amount is \$69,162.26 which is to be reimbursed to Playfair by the City.

Fiscal Impact

Expense	\$ 69,162.26
Select	\$
Select	\$
Select	\$

Budget Account

3200 49195 42800 54201
#
#
#

Approvals

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

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as “City” and the PLAYFAIR COMMERCE PARK, LLC, whose address is P.O. Box 11215, Spokane, Washington 99211-1215, as “Playfair”.

WHEREAS, Playfair purchased the Playfair site from the City; and

WHEREAS, Playfair was required to construct certain street frontage improvements on Haven Street (2010165), adjacent the Playfair site, as a SEPA requirement to the grading permit application for the site development; and

WHEREAS, instead of just constructing its frontage improvements, Playfair chose to fully improve portions of Haven Street / Olive Avenue / Fiske Street using the Developer Local Improvement District (LID) Process; and

WHEREAS, the Developer LID included street and infrastructure improvements in streets as follows: starting at the southerly edge of the Union Pacific Railroad Right-of-Way on Haven Street just north of Sprague Avenue, proceeding north on Haven to Olive Avenue, proceeding east on Olive to Fiske Street, and thence north on Fiske to Alki Avenue; and

WHEREAS, Playfair returned the LID petition with over eighty percent (80%) support; and

WHEREAS, the LID was processed through the City Council in 2011/2012 with the assessment roll being finalized in 2012 prior to construction of the project; and

WHEREAS, Playfair prepared a Request for Proposals to select a consultant to provide design work, including preparation of design plans, an engineer’s estimate, project coordination, and some construction administration (as-builts, construction coordination with adjacent property owners regarding irrigation for landscaping, etc.); and

WHEREAS, Thomas Dean and Hoskins was selected as the project consultant (Note: the firm is one of the top ranked consultants on the City’s list of qualified consultants to perform this type of work); and

WHEREAS, City staff prepared the project specifications and performed the primary construction management for the project; and

WHEREAS, the LID project was bid and constructed in 2012 with costs coming under the previously finalized LID Assessments. Thus, staff has only to adjust the final assessment roll using final costs and does not need to go back to City Council; and

WHEREAS, Playfair directly paid Thomas Dean and Hoskins in the amount of \$66,890.21 for its services during the project; and also paid Eclipse Traffic Control (\$913.30) and Aztech Electric (\$1,358.75), respectively, for services included in the project. Thus, Playfair has paid a total of \$69,162.26 for services rendered on this project; and

WHEREAS, Playfair has an understanding with the City as follows:

- City will reimburse Playfair for the \$69,162.26
- City will include the \$69,162.26 as a “non-overhead” engineering expense in the final assessment roll ; and

WHEREAS, the cost of the reimbursement exceeds the minor contract threshold and requires approval by the City Council; -- Now, Therefore,

The Parties agree as follows:

1. REIMBURSEMENT. The City agrees to pay Playfair Commerce Park, LLC the sum of SIXTY NINE THOUSAND ONE HUNDRED SIXTY TWO AND 26/100 DOLLARS (\$69,162.26) as reimbursement for engineering expenses on the Haven Street LID Project within thirty (30) days of receipt of invoice including proper documentation of expenses.

2. PAYMENT. Payment will come from the sale of LID bonds for the improvements and shall be considered as a “non-overhead” engineering expense in the final assessment roll.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

PLAYFAIR COMMERCE PARK, LLC

E-Mail address, if available:

By: _____

Title: _____



Agenda Sheet for City Council Meeting of:

06/17/2013

Date Rec'd	6/5/2013
Clerk's File #	ORD C34993
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BOBBY WILLIAMS 625-7001
Contact E-Mail	BWILLIAMS@SPOKANEFIRE.ORG
Agenda Item Type	Emergency Ordinance
Agenda Item Name	0440 - FIRE CODE

Agenda Wording

Ordinance relating to Fire Code; amending SMC sections 17E.010.300, 17F.040.170, 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.110, and 17F.080.310; repealing SMC sections 17F.080.020 and 17F.080.440; declaring an emergency and setting effective date

Summary (Background)

SMC sections will be amended to accommodate the 2012 International Codes adoption that is going into place in WA State as of July 1, 2013.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

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

Council Notifications

Study Session	PSC 05/20/13
Other	Council Special Study Session 05/30/13

Distribution List

ljones
lbryant
bschaeffer
achirowamangu
agolden

SMC Proposed Code Changes Associated
With
2012 International Fire Code Adoption

- 17E.010.300 – Underground Storage Tanks – Category of Use

SFD recommends this change to clarify that existing compliant underground storage tanks can stay in the ground if they are properly monitored.

Currently they have to be removed if not used within 1 year which is an unwarranted expense to owners.

- 17F.040.170 – Fire Official

The current SMC language states that the Fire Official does not have to review one and two family dwellings, is in conflict with state law.

SFD reviews for site access and site fire flow and fire sprinklers (if installed)

- 17F.080.020 – Adoption of National Fire Protection Association Standards

SMC previously adopted the NFPA Standards by year.

This causes the SMC to have to be updated every time the NFPA Standard is updated.

SFD recommends this change to reduce the need for SMC changes having to come to Council every time an NFPA Standard is updated.

- 17F.080.040.D.5.d – Appendix D – Fire Apparatus Access Roads

Current Street Standards specify provision for Emergency Vehicle Access and Staging areas. There is nothing in the Fire Code portion of the SMC that refers to these provisions.

SFD recommends this inclusion in the Fire Code portion of the SMC.

- 17F.080.040.J – Emergency Responder Radio Coverage

This is an administrative change to an Appendix title to match the Model Fire Code to Building Information Sign

- 17F.080.050.A – Fire Equipment Permit

Like previously discussed section, this change will clarify that the FD reviews all projects, including one and two family dwellings, to be in compliance with Model Fire Code

- 17F.080.110.C – Fire Alarm System Requirements

Administrative change – throughout this entire section of the SMC, it refers to Fire Alarm “system” except one place.

This change inserts “system” to be consistent with model code.

- 17F.080.110.D – Fire Department Connections

The wording has been change to incorporate the distance for new Fire Department Connections to fire hose standpipes to match the State Code. The distance for fire hydrants to Fire Department Connections for fire sprinklers is not changed.

- 17F.080.440 – Basements

This section is repealed as the State has adopted the requirements for fire sprinklers for new and existing basements. The State preferred the wording from Spokane in lieu of the Model Code language that would have been difficult to enforce due to subjective interpretation.

This section has been also submitted to the National level by the State.

- 17F.080.110.D – Fire Alarm System Requirements – Chart 907

Administrative changes – Updated Chart 907 to incorporate changes that were adopted at the State level for new educational occupancies; corrected wording for threshold for fire sprinkler monitoring; and corrected section designation for retroactive requirements.

ORDINANCE NO. C34993

AN ORDINANCE relating to the Fire Code; amending SMC sections 17E.010.300, 17F.040.170, 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.110, and 17F.080.310; repealing SMC sections 17F.080.020 and 17F.080.440; declaring an emergency and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC 17E.010.300 is amended to read as follows:

17E.010.300 Categories of Use

- A. Active Use UST.
An UST in actual use for receipt, storage, or delivery of substances, as a UST, within any ninety-day period.
- B. Out of Service for Ninety Days UST.
An UST not in active use within any ninety-day period. USTs in this category must be safeguarded as required under SMC 17E.010.310.
- C. Out of Service for One Year UST.
An UST not in active use within any one-year period or longer. USTs in this category must satisfy the requirements under SMC 17E.010.330.
- D. Abandoned in Place UST.
An UST permanently prepared for non-use and left in place. USTs in this category must satisfy requirements under SMC 17E.010.330.
- E. Monitored Out of Service UST.
~~((An))~~ A double walled UST not in active use, ~~((but the))~~ with a leak monitoring (and cathodic protection where applicable) system that is still in operation and maintained. The tank will be required to have a permit renewed each year.
- F. For purposes of this article, aggregates of tanks hydraulically connected are considered as one tank.

Section 2. That SMC section 17F.040.170 is amended to read as follows:

17F.040.170 Fire Official

- A. The fire official, as defined in SMC 17F.080.040, reviews and approves plans and specifications submitted for a building permit (~~((, except for one- and two-family dwellings))~~).

- B. In addition to any building permit, the fire official reviews plans, issues permits and inspects for the installation of fire protection and fire detection equipment.
- C. The fire official has permit and inspection responsibility for a number of uses and occupancies of buildings as provided in IFC Section 105.

Section 3. That SMC section 17F.080.010 is amended to read as follows:

17F.080.010 Adoption of International Fire Code

- A. The Washington State amended version of the ((2009)) 2012 International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:
 - 1. Section 101.1 is modified to read as follows:
 - a. Title.
These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as "this code."
 - 2. Section ((409.3)) 109.4 is modified to read as follows:
 - a. Violation Penalties.
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to the provisions of chapter 1.05 SMC.
 - 3. Section 111.4 is modified to read as follows:
 - a. Failure to Comply.
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties identified in chapter 1.05 SMC.
 - 4. ((WAC 51-54-0900, 903.2.10.3 is not adopted.))

~~((5.))~~ IFC Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 (~~((7 and 507.3))~~) are adopted as published (~~((and WAC 51-54-0500 is not adopted))~~).

5. ~~((6.))~~ Chapter ~~((33))~~ 56 is amended with chapter 10.33A SMC.

6. ~~((7.))~~ Section 903.2.11.5 is revised to read:

a. A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.

7. ~~((8.))~~ Section 904.2.1 is revised to read:

a. Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.

8. ~~((9.))~~ Section 904.11.

Replace the first paragraph and the five types to read:

a. 904.11 – Commercial Cooking Systems.

The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer's installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.

9. ~~((10.))~~ Section 904.11 – Exception; Section 904.11.1 – Exception; Section 904.11.3; Section 904.11.4 are not adopted.

10. ~~((11.))~~ Section 905.

Class II and Class III standpipes are not allowed for new construction in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11. ~~((12.))~~ 906.1.1.

Revise exception to read as follows:

a. Exception.

Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space, such as townhouses.

~~((13.))~~ ~~907.2.13.~~

Revise the wording for this section to read:

a. ~~“In buildings with a floor used for human occupancy that is located more than fifty five feet above”~~)

12. ((14.)) Section ((4009.10)) 1009.13.

Remove “and for access to unoccupied roofs” from last sentence.

13. ((15.)) Section ((4009.13)) 1009.16.

Remove the last sentence “In buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an alternating tread device.”

14. ((16.)) Section 1020.2.8.

Revise the second sentence to read as follows:

a. “. . . the story of, the number of floors above grade (if it is different from the story number), and the direction”

15. ((17.)) Section ((3404.2.9.6.4)) 5704.2.9.6.1.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

16. ((18.)) Section ((3406.2.4.4)) 5706.2.4.4.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

17. ((19.)) Section ((3506.2)) 5806.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

18. ((20.)) Section ((3804.2)) 6104.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

Section 4. That SMC section 17F.080.020 is repealed.

~~((17F.080.020))~~ ~~**Adoption of National Fire Protection Association Standards**~~

~~The published 2007 versions of the National Fire Protection Association (NFPA) 13 and 72 codes that are referenced in the Spokane Municipal Code and the Fire Code are adopted as standards for the City of Spokane to be used with the fire code of the City.))~~

Section 5. That SMC section 17F.080.030 is amended to read as follows:

17F.080.030 Appendices Adopted

The following appendices of the International Fire Code are adopted as part of the fire code of the City:

- A. Appendix A – Board of Appeals.
- B. Appendix B – Fire-flow Requirements for Buildings.
 - 1. B105.2 – Exception: Revise to read:
 - a. A reduction in fire-flow of up to fifty percent, as approved, is allowed when the building is provided with an automatic sprinkler system installed.
- C. Appendix C – Fire Hydrant Locations and Distribution.
 - 1. Table C105.1 – Revise the column for ‘Maximum distance from any point on street or road frontage to a hydrant’ to be five hundred feet for each row. For a fully fire sprinklered building, the maximum distance shall be no more than seven hundred fifty feet.
 - 2. Table C105.1 – Footnote b is not adopted.
- D. Appendix D – Fire Apparatus Access Roads.

Provided, fire department access will be in conformance to Appendix D with the following exceptions:

 - 1. D103.1.

Access roads with hydrants shall have a minimum width of twenty-eight feet along the twenty feet prior to and twenty feet after the hydrant.
 - 2. D103.3.

The minimum external turning radius will be fifty feet and minimum internal turning radius will be twenty-eight feet.
 - 3. Table D103.4.

The cul-de-sac diameter shall be one hundred feet. Width of road for length of five hundred one feet to seven hundred fifty feet will be twenty-eight feet.

4. Figure D103.1.
The ninety-six feet diameter cul-de-sac is revised to one hundred feet diameter.
 5. D103.5.1.
Revise wording to the following:
 - a. The minimum gate width shall be twenty feet (six thousand ninety-six millimeters) unless reviewed and accepted by the fire official or designated representative.
 6. D103.6.1.
Revise road width from twenty-six feet to twenty-eight feet unless reviewed and accepted by the fire department.
 7. D103.6.2.
Revise road width from twenty-six feet to twenty-eight feet. Revise road width of thirty-two feet to thirty-six feet unless reviewed and accepted by the fire department.
 8. D103.7.1.
Residential Driveways. Driveways used as fire lanes for single family and two-family dwellings can be reduced to an unobstructed width of twelve feet wide as long as there is a code compliant fifty foot radius turn-around or approved hammerhead within one hundred fifty feet of all points around the dwelling.
 9. D103.7.2.
Fire access roads can be designed in accordance with SMC 17H.040.140, Emergency Vehicle Access and Staging Areas, as an approved alternative with the approval of the fire official for residential access roads.
- E. Appendix E – Hazardous Categories.
 - F. Appendix F – Hazard Ranking.
 - G. Appendix G – Cryogenic Fluids – Weight and Volume Equivalents.
 - H. Appendix H – Hazardous Materials Management Plan (HMMO) and Hazardous Materials Inventory Statement (HMIS) Instructions.
 - I. Appendix I – Fire Protection Systems – Noncompliant Conditions; and

J. Appendix J – (~~Emergency Responder Radio Coverage~~) Building Information Sign.

Section 6. That SMC section 17F.080.050 is amended to read as follows:

17F.080.050 Fire Equipment Permit

A. In addition to any building, electrical, plumbing, or other permit issued by the building services department, a person needs a permit from the fire official to install, alter, or repair required fire protection or fire detection systems or equipment (~~(in any building, except a single-family dwelling or Group U occupancy)~~) which is regulated by this code.

1. The equipment to which this section applies includes, but is not limited to, any:
 - a. code-required fire alarm,
 - b. sprinkler,
 - c. standpipe,
 - d. range hood, or
 - e. other extinguishing system.

Non-required systems are further defined below.

2. A permit shall not be issued until payment of the permit fee, approval of plans where required, and payment of appropriate plan check fee.
 - a. If the Washington State fire marshal has charged a plan check fee for equipment he has approved, the applicant will not be charged a plan check fee for the same submittal by the City fire official.
- B. In order to verify, as provided in SMC 8.02.034, the value of the work upon which the permit and inspection fees are based, the fire official may require from the installer or from the owner of the property a verified copy of the invoice.
1. Should it appear that an installer is understating the value of the work, and thereby underpaying the fees, the fire official may suspend the installer's right to receive a permit for up to six months.

- 2. Upon a second instance of undervaluation, suspension may be for up to one year.
- C. Non-required fire alarm or fire sprinkler systems are those that are installed in a facility when they are not required by code. Non-required systems do not need to be submitted for review or permit, unless it is desired by the building owner.
- D. Exceptions.
 - 1. Fire sprinkler systems with twenty or more heads.
 - 2. Inert gas suppression systems.
- E. Non-required fire alarm and fire sprinkler systems that are submitted for review by the Spokane fire department shall be in accordance with NFPA 13, 13R, and 13D, NFPA 72, and the Spokane Municipal Code. Non-required systems will not be tracked for renewal on an annual basis unless requested by the owner or authorized representative.

Section 7. That SMC section 17F.080.110 is amended to read as follows:

17F.080.110 Fire Alarm System Requirements

- A. The following Chart 907 depicts the minimum fire alarm system requirements for the City of Spokane. These requirements supplement the International Fire Code.
- B. Where heights are noted, they are from the lowest level of fire department apparatus access to the elevation of the highest occupied level.
- C. Existing fire alarm systems will be allowed to be used and repaired without upgrade as long as they are properly maintained. Buildings that are altered or additions exceeding fifty percent of the building area will require the fire alarm system to be upgraded to the current requirements.
- D. Smoke detectors will be the primary means of detection. Where environmental conditions warrant (rooms with moisture potential, outdoors, etc.) heat detectors are allowed. Smoke detectors in restrooms and janitor closets are discouraged.

CHART 907	
OCCUPANCY	REQUIREMENTS FOR FIRE ALARM
All Except R3 and U	Atriums connecting more than two floors. Lowest level of structure greater than sixty feet below grade.

	<p>Covered mall buildings.</p> <p>Retroactive – IFC ((907.3)) <u>1103.7</u>.</p> <p>Fire sprinkler monitoring for systems with ((more than)) <u>twenty or more</u> sprinklers.</p> <p>Smoke detection required in common areas and interior corridors used for required exits in occupancies required to have automatic fire alarm.</p> <p>Heat detectors are not required in spaces provided with quick response sprinklers in occupancies required to have automatic fire alarm.</p> <p>Special areas to be protected are required to have fire alarm in occupancies required to have automatic fire alarm – See SMC 17F.080.090.</p> <p>Central monitoring is required. A minimum of one notification device, one manual pull station, and one smoke detector is required.</p>
High Rise (greater than fifty-five to floor)	<p>Tenant spaces exceeding one thousand square feet.</p> <p>Voice notification is required.</p>
Daycares	<p>Less than or equal to ((fifty)) <u>thirty</u> children – Single station smoke detection is required.</p> <p>Greater than ((fifty)) <u>thirty</u> children – Automatic.</p> <p>Manual pull stations required at all exits of state licensed facilities.</p>
A1, A2, A3, A4, A5	<p>Automatic if greater than or equal to three hundred people.</p> <p>Voice notification is required if occupancy is greater than or equal to one thousand people.</p> <p>No manual pull stations required if fully sprinklered.</p>
B	<p>Automatic if greater than or equal to five hundred people.</p> <p>Automatic if greater than or equal to one hundred people above or below exit level.</p> <p>No manual pull stations required if fully sprinklered.</p> <p>Area contains Group B Ambulatory health care.</p>
E	<p>((Fifty)) <u>Thirty-one</u> or more occupants.</p> <p><u>Voice notification is required if more than thirty occupants.</u></p> <p>Exception for manual pulls (907.2.3).</p>
F1, F2	<p>Automatic if greater than five hundred persons above or below exit level.</p> <p>No manual pull stations required if fully sprinklered.</p> <p>Automatic is required when occupancy is two or more stories in height.</p>
H1, H2, H3, H4	<p>Not required unless other requirements apply.</p>
H5	<p>Manual.</p> <p>Automatic for highly toxic gases, organic peroxides and oxidizers.</p>
I1, I2, I3, I4	<p>Automatic.</p> <p>Manual pulls may be at staff-attended location.</p>

	Sleeping areas required to have single or multiple station smoke detection. Manual pull stations required at all exits of State Licensed I4.
M	Automatic if greater than or equal to five hundred people. Automatic if greater than or equal to one hundred people above or below exit level. Automatic if greater than twelve thousand square feet (SMC). No manual pull stations required if fully sprinklered.
R1, R2	Automatic – Five or more units/guest rooms. Not required for less than three levels with each unit having independent (not shared) direct exit to exterior. One manual pull station per exit stair required if not fully sprinklered. ADA Type A units will be provided with accessible communications features. ADA Type B units will be pre-wired for building notification.
R3	Single station smoke detection in sleeping areas and in hallways outside of sleeping areas.
S1, S2	None required unless other requirements apply.

Section 8. That SMC section 17F.080.310 is amended to read as follows:

17F.080.310 Fire Department Connections

Fire department connections for new standpipes ~~((and fire sprinkler system installations))~~ shall be located no more than ~~((five))~~ one hundred feet from a fire hydrant along an accessible path of travel unless where approved by the fire official. ~~Fire department connections for new fire sprinkler system installations shall be located no more than five hundred feet from a fire hydrant along an accessible path of travel unless where approved by the fire official.~~

Section 9. That SMC section 17F.080.440 is repealed.

~~((17F.080.440 Basements~~

~~Every existing basement or cellar exceeding one thousand five hundred square feet in floor area shall comply with IFC 903.2.11.1.~~

- ~~A. The seventy five foot distance noted in IFC 903.2.11.1.2 and IFC 903.2.11.1.3 shall be along an acceptable path of travel.))~~

Section 10. Emergency Clause / Effective Date. This ordinance, passed by a majority plus one of the whole membership of the city council as a public emergency ordinance necessary for the protection of the public peace, health and safety and for the immediate support of city government and its existing institution shall be effective on July 1, 2013.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
06/03/2013

Date Rec'd	5/29/2013
Clerk's File #	ORD C34989
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	AMBER 625.6275
Contact E-Mail	AWALDREF@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 PARKING SYSTEM FUND

Agenda Wording

An ordinance relating to the Parking System Fund; amending section 7.08.130 of the Spokane Municipal Code.

Summary (Background)

Related to the City's ongoing economic development efforts, the parking system has been identified as a significant contributor to the economic health of the Downtown. Modifying the existing Parking Fund ordinance description to capture system wide parking revenues and an amount equal to the annual citation revenues, allows for improved system wide revenue tracking, resource management, and investment in the parking system and the parking environment.

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

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

Ordinance No. C34989

An ordinance relating to the parking system fund; amending section 7.08.130 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 7.08.130 is amended to read as follows:

7.08.130 Parking ((Meter Revenue)) System Fund

- A. There is created and shall be maintained in the office of the City treasurer a special revenue fund designated the "parking ((meter revenue)) system fund." ((Parking meter revenue)) All City parking revenue from on and off street meter systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. For the remainder of 2013, all parking infraction revenue collected over and above the budgeted infraction revenues for the year (one million four hundred fty-five thousand dollars) shall be deposited in the fund. Starting in 2014, an amount equal to one hundred percent of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the fund.
- B. ((Money may be withdrawn from the fund to maintain public streets and roadways within the City and to loan to the public development authority's ground lease account and its operating and maintenance account with respect to the River Park Square parking garage, as provided in Ordinance C31823.)) Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City council priorities for expenditures from the parking system fund for 2013 through 2014 are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, "parking environment" shall mean all infrastructure in the public right-of-way that contributes to the interface between the downtown resident, visitor or worker and the downtown built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and lighting), wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of downtown common areas, which contribute to the overall experience of downtown.

D. Parking Advisory Committee.

1. A parking advisory committee, formed by the Downtown Spokane Partnership, will advise the City on investments in the parking environment, policy, and rate-setting as informed by the downtown parking study. The committee will contain representation from a variety of downtown stakeholders, including property owners, large and small business owners, downtown residents and workers.

2. An annual budget and project list for the parking system fund will be created by the asset management department in conjunction with the advisory committee recommendations and approved annually by the city council. Projects will be placed in the six-year capital program as needed. The parking advisory committee and city staff will report annually on outcomes of parking fund investments. The city council, the parking advisory committee and staff will develop a set of indicators that will track downtown vitality as a result of improvements made from parking system fund investments. These data will be available in the annual report.

E. In 2014, the annual cost of two dedicated downtown neighborhood conditions (NCO) police officers will be funded out of parking system revenues. In 2015, the annual cost of one NCO officer will be funded out of parking system revenues.

F. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds or any subsequent refinancing of these bonds.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

06/03/2013

Date Rec'd	5/22/2013
Clerk's File #	ORD C34990
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 625.6258
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 ON STREET PARKING

Agenda Wording

An ordinance relating to on-street parking regulations; amending SMC section 16A.61.561.

Summary (Background)

SMC 16A.61.561 currently prohibits a vehicle from being parked continuously on any one block upon a street for more than twelve hours. This ordinance will extend that time period to twenty-four hours and permit the establishment and enforcement of other on-street parking regulations affecting the hours set forth in SMC 16A.61.561 including regulations related, but not limited, to snow emergencies, abandon vehicles or vehicles without current registration.

Fiscal Impact

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

Budget Account

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#
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#

Approvals

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

Council Notifications

Study Session	
Other	
Distribution List	

Additional Approvals

Purchasing	

ORDINANCE NO. C34990

An ordinance relating to on-street parking regulations; amending SMC section 16A.61.561.

The City of Spokane does ordain:

Section 1. That SMC section 16A.61.561 is amended to read as follows:

16A.61.561 Parking Time Limited and Regulated

- A. No vehicles shall be parked continuously in any one block upon any public street or highway in this City at any time for a period longer than ~~((twelve))~~ twenty-four hours. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m. on weekdays, no vehicle shall be parked continuously in any one block upon any street within that portion of the retail zone of the congested district lying north of the Burlington Northern Railway Company's viaduct for a period longer than one hour, nor in that portion of the retail zone of the congested district lying south of the Burlington Northern Railway Company's viaduct for a period longer than two hours, nor in any one block upon any street within the congested district outside the retail zone of the congested district for a period longer than three hours; provided, the city council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902) bounded by Sprague Avenue, Lincoln Street, Spokane Falls Boulevard, and Washington Street, inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two hours.
- D. Nothing in this section shall prevent the establishment and enforcement of other on-street parking regulations affecting the hours set forth in this section including regulations related, but not limited, to snow emergencies, abandoned vehicles or vehicles without current registration.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

AGENDA SHEET FOR COUNCIL MEETING OF: June 7, 2010

RECEIVED
MAY 27 2010
CITY CLERK'S OFFICE
SPOKANE, WA
Council Sponsor
Public Works Committee



Submitting Dept.
Engineering Services

Contact Person/Phone No.
Eldon Brown/625-6305

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

ORD C34603

STANDING COMMITTEES

- (Date of Notification)
- Finance _____
 - Neighborhoods _____
 - Planning/Community & Econ Dev _____

- Public Safety _____
- Public Works _____

Neighborhood/Commission/Committee Notified: _____
Action Taken: _____

AGENDA WORDING:

Vacation of Spokane Street from 5th Avenue to I-90 requested by Foothills Mini Storage Inc. (East Central Neighborhood Council)

BACKGROUND:

(Attach additional sheet if necessary)

At its legislative session held May 10, 2010, the City Council set a hearing on the above vacation for June 7, 2010. Since that time, staff has solicited responses from all concerned parties.

RECOMMENDATION:


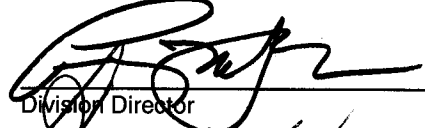
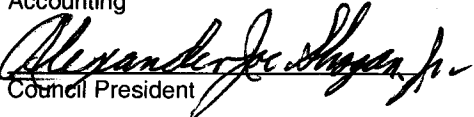
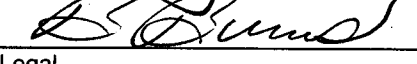
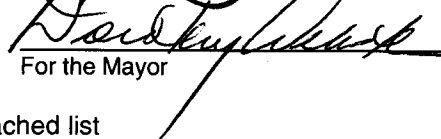
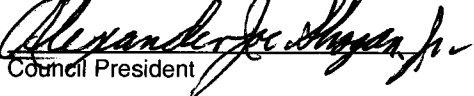
That the vacation be approved subject to the conditions contained in the Director of Engineering Services' Report and the Ordinance be read for the first time.

Fiscal Impact	<input type="checkbox"/> N/A	Budget Account:	<input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$		#	
<input type="checkbox"/> Revenue: \$		#	
<input type="checkbox"/> Budget Neutral			

ATTACHMENTS:

Include in Packets: Map, Report, Ordinance

SIGNATURES


 Director, Engineering Services

 Division Director

 Accounting

 Legal

 For the Mayor

 Council President

DISTRIBUTION:

See attached list

Stvac\Spokane St hrg agenda

COUNCIL ACTION:

June 7, 2010: See Council Action Memorandum dated June 14, 2010.

FIRST READING OF THE ABOVE ORDINANCE
WAS HELD ON

June 7, 2010

AND FURTHER ACTION WAS DECEERED


CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

CITY CLERK

H1
C34603

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C 3 4 6 0 3

An ordinance vacating Spokane Street from 5th Avenue to I-90

WHEREAS, a petition for the vacation of Spokane Street from 5th Avenue to I-90 has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Spokane Street from 5th Avenue to I-90 is hereby vacated. Parcel number not assigned. NW1/4 S20 T25 R43

Section 2. An easement is reserved and retained over and through the entire vacated area for the City of Spokane to protect existing and future utilities. Also, access to the WSDOT luminaire pole at the north end of the street shall be retained.

Section 3. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Section 4. Ownership of the entire vacated area will revert to the parcels east of the said vacation.

Section 5. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

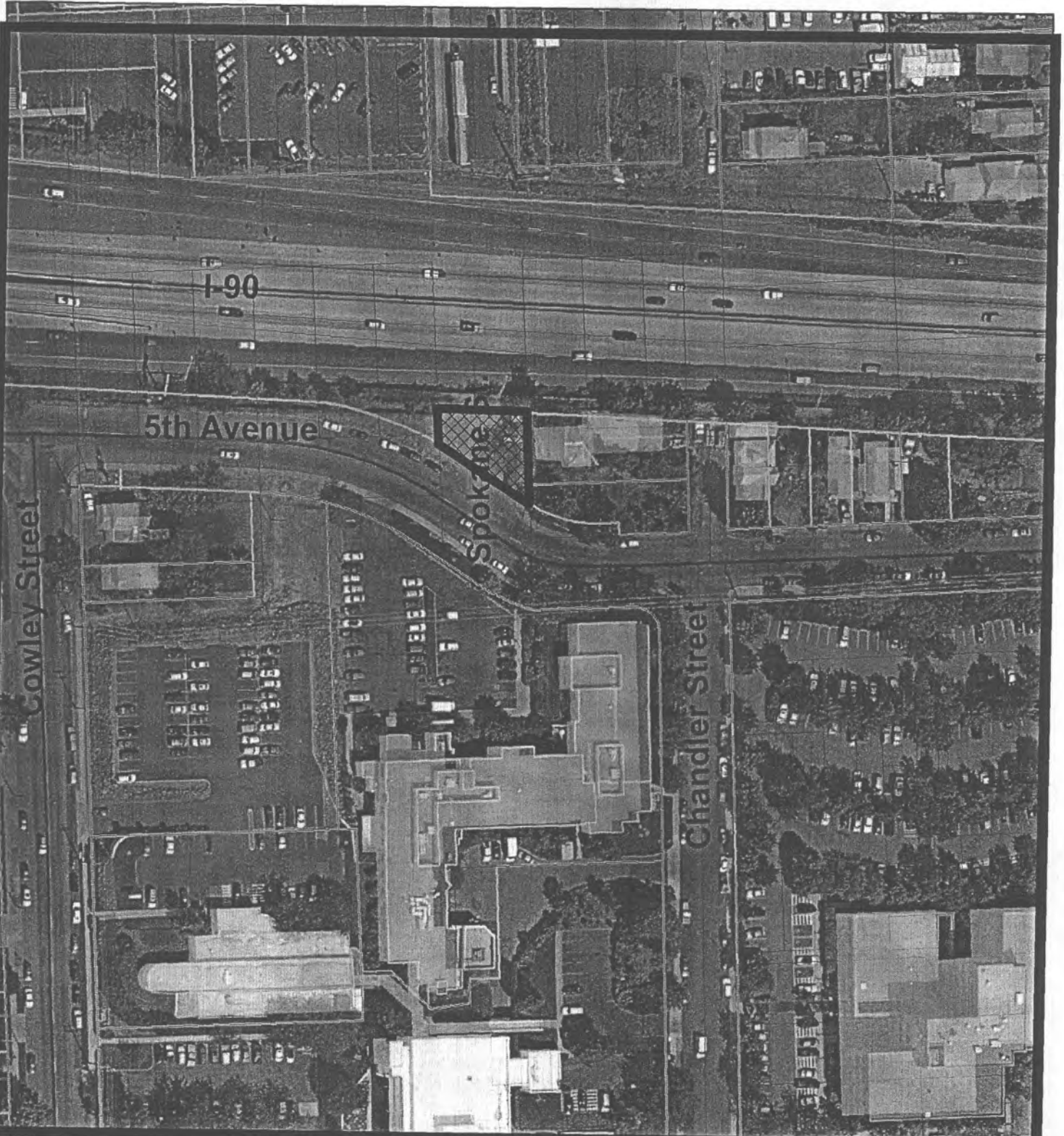


Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Vacation of Spokane Street from 5th Avenue to I-90

Date: October 16, 2009



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

C 3 4 6 0 3

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: June 14, 2010

Clerk's File No.
ORD C34603

TO: Engineering Services Director
Engineering Services Dept.

FROM: Terri Pfister, City Clerk

RE: ORDINANCE C34603 VACATING SPOKANE STREET from 5th AVENUE
to 1-90: REQUESTED by FOOTHILLS MINI STORAGE, INC.

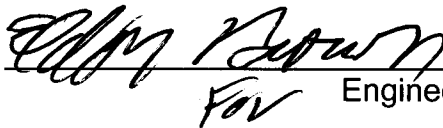
Attached is a copy of Ordinance No. C 34603 VACATING SPOKANE ST from 5th AVE
to 1-90: requested by FOOTHILLS MINI STORAGE, INC.

This ordinance was read for the first time on June 7, 2010 and will be read for the final
time when the necessary conditions have been met, and when you sign, date, and
return this form as indicated below, together with the copy of Ordinance No. C34603.



CITY CLERK

Precedent conditions have been met and Ordinance No. C 34603 is hereby returned for
Final Reading.



For Engineering Services Director

Dated: 6/15/13



Agenda Sheet for City Council Meeting of:
10/08/2012

Date Rec'd	9/26/2012
Clerk's File #	ORD C34924
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0370-VACATION HEARING-WALNUT STREET-COLLEGE AVENUE

Agenda Wording
Vacation of Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue requested by Avista Corporation and North Gorge Residential Partners. (West Central Neighborhood Council)

Summary (Background)
At its legislative session held September 10, 2012 the City Council set a hearing on the above vacation for October 8, 2012. Since that time, staff has solicited responses from all concerned parties.

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

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		sdecker@spokanecity.org
For the Mayor	FEIST, MARLENE		htrautman@spokanecity.org

Additional Approvals	
Purchasing	

FIRST READING OF THE ABOVE ORDINANCE
WAS HELD ON

10/9/2012
AND FURTHER ACTION WAS DEFERRED
Len S. Feist
CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

CITY CLERK

C34924

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C34924

An ordinance vacating Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue

WHEREAS, a petition for the vacation of Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue has been filed with the City Clerk representing of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street (more fully described in Exhibit A and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue is hereby vacated. Parcel number not assigned. SE ¼ of S13 T25 R42

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

EXHIBIT A

Vacation of a Portion of Bridge Avenue Legal Description

Portions of Bridge Avenue as shown in the Final Plat of Chandlers 2nd Addition to Spokane Falls, recorded in Book A of Plats, Page 31, located in the Southeast Quarter of Section 13, Township 25N., Range 42E., W.M. in the City of Spokane, Spokane County, Washington and more particularly described as follows:

BEGINNING at the Southeast corner of Lot 5, Block 8 of said Final Plat of Chandlers 2nd Addition to Spokane Falls, said point also being on the North Right of Way line Bridge Avenue; thence S89°17'30"W along the North Right of Way line Bridge Avenue a distance of 434.11 feet to the Southwest corner of Lot 5, Block 7 of said Final Plat of Chandlers 2nd Addition to Spokane Falls; thence S 00°42'30"E along the Southerly prolongation of the Westerly line of said Lot 5 a distance of 14.75 feet; thence N89°17'30"E and parallel with the Northerly Right of Way line of Bridge Avenue a distance of 424.12 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 10.00 feet; thence Northerly along said curve through a central angle of 90°02'12" an arc distance of 15.71 feet; thence N00°44'42"W a distance of 4.74 feet to the POINT OF BEGINNING.

TOGETHER with a portion of said Bridge Avenue more particularly described as follows:

BEGINNING at the Southeast corner of Lot 6, Block 7 of said Final Plat of Chandlers 2nd Addition to Spokane Falls said point also being on the Northerly Right of Way line of Bridge Avenue; thence S89°17'30"W along said Northerly Right of Way Line a distance of 120.00 feet to the Southwest corner of said Lot 6; thence S00°44'27"E along the Southerly prolongation of the Westerly line of said Lot 6 a distance of 4.76 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 10.00 feet; thence Southeasterly along said curve through a central angle of 89°58'03" an arc distance of 15.70 feet; thence N89°17'30"E and parallel with the Northerly Right of Way line of Bridge Avenue a distance of 110.00 feet; thence N00°42'30"W a distance of 14.75 feet to the POINT OF BEGINNING.

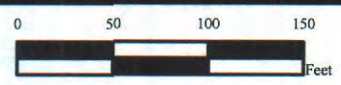
ALSO TOGETHER with a portion of said Bridge Avenue more particularly described as follows: BEGINNING at the Northeast corner of Lot 1, Block 9 of said Final Plat of Chandlers 2nd Addition to Spokane Falls said point also being on the Southerly Right of Way line of Bridge Avenue; thence S89°17'30"W along said Southerly Right of Way Line a distance of 569.12 feet to the Northwest corner of Lot 10, Block 10 of said Final Plat of Chandlers 2nd Addition to Spokane Falls; thence continuing S89°17'30"W a distance of 45.56 feet; thence N08°32'26"W a distance of 20.44 feet; thence N89°17'30"E and parallel with the Southerly Right of Way line of Bridge Avenue a distance of 607.46 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 10.00 feet; thence Southeasterly along said curve through a central angle of 89°57'48" an arc distance of 15.70 feet; thence S00°44'42"E a distance of 10.26 feet to the POINT OF BEGINNING.

Containing 20,582 square feet more or less



Date: April 24, 2012

Vacation of Walnut Street from College Ave. to Bridge Ave., portion of Bridge Ave. from Maple St. to Cedar St. and the Alley between Walnut St. and Cedar St. from Bridge Ave. to College Ave.



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

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: October 8, 2012

TO: Sandy Decker
Engineering Services

Clerk's File No.
ORD C34924

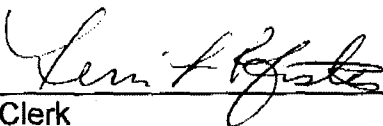
FROM: Terri Pfister, City Clerk

RE: **Vacation of Walnut Street from Bridge Avenue to College Avenue; north and south portions of Bridge Avenue from Maple Street to Cedar Street and the alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue.**

Attached is a copy of Ordinance C34924 for the vacation of:

Walnut Street from Bridge Avenue to College Avenue; north and south portions of Bridge Avenue from Maple Street to Cedar Street and the alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue.

This ordinance was read for the first time on October 8, 2012, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

10/9/2012

Date

Precedent conditions have been met and Ordinance C34924 is hereby returned for Final Reading.

For 

Engineering Services Director

Dated: 6/5/13



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

Date Rec'd	3/27/2013
Clerk's File #	ORD C34973
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0370-GARNET-MYRTLE STREET VACATION HEARING

Agenda Wording

Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by City of Spokane, Park's Department.

Summary (Background)

At its legislative session held February 25, 2013 the City Council set a hearing on the above vacation for March 25, 2013 and on March 18, 2013 rescheduled the hearing to April 8, 2013. Since that time, staff has solicited responses from all concerned parties.

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

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

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C34973

An ordinance vacating Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue.

WHEREAS, a petition for the vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue. has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue is hereby vacated. Parcel number not assigned, SE ¼ of Sec. 3-25-43.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities and Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: April 9, 2013

TO: Sandy Decker
Engineering Services

Clerk's File No.
ORD C34973

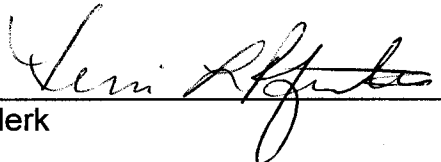
FROM: Terri Pfister, City Clerk

RE: **Vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by Parks Department.**

Attached is a copy of Ordinance C34973 for the vacation of:

Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by Parks Department.

This ordinance was read for the first time on April 8, 2013, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

4/12/13

Date

Precedent conditions have been met and Ordinance C34973 is hereby returned for Final Reading.



Engineering Services Director

Dated: 6/5/13



Agenda Sheet for City Council Meeting of:

06/17/2013

<u>Date Rec'd</u>	6/5/2013
<u>Clerk's File #</u>	ORD C34994
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<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>	First Reading Ordinance
<u>Agenda Item Name</u>	4500 CONSTRUCTION, DEMOLITION AND LAND CLEARING HAULING AND DISPOSAL

Agenda Wording

An ordinance relating to public utilities and services; amending SMC sections 13.02.0204, 17F.040.075, and 17G.010.100; adopting new SMC sections 13.02.0109, 13.02.0119, 13.02.01191, 13.02.0125, and 13.02.0127 to chapter 13.02 of the SMC

Summary (Background)

Amend Spokane Municipal Code Chapters 13.02, 17F.040 and 17G.010 concerning Construction, Demolition and Land Clearing (CDL) management and disposal, private hauling clarifications, and building and demolition disposal requirements. The attached ordinance reflects the proposed changes to the Spokane Municipal Code Chapters 13.02, 17F.040 and 17G.010.

Fiscal Impact

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

Budget Account

#
#
#
#

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 05-13-2013
<u>Other</u>	
<u>Distribution List</u>	
	cmarchand@spokanecity.org
	Tax & Licenses
<u>Additional Approvals</u>	swindsor@spokanecity.org
<u>Purchasing</u>	rhughes@spokanecity.org
	bburns@spokanecity.org

ORDINANCE NO. C34994

An ordinance relating to public utilities and services; amending SMC sections 13.02.0204, 17F.040.075, and 17G.010.100; adopting new SMC sections 13.02.0109, 13.02.0119, 13.02.01191, 13.02.0125, and 13.02.0127 to chapter 13.02 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 13.02.0204 is amended to read as follows.

13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may ~~((engage in the business of providing))~~ provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste management department within the City.
1. ~~((For example,))~~ Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste management department or persons authorized by City contract, ~~((or))~~ City franchise, or City solid waste permit (as defined in SMC 13.02.0125) is prohibited.
 - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
 2. The following specialized solid waste handling equipment is prohibited from use in the City without a franchise, solid waste permit or written approval from the solid waste department:
 - a. Front, rear or side load waste collection vehicle;
 - b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
 - c. Private roll-off waste container;
 - d. Intermodal container used for solid waste disposal;

e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and

f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.

B. ~~((In addition, engaging in the business of private))~~ Private junk removal or hauling services ~~((is))~~ are prohibited to the extent ~~((it involves))~~ they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in SMC 13.02.0119 may be permitted where:

1. a substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
2. all non-recyclable materials are source separated and disposed of at the regional system;
3. such disclosure and reporting requirements as prescribed by the director are followed; and
4. no solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
5. parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste departmental control of collection and disposal of solid waste in the City of Spokane.

C. Solid Waste Franchises.

1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an exclusive franchise as provided by law for a period of seven years commencing at the effective date of annexation.
 - a. The director of solid waste management is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.

- b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
 - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
2. Any party collecting solid waste in the City of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
- a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
 - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste guided by standards applicable to WUTC certificated haulers.
 - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste shall be presumed adequate and sufficient. Service not to such level shall be presumed insufficient, but all service is subject to review and approval by the director of solid waste who shall consider WUTC policies and practices.
 - d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.
 - i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
 - ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk

manager, considering the nature and scope of service activities and level of risk to the public therefrom.

D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
 - a. The report is due at or before the time of placement of any containers for recyclables collection.
 - b. All recycling containers placed must be clearly labeled "recyclables only" in large twelve-inch block letters of contrasting colors on all exterior sides.
 - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
 - d. Additionally recycling haulers must file a written annual report with the director of solid waste no later than February 1st for the prior year's recycling activities.
 - e. ~~((The report must contain information in substantially similar form to))~~ A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.
 - a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane Regional Solid Waste Management Plan.
 - b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.

- c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane County or the Spokane regional solid waste system.
4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.
5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste department staff.
6. The solid waste management department will provide hauling services for construction, demolition and landclearing wastes upon request.
 - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.
 - b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
 - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane regional solid waste system, at generator's expense.

- E. ((E)) All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and

copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.

G. ((F)) In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.

1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.

H. ((G)) Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.

I. ((H)) The director of solid waste management is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section

Section 2. That SMC 17F.040.075 is amended to read as follows:

17F.040.075 Building/Demolition Permit Conditions – Solid Waste

- A. A further condition of any building and/or demolition permit(s) is that solid waste collection disposal service available from the City of Spokane (or holders of a valid solid waste collection contract or franchise from the City for areas subject thereto) must be used for all collection and disposal of any waste or materials generated in the building construction or demolition process, or otherwise relating to the pursuit of activities authorized by the building and/or demolition permit(s). This condition does not apply to non-residential recycling.
- B. A further condition of any building and/or demolition permit(s) is that all solid waste generated in the building construction and/or demolition process or

otherwise relating to the pursuit of activities authorized by the building permit must be disposed of in a ~~((solid waste facility operated by the City of Spokane))~~ permitted facility located within Spokane County. Proof of such disposal such as a dump ticket or receipt from the city solid waste department must be retained and available for inspection and verification at all times upon request by a building inspector.

- C. Each day of a continuing violation is a new and separate offense. Stockpiling waste to avoid cumulative penalties will result in equivalent daily penalties for jobs of similar size.

Section 3. That SMC 17G.010.100 is amended to read as follows:

17G.010.100 Types of Permits

A. Construction and Development.

- 1. A person needs a building permit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) and also, depending upon the circumstances of the particular case, some combination of demolition, grading, sign, swimming pool, parking lot, and site preparation, building moving and relocation, street encroachment, boiler installation and operating, electrical, elevator installation and operating, storage tank installation, private fire hydrant installation, mechanical, plumbing, side sewer installation and connection, water line tapping, shoreline development permits, flood management permits, street address assignment, and a variety of similar approvals for new construction or placement, alteration, repair or demolition of a building, structure or other improvement to land; and for the new installation, alteration, repair or operation of a building's boiler, electrical, elevator, fire protection, mechanical and plumbing systems.
 - a. Private fire hydrants are approved by the department of water and hydroelectric services based on compliance with design standards and regulations established by the fire official and the director of engineering services.
 - b. Side sewers and connections are approved by the engineering services department based on compliance with the sewer code.
 - c. Storage tank permits are issued by the fire official based on compliance with the fire code and various environmental and aquifer protection measures.

- d. Water line taps are approved by the engineering services department based on review by the water and hydroelectric services department and compliance with the water code.
 - e. Street addresses are assigned by the engineering services department.
 - f. Type II permits as specified in chapter 17G.060 SMC are issued by the planning services director and Type III permits as specified in chapter 17G.060 SMC are granted by the hearing examiner. Shorelines permits are subject to approval by the state department of ecology.
 - g. Commercial driveway permits are issued by the engineering services director.
 - h. The other building and development permits are issued by the department of building services, planning services department, and engineering services department based on compliance of the application, plans, specifications, diagrams and drawings with the requirements of the applicable provisions of this title and any rules and regulations promulgated thereunder.
 - i. Flood management permits are issued by the planning services director and subject to approval by the Washington State department of ecology and the Federal Emergency Management Act's National Flood Insurance Program.
 - j. A separate demolition permit shall be issued with each building permit which involves any demolition activities.
2. A person needs an approved plat, binding site plan, or short plat to divide or segregate a parcel of land into two or more lots or parcels for such purposes as sale or lease, unless the activity is specifically exempted under SMC 17G.080.020(B). A person needs an approved conditional use permit or planned unit development to group or cluster buildings on a lot or combination of lots.
- a. Conditional use permits, plans-in-lieu of compliance, and certificates of compliance are approved by the hearing examiner or the planning services director, as specified in chapter 11.19 SMC, and planned unit developments are approved by the hearing examiner on the basis of compliance of the plans with the applicable provisions of this title and pertinent rules and regulations.

- b. Plats are approved by the hearing examiner; short plats, binding site plans, and boundary line adjustments are approved by the planning services director on the basis of compliance with the applicable provisions of this title and administrative rules and regulations.
 - c. Preliminary planned unit developments are approved by the hearing examiner.
 - d. Variances are approved by the hearing examiner.
3. A person needs approval to construct, install, alter, or relocate any building or structure, or some part or equipment thereof, within, beneath, or over the right-of-way of a public way. Approval is given by the department of building services in accordance with the building code, flood insurance regulations, utilities code, and various other laws relating to streets and highways, utilities, traffic, and public safety. When design review is required pursuant to chapter 17G.040 SMC, the approval of the planning services director is also required.
4. A person may need additional approvals determined by the use classification, occupancy group, construction type, size, location, or other feature of a building, structure or activity, including structures located in the one-hundred-year floodplain. Such special approvals issue from numerous federal, state, regional, or local public agencies based on a variety of laws.

B. Use and Occupancy of Property.

- 1. A person needs a certificate of occupancy to establish or change, or allow to be established or changed, any occupancy of land or any building or portion thereof. A certificate of occupancy is issued by the department of building services with approval of the fire and planning services departments when the occupancy complies with the building code, fire code and the land use codes.
- 2. A person needs a variance or a certificate of compliance from the planning services director or hearing examiner to render lawful proposed or existing structures which do not comply with the locational or dimensional standards of the zoning code, shoreline master program or flood hazard ordinance.
- 3. A person needs the proper zoning classification (or design plan designation) and in some cases a conditional use permit or planned unit development approval to establish or maintain, or allow to be established or maintained, any use of land and buildings.

- a. Zone classifications are established by the city council upon recommendation of the plan commission or hearing examiner.
 - b. Conditional use permits are granted by the planning services director or hearing examiner.
 - c. Preliminary planned unit developments are approved by the hearing examiner. Final planned unit developments are subject to approval by ordinance of the city council. Plans-in-lieu of compliance are approved by the planning services director or hearing examiner in accordance with the comprehensive plan, zoning code and environmental policy code.
4. A person may need special approvals, which may include bonds or other security devices, and may be required to meet various conditions and standards, to establish, change, or maintain certain uses, occupations, or activities upon property, depending upon the definition of the activity, as provided by numerous federal, state, regional and local regulatory programs.
 5. A person is required to maintain buildings, land, and premises in satisfaction of minimum standards prescribed by the existing buildings and conservation code, the fire code, conditions imposed under the land use codes, and various other laws relating to public health and safety and nuisance.

C. Construction Activities and Contractors.

1. General and specialty contractors are required to be registered with the state under chapter 18.27 RCW, and such registration is a prerequisite for the issuance of any building permit. Some contractors are also subject to special regulations by the state. A person needs a license from the City to operate as a contractor using explosives. The blaster's license is issued by the director of engineering services and may be revoked by the director of engineering services or by the fire official under the license code.
2. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:
 - a. installing or servicing heating, cooling, and ventilating systems;
 - b. operating steam boilers; or
 - c. operating aircraft refueler units.

Such licenses are issued by the department of building services in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

3. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:
 - a. installing, or servicing, or using gas or oil fuels;
 - b. maintaining or altering fire equipment systems;
 - c. testing underground storage tanks.

Such licenses are issued by the fire department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

4. In addition to a building permit or land use permit, a person needs a specific permit for:
 - a. blasting,
 - b. moving a building,
 - c. installing or connecting a sewer,
 - d. installing or altering fire protection or detection equipment, and
 - e. obstructing a street.

Section 4. That there is adopted a new section 13.02.0109 to chapter 13.02 SMC to read as follows:

13.02.0109 Construction, Demolition and Landclearing Waste

- A. "Construction, demolition and landclearing waste" or "CDL waste" means any combination of recyclable or nonrecyclable construction, demolition and landclearing waste that results from and is incidental to construction, remodeling, repair or demolition of buildings, roads or other structures, or from landclearing for development, and requires removal from the site of construction, demolition or landclearing.
- B. "Construction waste" means wood, concrete, drywall/wallboard, masonry, roofing, siding, structural metal, wire insulation, carpet, carpet pad, metal or PVC pipe, porcelain plumbing fixtures, steel, insulation, and other building material;

and plastics, styrofoam, twine, baling and strapping materials, cans, buckets, and other packaging materials and containers. It also includes sand, rocks and dirt that are used in construction. In no event shall construction waste include dangerous or extremely hazardous waste of any kind, garbage, sewerage waste, animal carcasses or asbestos.

- C. “Demolition waste” means solid, waste, largely inert waste resulting from the demolition or razing of buildings, roads and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel, and minor amounts of other metals, such as copper. Plaster (i.e. drywall, sheet rock or plasterboard) or any other material, other than wood, that is likely to produce gases or a leachate during the decomposition process and asbestos wastes are not considered to be demolition waste for the purposes of this regulation.
- D. “Inert Waste” means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.
- E. “Landclearing waste” means natural vegetation and minerals, such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sod and rocks.
- F. No putrescible wastes are permitted as construction, demolition or landclearing wastes.

Section 5. That there is adopted a new section 13.02.0119 to chapter 13.02 SMC to read as follows:

13.02.0119 Incidental Hauling

“Incidental hauling” is defined as less than thirty-three percent of total bill for services and is an adjunct or secondary activity to the primary activity of demolition or construction activities.

Section 6. That there is adopted a new section 13.02.01191 to chapter 13.02 SMC to read as follows:

13.02.01191 Permitted Facility

“Permitted facility” is defined as a facility permitted by the Spokane regional health district within Spokane County in accordance with chapter 70.95 RCW.

Section 7. That there is adopted a new section 13.02.0125 to chapter 13.02 SMC to read as follows:

13.02.0125 Solid Waste Permit

“Solid waste permit” is issued by the director of solid waste for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition permittee;
- C. Each container must be inspected by the solid waste department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.1191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste department staff. Such party shall furnish promptly such records or information as the requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 8. That there is adopted a new section 13.02.0127 to chapter 13.02 SMC to read as follows:

13.02.0127 Specialized Solid Waste Handling Equipment

“Specialized solid waste handling equipment” is defined as:

- A Front load waste collection vehicle;
- B Rear load waste collection vehicle;
- C Side load waste collection vehicle;

- D. Tilt-frame collection vehicle for the hauling of roll-off waste; containers or waste compactors;
- E. Private roll-off waste container;
- F. Intermodal container used for solid waste disposal;
- G. Container carrier truck or container delivery truck for the hauling of solid waste containers; or
- H. Solid waste container for the collection of solid waste is one-yard; or two-yard, three-yard, four-yard, six-yard, or eight-yard size.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Public Works Committee
Solid Waste Department
May 13, 2013

Subject

Changes to SMC 13.02.0204, SMC 13.02.0109, SMC 13.02.0119, SMC 13.02.01191, SMC 13.02.125, SMC 13.02.0127, SMC 17G.010.100, SMC 17F.040.075

Background

The Solid Waste Management Department requests changes to Chapter 13.02 concerning Construction and Demolition and Land-clearing waste management and disposal, private hauling clarifications, building and demolition disposal requirements.

Impact

By modifying Ch. 13.02 in the following ways:

- 1) SMC 13.02.0204 – Restates the prohibition of specialized solid waste hauling equipment by anyone other the SWM department. Defines Construction, Demolition and Land-clearing (CDL) wastes.
- 2) SMC 17G.010.100 – Provides for issuance of a demolition permit to cover demolition aspects of a building permit.
- 3) SMC 17F.040.075 – Allows for disposal of wastes generated by building and demolition permits to be disposed of at a permitted facility within Spokane County.
- 4) SMC 13.02.0109 – Defines Construction, Demolition and Land-clearing (CDL) waste.
- 5) SMC 13.02.0119 – Defines incidental hauling
- 6) SMC 13.02.01191 – Defines permitted facility
- 7) SMC 13.02.0125 – Solid Waste Permit for roll-off containers for demolition purposes
- 8) SMC 13.02.0127 – Defines specialized solid waste handling equipment

Action

Recommend approval.

Funding

Revenue neutral.

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

06/03/2013

Date Rec'd	5/22/2013
Clerk's File #	ORD C34991
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	SCOTT CHESNEY 625-6061
Contact E-Mail	SCHESENEY@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - ORDINANCE RE-NAMING PERRY STREET & ERIE STREET

Agenda Wording

An ordinance re-naming Perry Street north of Trent Avenue to Iron Bridge Way and Erie Street north of Trent Avenue to Iron Court.

Summary (Background)

On February 27, 2013, the City Plan Commission held a public hearing to obtain public comments on the proposed street re-naming. After review of public testimony received, the City Plan Commission recommends the approval of the proposed street name changes.

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

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	Plan Commission 2/27/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	GEMMILL, GERRY	mpowers@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		jsacco@spokanecity.org	
		mshannon@spokanecounty.org	
		lcussins@spokanecity.org	

ORDINANCE NO. C34991

AN ORDINANCE re-naming Perry Street and Erie Street north of Trent Avenue to "Iron Bridge Way" and "Iron Court" respectively.

WHEREAS, a roadway name shall be established or changed by ordinance upon recommendation of the City Plan Commission, pursuant to the Spokane Municipal Code Chapter 17D.050; and

WHEREAS, the City Plan Commission conducted a public hearing on February 27, 2013, to obtain public comments on the proposed street naming and after close of public testimony unanimously voted to recommend approval of the name change to the City Council; -- Now, Therefore,

The City of Spokane does ordain:

1. Perry Street, north of Trent Avenue shall be named "Iron Bridge Way" in alignment with the existing private street also named Iron Bridge Way.
2. Erie Street, north of Trent Avenue for one block shall be named "Iron Court".
3. The Applicant shall pay for the installation of the initial street signage, then after installation and acceptance by the City, they shall be maintained by the City.
4. The roadway shall remain a public road and the City will continue to maintain the roadway.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Street Name Change for Perry Street and Erie Street north of Trent Avenue per the Spokane Municipal Code Chapter 17D.050-Roadway Naming

A recommendation from the City Plan Commission to the City Council is required to approve an application by a property owner to rename public streets. The applicant proposes to change Erie Street, north of Trent Avenue, to Iron Court. The applicant also proposes to change Perry Street, north of Trent Avenue, to Iron Bridge Way to coincide with the existing private street also named Iron Bridge Way. Guidance for a change to street name is provided in Spokane Municipal Code Chapter 17D.050 Roadway Naming.

Findings of Fact:

- A.** The Plan Commission has been presented with a private application for a street name change.
- B.** The Plan Commission has reviewed the proposal and procedure for changing the street name at a workshop on January 9, 2013. At this time they recommended a public hearing date for February 28, 2013.
- C.** The proposal includes two street name changes. Erie Street, north of Trent Avenue for one block is proposed to change to Iron Court. South of Trent Avenue, Erie Street is expected remain, but a southern portion of Erie Street will be used as alignment for the new Martin Luther King Junior (MLK) Way. Perry Street, north of Trent Avenue is proposed to change to Iron Bridge Way in alignment with the existing private street also named Iron Bridge Way. South of Trent Avenue, Perry Street is expected to be replaced with a Roundabout where the new MLK Way will meet Trent Avenue. The existing Erie and Perry Streets dead end into the Iron Bridge Office campus, which is further geographically isolated with railroad tracks to the north of the site. Perry Street does continue on the north side of the railroad tracks for three parcels before it stops and reappears on the grid north of Mission Street.
- D.** The proposed amendments were initiated and processed pursuant to the procedures set forth in Chapter 17D.050 SMC.
- E.** Notice of the proposed street name change was published in the Spokesman Review on February 13 and February 20, 2013. In addition an email was distributed by the applicant to tenants of the Iron Bridge Campus and notice was posted on the site per SMC 17G.060.120.
- F.** The City Plan Commission held a Public Hearing on February 27, 2013 to obtain public comments on the proposed amendments; deliberations followed.

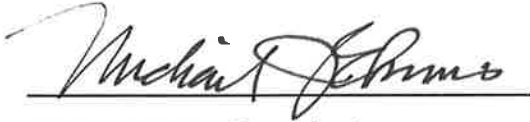
Conclusions:

- A.** The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.
- B.** The Plan Commission has found that the proposed amendments meet the approval criteria stipulated in 17D.050.020:

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17D.050.

Recommendations:

By a unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed street name change.

A handwritten signature in black ink, appearing to read "Michael Ekins", written over a horizontal line.

**Michael Ekins, President
Spokane Plan Commission**

February 27, 2013
Date