

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 24, 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 NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|----------------|------------------------------|
| 1. Low bids meeting specifications of: | Approve
All | |
| a. Columbia Electric Supply (Spokane, WA) for a Medium Voltage Motor Control Center for the Lincoln Heights Pump Station—\$528,765.72 (including tax). | | OPR 2013-0456
BID 3937-13 |
| b. Specialty Pump Services, Inc. (Spokane, WA) for two 400hp Pumps for the Lincoln Heights Pump Station—\$170,270.23 (including tax). | | OPR 2013-0457
BID 3938-13 |
| 2. Purchase of ITRON Automated Meter Reading equipment and Encoder Receiver Transmitters without public bidding on an "as needed" basis using Resolution 2012-0058 declaring ITRON a sole source—\$300,000. | Approve | OPR 2013-0458 |
| 3. Addendum to contract with Wheelabrator Spokane, Inc. (Spokane, WA) to complete 2013 Capital Projects at the Waste-to-Energy Facility for the purpose of increasing the efficiency or utility of the facility—\$8,600,000, plus 10% administrative reserve. (Relates to Emergency Budget Ordinance C34997.) | Approve | OPR 1987-0585 |

Dan Kegley

Russ Menke

- | | | | |
|-----|---|----------------|------------------------------|
| 4. | Contract extension with Inland Environmental Resources, Inc. (Spokane, WA) to supply Magnesium Hydroxide to the Riverside Park Water Reclamation Facility for effluent pH adjustment—estimated annual expense \$508,172.50 (including tax).
Dale Arnold | Approve | OPR 2011-0539
BID 3779-11 |
| 5. | Amendment to contract for Outside Counsel with Keating Bucklin & McCormack, Inc. for legal services and advise to the City regarding the defense of the matter of the <i>Estate of Jason Poss v. City of Spokane</i> —\$63,080.57.
Nancy Isserlis | Approve | OPR 2012-0592 |
| 6. | Change Order No. 3 to contract with Red Diamond Construction, Inc. (Spokane, WA) for 11th Avenue from Latah Bridge to Coeur d'Alene Street; 12th Avenue from Spruce Street to Inland Empire Way; Spruce Street from 12th Avenue to 11th Avenue—increase of \$25,662 and no working days. Total cost-to-date—\$398,388.20.
Ken Brown | Approve | PRO 2011-0030
ENG 2011162 |
| 7. | Increase administrative reserve on contracts with: | Approve
All | |
| | a. Red Diamond Construction, Inc. (Spokane, WA) for Howard Street from Joseph Avenue to Columbia Avenue—\$6,950. Total administrative reserve—\$13,572.43 or 20.5% of the contract price. | | PRO 2012-0013
ENG 2011163 |
| | b. Spokane Rock Products, Inc. (Spokane, WA) for Wall Street – Riverside Avenue, 4th Avenue to 5th Avenue Intersections—\$20,000. Total administrative reserve—\$70,365.27 or 14% of the contract price.
Ken Brown | | PRO 2013-0004
ENG 2012117 |
| 8. | Five-year Agreement with the Spokane County Sheriff to provide inmate crews from the Geiger Correction Center to provide various services—estimated annual expense \$35,000.
Scott Windsor | Approve | OPR 2013-0459 |
| 9. | Five-year Agreement with Duncan Parking Technologies, Inc. (Milwaukee, WI) to provide credit card enabled parking meters outfitted with vehicle sensors in the Downtown Core—amount not to exceed \$995,000. (Relates to Emergency Budget Ordinance C34998.)
David Steele | Approve | OPR 2013-0460
BID 3918-13 |
| 10. | Value Blanket Order Renewal with Gunarama, Inc. (Spokane, WA) for police equipment—estimated annual expense \$35,000.
Jason Franklin | Approve | OPR 2013-0461
BID 3689-10 |

- | | | |
|---|-----------------------------------|---------------|
| 11. Memorandum of Understanding with Hoopfest Association (Spokane, WA) for reimbursement of 60% of actual Police and Fire personnel costs related to Hoopfest 2013. Projected Police costs—\$81,000 revenue. Projected Fire costs—\$19,000 revenue.
Jason Franklin | Approve | OPR 2013-0462 |
|
 | | |
| 12. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2013-0002 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C34997 Solid Waste Disposal Construction Fund

FROM: Unappropriated Reserves, \$6,300,000;

TO: Machinery/Equipment, same amount.

(This action budgets for the implementation of certain Capital Projects at the Waste-to-Energy Facility to maintain efficient and safe operations.) (Relates to Consent Agenda Item No. 3)

Russ Menke

ORD C34998 Parking Fund

FROM: Various Accounts, \$1,480,460;

TO: Various Accounts, same amount.

(This action budgets for the Parking Citation Software and Parking Meter Implementation.) (Relates to Consent Agenda Item No. 9)

David Steele

EMERGENCY ORDINANCES

Require Five Affirmative, Recorded Roll Call Votes

- ORD C34995 Relating to the Boiler Code; amending SMC Section 17F.030.010, 17F.030.020, 17F.030.050, 17F.030.090; declaring an emergency and setting an effective date.
Scott Chesney
- ORD C34996 Relating to the Building Code; amending SMC Sections 17F.040.010, 17F.040.020, 17F.040.090, 17F.040.125, 17F.040.130, 17G.010.040, 17F.090.010, 17F.100.010, 17F.060.010; declaring an emergency and setting an effective date.
Scott Chesney

RESOLUTION & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0051 (To be considered under Hearings Item H1.)
- 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

Final Reading Ordinances approving and confirming the assessments and assessment rolls of:

- ORD C34999 Local Improvement District No. 2010134 for street improvements of
PRO 2010-0034 Oak Street from Inland Empire Way to 28th Avenue (Latah Valley
LID 2010134 Neighborhood), and
Gary Nelson
- ORD C35000 Local Improvement District No. 2010135 for paving of the alley between
PRO 2012-0010 Marshall Avenue and South Crescent Avenue from Lacey Street to
LID 2010135 Nelson Street (Chief Garry Park Neighborhood), and
Gary Nelson

levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said rolls; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the costs and expenses of said improvements; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35001 Relating to firearms; amending SMC Sections 10.10.050 and 10.11.052.
Sponsor: Council Member Mike Fagan
- ORD C35002 Approving a project agreement and easement between the Park Board and Yong Lewis.
Leroy Eadie

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. | Resolution 2013-0051 adopting the revised and extended Six-Year Comprehensive Street Program, 2014-2019 (Various Neighborhood Councils).
Brandon Blankenagel | Adopt
Upon Roll
Call Vote | RES 2013-0051 |
|-----|--|---------------------------------|---------------|
-

**Motion to Approve Advance Agenda for June 24, 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 24, 2013, Regular Legislative Session of the City Council is adjourned to Monday, July 8, 2013.

Note: The regularly scheduled City Council meeting for Monday, July 1, 2013, has been canceled.

NOTES

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	OPR 2013-0456
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	3937-13
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE16622
<u>Agenda Item Name</u>	4100-BID #3937-13 PURCHASE OF MEDIUM VOLTAGE MOTOR CONTROL CENTER		

Agenda Wording

Low bid meeting specifications of Columbia Electric Supply (Spokane, WA) for a Medium Voltage Motor Control Center for the new Lincoln Heights Pump Station - \$528,765.72 including tax

Summary (Background)

On May 6, 2013, sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with a Medium Voltage Motor Control Center. One response was received from Columbia Electric Supply. This equipment supplies the power and provides the operational controls for the pumps and motors at the new Lincoln Heights Pump Station.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 528,765.72	# 4100-42490-94000-56501
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 6/10/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Water: acline, mnandagopal, cpeterschmidt, mcleveland	

<u>Additional Approvals</u>		Taxes & Licenses
<u>Purchasing</u>	PRINCE, THEA	

BRIEFING PAPER
Public Works Committee
Water Department
June 10, 2013

Subject

The Purchase of a Medium Voltage Motor Control Center from Columbia Electric Supply as per BID# 3937-13, \$528,765.72, including tax

Background

On May 6, 2013, sealed bids were opened to provide the Water Department with one Medium Voltage Motor Control Center for the new Lincoln Heights Booster Station. This equipment supplies the power and provides the operational controls for the pumps and motors at the station. One bid was received; the Water Department chose to accept the bid.

Impact

This purchase, as a part of the new replacement booster station, will provide for increased energy efficiency, capacity, and operational flexibility at the Lincoln Heights Booster Station.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	OPR 2013-0457
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	3938-13
<u>Requisition #</u>	RE 16626

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4100-BID #3938-13 PURCHASE OF TWO 400HP PUMPS

Agenda Wording

Low bid meeting specifications of Specialty Pump Services Inc. (Spokane, WA) for two (2) 400hp Pumps for the Lincoln Heights Pump Station - \$170,270.23 including tax

Summary (Background)

On May 13, 2013 sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with two (2) 400hp pumps for the Lincoln Heights Pump Station. Seven bids were received; The low bidder, Gicon Pumps withdrew their bid due to an error; so Specialty Pump Services is the lowest responsive bidder.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 170,270.23	#	4100-42490-94000-56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 6/10/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Water: acline, mnandagopal, cpeterschmidt, mcleveland	
<u>Additional Approvals</u>		Taxes & Licenses	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Water Department
June 10, 2013

Subject

The Purchase of two 5000 gpm 400 hp pumps, from Specialty Pump Services, Inc., as per BID# 3938-13, \$170,270.23, including tax

Background

On May 13, 2013, sealed bids were opened to provide the Water Department with two 5000 gpm 400 hp pumps for Lincoln Heights Booster Station. Bids for three larger pumps have already been awarded. Bids for these two smaller pumps were not accepted at that time and they were rebid. Seven bids were received; the Water Department chose to accept the low bid from Specialty Pump Services.

Impact

This purchase, as a part of the new replacement booster station, will provide for increased energy efficiency, capacity, and operational flexibility at the Lincoln Heights Booster Station.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

LINCOLN HEIGHTS PUMP STATION PUMPS 400HP (RE-BID)
BID #3938-13 OPEN: 5/13/13

	APSCO LLC PO Box 2639 Kirkland WA 98083	Cascade Mach. 5711 E Sharp Spokane WA 99212	United Crown Pump & Drilling 3125 W Hayden Ave Hayden ID 83835	Flowserve US Inc. 5310 Taneytown Pike Taneytown MD 21787	Gicon Pumps & Equipment PO Box 340 Abernathy TX 79311	Beckwith & Kuffel 1313 S. 96 th Street Seattle WA 98108	Specialty Pump Service 4712 S Thor Street Spokane WA 99223
Two (2) 5000 gpm, 220 ft Head Vertical Line Shaft Pumps w/ Premium Efficiency - 2400V, 60 Hz, 3 Ø electric Motor	\$99,375.00/ea \$198,750.00	\$100,560.00/ea \$201,120.00	\$94,900.00/ea \$189,800.00	\$85,065.00/ea \$170,130.00	\$51,848.00/ea \$103,696.00	\$82,500.00/ea \$165,000.00	\$78,321.17/ea \$156,642.35
Sales Tax – 8.7%	\$17,291.25	\$17,497.44	\$16,512.60	\$14,801.30	\$9,021.55	\$14,355.00	\$13,627.88
TOTAL BID:	\$216,041.25	\$218,617.44	\$206,312.60	\$184,931.30 **	\$112,717.55	\$179,355.00	\$170,270.23
5000 Pump Efficiency: Motor Efficiency:	83% 400hp/95% (Note: Nominal premium efficiency = 95%; Guaranteed efficiency is 94.1%)	86.9% 400hp/93.6%	85% 400hp/95%	84% 400hp/95%	84% 400hp/95%	85.6% 400hp/95%	85% 400hp/94.1%
Exceptions to Specifications		<u>Operating Conditions</u> Performance curve shows bowl performance – take exception to 375 ft. shut off head TA MAX Allowable speed 1770 <u>Pump Construction</u> 3.7Column Flanges will be steel Column flanges will be designed		<u>Operating Conditions</u> Efficiency at 250 ft is 75% BEP = 5468 gpm	<u>Pump Construction</u> 3.7 Column Pipe – will be using 150# ANSI Steel FLG. <u>Discharge Head Assembly</u> 4.1 Discharge Head – will be using 150# ANSI Steel FLG.	<u>Pump Construction</u> 3.3 Suction Bowl – Sand Collar will be 304 SS 3.6 Bearing – Bearing will be bronze due to column diameter <u>Documents</u> 6.0 This bid does not include any additional hydrostatic testing or running performance testing based upon	

		to withstand 250 psi but will not be per ANSI 150# flange dimension <u>Discharge and Assembly</u> 4.1 Discharge flange will be steel and per ANSI 150# dimensions				the requirements of the specification. However, if either the hydrostatic testing or running performance testing is required for the bowl assembly only, this bid can be revised to include this.	
Delivery of Pumps & Motors	280 days FRO (See lead time details & options on page 2a)	126 days FRO	165 days FRO	154 days from Release to Manufacture	112 days FRO	80 days FRO	98 Days FRO
Business License Number	T1205544BUS (Expires 10/5/13)	T1203349BUS	T12038611BUS		L0950494	T13001357BUS	T12047722BUS
Supplier accept credit card	NO	YES	NO	NO	YES	YES	NO
Additional Purchases	YES till 7/8/13	YES till 6/30/13	YES till 6/12/13	YES till 7/31/13	YES till 12/31/13	YES – 90 DAYS AFTER BID OPENING	YES till 7/1/13

** made changes to terms & conditions –
Wants money up front... The City of Spokane
Doesn't do that.

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	OPR 2013-0458
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2012-0058
<u>Project #</u>	
<u>Bid #</u>	SOLE SOURCE
<u>Requisition #</u>	VBO

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4100-WATER DEPARTMENT ITRON SOLE SOURCE PURCHASE

Agenda Wording

Purchase of ITRON Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERT'S) without public bidding on an "as needed" basis using a Resolution 2012-0058 declaring ITRON a sole source and authorizing future purchases.

Summary (Background)

In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading system. This system was chosen because it could read the Neptune ARB Pro-Read pads and pin boxes, and interface this information with the City's billing system. In 2001 the City Water Department began installing Itron Encoder Receiver Transmitters to replace the older Neptune Pro-Read pads and pin boxes allowing faster meter reading. The Automated Meter Reading Equipment and Radio

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 300,000.00	#	4100-42435-34148-53502
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 6/10/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	Purchasing: tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Water: acline	
<u>Additional Approvals</u>		Taxes & Licenses	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Water Department
June 10, 2013

Subject

A resolution declaring Itron, Inc. as a sole source, authoring future purchases of Itron Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERTS) without public bidding.

Background

In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading System. This system was chosen because it could read the Neptune ARB pro read pads and pin box's, and interface this information with the City's Billing system. In 2001, the City Water Department began installing Itron Encoded Receiver Transmitters to replace the older Neptune Pro-Read pads and pin box's thus allowing faster meter reading. The Automated Meter reading equipment and Radio Transmitter in the water industry are proprietary and vendor specific. This value blanket order will cover cost to continue the program for twelve months through June 30, 2014.

Impact

The Water Department is the user of the Value Blanket. The estimated annual expenditure is \$300,000 including tax.

Action

Recommend approval

Funding

Funding is from the Water & Hydroelectric Inventory purchase fund.

RESOLUTION NO. 2012-0058

A resolution declaring ITRON, INC. as sole source, authorizing future purchase of ITRON Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERT'S) without public bidding and approving a value blanket order for the purchase of AMR Equipment and ERT's "as needed" at an estimated annual cost of \$300,000.00 (including tax)

WHEREAS, In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading System. This system was chosen because it could read the Neptune ARB pro read pads and pin box's, and interface this information with the City's Billing system. In 2001 the City Water Department began installing Itron Encoder Receiver Transmitters to replace the older Neptune Pro-Read pads and pin box's allowing faster meter reading. The Automated Meter Reading equipment and Radio Transmitters in the water industry are proprietary and vendor specific.

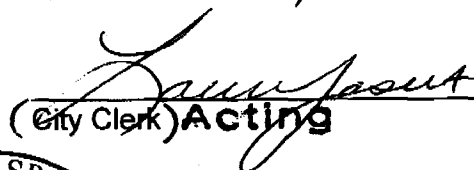
WHEREAS, radio transmitters in the water industry are proprietary and vendor specific. A majority of the radios installed by the City of Spokane to date are Itron and can only be read by Itron equipment, and

WHEREAS, the 2012 public bid limit for the purchase of goods is \$45,900; and

WHEREAS, the City desires to purchase various pieces of Automated Remote Meter reading equipment and Encoder Receiver Transmitters on an "as needed" basis for an estimated annual cost of \$300,000.00 (including tax) -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares ITRON, INC. as a sole source for the purchase of Itron Automated Remote Meter Reading equipment and Encoder Receiver Transmitters without public bidding, and approves the value blanket order for purchase of Automated Remote Meter Reading equipment and Encoder Receiver Transmitters on an "as needed" basis at an estimated annual cost of \$300,000.00 (including tax).

ADOPTED BY THE CITY COUNCIL ON June 25, 2012


(City Clerk) **Acting**

Approved as to form:


Assistant City Attorney





Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Spokane, WA

BMR# 3671-13 Ver1 May
May 6, 2013

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
ERT's						
1	ERW-0771-2 05	60W ERT, Inline Connector Encoder, Neptune Protocol - ProRead		\$120.00		(1-2)
		60W Discount		(\$55.00)		
			30	\$65.00	\$1,950.00	
2	ERW-0771-4 25	60W-R ERT, 10" Flying Lead, Remote, Neptune Protocol- ProRead		\$110.00		(1-2)
		60W-R Discount		(\$50.00)		
			30	\$60.00	\$1,800.00	
3	CFG-0771-0 21	60W-R/100W-R Mounting Kit for Remote Installations (Box Quantity 30)	30	\$2.50	\$75.00	
4	CFG-0151-0 05	Standard 25' cable with In-Line connector with .135" diameter protective cover	1	\$15.00	\$15.00	
5	ERW-1300-2 02	100W ERT, Encoder with Integral Connector and Antenna Connector		\$135.00		(1-2)
		100W Discount		(\$65.00)		
			24	\$70.00	\$1,680.00	
6	ERW-1300-2 03	100W ERT, Encoder with Integral Connectors and Antenna Connectors for Leak Sensor and Antenna		\$145.00		(1-2)
		100W Discount		(\$70.00)		
			24	\$75.00	\$1,800.00	
7	ERW-1300-2 13	100W-R ERT, Encoder Remote with 10 Inch Cable		\$135.00		(1-2)
		100W-R Discount		(\$70.00)		
			30	\$65.00	\$1,950.00	
8	ERW-1300-2 14	100WP-R ERT, Encoder Remote with 10 Inch Cable and 10 Inch Cable for Leak Sensor		\$145.00		(1-2)
		100WP-R Discount		(\$65.00)		
			30	\$80.00	\$2,400.00	
9	CFG-0900-0 03	100W Through-the-Lid remote mount antenna Kit		\$27.00		
		Remote Mount Antenna Kit Discount		(\$2.00)		
			12	\$25.00	\$300.00	
Hardware						
10	FC3-0004-0 01	FC300, SRead Radio, Bluetooth	1	\$4,590.00	\$4,590.00	(3)
11	FC3002DSKCRDL	FC300 single dock, includes power supply and power cable	1	\$423.00	\$423.00	(3)
12	FC3004MLTDCK	FC300 5-bay multi-dock, includes power supply and power cable	1	\$1,698.00	\$1,698.00	(3)
13	FC3059CABLE	FC300 Charge/Comm Interface Cable, USB client for ActiveSync with power connector	1	\$42.00	\$42.00	(4)
13	MC3-CF	Mobile Collector 3 - 3 Year Warranty RF Unit and Laptop	1	\$48,000.00	\$48,000.00	(5-8)
	>100K ERT's					
	SWA-0304-2 01	Toughbook CF-31 Laptop w/ DVD (5 year warranty)				
	SWK-0210-0 01	MC Software version 3.4.1 CF-31 MkII (3-year warranty parallels RF Unit)				
	DCU-5310-0 11	MC3 RF Unit (3 year warranty)				
	DCU-5302-3 02	MC3, CF-3X Ship Kit (Permanent Wiring, Sled Mounted w/ sled)				
14	MCLITE	Mobile Collector Lite	1	\$9,300.00	\$9,300.00	
	DCU-5310-2 01	MCLite RF Unit (1 Year Warranty)				
	DCU-5002-2 01	MCLite FC300 Ship Kit (Permanent Wiring)				



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Spokane, WA

BMR# 3671-13 Ver1 May
May 6, 2013

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Annual Maintenance						
15	Maintenance	FC300, SRead Radio, Bluetooth	1	\$435.00	\$435.00	
16	Maintenance	FC300 single dock, includes power supply and power cable	1	\$37.80	\$37.80	
17	Maintenance	FC300 5-bay multi-dock, includes power supply and power cable	1	\$192.00	\$192.00	
18	Maintenance	Mobile Collector Lite	1	\$576.00	\$576.00	

Notes and Assumptions

- (1) ERT Module types and quantities are based on information provided by the utility and may change based on actual meter types and data collection requirements. Pricing does not include new meters or registers.
- (2) 60W/100W full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment.
For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.
For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
- (3) FC300 Handheld unit and single desk dock require a power supply and AC power cord. The same power supply can be used for both. The multi-dock desk dock comes with a power supply but requires an AC power cord.
- (4) Itron recommends at least one USB cable is purchased if only ordering a FC300 Multi-dock for IT staff to support data recovery or troubleshooting issues that may occur over the life of the system.
- (5) Mobile Collection 3.0 RF units and MC Software includes a 3 year warranty.
- (6) Annual Maintenance for the RF unit and MC Software is available after the warranty period, starting at \$2520/yr and \$996/yr, respectively, based on Itron's current pricing.
- (7) The Panasonic Toughbook Laptop comes with a 5 year warranty. Panasonic does not offer Annual Maintenance after the warranty period so all Laptop hardware support will be handled under Panasonic Time and Materials process.
- (8) To pedestal mount the MC3's Laptop the customer must separately purchase a vehicle mount kit that is specific to the customer's vehicle.
Gamber Johnson and Ram Mount both manufacture pedestals and other mounts for various vehicle types.
www.gamberjohnson.com
www.ram-mount.com
- (9) Taxes and freight are not included. Prices are in US dollars. Prices above are valid from June 1, 2013 to July 31, 2014.

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	OPR 1987-0585
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C34997
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	EBO

<u>Submitting Dept</u>	SPOKANE REGIONAL SOLID WASTE SYSTEM
<u>Contact Name/Phone</u>	RUSS MENKE 625-6524
<u>Contact E-Mail</u>	RMENKE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 ADDENDUM TO CONTRACT WITH WHEELABRATOR SPOKANE INC.

Agenda Wording

Addendum to contract with Wheelabrator Spokane Inc. (Spokane, WA) to complete 2013 Capital Projects at the waste to energy facility for the purpose of increasing the efficiency or utility of the facility. \$8.6 million plus 10% administrative reserve.

Summary (Background)

Capital improvements preserve the reliability, efficiency and safety of the WTE facility and extend its useful life. Capital projects this year include improvements to mitigate identified risks, replacement of controls for the gas burners, and replacement of existing water walls in the upper portions of the furnaces with new water wall panels which include alloy overlays to increase resistance to corrosion and erosion, reducing maintenance costs and increasing reliability and useful life.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 8,300,00.00	#	4490-44100-94000-56401
Expense	\$ 300,000.00	#	4490-44100-94000-56203
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MENKE, RUSS	<u>Study Session</u>	Public Works Cmte. 6/10/13
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cmarchand@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

CONTRACT ADDENDUM

2013 CITY CAPITAL PROJECTS

THIS ADDENDUM is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and WHEELABRATOR SPOKANE, INC., whose address is 2900 South Geiger Boulevard, Spokane, Washington 99224-5400, as "Company" and collectively referred to as the "Parties".

WHEREAS, on August 28, 1989, the Company entered into an Amended and Restated Operation and Maintenance Contract ("Service Agreement") with the City whereby the Company undertook operation and maintenance responsibilities for the City's Waste to Energy Facility ("Facility") for a term of twenty (20) years; and

WHEREAS, on September 9, 2011, the Company entered into a Contract Extension Agreement with the City extending the Service Agreement for additional periods of time; and

WHEREAS, the City desires to have certain City Capital Projects commenced by the Company in 2013; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. This Contract Addendum is specifically integrated into the Service Agreement and Contract Extension Agreement as though written in full, which shall remain in full force and effect except as provided herein. This Contract Addendum shall control in the event of any conflict between it and the other contract documents.
2. EFFECTIVE DATE. This Contract Addendum shall become effective upon signature by both Parties.
3. 2013 CITY CAPITAL PROJECTS.
 - A. The Parties agree that the Company shall complete certain City Capital Projects entitled 2013 Capital Projects for the purpose of increasing the efficiency or utility of the Facility. The 2013 Capital Projects are identified in detail in the attached Appendix W.
 - B. The Parties shall comply with the procedures set forth in Section 9.4 of the Service Agreement.
 - C. The Company shall document which vendors/contractors were contacted, provide

copies of received quotes, and justify its choice of recommended vendors/contractors to the satisfaction of the City.

- C. The Company acknowledges that chapter 39.08 RCW on performance / payment bonds; chapter 39.12 RCW on prevailing wages; and chapter 60.28 RCW on final acceptance and statutory retainage shall apply to the 2013 Capital Projects.

4. COMPENSATION. The City shall reimburse the Company's costs for the 2013 Capital Projects as a Pass-Through Cost in an amount up to EIGHT MILLION SIX HUNDRED THOUSAND DOLLARS (\$8,600,000.00) in accordance with the terms of the Service Agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

WHEELABRATOR SPOKANE, INC.

E-Mail address, if available: _____

By: _____

Title: _____

APPENDIX W

2013 CITY CAPITAL PROJECTS

CP-1 Risk Mitigation Improvements

Several documents prepared during 2011 and 2012 recommended improvements to the Facility to reduce risks. These documents included the Arc Flash Study completed in 2011, the FM Global Risk Report based on the August 19, 2011 site visit, the Process Safety Management (PSM) audit completed in 2011, and the Process Hazard Analysis (PHA) completed in 2012. While many of the recommendations of these documents have already been addressed, several recommendations still must be implemented.

This Capital Project includes provision of all necessary supervision, administration, labor, tools, equipment, materials, and all necessary supplies and incidentals to implement the following recommendations:

- Provide fire protection or fire barriers for the station transformers to protect adjacent station transformers and the Motor Control Center (MCC) building from a transformer fire. Currently the architectural firm of Bernardo – Wills is evaluating costs of a three hour fire rated wall versus the costs of installing a sprinkler fire system over the transformers located adjacent to the Critical MCC building. This does not include the Main step up transformer.
- Provide modifications to the ammonia system to reduce the chances of accidental ammonia emission, to limit the severity of any release through automated shut-off logic, and to simultaneously provide a system that is adequately redundant so that it will not “nuisance” trip.
- Replace 15 kv cabling from Main Transformer to Switchgear – identified during WECC testing the reliability of the cabling may become an issue.
- Fall protection on roof of main boiler building for contractor access to roof equipment. Due to fall protection requirements access to the equipment on the roof such as the weather station needs to be added to allow for mobility on the roof while servicing and installing equipment.
- DC system arc flash study and recommendations. The DC systems at the facility were not included in the original 2011 Arc Flash Study.

CP-1 will be completed on a cost plus basis. The Company will be compensated for its subcontracted costs, plus twenty percent (20%).

CP-2 Gas Burner Controls Upgrade

Replace the controls for the gas burners in both furnaces.

This Capital Project includes provision of all necessary supervision, administration, labor, tools, equipment, materials, and all necessary supplies and incidentals required for the engineering, procurement, installation and software integration of equipment and services to provide for the replacement of controls for the gas burners located in each furnace. The existing controls are obsolete and difficult to maintain, and frequently fail to properly light the burners when required. The work will include new AB/Rockwell PLC processors with RS Logix and associated I/O modules and appurtenances to be installed in place of the existing PLCs utilized for the No. 1 and No. 2 Gas Gun Mini-Bailey controls. The existing control panels shall be replaced with new control panels complete with all required appurtenances for the No.1 and No.2 Gas Gun controls. Work includes programming, training, testing, field check-out, and the provision of all supplementary or miscellaneous items, appurtenance and devices incidental to or necessary for a complete installation.

CP-2 will be completed on a cost plus basis. The Company will be compensated for its subcontracted costs, plus twenty percent (20%).

CP-3 Furnace Waterwall Replacement and Upgrade (First Boiler)

This Capital Project is for all necessary supervision, administration, labor, tools, equipment, materials, and all necessary supplies and incidentals to complete the service described herein, unless other arrangements are agreed upon in the specific work scope. This scope of work is for the procurement and replacement of the upper furnace water walls, rear water wall and screen tubes, and boiler water wall roof tubes. The replacement panels are to be constructed of SA210A1 2.5inchOD with 0.203inchMW provided with a corrosion resistant protective overlay with one side membrane overlay, ensuring 100% of overlay coverage inside the furnace. This work is to include all associated costs for procurement, fabrication, and shipping to the facility of all materials, equipment, and expendables. Installation is to include all electrical, mechanical, and structural work associated with panel replacement. On site costs to include removal of all used material and panels and disposal costs. Labor costs to include any services performed including engineering, welding, scaffolding, rigging, hoisting, refractory, inspection, and insulation work. During this maintenance period the Facility will be in single boiler outages with the refuse cranes in service and numerous projects being performed by various Contractors simultaneously. The work shall be performed in accordance with the scope of work, manufacturer's recommendations, and applicable ASME requirements for fired pressure vessels and all applicable Jurisdictional Requirements.

Functionality of all wall openings including but not limited to ammonia injection nozzles, access doors, platform support openings, observation ports, instrument and test connections and openings for scaffold supports shall be retained through the use of new bent tube openings as well as new doors, gaskets, ports, nozzles and connections.

Cable openings shall be provided in the new furnace roof. Insulation and lagging shall be replaced.

Existing rappers and drives, thermoprobes and thermocouples shall be removed during demolition of the furnace and reinstalled in the same location. The Contractor shall store and protect removed items.

CP-3 will be completed on a cost plus basis. The Company will be compensated for its subcontracted costs, plus fifteen percent (15%).

CP-4 Furnace Waterwall Replacement and Upgrade (Second Boiler)

This Capital Project is for all necessary supervision, administration, labor, tools, equipment, materials, and all necessary supplies and incidentals to complete the service described herein, unless other arrangements are agreed upon in the specific work scope. This scope of work is for the procurement and replacement of the upper furnace water walls, rear water wall and screen tubes, and boiler water wall roof tubes. The replacement panels are to be constructed of SA210A1 2.5inchOD with 0.203inchMW provided with a corrosion resistant protective overlay with one side membrane overlay, ensuring 100% of overlay coverage inside the furnace. This work is to include all associated costs for procurement, fabrication, and shipping to the facility of all materials, equipment, and expendables. Installation is to include all electrical, mechanical, and structural work associated with panel replacement. On site costs to include removal of all used material and panels and disposal costs. Labor costs to include any services performed including engineering, welding, scaffolding, rigging, hoisting, refractory, inspection, and insulation work. During this maintenance period the Facility will be in single boiler outages with the refuse cranes in service and numerous projects being performed by various Contractors simultaneously. The work shall be performed in accordance with the scope of work, manufacturer's recommendations, and applicable ASME requirements for fired pressure vessels and all applicable Jurisdictional Requirements.

Functionality of all wall openings including but not limited to ammonia injection nozzles, access doors, platform support openings, observation ports, instrument and test connections and openings for scaffold supports shall be retained through the use of new bent tube openings as well as new doors, gaskets, ports, nozzles and connections. Cable openings shall be provided in the new furnace roof. Insulation and lagging shall be replaced.

Existing rappers and drives, thermoprobes and thermocouples shall be removed during demolition of the furnace and reinstalled in the same location. The Contractor shall store and protect removed items.

CP-4 will be completed on a cost plus basis. The Company will be compensated for its subcontracted costs, plus fifteen percent (15%).

BRIEFING PAPER
Public Works Committee
Spokane Regional Solid Waste System
June 10, 2013

Subject

2013 City Capital Projects at the Waste-to-Energy Facility (WTE)

Background

In the six year capital plan prepared in 2012, we planned to invest \$2.3 million in capital improvements to the WTE facility in 2013, \$4.55 million in 2014, and \$7.0 million in 2015. Based on this plan, we included \$2.3 million for capital improvements at the WTE facility in our approved 2013 budget. Major projects scheduled for 2013 included retrofit of the cranes, upgrades to the turbine control system, and certain electrical protection modifications.

Based on scheduling constraints, ongoing evaluations of equipment conditions, opportunities to reduce operating costs, and the amounts of unappropriated reserves in the System's fund, it is desirable to delay certain of these capital improvements (i.e. retrofit of the refuse cranes and turbine controls) to 2014, while accelerating replacement of furnace waterwalls, which had been scheduled for 2014 and 2015, into 2013 and 2014. We have also decided to replace the gas burner controls in 2013.

We now propose to increase our 2013 capital budget by \$6.3 million, to a total of \$8.6 million, and authorize \$8.6 million of capital projects. While only \$4.6 million of these capital projects will be completed in 2013, we need to budget the additional \$4.0 million for a project to be completed in 2014, so that fabrication of waterwall panels can be authorized this year for installation early next year.

Impact

Rescheduling of these capital projects is expected to reduce ongoing maintenance costs, improve facility reliability, obtain cost savings by improving the schedule for fabrication of waterwall panels, and appropriately utilize reserve funds. While capital spending will increase for 2013 and 2014, capital spending in 2015 will be reduced by an equal amount.

Action

Recommend approval.

Funding

Funding for these capital projects will come from unappropriated reserves of the System.

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

OPR 2011-0539

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

DALE ARNOLD 625-7900

Contact E-Mail

DARNOLD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4320 MAGNESIUM HYDROXIDE CONTRACT EXTENSION FOR RPWRF

Cross Ref #**Project #****Bid #**

3779-11

Requisition #

VALUE BLANKET

Agenda Wording

Extend purchase contract with INLAND ENVIRONMENTAL RESOURCES, INC. (SPOKANE, WA) to supply Magnesium Hydroxide to the Riverside Park Water Reclamation Facility (RPWRF) for effluent pH adjustment. Yearly estimated cost: \$508,172.50 including tax.

Summary (Background)

On June 27, 2011, this two-year contract was awarded to Inland Environmental Resources, Inc., the low responsive bidder. The Department wishes to exercise the first of 3 possible one-year extensions, from July 1, 2013 through June 30, 2014. The vendor has proposed a \$10.00 per dry ton reduction in cost, saving approximately \$11,957.00 annually. Actual usage/cost could be more or less, depending on flow and other conditions. Magnesium Hydroxide is used because it is not a hazardous chemical,

Fiscal Impact**Budget Account**

Expense \$ 254,086.25 - 2013

4320-43210-35148-53203

Expense \$ 254,086.25 - 2014

4320-43210-35148-53203

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ARNOLD, DALE

Study Session**Division Director**

ROMERO, RICK

Other

PUB WKS COM

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Tax & Licenses

Additional Approvals

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Purchasing

WAHL, CONNIE

mlesesne@spokanecity.org

dkelley@inlande.com

kstrong@inlande.com

cwahl@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

unlike most other chemicals used to adjust pH. This extension will allow the facility to remain in regulatory compliance at a reduced cost, while supporting a local business. Inland Environmental has been an excellent supplier in past years. This extension was approved by the Public Works Committee on June 10, 2013.

[illegible]

BRIEFING PAPER
Public Works Committee
Wastewater Management
June 10, 2013

Subject

Contract renewal with Inland Environmental Resources, Inc. to supply liquid Magnesium Hydroxide

Background

The Riverside Park Water Reclamation Facility (RPWRF) uses Magnesium Hydroxide to keep effluent pH above 6.0, in order to comply with the National Pollutant Discharge Elimination System (NPDES) permit during the Phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove Phosphorus and alkalinity consumption during Ammonia removal. Wastewater Management chose Magnesium Hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.

Impact

This one-year renewal of the contract will allow the facility to remain in regulatory compliance at reduced cost. Inland Environmental Resources, Inc. will supply the Magnesium Hydroxide at a cost of \$425/dry ton or approximately \$508,173 annually (a reduction in cost of \$10/dry ton or approximately \$11,957 annually).

Action

Recommend approval to renew the contract for an additional year to Inland Environmental Resources Inc through the contract year ending June 30, 2014.

Funding

This contract will be funded using local dollars generated by sewer bills.

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

06/27/2011

Status: **CLERK REVIEW**Date Rec'd
(Clerk use only)

06/15/2011

Clerk's File #

OPR 2011-0539

Renews #

Submitting Dept*:

WASTEWATER MANAGEMENT

Cross Ref #

Contact Name & Phone*:

DALE ARNOLD

625-7901

Project #

Contact E-Mail*

DARNOLD@SPOKANECITY.ORG

Bid #

3779-11

Add'l Docs Attached? ☒

Contract Item

Requisition #

RE 16010

Agenda Item Name: Begin with Dept # 4320 MAGNESIUM HYDROXIDE FOR RPWRF - BID AWARD

Agenda Wording*: 0 character max) ☐ Additional attached?

Purchase Contract with INLAND ENVIRONMENTAL RESOURCES, INC. (SPOKANE, WA) to supply Magnesium Hydroxide to the Riverside Park Water Reclamation Facility (RPWRF) for effluent pH adjustment. Yearly Estimated cost \$520,130 including tax, depending on usage.

Summary (Background)*: 3 character max) ☒ Additional attached?

On May 23, 2011, sealed bids were opened to supply RPWRF with Magnesium Hydroxide. Bids were sent to 47 companies; 4 bids were received. Premier Chemical submitted the low bid, but Legal determined that their bid was non-responsive due to omission of certified testing results required by the bid. Dept. is seeking approval to award to the next lowest bidder, Inland Environmental, who submitted all required information with their bid, and has supplied the product to the City for several years.

Fiscal Impact

Budget Account ☐ Additional attached?

Expense \$ 520,129.50

4320-43210-35148-53203

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications (Date) ☐ None

Dept Head

ARNOLD, DALE

Study Session

Division Director

GEMMILL, GERRY

Other

PUBLIC WORKS 6/13/2011

Finance

LESESNE, MICHELE

Distribution List (Emails preferred) ☐ Additional?

Legal

BURNS, BARBARA

cwahl@spokanecity.org

For the Mayor

FEIST, MARLENE

emasingale@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

WAHL, CONNIE

pdolan@spokanecity.org

Select Dept 1

Taxes & Licenses

Select Dept 2

dkelley@inlande.com

Select Dept 3

kstrong@inlande.com

Save

Cancel

View Related Documents

APPROVED BY SPOKANE CITY COUNCIL

Authorized 6/27/11

SPOKANE CITY CLERK

14

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 4320 MAGNESIUM HYDROXIDE FOR RPWRF - BID AWARD

Agenda Wording (611 character max)

depending on usage.

Summary (Background) (625 character max)

has been an excellent supplier. The initial contract is for a 2 year period beginning July 1, 2011, through June 30, 2013, with three possible one-year renewals. This contract award was briefed to the Public Works Committee on June 13, 2011.

Fiscal Impact

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

Budget Account

#	
#	
#	
#	

Distribution List

dhandley@inlande.com	

BRIEFING PAPER
Utilities Division
Wastewater Management Department
June 13, 2011

Subject

Acceptance of Bid # 3779-11 from Inland Environmental Resources Inc. to supply liquid Magnesium Hydroxide at a cost of \$435/dry ton or approximately \$520,130 annually.

Background

The Riverside Park Water Reclamation Facility (RPWRF) uses Magnesium Hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the Phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove Phosphorus and alkalinity consumption during Ammonia removal. Wastewater Management chose Magnesium Hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.

The bid request was Emailed in 2011 to forty-seven companies, with four responses received:

Premier Chemical, LLC.	West Conshohocken, PA	\$425.00/dry ton
Hill Brothers Chemical	North Salt Lake, UT	\$500.00/dry ton
Inland Environmental Resources	Spokane, WA	\$435.00/dry ton
Thatcher Company of Montana	Salt Lake City, UT	\$605.00/dry ton

The original contract term is two years with three possible one year renewals.

Impact

Premier Chemical, LLC submitted the lowest price bid, but did not submit an independent laboratory analysis for trace metals, making their bid non responsive.

Because Premier's bid was nonresponsive, Inland Environmental Resources the next lowest bidder was determined to be the lowest responsive bidder.

Action

The Wastewater Management Department is seeking Council approval to renew the Magnesium Hydroxide contract for an additional year to Inland Environmental Resources Inc through the contract year ending June 30, 2013.

Funding

This contract will be funded using local dollars generated by sewer bills.

For further information on this subject contact Dave Mandyke, Division Director for Public Works and Utilities at 625-6272. dmandyke@spokanecity.org

MAGNESIUM HYDROXIDE
BID #3779-11 Due: 5/23/11

BID TABULATION

	Hill Brothers Chemical 75 No. 640 W. NSL, UT 84054	Inland Environmental Resources, Inc. PO Box 18978 Spokane, WA 99228	Premier Chemical, LLC 300 Barr Harbor Drive, Suite 250 West Conshohocken, PA 19428	Thatcher Company of Montana PO Box 27407 Salt Lake City UT 84127
Qty of 1100 ton (more or less) Magnesium Hydroxide -Unit Price per dry ton:	\$500.00 dry ton	\$435.00 dry ton	\$425.00 dry ton	\$605.00 dry ton
SUBTOTAL:	\$550,000.00	\$478,500.00	\$467,500.00	\$665,500.00
SALES TAX:	\$47,850.00	\$41,629.50	\$40,672.50	\$57,898.50
TOTAL BID:	\$597,850.00	\$520,129.50	\$508,172.50	\$723,398.50

-UNIVAR USA, INC. SUBMITTED A "NO BID" RESPONSE

The bid request was e-mailed to 47 companies, with 4 bid responses received.

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD
RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE
RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.**

OPR 11-539

RECEIVED
JUN 23 2011
CITY CLERK'S OFFICE
SPOKANE, WA

City Clerk's No. OPR 2011-0539
Bid No. 3779-11

PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and INLAND ENVIRONMENTAL RESOURCES, INC., whose address is P.O Box 18978, Spokane, Washington 99228, as "Vendor."

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City MAGNESIUM HYDROXIDE subject to these terms and conditions
2. CONTRACT DOCUMENTS. This written agreement, the request for bids / proposals other than as expressly excepted to in the Vendor's bid / proposal, and the Vendor's bid / proposal comprise the contract documents, and are intended as the final expression of the parties' understandings. In the event of conflict between the contract documents, the documents control in the order listed above.
3. TERM. The contract shall begin July 1, 2011, and run through June 30, 2013, unless terminated earlier. The contract may be extended for three (3) additional one (1) year contract terms upon mutual written agreement of both parties.
4. DELIVERY TIME. The Vendor shall deliver the goods within one (1) day from receipt of order. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.
5. DELIVERY LOCATION. The Vendor shall deliver the goods to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.
6. COMPENSATION. The City will pay FOUR HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$435.00) per dry ton for everything furnished and done under this contract. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.
7. PAYMENT. The Vendor shall submit it's application(s) for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Vendor's application or receipt and acceptance of goods whichever is later. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. TITLE. Title to the goods purchased under this agreement remains with the Vendor until they are delivered at the City's delivery location.

9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

10. UNIFORM COMMERCIAL CODE. This agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this agreement.

12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this agreement.

13. WARRANTY. The Vendor expressly warrants that all goods furnished pursuant to this agreement will be free from defects in material, workmanship and title. Further, the Vendor warrants all goods will conform to all applicable specifications, drawings, and shall be fit for its intended use and service.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

A. Time is of the essence of this agreement.

B. The City reserves the right to cancel this agreement or any portion thereof without penalty in the event in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.

C. The City may also cancel this agreement or any portion thereof without penalty if the Vendor breaches any of the agreement terms.

D. The City may cancel this agreement or any portion thereof without penalty if the Vendor is adjudged a bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempt to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. DELEGATION AND ASSIGNMENT. Neither party to this agreement may delegate the performance of any obligation to a third party unless mutually agreed in writing. This agreement cannot be assigned without the written consent of the other party. In the event of an assignment or transfer, the terms of this agreement shall continue to be in full force and effect.

17. INSURANCE. During the term of the agreement, the Vendor shall maintain in force at its own expense, the following types and amounts of insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020 or other appropriate state law, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Vendor's services to be provided under this agreement.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Vendor or its insurer(s) to the City. As evidence of the insurance coverage's required by this agreement, the Vendor shall furnish an acceptable insurance certificate to the City at the time the Vendor returns the signed agreement.

18. NOTICES. All notices or other communications given under this agreement shall be deemed given on the day the notices or other communications are received when sent by personal delivery; or the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed at the address set forth below, or at other address as the parties shall from time-to-time designate by notice in writing to each other:

CITY: Mayor or designee
City of Spokane
Seventh Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

VENDOR: Inland Environmental Resources, Inc.
P.O. Box 18978
Spokane, Washington 99228

19. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, demands or suits in law or equity arising from the Vendor's negligence or breach of its obligations under the agreement. The Vendor's duty to indemnify shall not apply to liability caused by the sole negligence of the City. The Vendor's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Vendor, its officers and employees shall apply only to the extent of the negligence of the Vendor,

its officers and employees. The Vendor's duty to indemnify shall survive termination of the agreement. This indemnification shall be in addition to the warranty obligations of the Vendor.

The Vendor waives its immunity under Industrial Insurance, Title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

20. COMPLIANCE WITH LAWS. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

21. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

22. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The Vendor shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

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

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

25. SEVERABILITY. In the event any provision of this agreement should become invalid, the rest of the agreement shall remain in full force and effect.

26. AMENDMENTS. This agreement may be amended at any time by mutual written agreement. The amendment shall be executed with the same formalities as this agreement.

Dated: 07/06/2011

CITY OF SPOKANE

By: [Signature]
Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

Approved as to form:

[Signature]
Assistant City Attorney

Attest

Acting [Signature]
City Clerk



INLAND ENVIRONMENTAL
RESOURCES, INC.

City of Spokane Business License No.

T11009535 BUS

E-Mail address, if available:

KStrong@inlande.com

By: [Signature]
Title: CEO

Attachment that is a part of this contract:

Attachment A

11-190

ATTACHMENT A

Note: Submit Attachment A with Bid

DETERMINING % MAGNESIUM HYDROXIDE PRESENT BY LOSS ON IGNITION (LOI)

	MOLECULAR WEIGHT	THEORETICAL LOI %
Mg(OH) ₂	58.319	30.89
CaO	56.079	N/A
Ca(OH) ₂	74.094	24.31

Enter values in blank boxes provided only:

Enter % CaO content of Mg(OH) ₂ *:	1.63
Conversion of % CaO to % Ca(OH) ₂ :	2.15
Enter % Mg(OH) ₂ purity (by difference):	97.51
Adjusted % Mg(OH) ₂ purity**:	96.99
Enter % Loss on Ignition (LOI):	1.32
Ca(OH) ₂ Contribution to LOI ***:	0.52
Calculated Mg(OH) ₂ Contribution to LOI:	0.80
Adjusted Theoretical Mg(OH) ₂ LOI:	30.0

Estimated % Mg(OH)₂ Present:

60% (58.2%)

* CaO content should be on a dry Mg(OH)₂ basis

** Assumes original % Mg(OH)₂ purity is calculated by difference
(i.e. % Mg(OH)₂ = 100 – impurities expressed as oxides)

*** NOTE: Assumes ALL of the CaO present is converted to Ca(OH)₂

Bid #3779-11

05/9/11



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PH

DATE (MM/DD/YYYY)

06/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wheat & Associates Insurance P.O. Box 3548 Spokane, WA 99220-3548 Dan C Wareham		509-922-2937 509-922-4103	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INENV-1	FAX (A/C, No):	
INSURED Inland Environmental Resources Dick Handley PO Box 18978 Spokane, WA 99228-0978		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 10937

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BKW53672313	08/31/10	08/31/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS		BAO53672313	08/31/10	08/31/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS		BAO53672313	08/31/10	08/31/11	PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		BAO53672313	08/31/10	08/31/11	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO53672313	08/31/10	08/31/11	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	BKW53672313 EMPLOYERS LIABILITY	08/31/10	08/31/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		BKW53672313	08/31/10	08/31/11	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Spokane and Riverside Park Water Reclamation Facility are named as additional insured as respects to work performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
Riverside Park Water
Reclamation Facility
4401 N Aubrey L White Pkwy
Spokane, WA 99205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

OPR 2012-0592

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

NANCY ISSERLIS 625-6225

Project #**Contact E-Mail**

NISSERLIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CLAIMS

Agenda Item Name0500 AMENDED CONTRACT WITH KEATING BUCKLIN & MCCORMACK FOR
SPECIAL COUNSEL**Agenda Wording**

Amendment of the contract for Outside Counsel with Keating Bucklin & McCormack, Inc. for legal services and advice to the City regarding the defense of the matter of the Estate of Jason Poss v. City of Spokane.

Summary (Background)

This is the final billing amount for legal services and expenses rendered in the above referenced case as the case has been dismissed by stipulated motion of the parties without further costs and expenses.

Fiscal Impact**Budget Account**

Expense \$ 63,080.57

paid through claims

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BURNS, BARBARA

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and KEATING BUCKLIN & MCCORMACK INC., P.S., whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, as "Firm."

WHEREAS, the parties entered into a contract wherein the Firm agreed to act as OUTSIDE COUNSEL providing legal services and advice to the City and individual officers and employees regarding the matter of ESTATE OF JASON POSS, deceased, and MICHAEL POSS, in his capacity as Personal Representative of the ESTATE OF JASON POSS, and MICHAEL POSS and GERALDINE, in their personal capacity of the parents of JASON POSS, Plaintiffs v. KELLE GATELY and JASON CURTIS, individuals each in their personal capacities, and CITY OF SPOKANE, a municipal corporation, Defendants, US District Court, EDW, Cause No. CV-12-456-TOR; and

WHEREAS, the case has concluded and additional funds are needed finalized the Firm's contract, -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated July 18, 2012 and July 24, 2012, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective upon signature of both parties.
3. AMENDMENT. Section 3 of the contract documents is amended to read as follows:
 3. COMPENSATION. The City shall pay the hourly fees and other charges as stated in the attached exhibit, up to a maximum amount of ((FORTY FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$45,900.00))) ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHTY AND 57/100 DOLLARS (\$108,980.57) that may not be exceeded without the written approval of the City Attorney or city council, where appropriate.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

KEATING BUCKLIN & MCCORMACK
INC., P.S.

E-Mail address, if available:

By: _____

Title: _____

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

PRO 2011-0030

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

KEN BROWN 625-7727

Contact E-Mail

KBROWN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - 11TH AVE/12TH AVE/SPRUCE ST - CHANGE ORDER #3

Cross Ref #**Project #**

2011162

Bid #**Requisition #**

CR 13545

Agenda Wording

Change Order No. 3 to contract with Red Diamond Construction for 11th Avenue from Latah Bridge to Coeur d'Alene Street; 12th Avenue from Spruce Street to Inland Empire Way; Spruce Street from 12th Avenue to 11th Avenue; with an increase of \$25,662.00

Summary (Background)

After the project was bid, Wastewater Management requested additional storm sewer correction work. The design change was issued and the work was added to the project. Total amount of Change Orders to date is \$25,662.00 or 7.6%

Fiscal Impact**Budget Account**

Expense \$ 25,662.00

4370-43354-94000-56501

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 6/17/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

rdykes@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

pdolan@spokanecity.org

mlesesne@spokanecity.org

htrautman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and no working days (Total cost-to-date \$398,388.20).

Summary (Background)

[illegible]

BRIEFING PAPER
Department of Engineering Services
June 6, 2013

Subject:

Approve Legislative Change Order for 11th Avenue/12th Avenue and Spruce Street LID; Project #2011162.

Background:

After the project was bid, the Wastewater Management Department requested addition of some storm sewer correction work. A Design Change was issued and the work was added to the project.

Project Bid Price	\$ 338,842.00
Administrative Reserve	\$33,884.20
Current Authorized Budget	\$ 372,726.20
Change Order cost	\$ 25,662.00 (7.6%)
Total Budget with this change order	\$ 398,388.20

The original administrative reserve needs to be preserved to allow efficient administration of the project construction.

Impact:

The cost of this work will be paid by the Wastewater Management Department.

Action:

Approve the Change Order #3 in the amount of \$25,662.

CITY OF SPOKANE

CONSTRUCTION MANAGEMENT

LEGISLATIVE CHANGE ORDER

CONTRACT CHANGE ORDER AGREEMENT NO. 3

RED DIAMOND CONSTRUCTION

2011162

11th: Latah to CdA; 12th: Spruce to Inland Empire; Spruce 11th to 12th

May 24, 2013

If this is a change to a Federal Aid Project and the amount authorized in the Local Agency Agreement is exceeded and federal funds are not available for this change, the Local Agency will assume the total cost of this Change Order. Federal Aid Number : _____

- ☒ Change ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
- ☐ Change proposed by Contractor

PROPOSED CHANGE

All work shall be performed in accordance with the appropriate section(s) of the Standard Specifications.

At the request of the Wastewater Management Dept, Design Change #2 requires the following design changes at the intersection of 12th and Coeur d'Alene:

Remove and replace four (4) catch basins and install new 8" DI pipe.

Remove and replace three (3) curb ramps and associated curb and gutter at the SE, SW, and NW corners.

The amount paid for each item included in the summary shall be full compensation for all labor, equipment and materials required to complete the work. No additional traffic control was required. There will be no additional payment for traffic control. No additional working days were required for this work.

Additional quantities of unit bid prices were required for items 309 and 313. The remaining unit prices are new items created by this change order.

COST SUMMARY

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	INCR OR (DECR)
309	Catch Basin Type I	4	EA	1,800.00	\$ 7,200.00
313	Catch Basin DI Sewer Pipe 8"	130	LF	30.00	\$ 3,900.00
322	Remove Existing CB/DW/MH	4	EA	3,000.00	\$ 12,000.00
323	Remove Existing Curb	55	LF	4.00	\$ 220.00
324	Remove Existing Walk	27	SY	5.00	\$ 135.00
325	Sawcut Rigid Pavement	100	LFI	0.80	\$ 80.00
328	Cement Concrete Curb & Gutter	55	LF	12.00	\$ 660.00
329	Cement Concrete Sidewalk	42	SY	23.50	\$ 987.00
330	Ramp Detectable Warning	24	SF	20.00	\$ 480.00

CHANGE ORDER TOTAL : \$ 25,662.00

SIGNATURES

Endorsed By :



CONTRACTOR

5-28-13

DATE

Approved By :



PRINCIPAL ENGINEER - CONSTRUCTION MGMT

5/24/13

DATE



DIRECTOR - ENGINEERING SERVICES

6/11/13

DATE



DIRECTOR - PUBLIC WORKS AND UTILITIES

6/11/13

DATE

Attest :

CITY CLERK

DATE

CITY ADMINISTRATOR

DATE

Approved
as to form :

ASSISTANT CITY ATTORNEY

DATE

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	PRO 2012-0013
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2011163
<u>Bid #</u>	
<u>Requisition #</u>	CR 13544

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	KEN BROWN 625-7727
<u>Contact E-Mail</u>	KBROWN
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - HOWARD STREET - ADMIN RESERVE INCREASE

Agenda Wording

Authorization to increase the admin reserve on the contract with Red Diamond Construction, Inc., for Howard St. from Joseph Ave. to Columbia Ave. - for an increase of \$6,950.00 for a total admin reserve of \$13,572.43 or 20.5% of the contract price.

Summary (Background)

This project was designed with sloping into existing yards and parking areas. During construction it was determined that installation of curb walls would better preserve the existing uses on private property. Therefore, it will be necessary to increase the administrative reserve an additional \$6,950.00 or 10.5%.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 6,950.00	#	3350 99999 99999 18901
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 6/17/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	rdykes@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

BRIEFING PAPER
Department of Engineering Services
June 4, 2013

Subject:

Increase in Administrative Reserve for the Howard Street LID Project #2011163.

Background:

The project required curb wall to best match existing private property improvements. The project was designed with sloping into existing yards and parking areas. During construction it was determined that installation of curb walls would better preserve the existing uses on private property. The total cost of the curb wall (\$13,000) would be an insignificant percentage of a larger project. Due to the small size of this project it exceeded the amount of administrative reserve approved during project award.

Project Bid Price	\$ 66,224.30	
Administrative Reserve	\$ 6,622.43	
Current Authorized Budget	\$ 72,846.73	\$72,850.00
Anticipated Total Construction Cost	\$ 76,000.00	
Contingency (5%)	\$ 3,800.00	
Requested Total Budget	\$ 79,800.00	<u>\$79,800.00</u>
Additional Administrative Reserve		\$ 6,950.00

Impact:

The bid price was significantly lower than the cost used to calculate preliminary assessments. Final LID assessments will not increase above the preliminary assessments due to this change.

Action:

Increase Administrative Reserve by \$6,950 (10%); for a new Total Administrative Reserve of \$13,572.43 (20.5%).

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	PRO 2013-0004
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2012117
<u>Bid #</u>	
<u>Requisition #</u>	BT CR 13550

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

Agenda Wording

Authorization to increase the administrative reserve on the contract with Spokane Rock Products, Inc., for Wall Street - Riverside Avenue, 4th Avenue to 5th Avenue Intersections - for an increase of \$20,000.00.

Summary (Background)

Due to the nature of downtown road construction unforeseen circumstances cause increased construction costs: increased traffic control costs, additional striping and permanent sign work was requested, removal and replacement of substandard light pole base additional asphalt pavement was required. Therefore, it will be necessary to increase the administrative reserve an additional \$20,000.00 or 4% of the contract for a total administrative reserve of \$70,365.27 or 14% of the contract price.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 20,000.00	#	3200 95048 95300 56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 6/17/13
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		ewade@spokanecity.org	
		rdykes@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

BRIEFING PAPER
Department of Engineering Services
Date June 12, 2013

Subject:

Project #2012117; Wall Street – Riverside Avenue and 5th Avenue to 3rd Avenue

Background:

The nature of downtown road construction is such that unforeseen circumstances cause increased construction costs. The following paragraphs describe the major items of additional cost.

Traffic control costs increased to insure motorist access through the project site to surrounding medical buildings and to schedule around many downtown events. This traffic control was required to insure public and worker safety. Cost approximately \$30,000.

Additional striping and permanent sign work was requested by Spokane Transit Authority. Cost approximately \$20,000.

A substandard light pole base had to be removed and replaced with an appropriate base. Cost approximately \$5,000.

Due to existing conditions at Riverside more asphalt pavement was required. Cost approximately \$10,000

The original administrative reserve is sufficient to cover all but \$20,000 of additional project costs.

Original Contract amount	\$ 503,652.78
Administrative Reserve	\$ 50,365.27 (10%)
Administrative Reserve (this request)	\$ 20,000.00(4%)

Impact:

Project funding - WSDOT Regional Mobility Grant awarded to STA (these additional funds are available).

Action:

Authorize an increase in administrative reserve of \$20,000.



Agenda Sheet for City Council Meeting of:

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	OPR 2013-0459
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	SOLID WASTE MANAGEMENT
<u>Contact Name/Phone</u>	SCOTT WINDSOR 625-7806
<u>Contact E-Mail</u>	SWINDSOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4500 AGREEMENT WITH SPOKANE COUNTY FOR GEIGER WORK CREW SERVICES

Agenda Wording

Five-year agreement with the Spokane County Sheriff to provide inmate crews from the Geiger Correction Center to provide various services -- annual estimated expenditure \$35,000.

Summary (Background)

The Solid Waste Department has utilized Geiger Correction Center's inmate work crews since 1997 with satisfactory results. At least one (1) supervisor directs and monitors an inmate work crew as they perform various duties such as sorting batteries, weeding and providing litter control at Solid Waste Management's properties throughout the Spokane County. The Spokane County Board of Commissioners passed and adopted Resolution No. 13-0480 for these services on May 14, 2013.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 35,000 per year	#	4500-44400-37148-55119
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WINDSOR, SCOTT	<u>Study Session</u>	PWC 06-10-13
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	swindsor@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		cmarchand@spokanecity.org	
		rschoonover@spokanecity.org	
		jrobison@spokanecounty.org	
		mcmartin@spokanecounty.org	

AGREEMENT
13-0480

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "CITY," and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", and the SPOKANE COUNTY SHERIFF, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260 (*Remittance Address: c/o Spokane County Treasurer, P.O. Box 2244, Spokane, Washington 99210-2244*), as "SHERIFF," jointly referred to as "Parties."

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The SHERIFF, who operates the Geiger Corrections Center, will provide inmate work crews to assist with various tasks such as sorting batteries, weeding and picking up litter, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates.
- B. Perform work as requested of Director of the Solid Waste Management Department, or designee.

SECTION NO. 2: TERM

This Agreement shall commence February 1, 2013 and run through December 31, 2017, unless terminated earlier.

SECTION NO. 3: COMPENSATION

CITY shall pay the following as full compensation for everything furnished and done under this Agreement.

Work Crew Daily Rates

5 – 8 hours - \$385
4 hours – \$217.50
3 hours – \$169.50
2 hours - \$121.25
1 hour - \$73

Work Crew Weekend/Holiday Rates

5 – 8 hours - \$450
4 hours - \$250
3 hours - \$193.75
2 hours - \$137.50
1 hour - \$81.25

Mileage

Per mileage fee based on current IRS Standard Mileage Reimbursement Rate

SECTION NO. 4: PAYMENT

SHERIFF shall send its applications for payment to the Solid Waste Management Department, 1225 East Marietta Avenue, Spokane, Washington 99207. Payment will be made within thirty (30) days after receipt of SHERIFF'S application.

At the sole option of COUNTY, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by CITY in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's investment pool.

SECTION NO. 5: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 6: ASSIGNMENTS

This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

SECTION N O. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

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

SECTION NO. 9: INDEMNIFICATION.

- A. COUNTY shall indemnify, defend and hold harmless CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the SHERIFF or COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of CITY, its officers and employees.
- B. CITY shall indemnify, defend and hold harmless COUNTY and SHERIFF, their officers and employees from all claims, demands, or suits in law or equity arising from CITY'S intentional or negligent acts or breach of its obligations under the contract. CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of COUNTY or SHERIFF, their officers and employees.

- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the contract.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 11: STANDARD OF PERFORMANCE

The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that SHERIFF shall perform the best general practice.

SECTION NO. 12: TERMINATION

Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, CITY shall pay the SHERIFF for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 14: INSURANCE

During the term of the Agreement, the Parties shall maintain in force at their expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that CITY, its officers and employees are additional insureds but only with respect to the SHERIFF'S services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the SHERIFF or its insurer(s) to CITY. As evidence of the insurance coverages required by this Agreement, the Parties shall furnish acceptable insurance certificates to each other upon request

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

For the purpose of this section, the term COUNTY shall also include SHERIFF. The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to the CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party

that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this
14th day of May 2013.



ATTEST:

Daniela Erickson

13-0480

Daniela Erickson
Clerk of the Board

Dated: May 14, 2013

Dated: _____

Attest:

City Clerk

Shelly O'Quinn

Shelly O'Quinn, Chair

Al French

Al French, Vice-Chair

Todd Mielke

Todd Mielke, Commissioner

SPOKANE COUNTY SHERIFF:

Ozzie Knezovich
Ozzie Knezovich, Spokane County
Sheriff

CITY OF SPOKANE

By: _____
Title: _____

Approved as to form:

Assistant City Attorney

13-020

NO. 13-0480

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AGREEMENT BETWEEN SPOKANE COUNTY,)
THE SPOKANE COUNTY SHERIFF AND THE)
CITY OF SPOKANE SOLID WASTE)
DEPARTMENT FOR WORK CREW SERVICES)

RESOLUTION

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

WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of Spokane County; and

WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act") , authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and


WHEREAS, the City of Spokane desires to enter into an Interlocal Agreement with Spokane County wherein Geiger Corrections Center will provide inmate work crews to assist the City of Spokane Solid Waste Department with various tasks, such as sorting batteries, weeding and picking up litter.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "AGREEMENT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate works crews to assist the City of Spokane Solid Waste Department with various tasks, such as sorting batteries, weeding and picking up litter. The City of Spokane shall reimburse the County Sheriff as described in Attachment "A," attached hereto and incorporated herein.

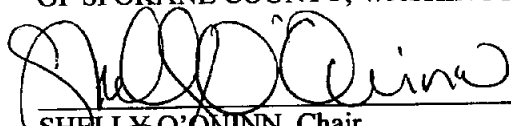
PASSED AND ADOPTED this 14th day of May, 2013.




ATTEST:


Daniela Erickson
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


SHELLY O'QUINN, Chair


AL FRENCH, Vice-Chair


TODD MIELKE, Commissioner

BRIEFING PAPER
City of Spokane
Department of Utilities
June 10, 2013

Subject

Agreement with Spokane County for the use of their Work Crews from the Geiger Corrections Facility for a period of five years

Background

The Solid Waste Management Department requests the approval of an agreement with Spokane County concerning the use of their Geiger Correction Center work crews to provide service to the Solid Waste Department. This agreement will run from 2/1/2013 and run through 12/31/2013. No. 13-0480

Impact

The Solid Waste Management Department makes use of Geiger Correction Center work crews for a variety of services. The Battery recycling program uses their service for the proper sorting and management of batteries collected. The crew also provides litter control services to the Department at Solid Waste owned properties throughout Spokane County, including the Valley and Colbert Transfer Stations. They provide an exceptional service at very reasonable cost. Estimated annual expenditure will be \$35,000.

Action

Recommend agreement be approved.

Funding

These funds will come from the Solid Waste Management Department.

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

06/24/2013

<u>Date Rec'd</u>	6/12/2013
<u>Clerk's File #</u>	OPR 2013-0460
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C34998
<u>Project #</u>	
<u>Bid #</u>	3918-13
<u>Requisition #</u>	EBO

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAVE STEELE 625-6064
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 - DUNCAN PARKING TECHNOLOGIES

Agenda Wording

Agreement with Duncan Parking Technologies, Inc. (DPTI) to provide credit card enabled parking meters outfitted with vehicle sensors in the Downtown Core for an amount not to exceed \$995,000.00.

Summary (Background)

As a continuation of the modernization of the parking system, the City is purchasing 800 credit card enabled parking meters outfitted with vehicle sensors. After an RFP process, DPTI was selected to provide the new meters for the downtown core. These meters will allow for the use of coins, credit cards, smart cards, if desired, and will be installed with vehicle sensors to provide real time occupancy data and turnover rates.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 995,000.00	#	See EBO
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	dsteele@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 5900 - DUNCAN PARKING TECHNOLOGIES

Agenda Wording (630 character max)

Summary (Background) (870 character max)

This contract will provide for the initial installation of 200 meters to allow for validation of settings and technology. Upon a successful validation of the equipment, the remaining 600 will be installed in October 2013. Upon a successful implementation of the new technology, it is anticipated that the City will purchase up to 250 additional meters annually in 2014, 2015, 2016.

Fiscal Impact

Select ▼	\$	
Select ▼	\$	
Select ▼	\$	
Select ▼	\$	

Budget Account

#	
#	
#	
#	

Distribution List

Save

Cancel

City Clerk's No. _____

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, WASHINGTON having a location at 808 West Spokane Falls Boulevard Spokane, Washington 99201 U.S.A. (City) and DUNCAN PARKING TECHNOLOGIES, INC. (DPTI), a Delaware corporation having a location at 633 West Wisconsin Avenue, Suite 1600 Milwaukee, Wisconsin, U.S.A. The City and DPTI may hereinafter also be referred to individually as Party, or collectively as Parties.

WHEREAS, the City intends that DPTI provide the goods and services described herein, and DPTI intends to provide such goods and services subject to the mutually agreed terms and conditions herein, and

WHEREAS, the City has completed all necessary steps for procurement and retention of goods and services under applicable City policies, procedures and other applicable rules and regulations, - Now, Therefore,

The Parties agree as follows;

1. TERM OF AGREEMENT. This Agreement commences upon signature by both Parties and remains in effect for five (5) years (Term).
2. TECHNOLOGY VALIDATION PERIOD.
 - A. Upon signature of the Agreement, DPTI shall provide a phase one installation of up to two hundred (200) Liberty meters and housings and up to twenty (20) sensors as soon as possible for purposes of a technology validation period.
 - B. This equipment shall be installed and setup by DPTI with City assistance and training with the intent of establishing installation processes and validating communications and sensor technology performance. This validation period shall begin on or before August 16th, 2013 and run for a period not to exceed sixty (60) days from installation.
 - C. In the event of a sensor or communications failure during the validation period, DPTI shall have ten (10) business days to remedy the problem at its own cost.
 - D. Failure of DPTI technology to meet expectations during this validation period may result in removal of all DPTI technology and the immediate termination of this Agreement.

In the event that DPTI technology outperforms expectations during the validation period, the City may terminate the validation and move immediately into phase two of installing the remaining meters, sensors, & housings.

E. The measures to be tracked during the validation phase are:

Communications Measures

- Meters process ninety five percent (95%) or better of credit card transactions within fifteen (15) seconds of OK button.
- Paid meter status is accurately displayed on PEM ninety five percent (95%) or better of the time within one (1) minute of a transaction being processed.
- Meter communication "up-time" is ninety five percent (95%) or better of normal business hours.

Sensor Measures

- Sensors detect vehicles within twenty (20) seconds of arrival in ninety percent (90%) or better of occasions.
- Sensors reset meters within twenty (20) seconds of a vehicle leaving in ninety percent (90%) or better of occasions.
- Changes in stall occupancy are accurately displayed in PEM ninety percent (90%) or better of the time within one (1) minute of occurring.

F. DPTI shall invoice the City for the phase 1 equipment upon successful completion of the validation period. If the City determines that the equipment does not meet the above criteria, shall not be charged for the equipment provided and DPTI shall be responsible the equipment removal and return shipping at no expense to the City. In addition, if the phase 1 equipment does not meet the above, criteria, the City shall cancel the balance of its initial order without penalty.

3. AGREEMENT AND PRECEDENCE. . This Agreement and any schedules, exhibits and attachments, and any purchase orders provided by the City that are accepted in writing by DPTI (Orders), are hereby incorporated into and made part of this Agreement. Should any conflict exist, the body of this Agreement takes precedence over all schedules, attachments, Orders and other items that shall take precedence in the following order;
- a. Attachment A - Final Negotiated Price Quote and Schedule of Itemized Costs

- b. Attachment B - Support, Warranty and Returns
- c. Attachment C - Response to Request for Qualifications and Proposals #3918-13 for ON-STREET SINGLE SPACE PARKING METER PAYMENT TECHNOLOGY dated Monday, April 15, 2013 (Proposal)
- d. Attachment D – Request for Qualifications and Proposals - City of Spokane, Washington - RFQ/P NUMBER: #3918-13 DESCRIPTION: ON-STREET SINGLE-SPACE PARKING METER PAYMENT TECHNOLOGY (RFP)
- e. Attachment E - Order(s)

No different or additional terms, conditions, amendments or modifications of any type are valid or have any effect on this Agreement unless mutually agreed between the Parties. This Agreement governs all Orders. This Agreement governs all products and services provided by any parent, subsidiary, affiliate, subcontractor, agent or representative of DPTI as described herein or in any writing amending this Agreement.

- 4. COMPENSATION. The City shall pay the amounts shown in the attached DPTI Final Negotiated Price Quote. Retail sales tax, where applicable, shall be added to the amounts shown.
- 5. INVOICES AND PAYMENTS. DPTI will invoice the City at least monthly or as otherwise described in the Schedules. All payments are due net thirty (30) days from receipt of invoice. DPTI reserves the right to add one and one-half percent (1.5%) interest, or the maximum allowed by law per month to invoices past due by ten (10) days or greater. Payments shall be remitted to: DPTI Parking Technologies, Inc., P.O. Box 2081, Milwaukee, WI 53201-2081
- 6. CONFIDENTIAL INFORMATION. DPTI acknowledges that the City is a public agency with certain legal obligations for transparency and public disclosure. The City acknowledges that the goods and services DPTI provides incorporate proprietary design, processes and technology that if disclosed would materially harm DPTI. Therefore, the City will not itself, or assist a third party in, reverse engineer, document, abuse or otherwise evaluate or use the goods and services without the express written permission of DPTI. All data produced or compiled by DPTI shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the other Party. All financial, statistical, personal, technical, and other data and information relating to DPTI's operations shall be presumed to be confidential regardless of whether such information has been disclosed as confidential. The City shall protect all confidential information from unauthorized use and disclosure by use of the same or more effective procedures as the City requires of its own personnel to protect its own confidential information. The City

is not required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the City's possession and not subject to any requirement to maintain confidentiality, is independently developed by the City outside the scope of the Agreement and without the use of the confidential information, or is rightfully obtained from third parties.

7. PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of this Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, the City acknowledges and agrees that in the event the City elects to sell, license, or dispose of the system, or any portion thereof, in any way without the express written consent of DPTI, this Agreement automatically and immediately terminates without notice. The firmware and software provided by DPTI are proprietary products of DPTI and protected under United States copyright laws. The Software provided for installation on personal computers or server systems may be copied for archival purposes only and may not be used on more central processing units (CPUs) concurrently, than the number of purchased licenses, without prior written approval of DPTI. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of DPTI is granted or implied unless expressed in writing.
8. RELATIONSHIP OF THE PARTIES. DPTI agrees and understands that services performed under this Agreement are performed as an independent contractor and not as an employee of the City and that DPTI acquires none of the rights, privileges, powers or advantages of City employees. This Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in this Agreement gives any Party the right to use any corporate names, trademarks or trade names of any other Party.
9. INDEMNIFICATION.
 - A. Each Party indemnifies and will defend the other, its officers, employees and agents from claims, damages and liability occasioned by or arising out of negligence in the performance of this Agreement. Except to the extent caused by the sole negligence or willful misconduct of either Party, each Party shall indemnify and hold harmless each other, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person firm, or corporation that may be injured or damaged by the other in the performance of this Agreement.

This representation and warranty shall survive the termination or expiration of this Agreement.

- B. Each Party shall indemnify and hold harmless the other, its officers, employees and agents, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement.
10. LIMITATION OF LIABILITY AND DISCLAIMER. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO WARRANTY, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF REVENUE, LOST PROFITS, BUSINESS OR GOODWILL.
11. INSURANCE. During the Term, DPTI will maintain Bodily Injury, Liability and Property Damage Liability Insurance as required by the City in the RFP. The insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by the City. No cancellation, material change, reduction of limits or intent not to renew the insurance coverage shall occur without thirty (30) days advance written notice to the City.
12. SUB-CONTRACTING. DPTI is authorized to engage subcontractors at DPTI's sole expense. DPTI shall notify the City of the name, address, and other information reasonably requested regarding any proposed subcontractor, in advance of use of such subcontractor. The City shall respond in writing within two (2) business days of DPTI's request for approval. Approvals under this section will not be unreasonably withheld by the City.
13. LICENSES AND CERTIFICATES OF AUTHORITY. During the Term, DPTI will maintain all licenses and certificates of authority required by law.
14. COMPLIANCE WITH LAWS. The Parties shall ensure full compliance with federal, state and local laws, regulations, directives, ordinances and executive orders applicable to the performance of this Agreement.
15. RECORDS. DPTI agrees that the City, or any of its duly authorized representatives may, at any time during normal business hours, have access to and the right to examine and audit any books, documents, papers, records, etc., that are pertinent to the accounting practices and process of DPTI and involve transactions relating to this Agreement. DPTI agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement. The

inspection requirements of this section shall survive any termination of the Agreement by no less than three (3) years.

16. SEVERABILITY. If any provision in this Agreement, or the application thereof to any person or circumstance is determined by any competent court to be held invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remainder of this Agreement, unless that effect is made impossible by the absence of the omitted provision.
17. ASSIGNMENT. This Agreement is for the sole use of the City and cannot be used by or for any other entity without prior written approval by DPTI. The firmware or software cannot be provided to any entity or unlicensed user under any circumstances. In the event of loss, misplacement or damage of the original software or archive copies, DPTI will provide an additional copy upon written request and at the sole cost of the City.
18. NO THIRD-PARTY BENEFICIARIES. The Parties specifically intend and agree that no one other than the Parties to this Agreement, except either Parties subsidiaries, affiliates, successors and any controlling parent, whether now existing or hereafter resulting from a merger, acquisition, or restructuring of the Party, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.
19. MODIFICATION AND WAIVER. This Agreement may only be modified in writing signed by duly authorized representatives of both Parties. The failure of either Party to insist upon or enforce the performance of this Agreement, or the failure to exercise any right or privilege herein conferred, is not a waiver of any such covenant, conditions, rights, or privileges.
20. ARBITRATION. Any controversy arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) located in Spokane, Washington. Another location for arbitration under the Rules of AAA may be chosen if mutually agreed by the parties. The consideration given by the Parties herein is deemed consideration adequate to support this Agreement for arbitration. A judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof in accordance with Washington law except as otherwise provided herein. The arbitrators shall have all powers of a court of law in the relevant jurisdiction. Such powers shall include but shall not be limited to: (a) the power to issue temporary restraining orders and injunctions; (b) the power to award damages; (c) the power to issue subpoenas; and (d) the power to issues all orders and to take all actions necessary to enforce their jurisdictions as provided by law. The identity of the arbitrator shall be agreed upon by the Parties. In the absence of an agreement, one (1) arbitrator shall be selected by each Party and a third selected by the arbitration firm under AAA standard selection procedures using any reasonable and fair method. An award in

arbitration shall be final and binding upon the Parties and enforceable under law. The prevailing Party in any arbitration proceeding herein shall be awarded its costs and expensed including reasonable attorney fees. For purposes of this contract, a "prevailing Party" shall be the Party awarded any non-monetary relief sought or more than fifty percent (50%) of the monetary damages sought.

21. TERMINATION AND NOTICE. Either Party may terminate this Agreement or any part thereof for any reason upon ninety (90) days written notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports and materials ("Materials") prepared by DPTI specifically and solely for the City under this Agreement shall become the property of and be promptly delivered to the City. In the event of termination of this Agreement, DPTI will provide a final invoice and City shall pay all outstanding amounts as herein described. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder will be in writing and deemed delivered one (1) business day after delivery by a reputable overnight delivery service; or upon delivery by courier or in person to the following addresses:

To City: David Steele
Asset Management
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

To DPTI: Contracts
DPTI Parking Technologies, Inc.
633 West Wisconsin Avenue Suite 1600
Milwaukee Wisconsin 53203

22. FORCE MAJEURE. A nonperforming Party shall not be held in default or breach due to any force majeure event. A force majeure event ("Event") is any act or event, whether foreseen or unforeseen; (a) that prevents the nonperforming Party, in whole or in part, from performing its obligations under this Agreement, and (b) is beyond the reasonable control of and not the fault of the nonperforming Party, and (c) the nonperforming Party has made all reasonable efforts but has been unable to avoid or overcome the act or event. An Event includes but is not limited to flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or public enemy, terrorist, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, other labor disputes, each on an industry-wide, region-wide or nationwide basis. An Event does not include economic hardship, changes in market conditions, insufficiency of funds, unavailability of equipment or supplies or labor other than strikes, or work-to-rule actions. No obligation by either the performing Party or the nonperforming Party to make any payment required under this Agreement is

excused as a result of the Event. Upon occurrence of an Event, the non performing Party shall furnish the other Party written notification describing the Event, including an estimate of its expected duration and probable impact on the performance of the nonperforming Party's obligations under this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which taken together constitute one Agreement. Any legible, executed copy of this Agreement is deemed an original.
24. APPLICABLE LAW. This Agreement is construed and will be enforced under the laws and in the courts of the State of Washington without consideration to any conflicts of laws principles.
25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. DPTI shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If DPTI does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
26. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
27. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

CITY OF SPOKANE, WASHINGTON

Signature _____

Printed Name _____

Title _____

Date _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DUNCAN PARKING TECHNOLOGIES, INC.

Signature

Printed Name

Title

Date

Attachment A

Final Negotiated Price Quote and Schedule of Itemized Costs from DPTI

Duncan Liberty Single-Space Meter Quote



Prepared for:	Spokane	Ship-to Region:	WA
Quote ID:	13 04 23 202e	Date Prepared:	5/28/2013
Sales Rep:	Brad Magee	Expiry Date:	6/27/2013

Product ID	Description	Extended Price
1. Single Space Meters w/ Credit Card and Related Equipment		
SSM - LIBERTY	<p>Includes the following items:</p> <ul style="list-style-type: none"> -Quantity 800 Duncan Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and - Wireless Communication -Quantity 800 Duncan Si Vehicle Sensor (Housing mounted, integrated with Duncan Liberty Single Space meters) -Quantity 800 Model 95 Single Housing (Standard Gunmetal Gray with DE Locks and Large Sealed Coin Box, no Top Cap Assembly) -Project Management/Setup and Onsite training: <ul style="list-style-type: none"> - Meter Maintenance - PEM System - Hands on how to commission and install meters Second Year Extended Warranty on all Equipment (excluding housings) Shipping and handling 	Included
Subtotal		\$ 900,000.00
Grand Total:		\$ 900,000.00

2. Monthly Recurring Services					Monthly Total
SSM - CC - WIRE	Monthly wireless AutoTRAX Meter Management fee per single space credit card meter (per meter/per month)	\$	5.50	800	\$ 4,400.00
SENS-SI-WIRE	Monthly Wireless Fee for pole mounted Si Vehicle Sensor (per sensor/per month)	\$	3.00	800	\$ 2,400.00
Subtotal: Monthly Fees					\$ 6,800.00

3. Credit Card Fees		
OPT1 - CC - GTWY	Credit Card Processing Gateway Fee (per transaction fee)*	\$0.03 Per Credit Card Transaction
OPT2 - CC - GTWY	Credit Card Processing Gateway & Merchant Fee (per transaction fee)	\$0.08 Per Credit Card Transaction

4. Optional Recommended Spare Parts					Price for Spares Package
68801-005	Spare Coin Track	\$	57.00	80	\$ 4,560.00
8880	Liberty Collection Card	\$	10.00	2	\$ 20.00
8881	Liberty Technician Card	\$	10.00	2	\$ 20.00
58789	Liberty D & AA Battery Pack (Includes required harness and connectors)	\$	25.00	80	\$ 2,000.00
2041-4	Spare Flat/Anti-Glare Dome	\$	3.50	80	\$ 280.00
Subtotal					\$ 6,880.00

5. Optional Future Purchases: Liberty Mechanisms and Sensors					
SPARE - SSM - LIBERTY	Spare Duncan Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication	\$	475.00	2500	\$ 1,187,500.00
SPARE - SENS-SI	Spare Duncan Si Vehicle Sensor (Pole mounted, integrated with Duncan Liberty Single Space meters)	\$	325.00	2500	\$ 812,500.00
SPARE - 95S	Model 95 Single Housing (Standard Gunmetal Gray with DE Locks and Large Sealed Coin Box)	\$	338.00	2500	\$ 845,000.00

Continued on next page

Duncan Liberty Single-Space Meter Quote



Prepared for: **Spokane**
Quote ID: **13 04 23 202e**
Sales Rep: **Brad Magee**

Ship-to Region: **WA**
Date Prepared: **5/28/2013**
Expiry Date: **6/27/2013**

Product ID	Description	Extended Price			
6. Optional Extended Maintenance Bundle (Year 3)					
EXT-MAINT-LIB-3	Third Year Extended Maintenance and Support for Liberty Single Space Mechanisms and sensors (coverage begins two years after purchase date).	\$	75.00	800	\$ 60,000.00
Subtotal					\$ 60,000.00

7. Additional Requirements

Sales Tax, if applicable, has not been included

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms FOB Origin. Freight Collect. Freight not included in quote.

Lead-time is negotiable

Payment terms: Net 30 Days

Customer will be invoiced upon delivery of equipment and monthly in advance for recurring wireless service fees.

Installation is not included in quote. A quote for installation can be provided upon request.

Quotation subject to Duncan Solutions, Inc. Standard Terms and Conditions. Please see attached.

*Customer is responsible for setting up credit card Merchant Account.

Please Send Purchase Order To:

Duncan Parking Technologies, Inc

Attn: Meigan Lindholm

5924 Balfour Court Suite 102

Carlsbad, CA 92008

Ph: (760) 688-1522 Fax: (760) 930-0843

mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this proposal

Authorized Signature

Date

Print or Type Name

Bill To Address:

Ship To Address:

Attachment B

SUPPORT, WARRANTY AND RETURNS

- 1) **Support - Applications.** Software engineers will be available by telephone for support between 7:00 a.m. – 6:00 p.m. PST in support of DPTI provided hardware, software and systems. Remote access to personal computers will be accomplished via LogMeIn. Change requests that modify the configuration or features of the system will be quoted separately and are not included.
- 2) **Support - Hosted Systems.** Where applicable the following shall apply:
 - a) **Server Infrastructure.** DPTI will monitor and maintain all application servers, database servers, authentication services, virtualized machines, monitoring servers, backup servers, network equipment (including switches, routers, firewalls, data lines) and other necessary infrastructure components. DPTI will install Microsoft system updates, including window patches. DPTI will tune and maintain database systems.
 - b) **System Backups.** Online Oracle Database backups to tape drive will occur nightly. Offline Oracle Database backups to tape will occur weekly. Application server backups to tape drive will occur nightly. All tapes will be stored in secure facility off-site.
 - c) **Software Maintenance.** DPTI will install all necessary AutoTRAX updates on the Hosted System infrastructure.
 - d) **City Network Hardware and Connectivity.** For DPTI provided and maintained network connections, DPTI will remotely monitor firewall, routers, and data lines to ensure connectivity. In the event of outage, DPTI will assist with, but is not responsible for the restoration of service.
- 3) **Warranty and Returns.** DPTI expressly warrants parking meter products against defects in materials and workmanship for twelve (12) months from date of installation or fourteen (14) months from the date of delivery to the City, whichever is sooner (Warranty Period).

Included in this limited warranty are electronic modules, replacements parts, certain software fixes and upgrades, and accessories. This warranty is expressly limited to repair or replacement of the defective part or parts at DPTI's sole discretion. DPTI's sole obligation and the City's sole and exclusive remedy related to defective goods and this limited warranty is repair or replacement of defective goods, at DPTI's sole discretion, during the Warranty Period. This limited warranty is restricted to the performance defined within the relevant DPTI Product Specifications.

This limited warranty applies to goods determined to be defective in material or workmanship under normal use and service. The following exclusions apply to this limited warranty:

- a) Parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized.
- b) Consumables and batteries, unless proven to be defective upon supply
- c) Unauthorized, imitation or other non-DPTI parts, accessories, or alterations
- d) Goods affected by environmental conditions or acts of God
- e) Software upgrades or changes due to changes in City systems, software, hardware or other operating environment changes
- f) Change requests that modify the configuration or features of the system.

Parking meter housings are moisture resistant however, they are not designed to be completely moisture or waterproof. Optional additional warranty coverage is available for an additional cost and must be purchased a minimum of thirty (30) days prior to expiration of any existing warranty.

All parts being returned under this limited warranty for repair will be managed through the DPTI National Repair Center (DNRC) located in Carlsbad, California. To initiate a repair under this limited warranty, the City shall:

1. Call the DNRC at **(888) 553-8622** between 7:00 a.m. to 6:00 p.m. Pacific Standard Time, Monday through Friday.
2. A customer support representative will review the issue and provide further instruction that may include a Return Merchandise Authorization (RMA) number.
3. The City is responsible for proper packaging and shipment costs to the DNRC. The RMA number must be clearly printed on the outside of any packaging.
4. Parts shipped without contacting the DNRC in advance will be refused.
5. Shipments without an RMA number clearly printed on the outside of packaging may be delayed in processing or refused.

6. DPTI will pay shipping charges to return goods to City after repair or replacement.

THIS LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE WARRANTY PROVIDED BY DPTI AND EXCLUDES ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DPTI IS NOT RESPONSIBLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF USE OR LOSS OF PROFITS.

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ATTACHMENT C

**Response to Request for Qualifications and Proposals #3918-13 for
ON-STREET SINGLE SPACE PARKING METER PAYMENT TECHNOLOGY
dated Monday, April 15, 2013**

ATTACHMENT D

REQUEST FOR QUALIFICATIONS AND PROPOSALS

City of Spokane, Washington

RFQ/P NUMBER: #3918-13

**DESCRIPTION: ON-STREET SINGLE-SPACE PARKING METER PAYMENT
TECHNOLOGY (RFP)**

ATTACHMENT E

ORDERS

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

06/24/2013

<u>Date Rec'd</u>	6/13/2013
<u>Clerk's File #</u>	OPR 2013-0461
<u>Renews #</u>	OPR 2012-0548
<u>Cross Ref #</u>	OPR 2010-0527
<u>Project #</u>	
<u>Bid #</u>	3689-10
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JASON FRANKLIN 835-4511
<u>Contact E-Mail</u>	JFRANKLIN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680-GUNARAMA VB RENEWAL

Agenda Wording

Blanket Order with Gunarama Wholesale, Inc. (Spokane, WA) for police equipment. This is the second (2) of three (3) one year renewal options. Estimated annual expenditure is \$35,000.00.

Summary (Background)

On April 19, 2010, sealed bids were opened to provide the Police Department with police equipment. Police equipment includes holsters, duty belts, handcuffs, and other related items. Three responses were received. The contract was awarded to Gunarama who had the second lowest responsive bid with a 1-19 day delivery time and a difference of only \$2,281.01. Law Enforcement Equipment was the lowest responsive bidder but indicated a 40-day delivery time.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 35,0000.00	#	0680-11500-21920-various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session</u>	PSC Meeting 5/20/2013
<u>Division Director</u>	STRAUB, FRANK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	jfranklin	
<u>Additional Approvals</u>		agolden	
<u>Purchasing</u>	WAHL, CONNIE	kclaar	
		ccortright	
		cwahl	
		jeffm@gunarama.com	

ITEMS PURCHASED BY SPD FROM 2012 THRU 2013

GW ITEM#	VENDOR #	ITEM DESCRIPTION	UPC #	DEPARTMENT PRICE
401-10009	410500BK-R	BLACKHAWK CQC SERPA HOLSTER, MATTE FINISH	6-48018-01287-7	\$28.95
401-10108	410502BK-R	BLACKHAWK CQC SERPA HOLSTER, MATTE FINISH	6-48018-01289-1	\$28.95
401-12500	44H100BK-R	BLACKHAWK LEVEL-3 SERPA HOLSTER, MATTE	6-48018-03749-8	\$70.95
401-12708	44H113BK-R	BLACKHAWK LEVEL-3 SERPA HOLSTER, MATTE	6-48018-04779-4	\$70.95
401-13003	44H100BW-R	BLACKHAWK LEVEL-3 SERPA HOLSTER, B/WEAVE	6-48018-09042-4	\$73.95
401-13201	44H113BW-R	BLACKHAWK LEVEL-3 SERPA HOLSTER, B/WEAVE	6-48018-09235-0	\$73.95
401-13425	44H500BW-R	BLACKHAWK LVL-3 SERPA HOLSTER FOR LIGHT	6-48018-10287-5	\$73.95
401-14001	44H900BK	BLACKHAWK SERPA HIGH-RIDE DUTY BELT LOOP		\$10.35
402-70647	6004-3832-121	SAFARILAND M/6004 TACTICAL HOLSTER	7-81603-68283-0	\$121.19
402-71173	6360-83-481	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81607-01449-1	\$79.95
402-71256	6360-832-481	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81607-01460-6	\$90.89
402-71462	6360-383-131	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81606-96060-7	\$81.79
402-71553	6360-3832-131	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81607-03556-4	\$90.69
402-71629	6360-383-481	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81607-02047-8	\$79.95
402-71736	6360-3832-481	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81607-03655-4	\$90.89
402-71769	6360-3832-482	SAFARILAND M/6360 MID-RIDE DUTY HOLSTER	7-81607-03656-1	\$90.89
403-78267	6378-383-411	SAFARILAND 6378 ALS PADDLE/BELT HOLSTER	7-81606-98366-8	\$31.00
405-30040	934810	LEATHERMAN NYLON SHEATH, WAVE TOOL	0-37447-20976-5	\$2.55
405-40809	88652	MICHAELS 2-1/4" BELT KEEPERS, PK 4	0-43699-88652-4	\$6.45
407-05006	56132	ASP CHAIN/HINGED HANDCUFF CASE, BLK-B/W	0-92608-56132-8	\$22.85
407-05105	56133	ASP CHAIN/HINGED HANDCUFF CASE, NYLON	0-92608-56133-5	\$22.65
407-05220	56136	ASP TACTICAL HANDCUFF CASE, NYLON	0-92608-56136-6	\$22.65
407-05303	56139	ASP OPEN TOP HANDCUFF CASE, BLACK B/W	0-92608-56139-7	\$26.45
407-05345	56140	ASP OPEN TOP HANDCUFF CASE, NYLON	0-92608-56140-3	\$22.65

407-05451	56162	ASP DOUBLE HANDCUFF CASE, BLACK NYLON			0-92608-56162-5	\$26.45
407-06061	7200-17381	BIANCHI M/7200 ACCUMOLD DUTY BELT, LOOP		MEDIUM, 34" - 40" BLACK		\$33.29
407-06129	7200-17382	BIANCHI M/7200 ACCUMOLD DUTY BELT, LOOP		LARGE, 40" - 46" BLACK		\$33.29
407-06327	7300-18190	BIANCHI M/7300 ACCUMOLD CUFF CASE		STD CHAIN CUFFS, HIDDEN SNAP		\$14.79
407-06384	7300-23013	BIANCHI M/7300 ACCUMOLD CUFF CASE		HINGED CUFFS, HIDDEN SNAP		\$14.79
407-06707	7302-18473	BIANCHI M/7302 ACCUMOLD DBL MAG POUCH		GLOCK 20/21, H&K USP 45, HIDDEN SNAP		\$21.85
407-06905	7307-18204	BIANCHI M/7307 ACCUMOLD OC HOLDER		MK-2, MK-3. BLACK, HIDDEN SNAP		\$13.55
407-07358	7312-24016	BIANCHI M/7312 ACCUMOLD BATON HOLDER		16" AND 21" BATONS, OPEN TOP		\$11.65
407-07556	7314S-18521	BIANCHI M/7314S ACCUMOLD UNIV RADIO HOLD		MOTOROLA MT500, MT1000		\$23.75
407-07812	7320-18797	BIANCHI M/7320 ACCUMOLD DBL MAG POUCH		GLOCK 9/40, SIG P226/228, S&W M&P		\$19.35
407-07861	7320-18799	BIANCHI M/7320 ACCUMOLD DBL MAG POUCH		GLOCK 20/21, H&K USP 40/45		\$19.35
407-08059	6406-15635	BIANCHI M/6406 ACCUMOLD BELT KEEPERS,4PK				\$8.65
407-08158	6409-14416	BIANCHI M/6409 ACCUMOLD FLASHLIGHT RING				\$5.79
407-09040	410600PBK	BLACKHAWK SINGLE MAGAZINE CASE, BLACK		DOUBLE STACK MAGAZINES	6-48018-01437-6	\$15.95
407-09743	7950-22127	BIANCHI M/7950 ACCU-ELITE DUTY BELT		2.25" LRG. 40"-46", BLK B/W TRI-RELEASE		\$39.45
407-10121	70GS17BK	BLACKHAWK UNIVERSAL SWIFT SLING, 3-PT		BLACK, COLLAPSIBLE OR FIXED STOCKS	6-48018-12750-2	\$26.95
407-69259	51-40-2	SAFARILAND M/51 GARRISON BELT, 40"		1.75" WIDE, PLAIN BLACK, CHROME BUCKLE	7-81602-06316-6	\$22.70
407-69507	51-32-4	SAFARILAND M/51 GARRISON BELT, 32"		1.75" WIDE, BLACK B/WEAVE, CHROME BKLE	7-81602-06277-0	\$22.70
407-70208	87-36-8	SAFARILAND M/87 LINED DUTY BELT, 36"		2.25" WIDE, BLK B/WEAVE, CHROME BUCKLE	7-81602-06480-4	\$48.00
407-70356	87-42-8	SAFARILAND M/87 LINED DUTY BELT, 42"		2.25" WIDE, BLK B/WEAVE, CHROME BUCKLE	7-81602-06521-4	\$48.00
407-71354	99-3-4	SAFARILAND M/99 BUCKLELESS BELT, 38"-42"			7-81602-07157-4	\$25.00
407-72303	290-4	SAFARILAND M/290 DBL HANDCUFF POUCH,FLAP		BLACK B/WEAVE, CHROME	7-81602-04696-1	\$26.85
407-73947	761-5-4	SAFARILAND M/761 RADIO POUCH, ADJUSTABLE		BLK B/WEAVE, 1.625"x2.25"x3.50"	7-81602-60766-7	\$24.65
407-75082	079-83-8-2	SAFARILAND M/079 DOUBLE MAGAZINE POUCH		B/B-WEAVE, GLOCK 17/22, SIG P229, 2.25"	7-81602-04379-3	\$21.25
407-75249	079-383-8-2	SAFARILAND M/079 DOUBLE MAGAZINE POUCH		B/B-WEAVE, GLOCK 20/21, H&K USP40, 2.25"	7-81602-04371-7	\$21.25
407-75322	079-383-13-2	SAFARILAND M/079 DOUBLE MAGAZINE POUCH		STX/TAC GLOCK 20/21, H&K USP40, 2.25"	7-81603-89439-4	\$17.99
407-75827	573-83-21	SAFARILAND M/573 MAG/HANDCUFF CASE COMBO		PL/RH, GLOCK 17/22/23, H&K USP, SIG P229	7-81602-09806-9	\$28.75
407-75900	573-383-21	SAFARILAND M/573 MAG/HANDCUFF CASE COMBO		PL/RH, GLOCK 20/21, H&K USP 40, PARA P14	7-81603-33979-6	\$29.75
407-75926	573-383-411	SAFARILAND M/573 MAG/HANDCUFF CASE COMBO		STX PL BLACK, GLOCK 20/21, SW M&P 45	7-81607-06281-2	\$26.49
407-75942	573-383-412	SAFARILAND M/573 MAG/HANDCUFF CASE COMBO		STX PL BLACK LH, GLOCK 20/21, M&P 45	7-81607-09337-3	\$26.49

407-76122	6075UBL-2	SAFARILAND 1.50" DROP UNIV. BELT LOOP			7-81604-02117-1	\$12.09
407-76700	75-383-4	SAFARILAND M/75 OPEN TOP DBL. MAG POUCH	LEATHER BASKETWEAVE FOR GLOCK 20,21			\$16.25
407-80009	CSBW00M	TDL PRO COMFORT SYSTEM (3 BELT BUNDLE)	NITAC B/W WITH LUMBAR PAD MED, 31"-36"			\$114.95
407-80108	CSBW00L	TDL PRO COMFORT SYSTEM (3 BELT BUNDLE)	NITAC B/W WITH LUMBAR PAD LARGE, 36"-42"			\$114.95
430-72594	1081206	TACSTAR PRESSURE SWITCH END CAPS #PSEC	FITS T6, SUREFIRE GP,C2,C3,G2 & NITROLON	7-51103-01206-2		\$19.45
570-15125	22411	ASP 21" TALON DISC-LOC BATON, STEEL	RAPID DEPLOYMENT, PUSH BUTTON RETRACTION	0-92608-22411-7		\$129.95
570-60006	4710	PEERLESS M/700 STD NICKEL CHAIN HANDCUFF				\$22.50
407-04579	32232	ASP 16" DUTY SCABBARD, BLACK		0-92608-32232-5		\$20.39
407-04629	52432	ASP ROTATING BELT LOOP SCABBARD, BLACK	SIDEBREAK, FOR F21" TACTICAL BATONS	0-92608-52432-3		\$29.65
407-04645	52433	ASP ROTATING BELT LOOP SCABBARD, BLK-B/W	SIDEBREAK, FOR F21" TACTICAL BATONS	0-92608-52433-0		\$29.65
407-04678	52435	ASP ROTATING BELT LOOP SCABBARD,BALISTIC	SIDEBREAK, FOR F21" TACTICAL BATONS	0-92608-52435-4		\$29.65
407-04686	52437	ASP CLIP-ON NYLON BELT SCABBARD, BLACK	SIDEBREAK, FOR F21" TACTICAL BATONS	0-92608-52437-8		\$29.09
407-04801	52633	ASP ROTATING BELT LOOP SCABBARD, BLK-B/W	SIDEBREAK, FOR F26" TACTICAL BATONS	0-92608-52633-4		\$33.45
407-04819	52635	ASP ROTATING BELT LOOP SCABBARD,BALISTIC	SIDEBREAK, FOR F26" TACTICAL BATONS	0-92608-52635-8		\$33.45
407-04983	56131	ASP HINGE HANDCUFF CASE, PLAIN BLACK		0-92608-56131-1		\$26.45
407-05006	56132	ASP CHAIN/HINGED HANDCUFF CASE, BLK-B/W		0-92608-56132-8		\$26.45
407-05105	56133	ASP CHAIN/HINGED HANDCUFF CASE, NYLON		0-92608-56133-5		\$22.65
407-05147	56134	ASP INVESTIGATOR HANDCUFF CASE, PL BLACK		0-92608-56134-2		\$30.19
407-05188	56135	ASP INVESTIGATOR HANDCUFF CASE, NYLON		0-92608-56135-9		\$22.65
407-05220	56136	ASP TACTICAL HANDCUFF CASE, NYLON		0-92608-56136-6		\$22.65
407-05261	56138	ASP OPEN TOP HANDCUFF CASE, PLAIN BLACK		0-92608-56138-0		\$26.45
407-05303	56139	ASP OPEN TOP HANDCUFF CASE, BLACK B/W		0-92608-56139-7		\$26.45
407-05345	56140	ASP OPEN TOP HANDCUFF CASE, NYLON		0-92608-56140-3		\$22.65
407-05428	56160	ASP DOUBLE HANDCUFF CASE, PLAIN BLACK		0-92608-56160-1		\$30.19
407-05451	56162	ASP DOUBLE HANDCUFF CASE, BLACK NYLON		0-92608-56162-5		\$26.45
407-06004	7200-17380	BIANCHI M/7200 ACCUMOLD DUTY BELT, LOOP	SMALL, 28" - 34" BLACK	0-13527-17380-5		\$33.29
407-06061	7200-17381	BIANCHI M/7200 ACCUMOLD DUTY BELT, LOOP	MEDIUM, 34" - 40" BLACK	0-13527-17381-2		\$33.29
407-06129	7200-17382	BIANCHI M/7200 ACCUMOLD DUTY BELT, LOOP	LARGE, 40" - 46" BLACK	0-13527-17382-9		\$33.29
555-74123	520010C	SABRE RED, LEVEL-3, 2-OZ CONE, MK-3	DPS, 10% OC @ 1.33% MAJOR CAPSAICINOIDS			\$10.49
555-74198	520030C	SABRE RED, LEVEL-3, 4.4-OZ CONE, MK-4	DPS, 10% OC @ 1.33% MAJOR CAPSAICINOIDS			\$12.49
555-74297	52H2010	SABRE RED, LEVEL-3, 1.8-OZ STREAM, MK-3	H2O, 10% OC @ 1.33% MAJOR CAPSAICINOIDS			\$9.15
555-74305	52H2010F	SABRE RED, LEVEL-3, 1.8-OZ FOAM, MK-3	H2O, 10% OC @ 1.33% MAJOR CAPSAICINOIDS			\$9.45
555-74321	52CFT10	SABRE RED, LEVEL-3, 1.8-OZ STREAM, MK-3	H2O, 10% OC, 'NEW' CROSSFIRE TECHNOLOGY			\$9.79
555-74339	52CFT10G	SABRE RED CROSSFIRE 'GEL', 1.8OZ GEL	10% OC MK-3, NEW CROSSFIRE GEL TECHNOLOGY			\$9.79

555-74362	52H2030F	SABRE RED, LEVEL-3, 3.3-OZ FOAM, MK-4	H2O, 10% OC @ 1.33% MAJOR CAPSAICINOLIDS		\$11.15
555-74420	52CFT30G	SABRE RED CROSSFIRE 'GEL', 3.0 OZ GEL	10% OC MK-4, NEW CROSSFIRE GEL TECHNOLOGY		\$11.49
555-74503	50H2010	SABRE INERT TRAINING UNIT, 1.8-OZ STREAM	MK-3, H2O		\$7.79
555-74586	50H2030	SABRE INERT TRAINING UNIT, 3.3-OZ STREAM	MK-4, H2O		\$8.45
555-74651	960060-C	SABRE 5.0, LEVEL-2, 18.5-OZ FOG, MK-9	5% OC @ .67% MAJOR CAPSAICINOLIDS	0-23063-96003-6	\$39.39
570-15026	52221	ASP 12" BLACK AIRWEIGHT TACTICAL BATON		0-92608-52221-3	\$30.19
570-15034	22212	ASP 16" TALON DISC-LOC AIRWEIGHT BATON	RAPID DEPLOYMENT, PUSH BUTTON RETRACTION	0-92608-22212-0	\$128.99
570-15042	52211	ASP 16" BLACK CHROME TACTICAL BATON		0-92608-52211-4	\$67.59
570-15075	52222	ASP 16" BLACK AIRWEIGHT TACTICAL BATON		0-92608-52222-0	\$33.99
570-15125	22411	ASP 21" TALON DISC-LOC BATON, STEEL	RAPID DEPLOYMENT, PUSH BUTTON RETRACTION	0-92608-22411-7	\$128.99
570-15158	42411	ASP 21" WAVEMASTER BLACK CHROME BATON		0-92608-42411-1	\$74.99
570-15182	52411	ASP 21" BLACK CHROME TACTICAL BATON		0-92608-52411-8	\$69.99
570-15224	52412	ASP 21" AIRWEIGHT (ALUM) TACTICAL BATON		0-92608-52412-5	\$79.99
570-15240	52413	ASP 21" ELECTROLESS TACTICAL BATON		0-92608-52413-2	\$74.99
570-15364	52611	ASP 26" BLACK CHROME TACTICAL BATON		0-92608-52611-2	\$74.99
570-15604	72219	ASP 'AGENT' BATON, BLACK CHROME		0-92608-72219-4	\$98.99
570-16503	56101	ASP STEEL CHAIN HANDCUFFS, STD BLACK		0-92608-56101-4	\$31.75
570-16511	56102	ASP 'IDENTIFIER' CHAIN HANDCUFFS, YELLOW		0-92608-56102-1	\$36.99
570-16529	56103	ASP ALUMINUM CHAIN HANDCUFFS, STD BLACK		0-92608-56103-8	\$39.99
570-16586	56180	ASP 'IDENTIFIER' CHAIN HANDCUFFS, PINK		0-92608-56180-9	\$36.99
570-16610	56121	ASP STEEL RIGID HANDCUFFS, STD BLACK		0-92608-56121-2	\$64.99
570-16644	56111	ASP STEEL HINGED HANDCUFFS, STD BLACK		0-92608-56111-3	\$39.99
570-16669	56112	ASP 'IDENTIFIER' HINGED HANDCUFFS, YELLOW		0-92608-56112-0	\$45.99
570-16685	56113	ASP ALUMINUM HINGED HANDCUFFS, STD BLACK		0-92608-56113-7	\$48.99
570-16768	56250	ASP EXTENDED HANDCUFF KEY, POCKET CLIP		0-92608-56250-9	\$11.35
570-16800	56252	ASP EXTENDED HANDCUFF KEY, S1 SWIVEL		0-92608-56252-3	\$12.09
570-16826	56253	ASP EXTENDED HANDCUFF KEY, S2 SWIVEL		0-92608-56253-0	\$12.85
570-16909	56523	ASP PENTAGON HANDCUFF KEY		0-92608-56523-4	\$1.25

Briefing Paper
City of Spokane
Gunarama Police Equipment Purchase Order
Police Department/Public Safety Committee
May 20, 2013

Subject

Blanket Order with Gunarama Wholesale, Inc. (Spokane, WA) and the City of Spokane for police equipment. This is the second of three (3) one year extensions. The estimated annual expenditure is \$35,000.00. The Value Blanket runs from July 1, 2013 to June 30, 2014.

Background

On April 19, 2010, sealed bids were opened to provide the Police Department with police equipment. Police equipment includes holsters, duty belts, handcuffs, and other related items. Three responses were received. The City awarded the contract to Gunarama Wholesale, Inc the second lowest responsive bidder with a 1-19 day delivery time and a difference of only \$2,281.01. Law Enforcement Equipment Dist. was the lowest responsive bidder but indicated a 40-day delivery time.

Impact

N/A

Action

Approval

Funding

General Fund

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

06/24/2013

Date Rec'd

6/13/2013

Clerk's File #

OPR 2013-0462

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

JASON FRANKLIN 835-4511

Project #**Contact E-Mail**

JFRANKLIN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

REV

Agenda Item Name

0680 - HOOPFEST 2013

Agenda Wording

MOU between the City of Spokane and Hoopfest Association (Spokane, WA) for the 2013 Hoopfest reimbursement of sixty percent (60%) of actual Police and Fire personnel costs. Projected Police costs are \$81,000.00 Projected Fire costs are \$19,000.00.

Summary (Background)

The Hoopfest Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region. In 2003 the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Hoopfest. The City recognizes that Hoopfest creates a significant annual economic impact to the community.

Fiscal Impact**Budget Account**

Revenue \$ 48,600.00 (est.)

0680-11300-21340-34210

Revenue \$ 9,000.00 (est.)

1970-35310-26800-34220

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WALKER, JOE

Study Session

PSC 06/17/13

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

achirowamangu

For the Mayor

SANDERS, THERESA

agolden

Additional Approvals

jfranklin

Purchasing

PRINCE, THEA

ccortright

bschaeffer

jdanderson

Contract Accounting

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the SPOKANE HOOPFEST ASSOCIATION, a non-profit corporation, whose address is P.O. Box 599, Spokane, Washington 99210, as "Association".

The Parties agree as follows:

1. HISTORY. The Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region. Beginning in 2002, the City found that it could not financially support a full array of community events without some recovery of costs expended on behalf of those events. In early 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Hoopfest, that credit up to a maximum of forty percent (40%) of expended funds for police and fire services. The City recognizes that Hoopfest creates a significant annual economic impact to the community.
2. CURRENT STATUS. This Memorandum is for the 2013 Hoopfest. Figures for years beyond the period of this Memorandum may be higher depending on the then wages granted to employees of the City.
3. SCOPE OF AGREEMENT.
 - A. The City shall continue to provide all services that have been a part of the City's participation with Hoopfest. It is desirable to convene the customary meeting of Hoopfest officials and City division / department employees to identify those tasks and come to agreement as to what tasks will be performed and to ensure that no tasks are overlooked. This meeting traditionally takes place in mid-March of each event year. The City shall provide coordination services of the special events offices of both the Spokane Fire Department and Spokane Police Department at no cost to the promoter.
 - B. Unless extraordinary circumstances arise, cost recovery will be limited to personnel costs and will not include equipment or supply purchases without prior notice to the Association.
 - C. The City will provide an invoice for fire and police personnel costs to the Association within sixty (60) days of the date of the event listing full cost recovery of expended dollars. The City agrees to invoice sixty percent (60%) of the personnel costs in consideration of Hoopfest's annual economic impact to the Spokane region.

- D. The Association shall notify the City of any expected changes in the course or changes to the operation of the event that might impact the expected costs to the City or that might impact the comfort, convenience or access of the citizens of Spokane.
- E. The Association is free to work through the Offices of Special Events for both or either of the Fire / Police Departments to identify cost reduction strategies that would reduce the resulting invoice amounts.
- F. The Department's Projected Costs for 2013 are:

Year	Department	Expected Costs	Hoopfest – Not To Exceed
2013	Police	\$81,000.00	60% of Actual Costs
	Fire	\$19,000.00	\$ 9,000.00

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Approved:

Approved:

Acting Chief of Police

Fire Chief

Dated: _____

SPOKANE HOOPFEST ASSOCIATION

By: _____
Title: _____

**Briefing Paper
City of Spokane
Hoopfest 2013
Police & Fire Departments
Public Safety Committee
June 17, 2013**

Subject

MOU between the City of Spokane and Hoopfest Association for 2013
Hoopfest Police and Fire personnel costs reimbursements.

Projected Costs for 2013 are:

Year	Department	Expected Costs	Hoopfest – Not To Exceed
2013	Police	\$81,000.00	60% of Actual Costs
	Fire	\$19,000.00	\$ 9,000.00

Background

The Hoopfest Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region.

In early 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Hoopfest, that credit up to a maximum of forty percent (40%) of expended funds for police and fire services . Hoopfest creates a significant annual economic impact to the community. The City invoices sixty percent (60%) of Police and Fire’s personnel costs in consideration of Hoopfest’s annual impact to the Spokane region.

Impact

The annual Hoopfest creates a significant economic impact to the Spokane region.

Action

Approve MOU with Hoopfest for personnel costs reimbursement

Funding

General Fund

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C34997

Renews #**Submitting Dept**

SPOKANE REGIONAL SOLID WASTE

Cross Ref #

OPR 1987-0585

Contact Name/Phone

RUSS MENKE 625-6524

Project #**Contact E-Mail**

RMENKE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

4490 EMERGENCY BUDGET ORDINANCE

Agenda Wording

An ordinance amending Ordinance No C-34947, passed the City Council December 10, 2012. From Solid Waste Construction Fund Unappropriated Reserves \$6,300,000 million, to Solid Waste Construction Fund Machinery/Equipment same amount.

Summary (Background)

Subsequent to the adoption of the 2013 budget Ordinance No C-34947, it is necessary to make changes in the appropriations of the Solid Waste Disposal Construction Fund, which could not have been anticipated or known at the time of making such budget ordinance. Such urgency and emergency arises from the need to accelerate the implementation of certain Capital Projects at the Waste to Energy Facility to maintain efficient and safe operations.

Fiscal Impact**Budget Account**

Neutral \$ \$6,300,000.00

Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MENKE, RUSS

Study Session

Public Works Cmte

Division Director

ROMERO, RICK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

ttauscher@spokanecity.org

For the Mayor

SANDERS, THERESA

cmarchand@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO C34997

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Solid Waste Disposal Construction Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Solid Waste Disposal Construction Fund and the budget annexed thereto with reference to the Solid Waste Disposal Construction Fund, the following changes be made:

FROM:	4490-99999	Solid Waste Disposal Construction Fund	
	99999-28810-		
	99999	Unappropriated Reserves	<u>\$ 6,300,000</u>
TO:	4490-44100	Solid Waste Disposal Construction Fund	
	94000-56401		
	99999	Machinery/Equipment	<u>\$ 6,000,000</u>
TO;	4490-44100	Solid Waste Disposal Construction Fund	
	94000-56203		
	99999	Building Improvements	<u>\$ 300,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accelerate the implementation of certain Capital Projects at the Waste to Energy Facility to maintain efficient and safe operations, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Public Works Committee
Spokane Regional Solid Waste System
June 10, 2013

Subject

2013 City Capital Projects at the Waste-to-Energy Facility (WTE)

Background

In the six year capital plan prepared in 2012, we planned to invest \$2.3 million in capital improvements to the WTE facility in 2013, \$4.55 million in 2014, and \$7.0 million in 2015. Based on this plan, we included \$2.3 million for capital improvements at the WTE facility in our approved 2013 budget. Major projects scheduled for 2013 included retrofit of the cranes, upgrades to the turbine control system, and certain electrical protection modifications.

Based on scheduling constraints, ongoing evaluations of equipment conditions, opportunities to reduce operating costs, and the amounts of unappropriated reserves in the System's fund, it is desirable to delay certain of these capital improvements (i.e. retrofit of the refuse cranes and turbine controls) to 2014, while accelerating replacement of furnace waterwalls, which had been scheduled for 2014 and 2015, into 2013 and 2014. We have also decided to replace the gas burner controls in 2013.

We now propose to increase our 2013 capital budget by \$6.3 million, to a total of \$8.6 million, and authorize \$8.6 million of capital projects. While only \$4.6 million of these capital projects will be completed in 2013, we need to budget the additional \$4.0 million for a project to be completed in 2014, so that fabrication of waterwall panels can be authorized this year for installation early next year.

Impact

Rescheduling of these capital projects is expected to reduce ongoing maintenance costs, improve facility reliability, obtain cost savings by improving the schedule for fabrication of waterwall panels, and appropriately utilize reserve funds. While capital spending will increase for 2013 and 2014, capital spending in 2015 will be reduced by an equal amount.

Action

Recommend approval.

Funding

Funding for these capital projects will come from unappropriated reserves of the System.

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C34998

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #

OPR 2013-0460

Contact Name/Phone

DAVE STEELE 625-6064

Project #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

5900 - EBO - PARKING METERS

Agenda Wording

An ordinance amending Ordinance No. C-34947, and appropriating funds to the Asset Management Group for Parking Citation Software and Parking Meter Implementation, FROM various accounts, \$1,480,460.00; TO various accounts, same amount.

Summary (Background)

As part of the parking citation software and parking meter implementation the City will be investing approximately \$1,480,460.00 in new technology. These dollars will be coming from capital replacement funds set aside for the replacement of the existing citation software and handhelds, along with monies from the parking funds un-appropriated reserves.

Fiscal Impact**Budget Account**

Expense \$ 1,480,460.00

Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

dsteele@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

lwiliams@spokanecity.org

ORDINANCE NO C34998

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Parking Fund, changes which could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:

1460-99999-99999-28810 Parking Fund	
Unappropriated Reserves	<u>\$1,225,000</u>
5310-99999-99999 Capital Replacement	<u>\$ 255,460</u>

TO:

1460-21200 Parking Fund	
42650-54201 Contractual Services	<u>\$1,185,453</u>
5310-73100-94000-56403	
MIS Capitalized Software	<u>\$ 118,918</u>
5300-73300-18850-54820	
MIS Software Maintenance	<u>\$ 27,480</u>
5310-73100-94000-56409	
MIS Computer/Mico Eq	<u>\$ 143,391</u>
5300-73300-18850-54804	
MIS Hardware Maintenance	<u>\$ 5,218</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to complete the acquisition of new parking citation and management software, single space parking meters, and vehicle sensors, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C34995

Renews #**Submitting Dept**

PLANNING SERVICES

Cross Ref #**Contact Name/Phone**

SCOTT CHESNEY 625-6061

Project #**Contact E-Mail**

SCHESNEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0650 - ORDINANCE RELATED TO BOILER CODES

Agenda Wording

An Ordinance relating to the Boiler Code; amending SMC sections 17F.030.010, 17F.030.020, 17F.030.050, 17F.030.090; declaring an emergency and setting an effective date.

Summary (Background)

The State adopted Boiler Codes are required to be adopted by local jurisdictions by July 1, 2013. This ordinance will amend our existing building and construction codes to be consistent with the state adopted versions, and provides clarification for some sections with minor edits.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

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Purchasing

kbecker@spokanecity.org

ORDINANCE NO. C34995

AN ORDINANCE relating to the Boiler Code; amending SMC sections 17F.030.010, 17F.030.020, 17F.030.050, 17F.030.090; declaring an emergency and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC 17F.030.010 is amended to read as follows:

17F.030.010 Adoption of Standard Codes

- A. Boiler and pressure vessels installed ~~((with))~~ within the City of Spokane shall comply with Sections I, II (Parts A, B, C and D), IV, V, VI, VII, VIII Divisions 1, 2, 3, IX, X, XII and PVHO-1 of the ASME Boiler and Pressure Vessel Code, ~~((2004))~~ current Edition, together with the addenda thereto. Boilers and pressure vessels shall comply with the editions of the code in effect at the time the equipment was manufactured ~~((, CSD-1 2002 with the current addenda, as published by the American Society of Mechanical Engineers))~~. (Reference WAC 296-104-200).
- B. The National Board Inspection Code, ~~((2004))~~ 2011 Edition, with current addenda applies to the alteration, inspection and repair of boilers, unfired pressure vessels and appurtenances in the City.
- C. NFPA 85 Boiler and Combustion Systems Hazards Code ~~((2004))~~ current edition (for use with boilers with fuel input ratings of twelve million five hundred thousand BTU per hour or greater. (Reference WAC 296-104-200)
- D. These codes as modified by the additions, deletions and amendments set forth in this chapter, are the boiler and pressure vessel code of the City.
- E. The basis for SMC 17F.030 is WAC 296-104 with the exclusion of the unique administrative and fee items unique to Washington State inspectors and their inspection process.

Section 2. That SMC section 17F.030.020 is amended to read as follows:

17F.030.020 Definitions

- A. "Accident" shall mean a failure of the boiler or unfired pressure vessel resulting in personal injury or property loss or an event which renders a boiler or unfired pressure vessel unsafe to return to operation.

- B. ~~((A.))~~ "Approved" means approved by the boiler inspector. (SMC 17F.030.150).
- C. ~~((B.))~~ "ASME Code" is the boiler and pressure vessel code of the American Society of Mechanical Engineers with the amendments thereto made and approved by the council of the society which have been adopted.
- D. ~~((C.))~~ "Automatic operation of a boiler" means full automatic control of all water, fuel, temperature and pressure within the limits set. Controls must be such that the operation follows the demand without interruption. Manual reset may be required when the burner is off because of low water, flame failure, power failure, high temperatures or pressures.
- E. ~~((D.))~~ Board" refers to the board of examiners provided in SMC 4.06.110.
- F. ~~((E.))~~ "Boiler" means a closed vessel used for heating water or other liquid or for generating steam or vapor by direct application of heat from combustible fuels or electricity.
- G. ~~((F.))~~ "Boiler code" is the Spokane boiler and pressure vessel code, chapter 17F.030 SMC.
- H. ~~((G.))~~ "BTU" means BTU input firing rate or the BTU input in British thermal units.
- I. ~~((H.))~~ "City boiler inspector" means a boiler and pressure vessel inspector employed by the City of Spokane.
- J. ~~((I.))~~ "Certificate of competency" is a certificate issued by the state board of boiler rules to a person who has passed an examination prescribed by the board, or issued by another state having the same qualification and examination standards as the Washington state board of boiler rules.
- K. ~~((J.))~~ "Commission" means a commission, issued by the National Board of Boiler and Pressure Vessel Inspectors issued to a person holding a valid certificate of competency, which authorizes the person to perform inspections of boilers and/or unfired pressure vessels.
- L. ~~((K.))~~ "Condemned boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that has been inspected and declared unsafe or disqualified by legal requirements by an inspector who has applied a stamping or marking designating its condemnation.
- M. "Corrosion" shall mean the destruction or deterioration of a material that results from a reaction with its environment.

- N. ~~((L.))~~ "Department" means the City of Spokane ~~((building))~~ planning and development services department.
- O. ~~((M.))~~ "Domestic and/or residential purposes" means serving a private residence or an apartment house of less than six families.
- P. ~~((N.))~~ "External inspection" is an inspection made while a boiler or vessel is in operation and includes the inspection and demonstration of controls and safety devices required by this chapter.
- Q. "Historical boilers and unfired pressure vessel" shall mean nonstandard boilers and pressure vessels including steam tractors, traction engines, hobby steam boilers, portable steam boilers, and other such boilers or pressure vessels that are preserved, restored, and maintained only for demonstration, viewing, or educational purposes. They do not include miniature hobby boilers as described in RCW 70.79.070.
- R. "Indirect water heater" shall mean a closed vessel appliance used to heat water for use external to itself, which includes a heat exchanger used to transfer heat to water from an external source. The requirements and limits described above shall apply.
- S. ~~((O.))~~ "Internal inspection" is an inspection made when the boiler or unfired pressure vessel is shut down and the hand holes, manholes or other inspection openings are open or removed for examination of the interior. An external ultrasonic examination of unfired pressure vessels thirty-six inches inside diameter and under constitutes an internal inspection.
- T. ~~((P.))~~ "Low-pressure boiler" is a steam or vapor boiler operating at a pressure not exceeding fifteen psig or a boiler in which water or other fluid is heated and intended for operation at pressures not exceeding one hundred sixty psig or temperatures not exceeding two hundred fifty degrees Fahrenheit by the application of energy from the combustion of fuels or from electricity, solar or nuclear energy including lined portable heaters.
- U. ~~((Q.))~~ "Nationwide engineering standard" means a nationally accepted design method, formulae and practice acceptable to the board.
- V. ~~((R.))~~ "NBIC" means the National Board Inspection Code of the National Board of Boiler and Pressure Vessel Inspectors with addenda and revisions thereto made and approved by the national board and adopted by the board of boiler examiners for the City.
- W. ~~((S.))~~ "Nonstandard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel that does not bear the markings of the codes adopted in SMC 17F.030.010 and WAC 296-104-200.

- X. "Pool heaters" shall mean a gas, oil, or electric appliance that is used to heat water contained in swimming pools, spas, and hot tubs.
1. Pool heaters with energy input equivalent to 399,999 Btu/hr (117.2kw) or less shall be manufactured and certified to ANSI Z21.56, UL1261, CSA 4.7 or equivalent manufacturing standards, as approved by the City inspector, and are excluded from the limit and control devices requirements of WAC 296-104-300 through 294-104-303.
 2. Pool heaters with energy input of four hundred thousand Btu/hr and above shall be stamped with an ASME Section IV Code symbol, and the requirements of WAC 296-104-300 through 296-104-303 shall apply.
 3. Pool heaters open to the atmosphere are excluded.
- Y. ~~((T.))~~ "Owner/user" means a person, firm or corporation owning or operating any boiler or unfired pressure vessel within the City.
- Z. ~~((U.))~~ "Place of public assembly" or "assembly hall" means a building or portion of a building used for the gathering together of fifty or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation. The term also includes child care centers (those agencies which operate for the care of thirteen or more children), public and private hospitals and nursing and boarding homes.
- AA. ~~((V.))~~ "Power boiler" ("high-pressure boiler") is a boiler in which steam or other vapor is generated at a pressure of more than fifteen psig for use external to itself or a boiler in which water or other fluid is heated and intended for operation at pressures in excess of one hundred sixty psig and/or temperatures in excess of two hundred fifty degrees Fahrenheit by the direct application of energy from the combustion of fuels or from electricity, solar, or nuclear energy.
- AB. ~~((W.))~~ "Reinstalled boiler or pressure vessel" means a boiler or unfired pressure vessel removed from its original setting and reset at the same location or at a new location without a change of ownership.
- AC. ~~((X.))~~ "Rental boiler" means any power or low-pressure heating boiler that is under a rental contract between owner and user.
- AD. ~~((Y.))~~ "Second-hand boiler or unfired pressure vessel" means a boiler or unfired pressure vessel of which both the location and ownership have changed after its primary installation.

- AE. ~~((Z.))~~ "Small high-pressure boiler" means a boiler with an operating pressure exceeding fifteen psig steam, but not exceeding one hundred fifty psig and having less than eight hundred thousand BTU input.
- AF. ~~((AA.))~~"Special design" means a design using ~~((nationwide))~~ nationally or intentionally recognized engineering standards other than the codes adopted in SMC 17F.030.010 and WAC 296-104-200 ~~((or other than allowed in WAC 296-104-230))~~.
- AG. ~~((AB.))~~"Special inspector" is an inspector holding a state of Washington commission identified under RCW 70.79.130.
- AH. ~~((AC.))~~"Standard boiler or unfired pressure vessel" means a boiler or unfired pressure vessel which bears the markings of the codes adopted in SMC 17F.030.010.
- AI. ~~((AD.))~~"Unfired pressure vessel" is a closed vessel such as air tanks, chiller receivers, hot water storage tanks, expansion tanks, steam cookers, etc under pressure excluding:
1. fired process tubular heaters;
 2. pressure containers which are integral parts of components of rotating or reciprocating mechanical devices where the primary design considerations and/or stresses are derived from the functional requirements of the device;
 3. piping whose primary function is to transport fluids from one location to another;
 4. those vessels defined as low-pressure heating boilers or power boilers.
- AJ. ~~((AE.))~~"Unfired steam boiler" means a pressure vessel in which steam is generated by an indirect application of heat, not including pressure vessels known as evaporators, heat exchangers or vessels in which steam is generated by the use of heat resulting from the operation of a processing system containing a number of pressure vessels, such as used in the manufacture of chemical and petroleum products, which will be classed as unfired pressure vessels.
- AK. ~~((AF.))~~"Water heater" means a closed vessel used for heating water by direct application of heat from combustible fuels or electricity with a nominal water-containing capacity of one hundred twenty gallons or less, having a heat input not exceeding two hundred thousand BTU per hour and operating temperature not exceeding two hundred ten degrees Fahrenheit.

Section 3. That SMC section 17F.030.050 is amended to read as follows:

17F.030.050 Safety and Safety Relief Valves

- A. ~~((No person may install or operate a boiler or pressure vessel not equipped with an ASME-rated safety valve set at the correct lifting pressure and having the correct capacity, the capacity being set by the manufacturer of the boiler but not less than the BTU/hr output of the vessel. In the case of a hot water storage tank, the safety valve capacity shall be equal to or greater than the BTU/input of the tank.))~~

All boilers and unfired pressure vessels, including pressure retaining items listed in RCW 70.79.090(5), shall be safeguarded by safety pressure relief devices as specified in the applicable ASME Code or recognized standard. The pressure relieving device set pressure shall not exceed the boiler's or the unfired pressure vessel's maximum allowable working pressure unless allowed by the code of construction. These pressure relieving devices shall be installed per the applicable ASME Code or manufacturer's requirements. The outlet of the relief device shall be run full size to a safe place and shall not induce undue stress on the valve. As an alternative they may be safeguarded by a fail safe pressure relief control system that is evaluated by a professional engineer knowledgeable with boilers and pressure vessels and accepted by the city inspector.

- B. The resetting, repairing and restamping of safety valves and relief valves must be done by a qualified manufacturer or valve repair organization holding a valid "V," "UV," or "VR" certificate of authorization issued by the National Board of Boiler and Pressure Vessel Inspectors.
- C. No person may change the setting of a relief or safety valve unless the adjustment is witnessed and approved by a National Board commissioned inspector. All such external adjustments must be resealed showing the identification of the organization making the adjustments and the date. This is for Section IV vessels only.

Section 4. That SMC section 17F.030.090 is amended to read as follows:

17F.030.090 Control and Limit Devices

- A. All automatically fired steam, vapor, or hot water boilers having a constant attendant who has no other duties while the boiler is in operation, installed prior to June 1989, shall be:
1. equipped with:
 - a. an automatic low-water fuel cutoff; and
 - b. an automatic water-feeding device; and

2. designed so that they may be readily tested at frequent intervals. (Reference WAC 296-104-300).
- B. All automatically-fired boilers installed after June 1998 shall have those requirements listed in subsection (A) above. The following are also required:
1. All boilers that are automatically-fired low-pressure steam-heating boilers, small power boilers, and power steam boilers without a constant attendant who has no other duties shall be equipped with:
 - a. two high-steam pressure-limit controls, the highest of which shall be provided with a manual reset;
 - b. two low-water fuel cutoffs, one of which will be provided with a manual reset device and independent of the feed water controller;
 - c. coil type flash-steam boilers may use two high-temperature limit controls, one of which shall have a manual reset. This is instead of the low-water fuel cutoff;
 - d. all control and limit devices shall be independently connected and electrically wired in series.
 2. All automatically-fired hot-water supply, low-pressure hot-water heating boilers and power hot-water boilers shall be equipped with:
 - a. two high-temperature limit controls, the highest of which shall be provided with a manual reset;
 - b. one low-water fuel cutoff with manual reset and independent of the feed-water controller;
 - c. for coil type hot-water boilers, a low-water flow-limit control installed in the circulating waterline may be used instead of the low-water fuel cutoff;
 - d. all control and limit devices shall be independently connected and electrically wired in series. (Reference WAC 296-104-301)
- C. All automatically-fired boilers installed or refitted after December 1989 shall be equipped with items required in subsection (B) above. The following are also required with regard to installations or refits of gas, oil, or combinations of gas or oil:

1. All boilers installed or refitted after December 1998 with in excess of four hundred thousand BTUs per hour, which are fired by gas, oil, or a combination of gas or oil, shall comply with the standards of WAC 296-104-302 and as periodically revised and updated.
 2. Verification of fuel train compliance and safety operations of a boiler/pressure vessel shall be documented on an "installer's report" on a nationally recognized format, signed by the installer/tester certifying the start-up upon completion. Such report shall remain with the boiler/pressure vessel, and in the possession of the owner at all times. The report must be available to the inspecting agency. (Reference CSD-1 part CF.)
 3. For boiler/pressure vessels which are fired by gas or a gas-oil combination installed or refitted after July 1, 2010, the maximum allowable pressure drop for gas to the unit regulator shall be ten percent for two-pound psig service pressure and one-half inch water column for seven-inch water column service pressure. This standard shall apply to all gas piping from the utility service to the boiler/pressure vessel served.
- D. All automatically-fired boilers installed or refitted after December 2004 shall be equipped with the items required in subsection (C) above. The following are also required with regard to installations or refits of gas, oil, or combinations of gas or oil:
1. ((A)) All automatically fired boilers with input greater than four hundred thousand Btu/hr, including electric boilers with input greater than one hundred seventeen kw shall have a manually-operated remote shutdown switch or circuit breaker. The shutdown switch shall be located just outside the boiler room door and marked for easy identification. Consideration shall be given to the type and location of the switch to safeguard against tampering. If the boiler is on the building exterior, the switch shall be located just inside the door. If there is more than one door to the boiler room, there shall be a switch provided at each door.
 2. A means shall be provided for testing the operation of hot-water heating boiler low-water cutoff(s) without resorting to draining the entire system. Such means shall not render the device(s) inoperable. If the means temporarily isolate the device from the boiler during testing, it shall automatically return to its normal position. (Reference WAC 296-104-303)
- E. No person may operate a hot-water heating boiler unless equipped with a low-water fuel cutout of a rated working pressure equal to the maximum working pressure of the boiler, and located at or above the lowest safe water level.

Section 5. 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:**

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C34996

Renews #**Submitting Dept**

PLANNING SERVICES

Cross Ref #**Contact Name/Phone**

SCOTT CHESNEY 625-6061

Project #**Contact E-Mail**

SCHESNEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0650 - ORDINANCE RELATED TO BUILDING CODES

Agenda Wording

An Ordinance relating to Building Code; amending SMC sections 17F.040.010, 17F.040.020, 17F.040.090, 17F.040.125, 17F.040.130, 17G.010.040, 17F.090.010, 17F.100.010, 17F.060.010; declaring an emergency and setting an effective date.

Summary (Background)

The State adopted Building Codes are required to be adopted by local jurisdictions by July 1, 2013. This ordinance will amend our existing building and construction codes to be consistent with the State adopted versions, and provides clarification for some sections with minor edits.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

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For the Mayor

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Purchasing

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ORDINANCE NO. C34996

AN ORDINANCE relating to the Building Code; amending SMC sections 17F.040.010, 17F.040.020, 17F.040.090, 17F.040.125, 17F.040.130, 17G.010.040, 17F.090.010, 17F.100.010, and 17F.060.010; declaring an emergency and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC 17F.040.010 is amended to read as follows:

17F.040.010 Adoption of Building Codes and Related Washington State Codes

- A. There is adopted the Washington State Building Code (chapter 19.27 RCW and chapter 19.27A RCW) as modified by chapter 51-50 WAC. Specifically, the code includes the:
1. International Building Code (IBC), ~~((2009))~~ 2012 Edition, as published by the International Code Council, including Washington State amendments, ICC/ANSI A117.1-2003, and appendices C, E, G, J, and the ~~((2009))~~ 2012 International Existing Building Code;
 2. International Residential Code, ~~((2009))~~ 2012 Edition (except Part IV – Energy Efficiency, Part VII – Plumbing, and Part VIII – Electrical) as published by the International Code Council, and chapter 51-51 WAC;
 3. ~~((Washington State Energy Code))~~ International Energy Conservation Code, ~~((2009))~~ 2012 Edition, chapter 51-11C and 51-11R WAC.
- B. The codes, standards, and regulations adopted in subsection (A) of this section, as amended by this chapter, constitute the building code of the City of Spokane.

Section 2. That SMC 17F.040.020 is amended to read as follows:

17F.040.020 Adoption of Appendix

- A. Appendices C, E, G, and J ~~((and M))~~ of the International Building Code are adopted as parts of the building code.
- B. Appendices F (excluding Townhouses) and G of the IRC are adopted as parts of the International Residential Code.

Section 3. That SMC 17F.040.090 is amended to read as follows:

17F.040.090 ~~((Fast Track Projects))~~ Deferred Submittals

- A. ~~((In unusual circumstances involving clearly demonstrated practical difficulties, the))~~ The building official may allow deferred submittals and authorize building construction concurrent with and/or prior to completion of plan review upon the following conditions:
1. Approval of a site plan;
 2. Approval of a basic plan and concept;
 3. ~~((Approval of the entire structural system;))~~ Approval of a deferred submittal agreement;
 4. Approval of all groundwork; and
 5. ~~((Payment of the fast track plan review fee;~~
 - 6.)) Payment of the additional ~~((fast-track))~~ deferred submittal permit fees.
- B. The owner is required to have an authorized representative at the site available at all times to the department to oversee the project and to insure that no work is accomplished without prior approval of the department.

Section 4. That SMC 17F.040.125 is amended to read as follows:

17F.040.125 Alternating Tread Devices

Section ~~((4009.9))~~ 1009.13 of the ~~((2006))~~ 2012 IBC is amended to read as follows:

- A. Alternating tread devices are limited to an element of means of egress in buildings of:
1. Groups F, H and S from a mezzanine not more than two hundred fifty square feet (23m²) in area and which serves not more than five occupants;
 2. Group I-3 from a guard tower, observation station or control room not more than two hundred fifty square feet (23m²) in area.

Section 5. That SMC 17F.040.130 is amended to read as follows:

17F.040.130 Special Skywalk Provisions

The special provisions of this section apply to the skywalk system.

A. Definitions.

1. "Skywalk area" is those areas within a building through which pedestrians may pass when en route from any skywalk bridge or vertical circulation point to another skywalk bridge or vertical circulation point.
 - a. On single-tenant floors this includes the entire floor.
 - b. On multi-tenant floors this includes all areas which are not separated from the pedestrian routes by walls, doors, windows, chain gates, rolling grilles or other devices.
2. "Skywalk bridge" is any elevated bridge-like structure connecting two buildings and primarily designed for pedestrian use.
3. "Skywalk system" is the entirety of the Central Business District interconnecting above the street-level pedestrian circulation system.

B. Required Separations.

Required building separations must be in accordance with IBC Section 302.1.

Openings for the purpose of interconnecting the skywalk areas of buildings may occur so long as they be protected as required by IBC Section 302.1.1.1 for area separation walls. The protection may be provided by any labeled fire door assembly of the proper rating.

Exceptions:

1. Protection of openings in walls between buildings of like construction types need not be provided if the buildings are sprinklered on the floors upon which the openings occur.
2. Protection of openings in walls between buildings of unlike construction types may be reduced from the required three-hour rating to a two-hour rating and from a one-and-one-half-hour rating to a one-hour rating if the buildings are sprinklered on the floors upon which the openings occur.

- C. Exits.
Each building connected to the skywalk system by opening(s) or skywalk bridge(s) must have exits as required by the IBC.

Exceptions:

After business hours skywalk areas and tenant areas within a building may be closed off from each other or the rest of the building by security devices, but:

1. skywalk areas must be served by at least one exit at all times, and
2. tenant spaces must be served by at least one exit at all times. This exit may be into the skywalk area, but openings with closures other than leaf-type doors are not considered as exits after business hours. Proper separation of exits must be maintained in cases where two exits are required.

- D. Corridors.
Skywalk areas within buildings are treated as corridors subject to the requirements of IBC Section ((1015)) 1018.

Exceptions:

1. When thirty feet or more in width, such areas are not treated as corridors.
2. When the skywalk area is fully sprinklered and smoke alarms are installed, the corridor walls may be of noncombustible construction instead of one-hour construction so long as sprinklers are installed on both sides of the corridor wall. Openings in the wall must be equipped with self-closing or automatic-closing (IBC Section ((715)) 716) doors with gaskets in the frames. Only openings glazed with safety glazing or wire glass are permitted but there is no limit on the amount of glazing.
3. When the skywalk areas and the tenant space opening onto it are both fully sprinklered and smoke alarms are installed, no corridor walls or doors are required. If walls are provided, they must be of noncombustible construction.

In no case are partitions, rails, counters and similar space dividers construed to form corridor walls.

Section 6. That SMC 17G.010.040 is amended to read as follows:

17G.010.040 Expiration of Building Permit Plan Review

An application for a permit for any proposed work shall be deemed to have been abandoned one hundred eighty days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding ninety days each. The extension shall be requested in writing and justifiable cause demonstrated. (Reference ((2006)) 2012 IBC 105.3.2)

Section 7. That SMC 17F.090.010 is amended to read as follows:

17F.090.010 Adoption of International Mechanical Code

- A. The International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC), ((2009)) 2012 Editions, published by the International Code Council, as modified by chapter 51-52 WAC and the additions, deletions, and amendments set forth in this chapter, are the mechanical code of the City.
- B. There are adopted as standards to supplement the International Mechanical Code:
 - 1. The standards for liquefied petroleum gas installations shall be the 2006 Edition of NFPA 58 (liquefied petroleum Gas Code) and the 2009 Edition of ANSI Z223.1/NFPA 54 (National Fuel gas Code.) as noted in the Washington State Amendment to section 101.2 of the IMC.
 - 2. NFPA No. 31, 2006 Edition, Standard for the Installation of Oil Burning Equipment.
 - 3. HVAC Standards Book, 1996 Edition, published by the Inland Northwest Heating, Ventilation and Air Conditioning Association.

Section 8. That SMC 17F.100.010 is amended to read as follows:

17F.100.010 Adoption of Uniform Plumbing Code

- A. The Uniform Plumbing Code (UPC), ((2009)) 2012 Edition, and related standards published by the International Association of Plumbing and Mechanical Officials, as modified by chapter 51-56 WAC ((and chapter 51-57 WAC)) and the additions, deletions, and amendments set forth in this chapter, is the plumbing code of the City.
- B. Portions of the UPC not adopted are:
 - 1. Chapters 12 and 15;

2. Combustion air and venting of appliances in Chapter 5; and
 3. Portions of the Code addressing building sewers.
- C. Appendices A, B, and I of the UPC are adopted as part of the code.

Section 9. That SMC 17F.060.010 is amended to read as follows:

17F.060.010 Adoption of Standard Code

- A. The American Society of Mechanical Engineers Safety Code for Elevators and Escalators, ASME A17.1-2004 and A17.1a-2005; Platform Lifts and Chair Lifts, ASME 18.1-2005, and as supplemented by this chapter, is the elevator code of the City.
- B. Chapter 70.87 RCW and the rules and regulations of the director of the state department of labor and industries promulgated thereunder, as applicable, are considered in the interpretation and application of this code.
- C. Most current Washington State adopted version of chapter 296-96 WAC and its amendments.
 1. Exceptions.
 - a. All fees shall be determined by the City of Spokane and referenced in SMC 8.02.033.
 - b. 296-96-01000 – Permit Process.
 - c. ~~((296-010090 – Who Can Purchase a Permit~~
 - d.)) 296-96-01070 – Violation Penalty Fees.

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:**

06/17/2013

Date Rec'd

6/5/2013

Clerk's File #

ORD C34994

Renews #**Submitting Dept**

SOLID WASTE MANAGEMENT

Cross Ref #**Contact Name/Phone**

SCOTT WINDSOR 625-7806

Project #**Contact E-Mail**

SWINDSOR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

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**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

#

Approvals**Council Notifications****Dept Head**

WINDSOR, SCOTT

Study Session

PWC 05-13-2013

Division Director

ROMERO, RICK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

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For the Mayor

SANDERS, THERESA

Tax & Licenses

Additional Approvals

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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.

- F. ((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:**

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C34999

Renews #**Submitting Dept**

HEARING EXAMINER

Cross Ref #

PRO 2010-0034

Contact Name/Phone

GARY NELSON 625-6678

Project #

2010134

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0570, LID 2010134 - FINAL ASSMT ROLL-OAK STREET

Agenda Wording

Final Reading Ordinance approving and confirming the assessments & assessment roll of Local Improvement District #2010134 for street improvements in Oak Street from Inland Empire Way to 28th Avenue. (Latah Valley Neighborhood Council)

Summary (Background)

On 06-04-13 the Hearing Examiner held a public hearing on the above matter and on 06-11-13 issued a decision recommending confirming the final assessment roll as presented. The district contains a total of 10 parcels and was initiated by petition. There are no known opponents to this LID.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCGINN, BRIAN

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

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htrautman@spokanecity.org

cclark@spokanecity.org

ORDINANCE NO. C34999

An ordinance approving and confirming the assessments and assessment roll for **Local Improvement District No. 2010134 for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue**, and levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said roll; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the cost and expense of said improvement; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the assessments and assessment roll of **Local Improvement District No. 2010134** as the same now stands, be and the same hereby are, in all things approved and confirmed.

Section 2. That each of the lots, tracts and parcels of land and other property shown upon said roll is hereby declared to be specially benefited by said improvement in at least the amount charged against the same, and that the assessment appearing against each lot, tract or parcel of land and other property is in proportion to the several assessments appearing upon said roll. There is hereby levied and assessed against each such lot, tract and parcel of land, and other property described in said roll, the amount finally charged against the same thereon.

Section 3. That the City Clerk is hereby directed to certify and transmit said assessment roll to the City Treasurer for collection pursuant to state law and the ordinances of the City of Spokane.

Section 4. That said assessments shall become due and payable on **September 15, 2013** and thereafter shall bear interest at an effective rate of three-fourths of one percent in excess of the rate at which installment notes or bonds may be sold as authorized in the next following section of this ordinance. All or any portion of any assessment may be paid without penalty or interest at any time before said date. Any portion of any assessment not paid as aforesaid shall be paid to the City Treasurer in ~~ten~~ equal annual installments, the first of which shall be due, payable and delinquent on **September 15, 2014** and on the same day in each year thereafter, together with interest thereon. All delinquent installments, consisting of principal and interest, shall bear interest at the aforesaid rate to the date of payment of foreclosure sale and, in addition, the total of the foregoing shall be subject to a penalty, the rate and calculation of which shall be as by general ordinance prescribed.

Section 5. That the **15th** day of **October, 2013** is hereby fixed as the date of issue of the installment notes or bonds required to be issued on account of said improvement; provided, a later date may be fixed by resolution of the City Council. No installment notes or bonds shall be issued in excess of the cost and expense of said improvement, or before the expiration of fifty (50) days from and after the date of the first publication of notice by the City Treasurer that said roll is in his/her hands for collection.

Section 6. The City Council hereby declares its official intent under Treasury Regulation Section 1.150-2 on behalf of the City to issue bonds to finance that portion of the improvements ordered by Section 1 of **Ordinance No. C34701**, that are to be paid from assessments. The Council reasonably expects that, (a) the City will reimburse expenditures for the improvements with proceeds of such bonds, and (b) the maximum principal amount of such bonds will be **\$102,031.11**.

Section 7. This ordinance shall take effect and be in force from and after its passage.

Passed the City Council _____.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE HEARING EXAMINER

RE: Final Assessment Roll for street improvements in Oak Street from Inland Empire Way to 28th Avenue.) FINDINGS, CONCLUSIONS,
) AND DECISION
) LID #2010134

SUMMARY OF PROPOSAL AND DECISION

Project Description: This project resulted in street improvements in Oak Street from Inland Empire Way to 28th Avenue. The purpose of the project is to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district. There are 10 parcels within the assessment district. There are no known opponents to this LID. The Zone Termini method of distributing the project costs has been used.

Decision: The final assessment roll is confirmed as presented.

FINDINGS OF FACT BACKGROUND INFORMATION

Project Costs: The estimated net project cost is \$102,031.11 and breaks down as follows:

Completed Contract Price	\$204,690.27
Sales Tax	2,068.22
Engineering Costs	112,869.14
City Clerk	256.59
City Treasurer	1,350.00
Accounting	1,957.11
Interest on Contract Payments	3,355.88
Bonds	157.50
Attorney's Fee	1,530.46
Tree Related	2,015.22
Shoreline Exemption	555.00
Fire Hydrants	17,370.57
Geotech Analysis	9,260.22
Habitat Plan	1,045.00
Total Project Cost	358,481.18
Supplemental Funding:	
Street Bond Block Grant	(13,639.49)
Water Construction Funds	(17,718.10)
Ten-Year Street Bond	(164,099.86)
Community Development Funds	(54,710.84)
Utility Special	(6,281.78)
Net Project Cost after Supplemental Funding	\$ 102,031.11

PROCEDURAL INFORMATION

Date of Ordering Ordinance: March 11, 2011

Date of Ordering Ordinance Publication: March 16, 2011

Hearing Date: June 4, 2013

Notices:

Mailed: May 10, 2013

Published: May 8 & 15, 2013

Information Meeting: May 23, 2013

Known Opponents: None

Testimony:

Michael Myers, Engineering Services
City of Spokane Engineering Services Dept.
808 West Spokane Falls Boulevard
Spokane, WA 99201

Exhibits:

1. Affidavit of Ordinance Publication and Ordinance establishing the Local Improvement District and ordering the construction of the improvements
2. Map of district
3. Engineer's certificate transmitting final assessment roll to the Hearing Examiner
4. Final assessment roll
5. Copy of mailed notice
6. Affidavit of mailing
7. Published notice and affidavit of publication
8. Engineering Services Department report
9. Informational meeting attendance roster

FINDINGS AND CONCLUSIONS

Local improvement districts finalized by a confirming ordinance are subject to Spokane Municipal Code Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Hearing Examiner has reviewed the assessment roll and all of the evidence of record with regard to these criteria and makes the following Findings and Conclusions:

1. The assessment roll is correct.

The assessment roll is based on the total final cost of the project. The assessments against the individual properties were derived using the Zone Termini method of cost distribution. This is an acceptable method of making assessments against a parcel, and there is no evidence to indicate that it was done incorrectly for any of the parcels in the district.

2. All property in the local improvement district is specially benefited in an amount at least equal to the assessment.

As a result of the project improvements, all of the parcels in the district are benefited by improved local and emergency vehicle access, improved neighborhood circulation, dust control, improved sewer facilities and adequate drainage. As a general rule, property in an improvement district is presumed to benefit to the extent of the cost of making the improvements available to the property. No evidence was offered to rebut this presumption for any of the properties in the district.

3. All property in the local improvement district has been assessed proportionally to all other property in the district.

Assessments in the district were calculated using a zone termini method. This method uses lot area and distance from the improvements to derive assessments. The assessments in this case should, therefore, be proportional. Further, the zone termini method is a method recognized in the Revised Code of Washington as an acceptable method for calculating assessments. It may, therefore, be presumed that using such a method will result in assessments consistent with the requirements of the Revised Code of Washington and Washington Case Law that assessments be proportional.

4. All procedures set forth in RCW 35.44 and SMC 7.05 have been followed.

The hearing was held pursuant to a direction by the City Council on the date, at the time, and at the place directed. RCW 35.44 and SMC 7.05 require notices to be mailed to owners of record in the district at least 15 days in advance of the hearing. They require notices to be published for two consecutive weeks in a newspaper of general circulation with the last publication date being at least 15 days in advance of the hearing. The hearing was held on June 4, 2013. The notices were mailed on May 10, 2013, and published in the *Official Gazette* on May 8th and 15, 2013. Both the written and published notices contained all of the information required by RCW 35.44 and SMC 7.05.

DECISION

Based on the Findings and Conclusions above, it is the decision of the Hearing Examiner to confirm the final assessment roll as presented.

DATED this 11th day of June 2013.



Brian T. McGinn
City of Spokane Hearing Examiner

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE)
CITY OF SPOKANE)

EXHIBIT NO. 1

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the ORDINANCE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 16th day of March, 2011, and that said ORDINANCE was published in every copy of the said paper of said date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 22nd day of March, 2011.

Terri L. Pfister

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

ORDINANCE NO. C34701

An ordinance ordering the Street Improvements of Oak Street from Inland Empire Way to 28th Avenue, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That Street Improvements of Oak Street from Inland Empire Way to 28th Avenue be improved by the paving of the same, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as "**Local Improvement District No. 2010134 for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue,**" which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1, 2, 3, 4, 5	11	Spring Lake Addition
E 10 ft Lot 6	11	Spring Lake Addition
12	11	Spring Lake Addition
2	12	Spring Lake Addition
4 EXC N122 ft	12	Spring Lake Addition
1	13	Spring Lake Addition

PTN BLK11 DAF; BNG SW COR BLK11; TH NELY ALG SLY LN OF LTS9-11 & LTS1-5 TO SELY COR OF SD LT1; TH SELY TO NELY COR LT12; TH SWLY ALG NLY LN OF SD LT12 TO SW COR THEREOF; TH W TO POB;

36-25-42 NW1/4 of NE1/4 LYG ELY OF IE HWY EXC RDS & EXC S 420FT

Situated in the South Half of Section 25, Township 25, Range 42 and the North Half of Section 36, Township 25, Range 42 East of the Willamette Meridian.

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, "Local Improvement District No. 2010134 for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue," into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

Passed the City Council March 7, 2011.

(Delivered to the Mayor on the 10th day of March, 2011)

ORDINANCE NO. C34701

An ordinance ordering the **Street Improvements of Oak Street from Inland Empire Way to 28th Avenue**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That **Street Improvements of Oak Street from Inland Empire Way to 28th Avenue** be improved by the **paving of the same**, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as **"Local Improvement District No. 2010134 for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue,"** which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1, 2, 3, 4, 5	11	Spring Lake Addition
E 10 ft Lot 6	11	Spring Lake Addition
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1	13	Spring Lake Addition

PTN BLK11 DAF; BNG SW COR BLK11; TH NELY ALG SLY LN OF LTS9-11 & LTS1-5 TO SELY COR OF SD LT1; TH SELY TO NELY COR LT12; TH SWLY ALG NLY LN OF SD LT12 TO SW COR THEREOF; TH W TO POB;
36-25-42 NW1/4 of NE1/4 LYG ELY OF IE HWY EXC RDS & EXC S 420FT

Situated in the South Half of Section 25, Township 25, Range 42 and the North Half of Section 36, Township 25, Range 42 East of the Willamette Meridian.

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, **"Local Improvement District No. 2010134 for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue,"** into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the

bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

Passed the City Council March 7, 2011.

Alexander Joe Shogan, Jr.
Council President

Attest:

Levi A. Foster
City Clerk

Approved as to form:

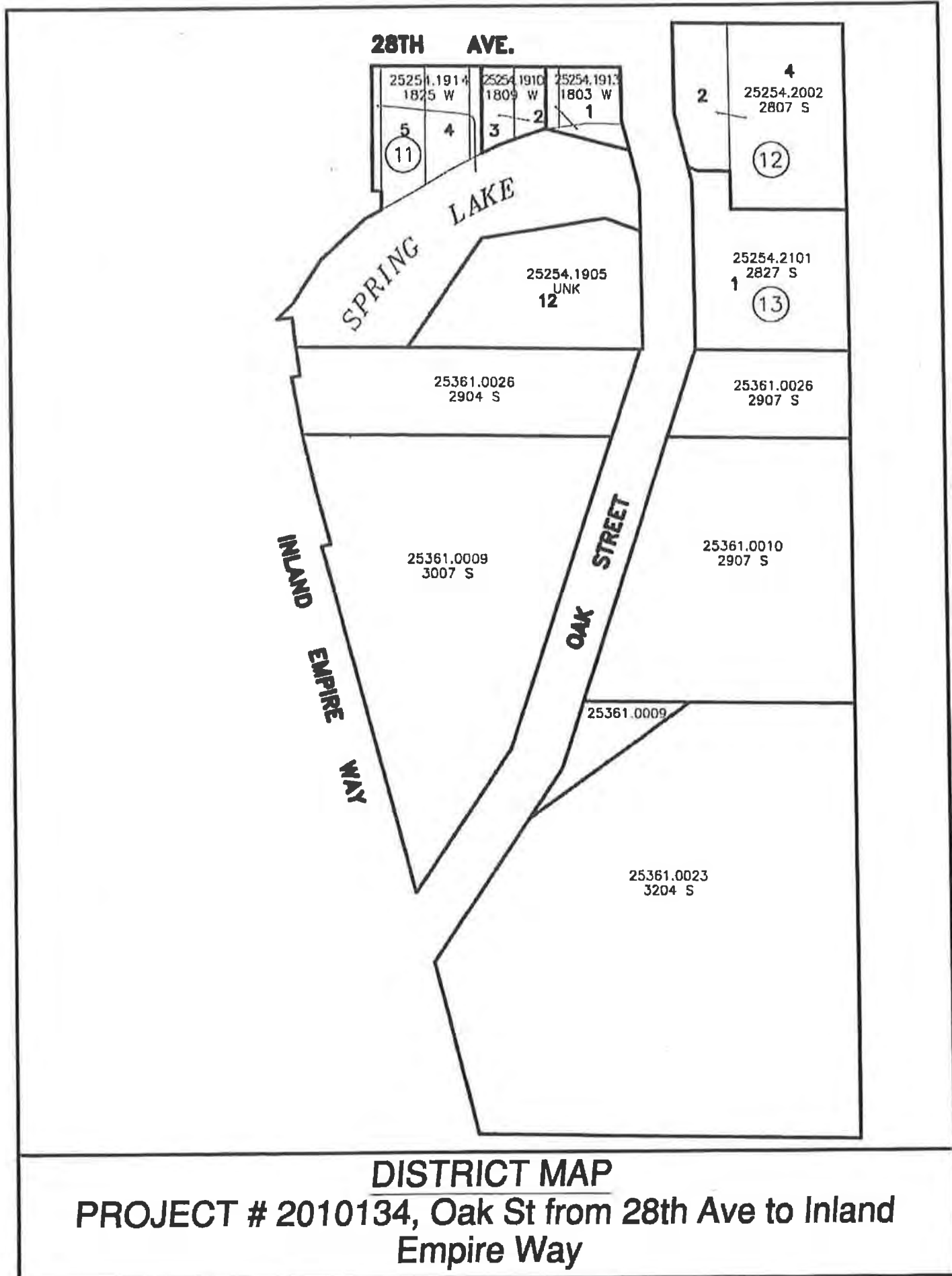
B. Burns
Assistant City Attorney



Man B. Vener
Mayor

3/11/2011
Date

March 11, 2011
Effective Date





DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 3

ENGINEER'S CERTIFICATE

Hearing Examiner
City of Spokane, Washington

Complying with Ordinance Number C-34701, creating Local Improvement District Number 2010134, I have prepared the following assessment roll in accordance with Ordinance Number C-138, and RCW 35.43 et seq and RCW 35.44 et seq. The actual cost of said improvement in the sum of One Hundred Two Thousand, Thirty-one & eleven/100 Dollars (\$102,031.11) and that the same amount has been equitably apportioned in the attached roll to the property therein described according to the special benefits resulting from said improvements to each lot, tract, parcel or portion thereof, as set opposite each of the tracts respectively in the column marked "Amount of Assessment", certifying that this assessment roll, consisting of five (5) sheets, is a true and correct assessment roll of the aforesaid improvement.

I herewith transmit this roll to you, through the office of City Clerk, for equalization and confirmation.

Sincerely,

Kyle Twohig
Engineering Operations Manager

Dated: May 10, 2013

CITY OF SPOKANE
ENGINEERING SERVICES
**** FINAL ASSESSMENT ROLL ****

FILE PROJECT DESCRIPTION

2010134 LID STREET IMPROVEMENTS OF OAK STREET FROM INLAND EMPIRE WAY TO 28TH AVENUE

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
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2010134 LID	STREET IMPROVEMENTS OF OAK STREET FROM INLAND EMPIRE WAY TO 28TH AVENUE	PAVINGSTORM
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COMPLETED CONTRACT PRICE	\$ 204,690.27
SALES TAX	2,068.22
ENGINEERING COSTS	112,869.14
CITY CLERK	256.59
CITY TREASURER	1,350.00
ACCOUNTING	1,957.11
INTEREST ON CONTRACT PAYMENTS	3,355.88
BONDS	157.50
ATTORNEY'S FEE	1,530.46
TREE RELATED	2,015.22
SHORELINE EXEMPTION	555.00
FIRE HYDRANTS	17,370.57
GEOTECH ANALYSIS	9,260.22
HABITAT PLAN	<u>1,045.00</u>

TOTAL PROJECT COST	\$ 358,481.18
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SUPPLEMENTAL FUNDING:	
STREET BOND BLOCK GRANT	13,639.49
WATER CONSTRUCTION FUNDS	17,718.10
10 - YEAR STREET BOND	164,099.86
COMMUNITY DEVELOPMENT FUNDS	54,710.84
UTILITY SPECIAL	<u>6,281.78</u>

TOTAL NET PROJECT ASSESSMENT	\$ 102,031.11
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CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010134 LID		STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1905 / 25254.1905	SPRING LAKE L12 B11	ADDRESS UNKNOWN	N
		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TAXPAYER		OWNER/PURCHASER		
MCELFISH, RAYMOND D & KAREL J		MCELFISH, RAYMOND D & KAREL J		8,028.78
S 3007 OAK ST		S 3007 OAK ST	SEWER SERVICE	756.77
SPOKANE WA 99224		SPOKANE WA 99224	WATER SERVICE	1,914.14
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1910 / 25254.1910	SPRING LAKE ADD LT 2 BLK 11 EXC E 15FT; TOG W E 37FT LT 3 B LK 11	W 1809 28TH AV	Y
		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TAXPAYER		OWNER/PURCHASER		
LEE, JAMES A & PAULA L		LEE, JAMES A & PAULA L		258.02
W 1809 28TH AVE		W 1809 28TH AVE		
SPOKANE WA 99224		SPOKANE WA 99224		
	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1913 / 25254.1913	25-25-42; SPRING LAKE ADD LT1 BLK11; TOG W/ E 15FT LT2 BLK11 ; ALSO TOG W/ PTN BLK11 DAF; BNG SE COR LT1; TH SELY 35FT; T H NWLY TO PT 15FT W OF SE COR LT2 BLK11; TH N TO N LN OF LT2 BLK11; TH E TO NECOR LT1 BLK11; TH S TO POB.	W 1803 28TH AV	Y
		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TAXPAYER		OWNER/PURCHASER		
NICHOLS JR, FREDERICK W		NICHOLS, FREDERICK W		1,366.02
W 1803 28TH AVE		W 1803 28TH AVE		
SPOKANE WA 99224		SPOKANE WA 99224		
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1914 / 25254.1914	25-25-42; SPRING LAKE ADD LTS4-5 BLK11; TOG W/ E 10FT LT6 BL K11; ALSO TOG W/ LT3 EXC E 37FT THEREOF; ALSO TOG W/ PTN BLK 11 DAF; BNG SW COR BLK11; TH NELY ALG SLY LN OF LTS9-11 & LT S1-5 TO SELY COR OFSD LT1; TH SELY TO NELY COR LT12; TH SWLY ALG NLY LN OF SD LT12 TO SW COR THEREOF; TH W TO POB; EXC P TN OF OF SD TRACT OF LAND DAF; BNG SW COR LT9 BLK11; TH NELY W LN OF LT9 & 8 BLK11 184FT; TH E10FT; TH SELY 152FT TO A P T BEING 32FT N AND 18FT E OF SE COR OF SD LT9; TH E 32FT TO A PT ON THE E LN OF LT9 PRODUCED SOUTH; TH SELY TO A PT ON T	W 1825 28TH AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010134 LID		STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE		
HE S LN OF B11 BEING 53FT E OF THE SW COR OF SD LT9;TH W TO POB; AND ALSO EXC PTN OF BLK11 DAF; BNG SE COR LT1; TH SELY 35FT; TH NWLY TO A PT 15FT W OF SE COR LT2; TH N TO N LN OF LT2; TH E TO NE COR LT1; TH S TO POB.				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NAGANO, PATRICIA J W 1825 28TH AVE SPOKANE WA 99224	NAGANO, PATRICIA J W 1825 28TH AVE SPOKANE WA 99224	240.72		240.72
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-STGN
	25524-2002 / 25254.2002	SPRING LAKE ALL L2; L4 EXC N122FT B12	S 2807 OAK ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CONRAD, CHARLES C S 2827 OAK ST SPOKANE WA 99224-4537USA	CONRAD, D M & C C S 2827 OAK ST SPOKANE WA 99224-4537USA	4,885.48	DRIVEWAY 229.19	5,114.67
	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-2101 / 25254.2101	SPRING LAKE B13	S 2827 OAK ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CONRAD, CHARLES C & DENISE M S 2827 OAK ST SPOKANE WA 99224-4537USA	CONRAD, CHARLES C & DENISE M S 2827 OAK ST SPOKANE WA 99224-4537USA	10,013.53	DRIVEWAY 157.50 SEWER SERVICE 3,610.76	13,781.79
7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	36521-0009 / 25361.0009	36-25-42 PT OF NW1/4 OF NE1/4; BEG ON E LN OF IF HWY 100 FTS OF N LN TH E TO W LN OF OLD SPANGLE RD TH SLY ALG SD RD TO E LN OF IE HWY TH NLY TO POB	S 3007 OAK ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MCSELFISH, RAYMOND D & KAREL J S 3007 OAK ST SPOKANE WA 99224	MCSELFISH, RAYMOND D & KAREL J S 3007 OAK ST SPOKANE WA 99224	31,631.69	DRIVEWAY 1,045.60	32,677.29
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	36521-0010 / 25361.0010	36-25-42 PTN OF NW1/4 OF NE1/4 BEG 100FT S OF N1/16 COR O F	S 2907 OAK ST	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2010134 LID

STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE

NE1/4 TH S300FT TH W PAR TO NJ TO CO RD TH NELY ALG SD RD TO
PT 100FT S OF NL OF SEC TH E TO POB

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BIEL, JACQUELINE J S 2907 OAK ST SPOKANE WA 99224-4538USA	BIEL, JACQUELINE J S 2907 OAK ST SPOKANE WA 99224-4538USA	4,523.80	DRIVEWAY 22.69	4,546.49

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
36521-0023 / 25361.0023	36-25-42 (SPOKANE)	PTN OF NW1/4 OF NE1/4 LYG ELY OF E LN OF OLD SPANGLE RD EXC N100FT & EXC PTN DAF; BEG 100FT S OF NE COR, TH S300FT, TH W TO A PT 120FT E OF W LN OF OLD SPANGLE RD, TH SWLY 225FT TO E LN OF SD RD, TH NLY ALG SD RD TO PT 1 00FT S OF N LN, TH E TO POB & EXC S420FT	S 3204 INLAND EMPIRE WA	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CITY OF SPOKANE REAL ESTATE 908 SPOKANE FALLS BLV SPOKANE WA 99201-3333USA	CITY OF SPOKANE REAL ESTATE W 808 SPOKANE FALLS BLV SPOKANE WA 99201-3333USA	20,584.44		20,584.44

10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
36521-0026 / 25361.0026	36-25-42 (SPOKANE)	N100FT OF NW1/4 OF NE1/4 LYG ELY OF HWY EXC RDS (TCQ32-707)	S 2904 OAK ST	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
AVISTA CORPORATION E 1411 MISSION AVE SPOKANE WA 99202 USA	AVISTA CORPORATION E 1411 MISSION AVE SPOKANE WA 99202 USA	11,838.10	CSBC TRANSITION 361.81 DRIVEWAY 561.99	12,761.98

PBWK FILE

PROJECT DESCRIPTION

2010134 LTD

STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
CSBC TRANSITION	RELATIVE COST	RC
DRIVEWAY	RELATIVE COST	RC
WATER SERVICE	RELATIVE COST	RC
SEWER SERVICE	RELATIVE COST	RC

May 10, 2013

File Number: 2010134

Parcel Number: «Parcel_1»

Assessment: \$ «Assessment»



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 5

«Name»

«Address1»

«Address2»

RE: Assessment and Hearing for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue

Dear «Name»:

The above project has been completed, and a description of the assessment district is attached. The City proposes to assess your property in the **amount shown in the upper left hand corner of this letter**. In order to provide an opportunity for you to become better informed and to answer questions concerning the project and your assessment, a meeting will be held by the Department of Engineering Services on May 23, 2013, at 1:30 P.M., in the Conference Room 2A, 2nd Floor of the Spokane City Hall. This is an informal meeting intended to address questions or concerns that you may have. If you are unable to attend this meeting, you may contact me for information at the number shown below.

In compliance with the Statutes of the State of Washington, a hearing will be held before the City Hearing Examiner in Conference Room 2B, 2nd Floor of the City Hall, 808 West Spokane Falls Boulevard, at 1:30 P.M., on June 4, 2013. This hearing is to correct any irregularities or errors that may have occurred in assessing your property; it is not for the purpose of discussing the advisability of the project. The decision to create this Assessment District was made at a previous hearing and construction of this project is now completed. The Hearing Examiner will sit as a board of equalization for the purpose of considering the assessment roll. This will be the only hearing held on the assessments for this project.

Persons objecting to this assessment roll must submit written objections that comply with the requirements of Spokane Municipal Code (SMC) 7.05.480 to the Director of Engineering Services by the date and time scheduled for the hearing. Only persons who have submitted such written objections will be permitted to testify at the hearing. To be considered, written objections must contain the nature of the objection, the evidence to be presented in support of the objection, and the witnesses to be called to testify in support of the objection. The Hearing Examiner will consider the objections made and may correct, revise, raise, lower, change, or modify the roll or any part thereof, or set aside the roll and order the assessments to be made anew.

The decision of the Hearing Examiner will be final unless appealed to the City Council. The decision of the Hearing Examiner may only be appealed by persons who have submitted written objections that comply with the requirements stated in this letter. All appeals must comply with the requirements of SMC Section 7.05.540. Copies of the Spokane Municipal Code can be obtained through the City's website at www.spokanecity.org, or by contacting this office.

In Summary - Dates to Note:

May 23, 2013 at 1:30 P.M.
June 3, 2013
June 4, 2013 at 1:30 P.M.

Informational Meeting
Written objections due before the hearing
Hearing

The costs for the improvement are as follows:

Contract value	\$ 204,690.27
Sales Tax	2,068.22
Design & Inspection Expense	112,869.14
City Clerk's Expense	256.59
Treasurer's Expense	1,350.00
Accounting Expense	1,957.11
Interest	3,355.88
Bonds Cost	157.50
Legal Expense	1,530.46
Tree Related Expense	2,015.22
Shoreline Exemption	555.00
Fire Hydrants	17,370.57
Geotech Analysis	9,260.22
Habitat Plan	1,045.00
Total Project Cost	\$ 358,481.18
Supplemental Funding:	
Street Bond Block Grant	\$ 13,639.49
Water Construction Funds	17,718.10
10 – Year Street Bond	164,099.86
Community Development Funds	54,710.84
Utility Special	6,281.78
Total Supplemental Funding	\$ 256,450.07
Net Project Assessment	\$ 102,031.11


Please note your assessment amount in the upper left hand corner of page one.

Approximately thirty days before the due date of the assessment, the City Treasurer will send a statement showing the amount of the assessment. All or any part of the assessment may be paid without interest before the date shown on the statement. After the date shown on the statement, the balance will be divided over ten years with ten annual installments with interest computed each year on the unpaid balance.

Funding assistance may pay 50, 75, or 100% of your assessment. In order to qualify for assistance, please review the enclosed application. If your income level and family size are within the limits, fill out the application and return it to the Department of Engineering Services at the address shown. Along with your application form, please include a copy of your 2012 Federal Income Tax Return. **Please note, if you have previously been approved for assistance you do not need to apply again. However, if your income has been reduced as of 2012 or your family size increased, you may now qualify for assistance. Please review the application carefully to determine whether to reapply. This application must be submitted to our office by June 3, 2013.**

If you desire any additional information, please contact me in the Department of Engineering Services at 625-6700, or at the address above.

Sincerely,


 For Michael Myers
 L.I.D. Coordinator

Attachment: District Description

JAG/sh

**ASSESSMENT DISTRICT DESCRIPTION
PROJECT NO. 2010134**

Description of the assessment district for:

Street Improvements of Oak St from Inland Empire Way to 28th Ave

All that property described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1, 2, 3, 4, 5	11	Spring Lake Addition
E 10 ft Lot 6	11	Spring Lake Addition
12	11	Spring Lake Addition
2	12	Spring Lake Addition
4 EXC N122 ft	12	Spring Lake Addition
1	13	Spring Lake Addition

PTN BLK11 DAF; BNG SW COR BLK11; TH NELY ALG SLY LN OF LTS9-11 & LTS1-5 TO SELY COR OF SD LT1; TH SELY TO NELY COR LT12; TH SWLY ALG NLY LN OF SD LT12 TO SW COR THEREOF; TH W TO POB;
36-25-42 NW1/4 of NE1/4 LYG ELY OF IE HWY EXC RDS & EXC S 420FT

Situated in the **South** Half of Section **25**, Township **25**, Range **42** and the **North** Half of Section **36**, Township **25**, Range **42** East of the Willamette Meridian.

End of Description.

By: SRM

Date: December 16, 2010

Checked: JAG

Date: 2/16/10

STREET BOND LID FUNDING

Project 2010134

THIS APPLICATION MAY REDUCE YOUR COST **PROVIDED** YOU QUALIFY FOR ASSISTANCE. ASSISTANCE IS AVAILABLE ON A **FIRST-COME, FIRST-SERVED** BASIS, ACCORDING TO THE DATE THE APPLICATION IS RECEIVED IN THE ENGINEERING SERVICES DEPARTMENT.

APPLICATION FOR LOCAL IMPROVEMENT DISTRICT (LID) FINANCIAL ASSISTANCE

The City of Spokane's Street Bond LID Program may pay 100%, 75%, or 50% of the LID assessment for street improvements for residential property owners who occupy their residence within the Local Improvement District. Owners must have low and moderate incomes and have non-income producing assets that **do not** exceed \$35,000.00. Your personal residence is excluded from the \$35,000.00 asset limit.

The amount of assistance depends on family size, gross annual income and assets. If your income is less than Line A of the chart below, you may receive 100% assistance. If your income is between Line A and B, you may receive 75% assistance. If your income is between Line B and C, you may receive 50% assistance. At any level of assistance, your assets that **do not produce income** may not exceed \$35,000.00 (personal residence excluded).

GROSS ANNUAL INCOME LIMIT BY NUMBER OF PERSONS IN FAMILY

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9+</u>
A	100%	22,050	25,200	28,350	31,450	34,000	36,500	39,000	41,550	44,000
B	75%	28,650	32,725	36,825	40,875	44,175	47,425	50,700	53,975	57,250
C	50%	35,250	40,250	45,300	50,300	54,350	58,350	62,400	66,400	70,400

If you think you qualify for this assistance, COMPLETE BOTH SIDES OF THIS FORM. BE SURE TO SIGN AND DATE THE FORM AND RETURN IT ALONG WITH A COMPLETE COPY OF YOUR 2012 FEDERAL TAX RETURN, YOUR W2 FORM(S), SOCIAL SECURITY BENEFIT LETTER, 2012 DSHS AWARD LETTER, AND ANY OTHER APPLICABLE DOCUMENTS SHOWING INCOME TO THE DEPARTMENT OF ENGINEERING SERVICES, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343.

=====

Name (Owner/Purchaser) _____ Phone _____

Address of Property _____ Lot _____ Block _____ Addition _____

Mailing Address _____ Zip Code _____

Date of Birth _____ Family Size (include yourself) _____

Employer _____ Employer's Address _____

Position _____ Years of Service _____

The following information is not required and is voluntary:

Is anyone in your household handicapped? Yes _____ No _____

Indicate number of persons in your household by Ethnic Origin (include yourself).

ETHNICITY:		RACE:		RACE (continued):	
Hispanic or Latino		White		American Indian/Alaskan Native & White	
Not Hispanic or Latino		Black/African American		Asian & White	
		Asian		Black/African American & White	
		American Indian/Alaskan Native		American Indian/Alaskan Native & Black/African American	
		Native Hawaiian/Other Pacific Islander		Other	

GROSS HOUSEHOLD INCOME FOR 2012

List all sources of income:

Salary/Wage \$ _____
 Social Security \$ _____
 Retirement/Pension \$ _____
 Veteran Pension \$ _____
 Public Assistance \$ _____
 Investments \$ _____
 Interest \$ _____
 Rent \$ _____

Other - List other sources of income:

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
TOTAL INCOME \$ _____

ASSETS: List all current assets with over \$1,000.00 value:

Cash \$ _____
 (Including checking & savings)

Tax Assessed Value of:

Real Estate:

Personal residence \$ _____
 Other Real Estate \$ _____

Automobile Value \$ _____

Boat Value \$ _____

Stock and Bonds \$ _____

Savings Certificates \$ _____

Other - List other assets you own:

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
TOTAL ASSETS \$ _____

=====

I believe that I, _____ (print name) am eligible for financial assistance under the Street Bond LID Program and hereby request 50%, 75%, 100% (circle one) assistance should I qualify on the basis of gross household income and total assets. I understand this assistance will be provided on a FIRST-COME, FIRST-SERVED basis, as long as funds are available; and only to those persons who have been approved on the basis of this application and are the owners/purchasers and occupants of the residential property. Furthermore, I hereby certify, under penalty of perjury, that the above information is true and correct as of this date, to the best of my knowledge. I further authorize the City of Spokane or its authorized representative to have access to any and all financial records, in addition to my submitted Federal Tax Returns, for the purpose of verifying my/our annual income and assets for the year of 2012 (last full year). Please have all owner applicant(s) requesting assistance sign and date.

Signed_____
Signed_____
Date_____
Date

IF YOU HAVE ANY QUESTIONS, CALL THE DEPARTMENT OF ENGINEERING SERVICES AT 625-6700.

=====

For Community Development Use Only

Approved for Assistance: Yes/No _____ %

Director of Community, Housing & Human
Services_____
Date



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.612
Spokaneengineering.org

EXHIBIT NO. 6

**CONFIRMATION
LOCAL IMPROVEMENT DISTRICT
CERTIFICATE OF MAILING**

**STREET IMPROVEMENTS OF OAK STREET
FROM INLAND EMPIRE WAY TO 28TH AVENUE**

2010134

I, Kyle Twohig, Engineering Operations Manager, Department of Engineering Services hereby certify that written notices of the hearing before the Hearing Examiner were mailed under my direction to all owners or reputed owners of the property at the time and in the manner prescribed by law, and that said notices were mailed to such owners or reputed owners more than fifteen days before the date set for the hearing.

Kyle Twohig
Engineering Operations Manager

Letters Mailed: May 10, 2013

Confirmation Hearing: June 4, 2013

PMT/sh

\\projects\2010134\confirmation cert of mailing.doc

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
CITY OF SPOKANE)

SS

EXHIBIT NO. 7

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the NOTICE OF ASSESSMENT ROLL HEARING attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 8th and 15th days of May 2013, and that said NOTICE OF ASSESSMENT ROLL HEARING was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 15th day of May 2013.

Terri L. Pfister

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

**ASSESSMENT ROLL HEARING NOTICE
LID NO. 2010134**

Local Improvement District No. 2010134 for the street improvements of Oak Street from Inland Empire Way to 28th Avenue.

The Assessment Roll for the above Local Improvement District, prepared under City of Spokane Ordinance No. C34701 enacted March 11, 2011, was filed with the Spokane City Clerk April 24, 2013, and is now open for public inspection.

The Spokane City Council has fixed **Tuesday, June 04, 2013, at 1:30 p.m.**, in the Second Floor Conference Room of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, as the time and place for the Hearing to be held before the City Hearing Examiner upon said roll.

All persons who may desire to object thereto shall make such objection in writing and file the same with the City Engineer at or prior to the date fixed for such Hearing. Only persons who have submitted written objections will be permitted to testify at the Hearing.

At the time and place fixed, and at such other times as the Hearing may be continued to, the City Hearing Examiner will sit as a Board of Equalization for the purpose of considering said roll, and at such Hearing, or Hearings, will consider such objections made thereto, or any part thereof, and will correct, revise, raise, lower, change, or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo.

This will be the only Hearing held on the assessment roll and will be final unless appealed to the Spokane City Council. Failure to submit written objections to the Hearing Examiner will be deemed a waiver of the right to appeal. All appeals must comply with Section 7.05.540 of the Spokane Municipal Code.

Specific information regarding this assessment roll may be obtained by contacting the Engineering Services Department, Third Floor, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington 99201—telephone number (509) 625-6700.

Terri L. Pfister
Spokane City Clerk

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. Individuals requesting reasonable accommodations or further information may call, write, or email 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.

Publish: May 8 and 15, 2013



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 8

LOCAL IMPROVEMENT DISTRICT (L.I.D.) CONFIRMATION REPORT

FOR

Local Improvement District No. 2010134

S U M M A R Y A N D R E C O M M E N D A T I O N

Confirmation of Assessments for: Street Improvements of Oak Street from Inland Empire Way to 28th Avenue

Recommendation: Approve

F I N D I N G S O F F A C T

B A C K G R O U N D I N F O R M A T I O N

Date of Ordering Ordinance: March 11, 2011

Ordering Ordinance Published: March 16, 2011

Project Description: Street Improvements of Oak Street from Inland Empire Way to 28th Avenue

Reason and Purpose of Project: This project is designed to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district.

Total Project Cost	\$358,481.18
STREET BOND Block Grant	13,639.49
Water Construction Funds	17,718.10
10 - YEAR Street Bond	164,099.86
Community Development Funds	54,710.84
Utility Special	6,281.78
Net Assessment to Property Owners	\$102,031.11
Total Number of Parcels:	10

PROCEDURAL INFORMATION

Confirmation Hearing: June 4, 2013

Notice Dates:

Mailed Final Hearing Notification: May 10, 2013

Notice of Assessment Roll Hearing Published: May 8 & 15, 2013

Information Meeting Date: May 23, 2013

Known Opponents:

None

Date of Report:

May 30, 2013

Responsible Staff Person:

John Gomez, P.E., Senior Engineer - Design
City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

FINDINGS AND CONCLUSIONS

Local Improvement Districts finalized by a confirming Ordinance are subject to Spokane Municipal Code (SMC) Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Department of Engineering Services has reviewed these criteria and all of the available evidence and makes the following Findings and Conclusions to confirm the assessment roll:

1. All property in the Local Improvement District has been assessed proportionally in relation to all other property in the Local Improvement District.

A zone termni method of distributing the project costs has been used insuring proportional assessments.

2. All property in the Local Improvement District is specially benefited in an amount at least equal to the assessment.

A review of the assessments has been conducted by the Department of Engineering Services staff and it is the Department's judgment that the assessments are equal to or less than the special benefit to the properties in the assessment district. In no case are the assessments greater than the special benefit.

3. All procedures set forth in RCW 35.43 and this Article have been followed.

On May 10, 2013 notices were sent to all property owners and taxpayers of record advising them of the proposed amount of their assessments and of the date of the hearing before the City's Hearing Examiner in accordance with RCW 35.43. Copies of this correspondence can be found elsewhere in this report.

2010134



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

CONFIRMATION MEETING

EXHIBIT NO.

9

FOR

LOCAL IMPROVEMENT DISTRICT 2010134

STREET IMPROVEMENTS OF OAK STREET

FROM INLAND EMPIRE WAY TO 28TH AVENUE

MAY 23, 2013 AT 1:30 P.M.

ATTENDANCE ROSTER

NO ONE IN ATTENDANCE

Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C35000

Renews #**Submitting Dept**

HEARING EXAMINER

Cross Ref #

PRO 2012-0010

Contact Name/Phone

GARY NELSON 625-6678

Project #

2010135

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0570, LID 2010135 - FINAL ASSMT ROLL-ALLEY MARSHALL/SOUTH CRESCENT

Agenda Wording

Final Reading Ordinance approving and confirming the assessments & assessment roll of Local Improvement District #2010135 for paving of the alley between Marshall Avenue and South Crescent Avenue and from Lacey Street to Nelson Street...

Summary (Background)

On June 4, 2013, the Hearing Examiner held a public hearing on the above matter and on June 11, 2013, issued a decision recommending confirming the final assessment roll as presented. The district contains a total of 12 parcels and was initiated by petition. There are no known opponents to this LID.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCGINN, BRIAN

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

areid@spokanecity.org

Additional Approvals

rriedinger@spokanecity.org

Purchasing

pdolan@spokanecity.org

cclark@spokanecity.org

htrautman@spokanecity.org



(Chief Gary Park Neighborhood Council)

Fiscal Impact	Budget Account
----------------------	-----------------------

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

[illegible]

ORDINANCE NO. C35000

An ordinance approving and confirming the assessments and assessment roll for **Local Improvement District No. 2010135 for Paving of the Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street**, and levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said roll; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the cost and expense of said improvement; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the assessments and assessment roll of **Local Improvement District No. 2010135** as the same now stands, be and the same hereby are, in all things approved and confirmed.

Section 2. That each of the lots, tracts and parcels of land and other property shown upon said roll is hereby declared to be specially benefited by said improvement in at least the amount charged against the same, and that the assessment appearing against each lot, tract or parcel of land and other property is in proportion to the several assessments appearing upon said roll. There is hereby levied and assessed against each such lot, tract and parcel of land, and other property described in said roll, the amount finally charged against the same thereon.

Section 3. That the City Clerk is hereby directed to certify and transmit said assessment roll to the City Treasurer for collection pursuant to state law and the ordinances of the City of Spokane.

Section 4. That said assessments shall become due and payable on **September 15, 2013** and thereafter shall bear interest at an effective rate of three-fourths of one percent in excess of the rate at which installment notes or bonds may be sold as authorized in the next following section of this ordinance. All or any portion of any assessment may be paid without penalty or interest at any time before said date. Any portion of any assessment not paid as aforesaid shall be paid to the City Treasurer in **ten** equal annual installments, the first of which shall be due, payable and delinquent on **September 15, 2014** and on the same day in each year thereafter, together with interest thereon. All delinquent installments, consisting of principal and interest, shall bear interest at the aforesaid rate to the date of payment of foreclosure sale and, in addition, the total of the foregoing shall be subject to a penalty, the rate and calculation of which shall be as by general ordinance prescribed.

Section 5. That the **15th** day of **October, 2013** is hereby fixed as the date of issue of the installment notes or bonds required to be issued on account of said improvement; provided, a later date may be fixed by resolution of the City Council. No installment notes or bonds shall be issued in excess of the cost and expense of said improvement, or before the expiration of fifty (50) days from and after the date of the first publication of notice by the City Treasurer that said roll is in his/her hands for collection.

Section 6. The City Council hereby declares its official intent under Treasury Regulation Section 1.150-2 on behalf of the City to issue bonds to finance that portion of the improvements ordered by Section 1 of **Ordinance No. C34764**, that are to be paid from assessments. The Council reasonably expects that, (a) the City will reimburse expenditures for the improvements with proceeds of such bonds, and (b) the maximum principal amount of such bonds will be **\$44,080.67**.

Section 7. This ordinance shall take effect and be in force from and after its passage.

Passed the City Council _____.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE HEARING EXAMINER

RE: Final Assessment Roll for paving of the) FINDINGS, CONCLUSIONS,
alley between Marshall Avenue and) AND DECISION
South Crescent Avenue and from Lacey)
Street to Nelson Street) LID #2010135

SUMMARY OF PROPOSAL AND DECISION

Project Description: This project resulted in paving of the alley between Marshall Avenue and South Crescent Avenue and from Lacey Street to Nelson Street. The purpose of the project is to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district. There are 12 parcels within the assessment district. The Frontage method of distributing the project costs has been used. There are no known opponents to this LID

Decision: The final assessment roll is confirmed as presented.

FINDINGS OF FACT BACKGROUND INFORMATION

Project Costs: The estimated net project cost is \$44,080.67 and breaks down as follows:

Completed Contract Price	\$26,050.98
Engineering Costs	13,893.84
City Clerk	256.59
City Treasurer	1,570.00
Accounting	249.08
Interest on Contract Payments	1,331.47
Bonds	67.50
Attorney's Fee	<u>661.21</u>
Total Project Cost	44,080.67
Supplemental Funding:	0.00
Net Project Cost after Supplemental Funding	\$ 44,080.67

PROCEDURAL INFORMATION

Date of Ordering Ordinance: August 29, 2011

Date of Ordering Ordinance Publication: August 31, 2011

Hearing Date: June 4, 2013

Notices:

Mailed: May 10, 2013

Published: May 8 & 15, 2013

Information Meeting: May 23, 2013

Known Opponents: None

Testimony:

Michael Myers, Engineering Services
City of Spokane Engineering Services Dept.
808 West Spokane Falls Boulevard
Spokane, WA 99201

Exhibits:

1. Affidavit of Ordinance Publication and Ordinance establishing the Local Improvement District and ordering the construction of the improvements
2. Map of district
3. Engineer's certificate transmitting final assessment roll to the Hearing Examiner
4. Final assessment roll
5. Copy of mailed notice
6. Affidavit of mailing
7. Published notice and affidavit of publication
8. Engineering Services Department report
9. Informational meeting attendance roster

FINDINGS AND CONCLUSIONS

Local improvement districts finalized by a confirming ordinance are subject to Spokane Municipal Code Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Hearing Examiner has reviewed the assessment roll and all of the evidence of record with regard to these criteria and makes the following Findings and Conclusions:

1. The assessment roll is correct.

The assessment roll is based on the total final cost of the project. The assessments against the individual properties were derived using the Frontage method of cost distribution. This is an acceptable method of making assessments against a parcel, and there is no evidence to indicate that it was done incorrectly for any of the parcels in the district.

2. All property in the local improvement district is specially benefited in an amount at least equal to the assessment.

As a result of the project improvements, all of the parcels in the district are benefited by improved local and emergency vehicle access, improved neighborhood circulation, dust control, improved sewer facilities and adequate drainage. As a general rule, property in an improvement district is presumed to benefit to the extent of the cost of making the improvements available to the property. No evidence was offered to rebut this presumption for any of the properties in the district.

3. All property in the local improvement district has been assessed proportionally to all other property in the district.

The assessment roll is based on the total final cost of the project. The assessments against the individual properties were derived using the Frontage method of cost distribution. This means that each property was assessed based upon its amount of frontage on the improvement. This is

an acceptable method of making assessments against a parcel, and there is no evidence to indicate that it was not proportional.

4. All procedures set forth in RCW 35.44 and SMC 7.05 have been followed.

The hearing was held pursuant to a direction by the City Council on the date, at the time, and at the place directed. RCW 35.44 and SMC 7.05 require notices to be mailed to owners of record in the district at least 15 days in advance of the hearing. They require notices to be published for two consecutive weeks in a newspaper of general circulation with the last publication date being at least 15 days in advance of the hearing. The hearing was held on June 4, 2013. The notices were mailed on May 10, 2013, and published in the *Official Gazette* on May 8th and 15, 2013. Both the written and published notices contained all of the information required by RCW 35.44 and SMC 7.05.

DECISION

Based on the Findings and Conclusions above, it is the decision of the Hearing Examiner to confirm the final assessment roll as presented.

DATED this 11th day of June 2013.



Brian T. McGinn
City of Spokane Hearing Examiner

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE)
CITY OF SPOKANE)

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the ORDINANCE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 31st day of August 2011, and that said ORDINANCE was published in every copy of the said paper of said date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 11th day of October 2011.



City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

Section 3. That there is hereby established a local improvement district to be known as "**Local Improvement District No. 2010135 for Paving of the Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street,**" which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

LOTS
1-9

BLOCK
18

ADDITION
Ross Park Southeast Addition

Situated in the SE Quarter of Section 9, Township 25 North, Range 43 East of the Willamette Meridian.

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, "**Local Improvement District No. 2010135 for Paving of the Alley between Marshall Avenue and South Crescent Avenue from Lacey Street and Nelson Street,**" into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

PASSED the City Council August 22, 2011.

(Delivered to the Mayor on the 26th of August, 2011)

ORDINANCE NO. C34764

An ordinance ordering the **Paving of the Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

The City of Spokane does ordain:

Section 1. That **Paving of the Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street** be improved by the **paving of the same**, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

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Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

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Situated in the SE Quarter of Section 9, Township 25 North, Range 43 East of the Willamette Meridian.

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and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

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Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

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Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

Passed the City Council AUG 22 2011

Alexander J. Shogan, Jr.
Council President

Attest: Levi R. Foster
City Clerk

Approved as to form:

Pat Dalt
Assistant City Attorney

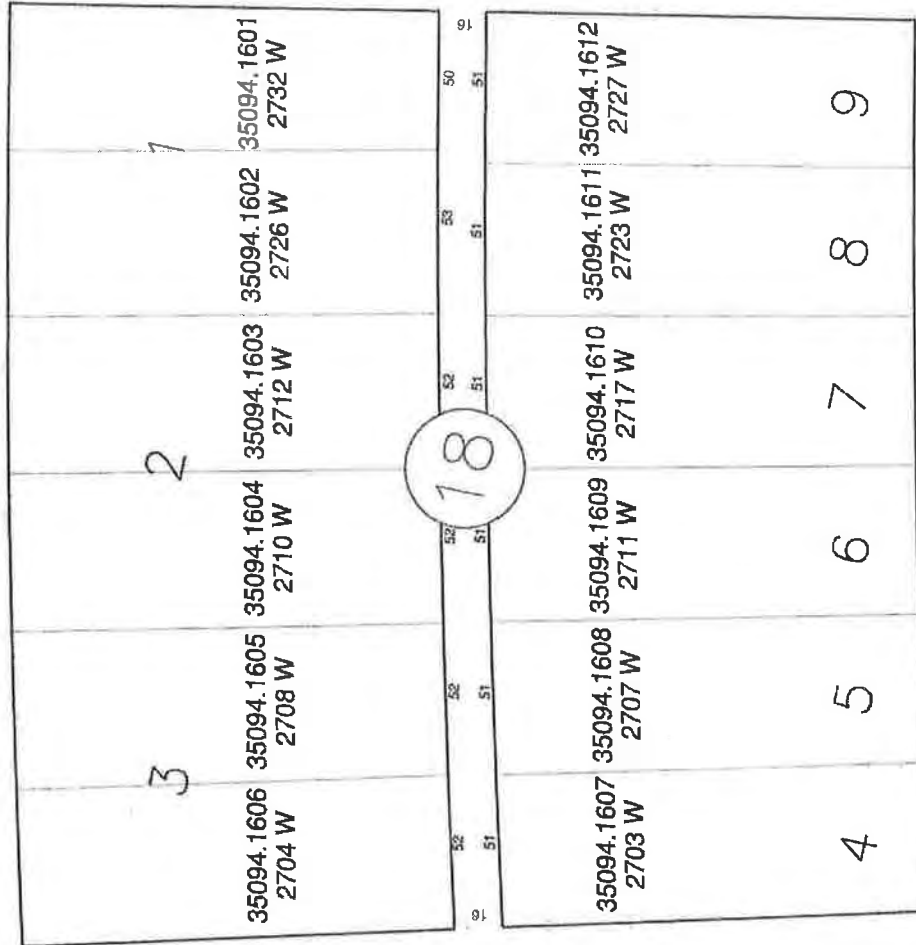


Man B. Vernon
Mayor

08.29.2011
Date

08.29.2011
Effective Date

MARSHALL AVENUE



NELSON STREET

LACEY STREET

SOUTH CRESCENT AVENUE

DISTRICT MAP

PROJECT # 2010135

Alley Improvements between South Crescent Ave and Marshall Ave from Lacey St to Nelson St

EXHIBIT NO. 2



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 3

ENGINEER'S CERTIFICATE

Hearing Examiner
City of Spokane, Washington

Complying with Ordinance Number C-34764, creating Local Improvement District Number 2010135, I have prepared the following assessment roll in accordance with Ordinance Number C-138, and RCW 35.43 et seq and RCW 35.44 et seq. The actual cost of said improvement in the sum of Forty Four Thousand, Eighty & sixty-seven/100 Dollars (\$44,080.67) and that the same amount has been equitably apportioned in the attached roll to the property therein described according to the special benefits resulting from said improvements to each lot, tract, parcel or portion thereof, as set opposite each of the tracts respectively in the column marked "Amount of Assessment", certifying that this assessment roll, consisting of five (5) sheets, is a true and correct assessment roll of the aforesaid improvement.

I herewith transmit this roll to you, through the office of City Clerk, for equalization and confirmation.

Sincerely,

Kyle Twohig
Engineering Operations Manager

Dated: May 10, 2013

LDRP11
05/10/13 9:47 AM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

EXHIBIT NO. 4

PAGE 1

PBWK FILE	PROJECT DESCRIPTION
2010135 LID	ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2010135 LID	ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET	PAVING
	CONTRACT VALUE (less tax).....\$	26,050.98
	PROJECT SALES TAX.....\$.00
	LIQUIDATED DAMAGES.....(\$.00)
	AMOUNT OF FINAL ACCEPTANCE.....\$	26,050.98
	DESIGN AND INSPECT EXPENSE.....\$	13,893.84
	CITY CLERK EXPENSE.....\$	256.59
	TREASURER EXPENSE.....\$	1,570.00
	ACCOUNTING EXPENSE.....\$	249.08
	INTEREST EXPENSE.....\$	1,331.47
	BONDS EXPENSE.....\$	67.50
	LEGAL EXPENSE.....\$	661.21
	TOTAL PROJECT COST.....\$	44,080.67
	TOTAL NET PROJECT ASSESSMENT.....\$	44,080.67

PBWK FILE

PROJECT DESCRIPTION

2010135 LID

ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1601 / 35094.1601	ROSS PARK SE ELY 50FT L1 B18	E 2732 MARSHALL AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LE, KHANH H/THAI, PHUONG E 2732 MARSHALL AVE SPOKANE WA 99207	LE, KHANH H/THAI, PHUONG E 2732 MARSHALL AVE SPOKANE WA 99207	3,572.18		3,572.18

2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1602 / 35094.1602	ROSS PARK SE ADD LT 1 BLK 18 EXC ELY 50FT	E 2726 MARSHALL AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KELLEY, ARNOLD J / LUPERCIO, C E 2726 MARSHALL AVE SPOKANE WA 99207	KELLEY, ARNOLD J / LUPERCIO, C E 2726 MARSHALL AVE SPOKANE WA 99207	3,786.50		3,786.50

PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
09534-1603 / 35094.1603	ROSS PARK SE ELY 1/2 L2 B18	E 2712 MARSHALL AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PETERSON REV LIVING TRUST E 2712 MARSHALL AVE SPOKANE WA 99207-5417USA	PETERSON REV LIVING TRUST E 2712 MARSHALL AVE SPOKANE WA 99207-5417USA	3,715.06		3,715.06

4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1604 / 35094.1604	ROSS PARK SE WLY 1/2 L2 B18	E 2710 MARSHALL AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TURNER, D R & L M E 2710 MARSHALL AVE SPOKANE WA 99207-5417USA	TURNER, D R & L M E 2710 MARSHALL AVE SPOKANE WA 99207-5417USA	3,715.07		3,715.07

5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1605 / 35094.1605	ROSS PARK SE E1/2 L3 B18	E 2708 MARSHALL AV	N

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE	PROJECT DESCRIPTION
2010135 LID	ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KLITZKE, JOHN M 1060 WILLIAMS PL WALLA WALLA WA 99362-8224	KLITZKE, JOHN M 1060 WILLIAMS PL WALLA WALLA WA 99362-8224	3,715.07		3,715.07
6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
09534-1606 / 35094.1606	ROSS PARK SE W1/2 L3 B18		E 2704 MARSHALL AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LYON, MICHAEL D & JULIE A E 2704 MARSHALL AVE SPOKANE WA 99207	LYON, MICHAEL D & JULIE A E 2704 MARSHALL AVE SPOKANE WA 99207	3,715.07		3,715.07
7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
09534-1607 / 35094.1607	ROSS PARK SE L4 B18		E 2703 SOUTH CRESCENT AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PIERCE, DEVAN & MERIANN W 3108 18TH AVE SPOKANE WA 99224-5554USA	PIERCE TRUST W 3108 18TH AVE SPOKANE WA 99224-5554USA	3,643.62		3,643.62
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
09534-1608 / 35094.1608	ROSS PARK SE L5 B18		E 2707 SOUTH CRESCENT AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PIERCE, MERIANN E TRUSTEE W 3108 18TH AVE SPOKANE WA 99224	PIERCE TRUST W 3108 18TH AVE SPOKANE WA 99224-5554USA	3,643.62		3,643.62
9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
09534-1609 / 35094.1609	ROSS PARK SE L6 B18		E 2711 SOUTH CRESCENT AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SCHUBERT, JAMES E E 2711 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	SCHUBERT, JAMES E E 2711 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	3,643.62		3,643.62

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE	PROJECT DESCRIPTION
2010135 LID	ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1610 / 35094.1610	ROSS PARK SE L7 B18	E 2717 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HENSLEY, ROBERT G & JONI S S 404 CHRISTENSEN RD MEDICAL LAKE WA 99022-9643	HENSLEY, ROBERT G & JONI S S 404 CHRISTENSEN RD MEDICAL LAKE WA 99022-9643	3,643.62		3,643.62

11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1611 / 35094.1611	ROSS PARK SE L8 B18	E 2723 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HOBBS, FRED R E 2723 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	HOBBS, F R E 2723 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	3,643.62		3,643.62

	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1612 / 35094.1612	ROSS PARK SE L9 B18	E 2727 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PIERCE, KENNETH D II & SUZANNE E 2727 SOUTH CRESCENT AVE SPOKANE WA 99207-5379	PIERCE, KENNETH D II & SUZANNE E 2727 SOUTH CRESCENT AVE SPOKANE WA 99207-5379	3,643.62		3,643.62

PBWK FILE	PROJECT DESCRIPTION
2010135 LID	ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	FRONTAGE	FR

May 10, 2013

File Number: 2010135

Parcel Number: «Parcel_1»

Assessment: \$ «Assessment»



**DEPARTMENT OF
ENGINEERING SERVICES**
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 5

«Name»

«Address1»

«Address2»

RE: Assessment and Hearing for Paving of Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street

Dear «Name»:

The above project has been completed, and a description of the assessment district is attached. The City proposes to assess your property in the **amount shown in the upper left hand corner of this letter**. In order to provide an opportunity for you to become better informed and to answer questions concerning the project and your assessment, a meeting will be held by the Department of Engineering Services on May 23, 2013, at 2:30 P.M., in the Conference Room 2A, 2nd Floor of the Spokane City Hall. This is an informal meeting intended to address questions or concerns that you may have. If you are unable to attend this meeting, you may contact me for information at the number shown below.

In compliance with the Statutes of the State of Washington, a hearing will be held before the City Hearing Examiner in Conference Room 2B, 2nd Floor of the City Hall, 808 West Spokane Falls Boulevard, at 2:30 P.M., on June 4, 2013. This hearing is to correct any irregularities or errors that may have occurred in assessing your property; it is not for the purpose of discussing the advisability of the project. The decision to create this Assessment District was made at a previous hearing and construction of this project is now completed. The Hearing Examiner will sit as a board of equalization for the purpose of considering the assessment roll. This will be the only hearing held on the assessments for this project.

Persons objecting to this assessment roll must submit written objections that comply with the requirements of Spokane Municipal Code (SMC) 7.05.480 to the Director of Engineering Services by the date and time scheduled for the hearing. Only persons who have submitted such written objections will be permitted to testify at the hearing. To be considered, written objections must contain the nature of the objection, the evidence to be presented in support of the objection, and the witnesses to be called to testify in support of the objection. The Hearing Examiner will consider the objections made and may correct, revise, raise, lower, change, or modify the roll or any part thereof, or set aside the roll and order the assessments to be made anew.

The decision of the Hearing Examiner will be final unless appealed to the City Council. The decision of the Hearing Examiner may only be appealed by persons who have submitted written objections that comply with the requirements stated in this letter. All appeals must comply with the requirements of SMC Section 7.05.540. Copies of the Spokane Municipal Code can be obtained through the City's website at www.spokanecity.org, or by contacting this office.

In Summary - Dates to Note:

May 23, 2013 at 2:30 P.M.
June 3, 2013
June 4, 2013 at 2:30 P.M.

Informational Meeting
Written objections due before the hearing
Hearing

The costs for the improvement are as follows:

Contract value	\$	26,050.98
Design & Inspection Expense		13,893.84
City Clerk's Expense		256.59
Treasurer's Expense		1,570.00
Accounting Expense		249.08
Interest		1,331.47
Bonds Cost.....		67.50
Legal Expense		661.21
Total Project Cost	\$	44,080.67

Please note your assessment amount in the upper left hand corner of page one.

Approximately thirty days before the due date of the assessment, the City Treasurer will send a statement showing the amount of the assessment. All or any part of the assessment may be paid without interest before the date shown on the statement. After the date shown on the statement, the balance will be divided over ten years with ten annual installments with interest computed each year on the unpaid balance.

If you desire any additional information, please contact me in the Department of Engineering Services at 625-6700, or at the address above.

Sincerely,



Michael Myers
L.I.D. Coordinator

Attachment: District Description

JG/slh

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2010135

Description of the assessment district for:

**Alley Improvements between Marshall Avenue and South Crescent Avenue
from Lacey Street and Nelson Street**

All that property described as follows:

LOTS
1-9

BLOCK
18

ADDITION
Ross Park Southeast Addition

Situated in the **SE** Quarter of Section **9**, Township **25** North, Range **43** East of the Willamette Meridian.

End of Description.

By: JAG

Date: November 12, 2010

Checked: _____ Date: ____/____/____



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 6

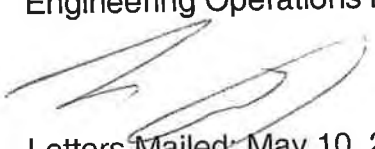
CONFIRMATION
LOCAL IMPROVEMENT DISTRICT
CERTIFICATE OF MAILING

PAVING OF THE ALLEY BETWEEN
MARSHALL AVENUE AND SOUTH CRESCENT AVENUE
FROM LACEY STREET TO NELSON STREET

2010135

I, Kyle Twohig, Engineering Operations Manager, Department of Engineering Services hereby certify that written notices of the hearing before the Hearing Examiner were mailed under my direction to all owners or reputed owners of the property at the time and in the manner prescribed by law, and that said notices were mailed to such owners or reputed owners more than fifteen days before the date set for the hearing.

Kyle Twohig
Engineering Operations Manager


Letters Mailed: May 10, 2013

Confirmation Hearing: June 4, 2013

PMT/slh

\\projects\2010135\confirmation cert of mailing.doc

AFFIDAVIT OF PUBLICATION

EXHIBIT NO. 7

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE)
CITY OF SPOKANE)

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the NOTICE OF ASSESSMENT ROLL HEARING attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 8th and 15th days of May 2013, and that said NOTICE OF ASSESSMENT ROLL HEARING was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 15th day of May 2013.

Terri L. Pfister

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

ASSESSMENT ROLL HEARING NOTICE
LID NO. 2010135

Local Improvement District No. 2010135 for the paving of the alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street.

The Assessment Roll for the above Local Improvement District, prepared under City of Spokane Ordinance No. C34764 enacted August 29, 2011, was filed with the Spokane City Clerk April 24, 2013, and is now open for public inspection.

The Spokane City Council has fixed **Tuesday, June 04, 2013, at 2:30 p.m.**, in the Second Floor Conference Room of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, as the time and place for the Hearing to be held before the City Hearing Examiner upon said roll.

All persons who may desire to object thereto shall make such objection in writing and file the same with the City Engineer at or prior to the date fixed for such Hearing. Only persons who have submitted written objections will be permitted to testify at the Hearing.

At the time and place fixed, and at such other times as the Hearing may be continued to, the City Hearing Examiner will sit as a Board of Equalization for the purpose of considering said roll, and at such Hearing, or Hearings, will consider such objections made thereto, or any part thereof, and will correct, revise, raise, lower, change, or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo.

This will be the only Hearing held on the assessment roll and will be final unless appealed to the Spokane City Council. Failure to submit written objections to the Hearing Examiner will be deemed a waiver of the right to appeal. All appeals must comply with Section 7.05.540 of the Spokane Municipal Code.

Specific information regarding this assessment roll may be obtained by contacting the Engineering Services Department, Third Floor, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington 99201—telephone number (509) 625-6700.

Terri L. Pfister
Spokane City Clerk

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. Individuals requesting reasonable accommodations or further information may call, write, or email. 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.

Publish: May 8 and 15, 2013



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 8

LOCAL IMPROVEMENT DISTRICT (L.I.D.) CONFIRMATION REPORT
FOR

Local Improvement District No. 2010135

S U M M A R Y A N D R E C O M M E N D A T I O N

Confirmation of Assessments for: Paving of Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street

Recommendation: Approve

F I N D I N G S O F F A C T

B A C K G R O U N D I N F O R M A T I O N

Date of Ordering Ordinance: August 29, 2011

Ordering Ordinance Published: August 31, 2011

Project Description: Paving of Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street

Reason and Purpose of Project: This project is designed to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district.

Total Project Cost \$44,080.67

Net Assessment to Property Owners \$44,080.67

Total Number of Parcels: 12

PROCEDURAL INFORMATION

Confirmation Hearing: June 4, 2013

Notice Dates:

Mailed Final Hearing Notification: May 10, 2013

Notice of Assessment Roll Hearing Published: May 8 & 15, 2013

Information Meeting: May 23, 2013

Known Opponents:

None

Date of Report:

May 30, 2013

Responsible Staff Person:

John Gomez, P.E., Senior Engineer - Design
City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

FINDINGS AND CONCLUSIONS

Local Improvement Districts finalized by a confirming Ordinance are subject to Spokane Municipal Code (SMC) Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Department of Engineering Services has reviewed these criteria and all of the available evidence and makes the following Findings and Conclusions to confirm the assessment roll:

1. All property in the Local Improvement District has been assessed proportionally in relation to all other property in the Local Improvement District.

A frontage method of distributing the project costs has been used insuring proportional assessments.

2. All property in the Local Improvement District is specially benefited in an amount at least equal to the assessment.

A review of the assessments has been conducted by the Department of Engineering Services staff and it is the Department's judgment that the assessments are equal to or less than the special benefit to the properties in the assessment district. In no case are the assessments greater than the special benefit.

3. All procedures set forth in RCW 35.43 and this Article have been followed.

On May 10, 2013 notices were sent to all property owners and taxpayers of record advising them of the proposed amount of their assessments and of the date of the hearing before the City's Hearing Examiner in accordance with RCW 35.43. Copies of this correspondence can be found elsewhere in this report.

2010135



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.617
Spokaneengineering.org

CONFIRMATION MEETING

EXHIBIT NO. 9

FOR

LOCAL IMPROVEMENT DISTRICT 2010135

PAVING OF ALLEY BETWEEN

MARSHALL AVENUE AND SOUTH CRESCENT AVENUE

FROM LACEY STREET TO NELSON STREET

MAY 23, 2013 AT 2:30 P.M.

ATTENDANCE ROSTER

FRED R. HOBBS	2723E. S. CRESCENT	509-535-1822
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

ORD C35001

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

MIKE FAGAN 6257

Contact E-Mail

MFAGAN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 - AN ORDINANCE RELATED TO FIREARMS

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An ordinance related to firearms, amending SMC sections 10.10.050 and 10.11.052

Summary (Background)

RCW 9.41.300 permits local jurisdictions to enact ordinances to prohibit the possession of firearms in stadiums and convention centers with specific exceptions. SMC 10.10.050 has not been updated to reflect the changes to state law. This ordinance will make SMC 10.10.050 consistent with RCW 9.41.300. The additional amendment to SMC 10.11.052 is to include the incorporation of an additional reference to state law already set forth in SMC 10.11.052.

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**

PICCOLO, MIKE

mfagan@spokanecity.org

For the Mayor

SANDERS, THERESA

bstuckart@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

Ordinance No. C35001

An ordinance relating to firearms; amending SMC sections 10.10.050 and 10.11.052.

The City of Spokane does ordain:

Section 1. That SMC section 10.10.050 is amended to read as follows:

10.10.050 Municipal Public Assembly Facilities

- A. No person shall bring into or have in their possession while present at any City public assembly facility any cans, bottles, alcoholic beverages, controlled substances, ~~((guns))~~ firearms, knives or other such devices which are weapons or apparently capable of use as weapons.
- B. The public assembly facilities are the INB Performing Arts Center, the Convention Center, Spokane Veterans Memorial Arena, and Joe Albi Stadium.
- C. This shall not prohibit legitimate operations of licensed concessionaires or other persons authorized by the Spokane Public Facilities District, Chief Executive Officer or designee, or the director of parks and recreation or designee for Joe Albi Stadium.
- D. The restriction set forth above in subsection (A) shall not apply to:
 - 1. Any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060; or
 - 2. Any showing, demonstration, or lecture involving the exhibition of firearms.
- E. Nothing in this section shall prohibit the owner or operator of a public assembly facility from adopting rules or policies regulating the possession of firearms pursuant to and consistent with state law.

Section 2. That SMC section 10.11.052 is amended to read as follows:

10.11.052 Firearms and Dangerous Weapons

The following Revised Code of Washington (RCW) sections, including all future amendments, additions, or deletions, are hereby adopted by reference and shall be given full force and effect as if set forth in full.

RCW

9.41.010	Terms Defined
9.41.050	Carrying firearms
9.41.060	Exceptions to restrictions on carrying firearms
9.41.070	<u>Concealed pistol license – Application – Fee – Renewal</u>
9.41.098	Forfeiture of firearms – Disposition – Confiscation
9.41.140	Alteration of identifying marks – Exceptions
9.41.230	Aiming or discharging firearms, dangerous weapons
9.41.240	Possession of pistol by person from eighteen to twenty-one
9.41.250	Dangerous weapons – Penalty – Exemption for law enforcement officers
9.41.260	Dangerous exhibitions
9.41.270	Weapons apparently capable of producing bodily harm – Unlawful carrying or handling – Penalty – Exceptions
9.41.280	Possessing dangerous weapons on school facilities – Penalty – Exceptions
9.41.300	Weapons prohibited in certain places – Local laws and ordinances – Exceptions – Penalty
9.41.800	Surrender of weapons or licenses – Prohibition on future possession or licensing
9.41.810	Penalty

All other sections of RCW 9.41 are expressly excluded from SMC 10.11.052 and hereby deleted.

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:**

06/24/2013

Date Rec'd

6/13/2013

Clerk's File #

ORD C35002

Renews #**Submitting Dept**

PARKS & RECREATION

Cross Ref #**Contact Name/Phone**

LEROY EADIE 625-6203

Project #**Contact E-Mail**

LEADIE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

1400 ORDINANCE APPROVING PROJECT AGREEMENT AND EASEMENT

Agenda Wording

An ordinance approving a project agreement and easement between the Park Board and Yong Lewis, developer Tuscan Ridge PUD.

Summary (Background)

On September 13, 2007 Park Board approved sewer easement agreement across park property with the developer of the Tuscan Ridge PUD with certain conditions. An agreement has been reached on those conditions and the Parks and Recreation Director has signed off of the project.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

EADIE, LEROY

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

leadie @spokanecity.org

For the Mayor

SANDERS, THERESA

jrichman@spokanecity.org

Additional Approvals

jfaught@spokanecity.org

Purchasing

tmadunich@spokanecity.org

ORDINANCE NO. C35002

An ordinance approving a project agreement and easement between the Park Board and Yong Lewis.

WHEREAS, the Park Board has approved a utility easement agreement with Yong Lewis, developer of the Tuscan Ridge PUD, which provides certain benefits to adjoining park land; Now, Therefore

The City of Spokane does ordain: That the Project Agreement and Easement attached hereto is hereby approved and the Mayor and/or her authorized designee is authorized to execute the same together with the attachments thereto and any incidental documentation necessary and appropriate for consummating the transactions contemplated in the agreement.

Adopted by the City Council on this _____ day of _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Appendix

Project Agreement and Easement

After Recording Return To:
City of Spokane
Department of Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

PROJECT AGREEMENT AND EASEMENT

The Project Agreement and Easement ("Agreement") is made and executed this ____ day of _____, 2013, by and between the CITY OF SPOKANE, acting by and through the SPOKANE PARKS BOARD ("City" or "Park Board") and the YONG LEWIS, a single person ("Applicant"), hereinafter jointly referred to as "Parties".

WHEREAS, as outlined in City of Spokane Hearing Examiner Findings, Conclusions and Decision dated June 11, 2007, under File No. Z2005-121-PUD (the "Project"), and consistent with the statutes of the State of Washington, and the ordinance, municipal codes, and standards of the City of Spokane, Washington; in connection with Applicant's Project, Applicant is required to perform certain work and/or complete certain improvements, at the above referenced address, located in Spokane, Washington, and legally in **Exhibit "A"** hereto ("Benefited Property");

Whereas, the City of Spokane owns the real estate described in **Exhibit "B"** hereto ("City Property");

Whereas, one of the Hearing Examiner's conditions of approval of the Project was that Applicant enter into an agreement with the City addressing the issues contained in Exhibit 42, a copy of which is included and incorporated herein as **Exhibit "C"**; and

Whereas, Exhibit 42 provides for, among other things, the terms under which the City will grant Applicant an easement for an underground sewer line to extend City of Spokane sanitary sewer service to the Project;

Whereas, all relevant departments of the City of Spokane, as well as the Parks Board, have reviewed and approved the plans and specifications for the proposed underground sewer line to extend City of Spokane Sanitary sewer service to the Project;

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Applicant agree as follows:

1. **EASEMENT.** the City hereby grants and conveys to Applicant, its successors and assigns, for purposes of installing, maintaining, repairing and replacing an underground sewer line (the "Utilities"), and no other purpose, a perpetual easement over, under, upon and across those portions of the City Property described in **Exhibit "D"** (the "Easement").

1.1 Upon reasonable notice to the City, Applicant shall have the right at to enter the Easement for the purpose of installation, maintenance, repair, removal and/or replacement of the Utilities as the Applicant deems necessary. Applicant shall perform work in the Easement with due care and caution and shall return the Easement area to the condition in which it was found, reasonable wear and tear excepted. Applicant, its contractor(s) or agents shall be responsible to the Grantor for any and all damage to Grantor's property due to the installation, maintenance, and repair of the Utilities to the extent such damage is caused by the Applicant, its contractor(s) or agent(s) working in the Easement.

1.2 All relevant departments of the City of Spokane, including the Parks Department, have reviewed and approved the plans and specifications for the Utilities. The list of approved plans and most current version date is attached hereto as **Exhibit "E"** ("Approved Plans"). No Utilities may be installed and no other improvements of any kind may be placed in the Easement unless they substantially conform to the Approved Plans without the written approval of the Director of Parks & Recreation ("Director"), which the Director may withhold for any reason if said improvements are inconsistent with or exceed the limited privilege granted hereunder.

1.3 Except as otherwise authorized by the City, access to the Easement for construction, installation and maintenance shall be across Applicant's property and not via the City's adjoining property.

1.4 The Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

1.5 In the event of a default of Applicant's obligation to perform any covenant, condition, or provision of this Agreement, where that failure continues for a period for 30 days after written notice from the City, and further provided that the Applicant or her successor, is not taking reasonable steps to cure the default, the City may commence an action for specific performance and/or damages including the recovery of attorneys' fees and costs for such enforcement action. Notwithstanding any such legal action, Applicant will remain liable for Applicant's obligations under this Agreement and Easement.

1.6 Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easement.

1.7 This Easement and the privileges granted herein shall not be construed as conveying to Applicant any fee ownership interest in the Easement or City Property but is instead a grant of a limited easement right and privilege to use the Easement for purposes that are not inconsistent with the Park Board's use of the property. The Park Board specifically reserves unto itself the right to use and improve the Easement and its adjacent property for all purposes not inconsistent with the privilege granted hereunder.

2. IMPROVEMENTS. Applicant shall, at no cost or expense to the City, construct the improvements described on the Approved Plans under City of Spokane Project No. 2008053, on file at the City's Department of Engineering Services (collectively the "Improvements"), and as further specified herein to the Director's reasonable satisfaction.

2.1 Monuments. Applicant shall, at no cost or expense to the City, survey and create permanent monuments identifying the property line/boundary between the City Property and the Benefitted Property.

2.2 Fence. Applicant shall, at no cost or expense to the City, construct and maintain a fence on the property line between the City Property and Benefitted Property, as shown in **Exhibit "F"**. Fencing shall be simple wire fencing designating the boundary and shall be posted with signage identifying the boundary which shall first be approved by the Director in writing.

2.3 Fire Hydrants. Applicant shall, at no cost or expense to the City, install and maintain fire hydrants along the boundary between the City Property and the Benefitted Property in order to provide fire control to both properties. The fire hydrants shall be located on the Benefitted Property, generally as shown in **Exhibit "G"**. Final location and specifications of the fire hydrants shall be subject to approval by the Spokane Fire Department.

2.4 Trailhead and Public Access. Applicant shall, at no cost or expense to the City, relocate the walking/hiking trails on its property to connect to trail in Hangman Park. A trailhead shall be provided from the Benefitted Property to Hangman Park with a public parking area (sufficient to accommodate parking spaces for four cars) off Hatch Road at the entrance to the Project. The location and dimensions of said trailhead, hiking trails, and public parking area are generally depicted in **Exhibit "H"**, except that a fully accessible sloped trail will be provided from the parking area in lieu of the wooden stairs referred to in Exhibit "H". The trail(s) will be constructed from engineered drawings approved in advance by the Director in writing and will include designed walls and soil retaining systems. The trails shall be six feet wide and all edges with falls deeper than three feet will be provided with a guard rail system. All trails, walls and railing will be maintained and replaced by Applicant. The trails will not be surfaced but shall be constructed so to limit edge erosion and water damage. Applicant shall include trash receptacles and provide for regular trash removal at the trailhead. Applicant shall maintain a map of the trail system at the trail head and shall provide directional signage along the trail system. The map and signage must be approved by the Director prior to installation.

2.5 Emergency Access. Applicant shall, at no cost or expense to the City, construct in the south portion of the Benefitted Property (as generally depicted in **Exhibit "I"**, except that, in lieu of the emergency access gate depicted in Exhibit "I", the gate shall be generally as depicted in Exhibit "I-1") an access to allow emergency vehicle access to Hangman Park via the Benefitted Property. The access and gate will be constructed per City standards from engineered drawings approved by the Department in writing. The access shall be gated and shall be controlled by the Director and the City of Spokane Sewer Maintenance Division.

3. COMPLETION OF WORK. Applicant shall complete the Improvements to the City's satisfaction concurrently with the construction of the Utilities and PUD improvements and prior to constructing any residential buildings in the PUD, and in full compliance with the Approved Plans and exhibits attached hereto, together with such additional approved plans and specifications as are called for herein above, including any approved amendments thereto, and in conformance with all applicable laws, rules, regulations, ordinances and requirements of governmental agencies, offices, and boards having jurisdiction. This Agreement shall not be construed in any manner whatsoever as a waiver of any conditions of Project approval, Spokane Municipal Code, other codes, statutes, or regulations applicable to the Project. Such provisions shall apply with full force and effect, in addition to the terms of this Agreement. Applicant shall be responsible for all elements of the design of all Improvements (including, without limitation, compliance with law, functionality of design, and the structural

integrity of the Improvements), and the City's approval of Applicant's plans shall in no event relieve the Applicant of the responsibility for such design. Applicant shall complete, at its sole expense, any alterations and/or restoration to the Easement required because of the Improvements, including, without limitation, any alterations specifically required by the City. Applicant shall reimburse the Park Board for any out of pocket costs incurred by the Park Board in the event the Park Board is required to assist in obtaining any approvals. All Improvements must be done and completed in a workmanlike manner and with material (when not specifically described in the specifications approved by the Park Board) of the quality and appearance customary in the trade for first-class construction of a municipal park public trailhead and trail system.

4. OBSTRUCTIONS. Applicant shall not place any structure or obstruction, temporary or otherwise, on City Property, including the Easement, that would prevent the use of the City Property by the Park Board, its employees, assigns, agents, invitees, licensees or other grantees, without the prior written approval of the Park Board, which the Park Board may withhold for any reason, and furthermore, in the event Applicant does place structures and/or obstructions of any type over the City Property, it will be Applicant's responsibility to bear all costs to replace any such structures and/or obstructions should the Park Board have to disrupt the structure and/or obstructions for operation, installation, maintenance, repair and/or replacement of City Property and/or improvements situated thereon. In the event Applicant's use of the Easement and/or enjoyment of the privileges conveyed to Applicant hereunder causes damage to the Easement and/or surrounding City Property including any improvements situated thereon, Applicant shall restore the Easement and Grantor's surrounding property to the condition it was found prior to the damage at Applicant's sole cost and expense.

5. MAINTENANCE. Applicant shall be responsible to maintain and repair the Utilities and Improvements in the Easement Area to ensure their proper use and function. Applicant shall be responsible for noxious weed control in all areas disturbed by construction of the Utilities and Improvements for a minimum of five (5) years. Upon the initial installation of the Utilities and Improvements, and upon each and every occasion that the same are installed, repaired, maintained, removed, and/or replaced, Applicant shall restore the Easement and the Park Board's surrounding property, and any such improvements disturbed, to a condition as they were in prior to any such installation or work, to the extent any damage or disturbance of the Easement and the Park Board's surrounding property was caused by Applicant's installation, repair, maintenance, removal and/or replacement of the Utilities and/or Improvements. If, in an emergency, it shall become necessary for the Park Board to promptly make any repairs that otherwise would have been the responsibility of Applicant as defined or set forth herein, or if Applicant shall fail to

adequately maintain the Easement as provided herein, then the Park Board, at its sole option, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement therefore from Applicant within thirty (30) days after a written request for the same. In such instance, the Park Board shall provide Applicant with oral notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

6. INDEMNIFICATION AND INSURANCE.

(a) Applicant agrees to pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Applicant or subcontractors with provisions and supplies for the construction and/or maintenance of the Utilities and/or Improvements, and shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, the construction, maintenance, operation, or repair of the Utilities and/or Improvements, or use of the Easement pursuant to this Agreement, including the enjoyment of all privileges of Applicant hereunder, unless caused by the City's sole negligence.

(b) While this Agreement is in effect, and during any period of time that the Utilities and/or improvements are being installed, the Applicant agrees to cause its general contractor to maintain a general liability insurance policy naming the City as an additional insured, in combined single limit coverage, occurrence form, of not less than ONE MILLION DOLLARS (\$1,000,000.00), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The insurance policy shall treat the employees of the City in the same manner as members of the general public ("Cross-liability Coverage"). The City shall receive a copy or satisfactory evidence that this policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation. During any period in which the Utilities and/or improvements are being utilized to accept sanitary sewage from the Benefitted Property, the homeowners association for the Benefitted Property shall maintain a general liability insurance policy naming the City as an additional insured, in combined single limit coverage, occurrence form, of not less than ONE MILLION DOLLARS (\$1,000,000.00), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The insurance policy shall treat the employees of the City in the same manner as members of the general public ("Cross-liability Coverage"). The City shall receive a copy or satisfactory evidence that this policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation.

(c) Applicant waives all rights of recovery against the City, its subtenants, agents, officers, employees, and contractors, for loss or damage to the

Utilities or Improvements, or for loss or damage to Applicant's adjacent property, resulting from fire or other causes which are normally covered by fire and extended coverage insurance, regardless of whether the loss or damage is due to negligence or otherwise, to the extent insurance proceeds are actually obtained from third party insurance companies. Applicant shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the City.

7. **HAZARDOUS MATERIALS.** Applicant, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto Applicant's adjacent property, the Easement, or City Property adjacent to the Easement. For the purposes of this License, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Applicant (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Applicant's use of the Easement, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

8. **HOMEOWNER COVENANTS, CONDITIONS, & RESTRICTIONS.** A set of covenants, conditions, and restrictions ("CC&Rs") shall be prepared for the Project, subject to the City's review and approval, and shall be recorded with the Spokane County Auditor's Office prior to recording the final plat and PUD for

the Project. The CC&Rs shall provide that the terms and conditions of this Agreement, including, without limitation, this Agreement's insurance and indemnification provisions, shall apply to the homeowners association for the Benefitted Property.

9. GOVERNMENTAL APPROVAL. Developer acknowledges that this agreement does not bind the City of Spokane until it has been approved by City Council ordinance and executed by the City.

10. NOTICES. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, addressed as follows or such other address as may be designated by either party:

City: City of Spokane Parks Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Copy to: Office of the City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Applicant: Yong Lewis
520 West Katelyn Lane
Spokane, WA 99224

Copy to: Michael J. Murphy
Groff Murphy, PLLC
300 East Pine Street
Seattle, WA 98122

11. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

12. GENERAL PROVISIONS. Any provision of this Agreement which is declared invalid shall not invalidate the remaining provisions of this Agreement. The failure or delay of any party to this Agreement to declare any breach or default shall not waive such breach or default. This Agreement shall be binding on the heirs, successors and assigns of the Parties hereto. Time is of the essence of this Agreement.

13. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of

any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. It is expressly agreed that there are no verbal understandings or agreement which in any way change the terms, covenants and conditions herein set forth. No modifications of this agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

In witness whereof, each party to this agreement has caused it to be executed at Spokane, Washington, on the date indicated below.

APPLICANT:

YONG LEWIS

Yong Lewis

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared YONG LEWIS, to me known to be or proved on the basis of satisfactory evidence to be the person that executed the foregoing instrument, and acknowledged that said instrument was his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 20th day of May, 2013.

Notary Public
State of Washington
Trina L Johnson
Commission Expires 05-15-17

Trina L Johnson
Printed Name: Trina L Johnson
Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: 5-15-17

CITY:

CITY OF SPOKANE

CITY OF SPOKANE PARKS BOARD

By: _____
Its: _____

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____
and _____ are the persons who appeared before me and said persons
acknowledged that they signed this document, on oath stated that they were authorized to
sign it and acknowledged it as the _____ and the _____,
respectively, of the CITY OF SPOKANE, a municipal corporation, and the CITY OF
SPOKANE PARKS BOARD, a subdivision thereof, to be the free and voluntary act of such
party for the uses and purposes therein mentioned.

Dated _____.

Notary Public in and for the State of
Washington, residing at Spokane.

Appointment expires: _____

Exhibit "A"

Legal Description of Benefited Property

TRACT 5 OF FIRST ADDITION TO MARSHALL'S 10 ACRE TRACTS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 95, IN GOVERNMENT LOT 15, OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY WASHINGTON;

EXCEPT QUAIL RIDGE PUD, ACCORDING TO PLAT RECORDED IN VOLUME 17 OF PLAT, PAGE 3, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Exhibit "B"

Legal Description of City Property

The W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5 Township 24 Range 43

Parcel 34054.0012

Exhibit “C”

Exhibit 42

Exhibit C

EXHIBIT NO. 42



808 West Spokane Falls Boulevard
Seventh Floor - City Hall
Spokane, Washington 99201-3317
509-625-6200
www.spokaneparks.org

City of Spokane
Parks and Recreation
Department

Memorandum

To: Dave Compton
Greg Smith

From: Jacki Faught

Date: May 10, 2007

Re: Tuscan Ridge PUD Easement Considerations

RECEIVED
MAY 10 2007
HEARING EXAMINER

Dear Sirs:

Attached please find a copy of the Tuscan Ridge PUD Easement Considerations for your review.

Mike Stone would like you to know that the Spokane Parks Department is working with the Tuscan Ridge Developer to come to an agreement regarding the easement.

Should you have questions please do not hesitate to contact Mike at extension 6453.

Thank you,

Jacki Faught
Administrative Secretary
625-6203

723.

Exhibit C

Tuscan Ridge PUD Easement Considerations

- Survey and create permanent monuments identifying the existing property lines between Tuscan Ridge and Park property.
- Fence Tuscan Ridge property that is adjacent to Park Department Property. Fencing should be a simple wire fence designating the boundary and should also be posted with signage identifying the boundary.
- Tuscan Ridge will install fire hydrants along the boundary of park property for fire control. Hydrants will be supported by Tuscan Ridge and located Tuscan Ridge property.
- Tuscan Ridge will provide an identified public access and trail head at the top of their indicated entrance drive. Trail head will include pull off space for four cars, identity signage and be maintained by Tuscan Ridge.
- Tuscan Ridge will construct an access (gated road, keyed and control by the Park Department and the Sewer Maintenance Division of the City) trail adjacent to their property on Park property. Trail(s) will be constructed from engineered drawings including designed walls and soil retaining systems. Constructed trails will be six feet wide and all edges with falls deeper than three feet will be provided with a guard rail system. All constructed trails, walls and railing will be maintained and replaced by Tuscan Ridge. Trails will not be surfaced but constructed so to limit edge erosion and water damage.
- Tuscan Ridge will provide an initial directional sign system (mapping same) for the trail provided by Tuscan Ridge and extend the directional signage to the existing public trail system the area.
- All work, improvements and long term agreements will be described in a use agreement and attached to the recorded easement for construction and placement of the sewer line.
- All plans must be submitted for review and approval prior to construction. **Easement must be officially recorded prior to any and all improvements or construction on site.**
- All site damage related to sewer line construction will be restored.
- All damage from current encroachment on Park land by Tuscan Ridge development will be restored. **No future encroachment will be allowed.**
- 12. Construction and staging zone for sewer construction to be identified from center line of sewer at 20 feet wide.
- 13. All construction access other than sewer line installation to be provided across Tuscan Ridge property. The gated access road will not be used for access to Tuscan Ridge property for future construction.

Exhibit "D"

Legal Description of Easement

(A PORTION OF ASSESSOR'S TAX PARCEL NO. 34054.0012)

OFFSITE SANITARY SEWER EASEMENT

A NON-EXCLUSIVE EASEMENT FOR INGRESS & EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A SANITARY SEWER LINE, AND APPURTENANCES THERETO, OVER, UNDER ACROSS AND THROUGH A STRIP OF LAND, 20 FEET IN WIDTH, SITUATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, IN SPOKANE COUNTY, WASHINGTON, THE SIDE LINES OF WHICH LIE 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1/2" REBAR WITH YELLOW PLASTIC CAP MARKING THE CENTER OF SAID SECTION 5 AS PER BOOK 30 OF SURVEYS, PAGE 77, RECORDS OF SPOKANE COUNTY, WASHINGTON; THENCE NORTH 89°26'01" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 381.12 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED CENTERLINE; THENCE SOUTH 00°19'16" WEST A DISTANCE OF 21.42 FEET; THENCE SOUTH 58°33'27" EAST A DISTANCE OF 111.11 FEET; THENCE SOUTH 16°06'38" WEST A DISTANCE OF 284.63 FEET; THENCE SOUTH 03°23'08" WEST A DISTANCE OF 189.74 FEET; THENCE SOUTH 19°12'22" WEST A DISTANCE OF 99.77 FEET; THENCE SOUTH 25°49'37" EAST A DISTANCE OF 48.08 FEET; THENCE SOUTH 59°44'59" EAST A DISTANCE OF 232.34 FEET; THENCE SOUTH 76°19'47" EAST A DISTANCE OF 39.12 FEET; THENCE NORTH 75°39'17" EAST A DISTANCE OF 39.96 FEET; THENCE NORTH 40°36'01" EAST A DISTANCE OF 113.58 FEET; THENCE SOUTH 49°17'27" EAST A DISTANCE OF 33.22 FEET; THENCE SOUTH 21°35'05" EAST A DISTANCE OF 120.67 FEET; THENCE SOUTH 32°51'27" EAST A DISTANCE OF 110.89 FEET; THENCE SOUTH 54°06'51" EAST A DISTANCE OF 159.84 FEET; THENCE SOUTH 01°46'49" WEST A DISTANCE OF 33.89 FEET TO THE TERMINUS OF SAID DESCRIBED CENTERLINE;

THE SIDE LINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED, AS THE CASE MAY REQUIRE, TO INTERSECT THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER.

Exhibit "E"

List of Approved Plans
City Project No. 2008053

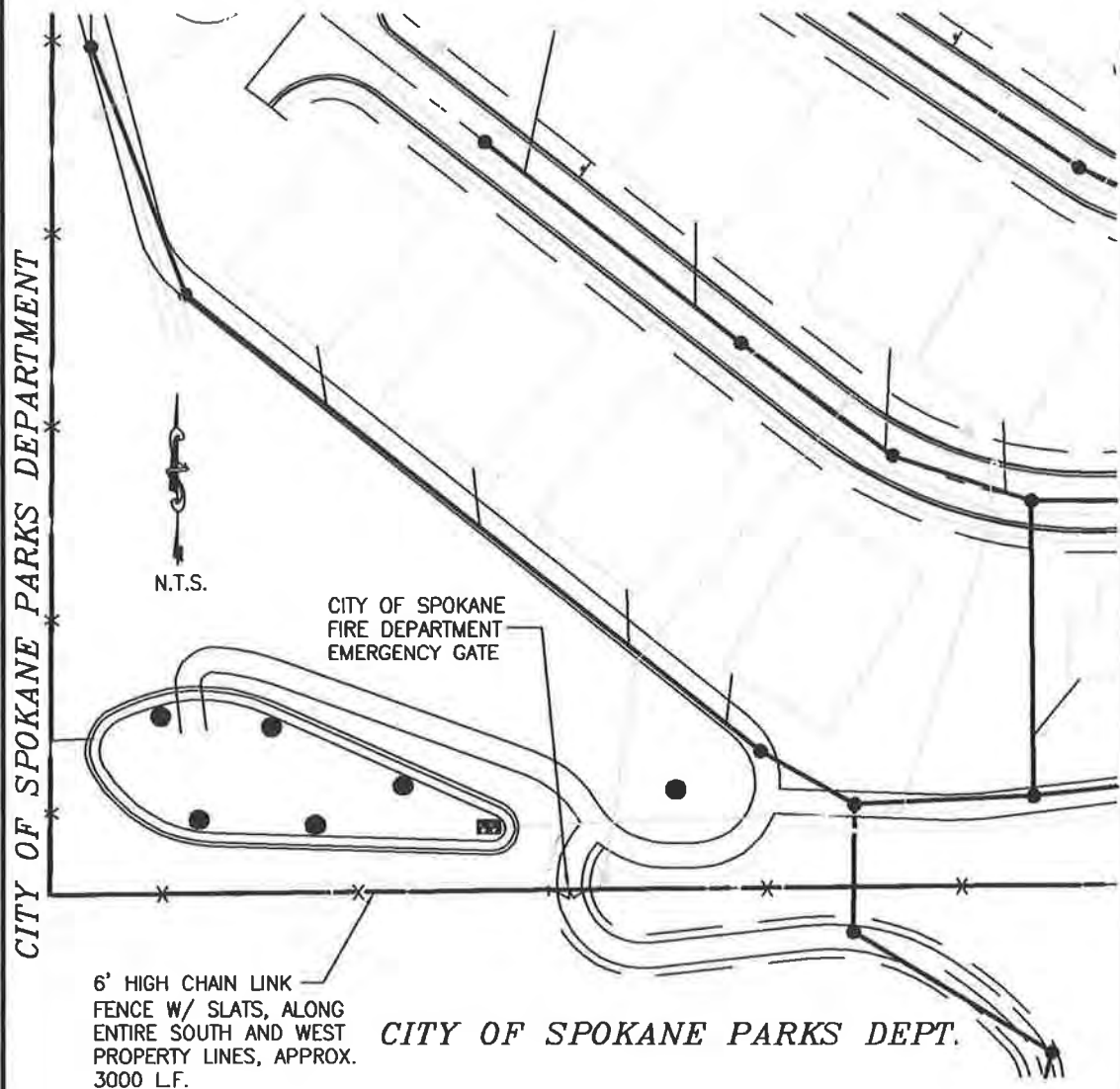
Sheet 1, Sanitary Sewer Cover, 04-952-SS (3/2013)
Sheet 2, Sanitary Sewer 04-952-SS (3/2013)
Sheet 3, Sanitary Sewer 04-952-SS (3/2013)
Sheet 4, Sanitary Sewer 04-952-SS (3/2013)
Sheet 5, Sanitary Sewer 04-952-SS (3/2013)
Sheet 6, Sanitary Sewer 04-952-SS PROFILE OFF-SITE (3/2013)
Sheet 7, Sanitary Sewer 04-952-SS PROFILE OFF-SITE (3/2013)

Exhibit "F"

Fence Drawing

Exhibit F

TUSCAN RIDGE



HAHN ENGINEERING, INC. <small>806 E. HASTINGS RD. SPOKANE, WA. 99218 PHONE: (509) 457-1888 FAX: (509) 457-8169 www.hahnengr.com</small>	DRAWN:	DATE	TUSCAN RIDGE		FENCE
	RGH	7-12-11			SHEET NO.
	DESIGNED:				
	RGH	7-12-11			2
	APPROVED:		FENCE DRAWING		3
	RGH				

Exhibit "G"

Fire Hydrant Drawing

Exhibit G

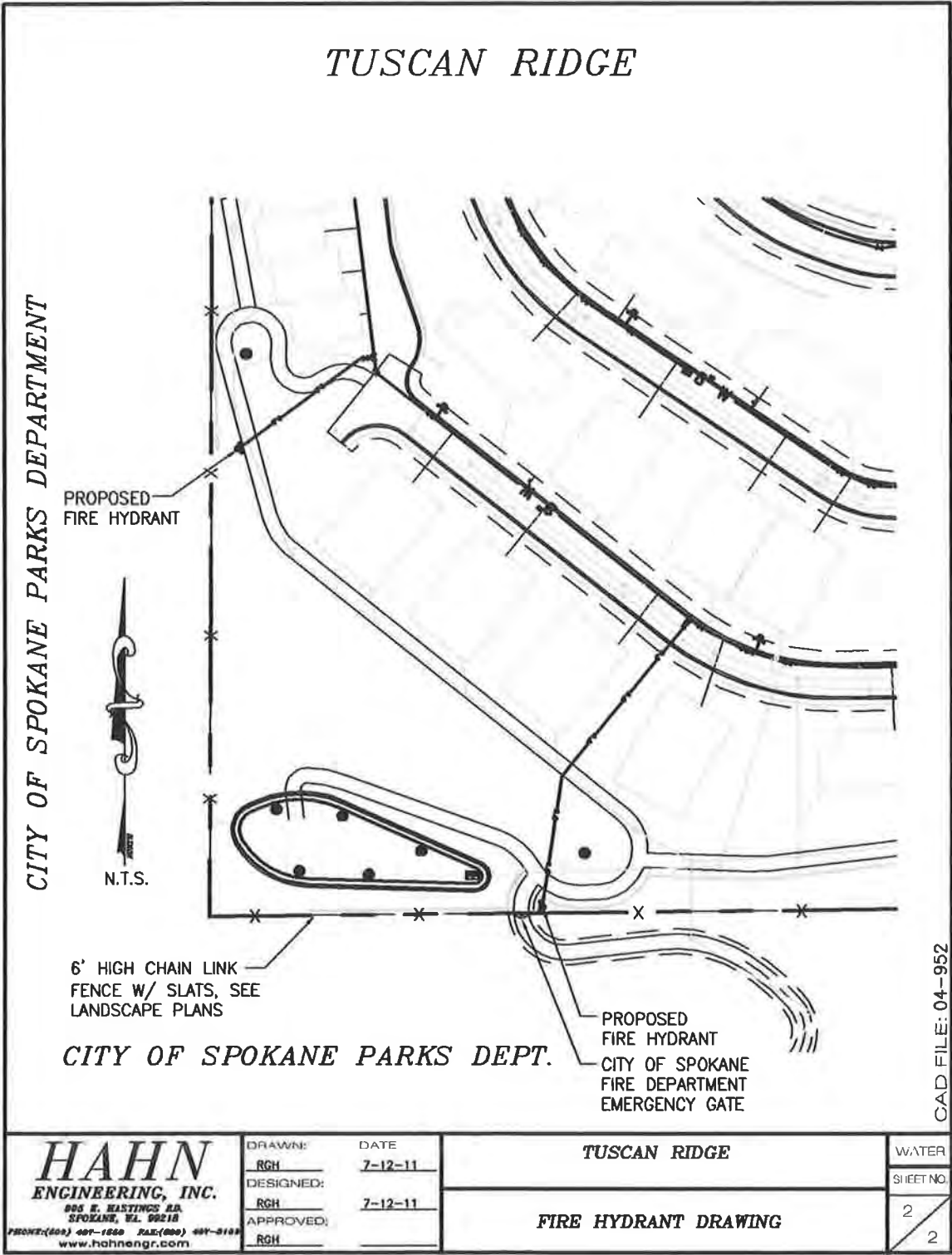


Exhibit “H”

Trailhead and Public Access Drawing

Exhibit H

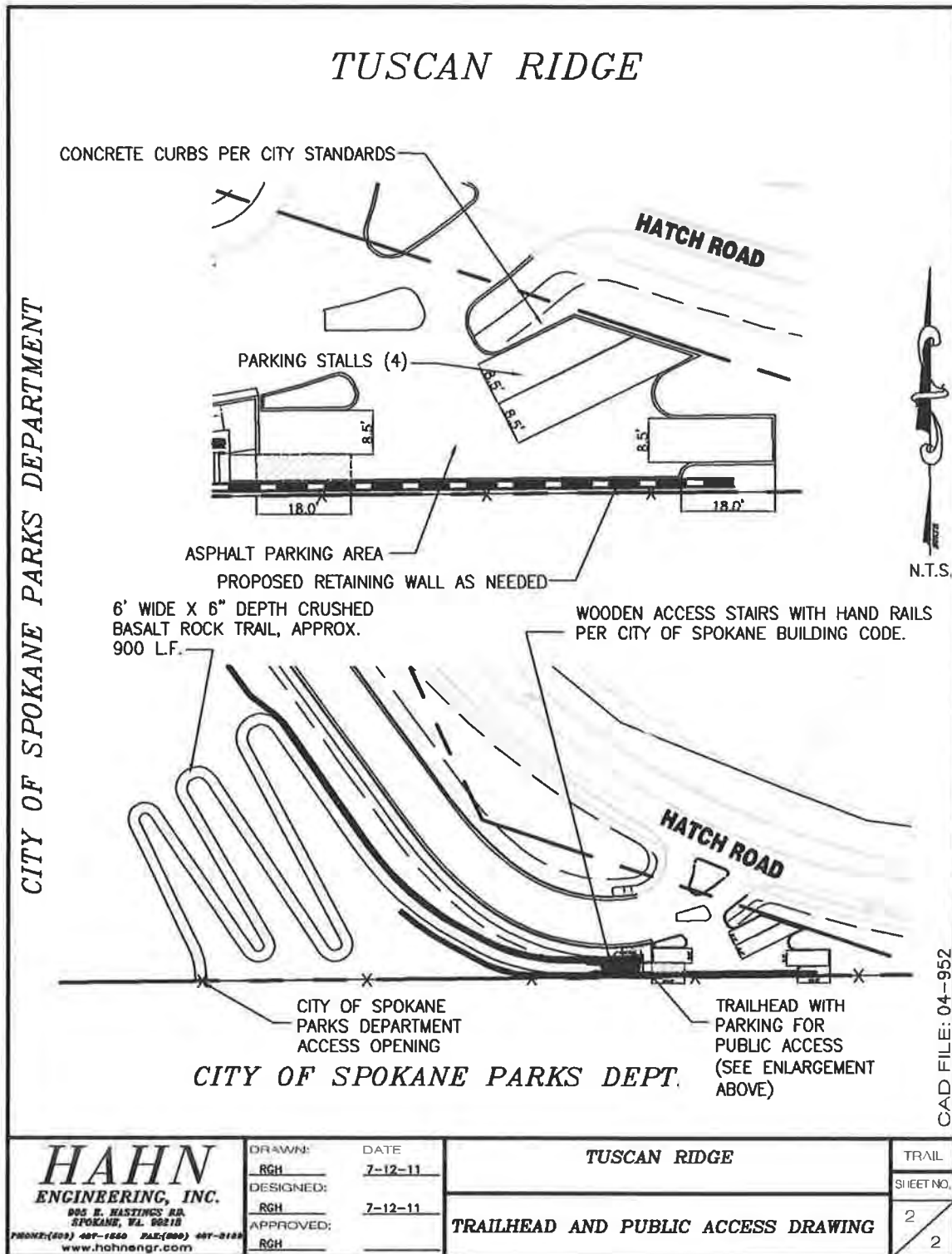
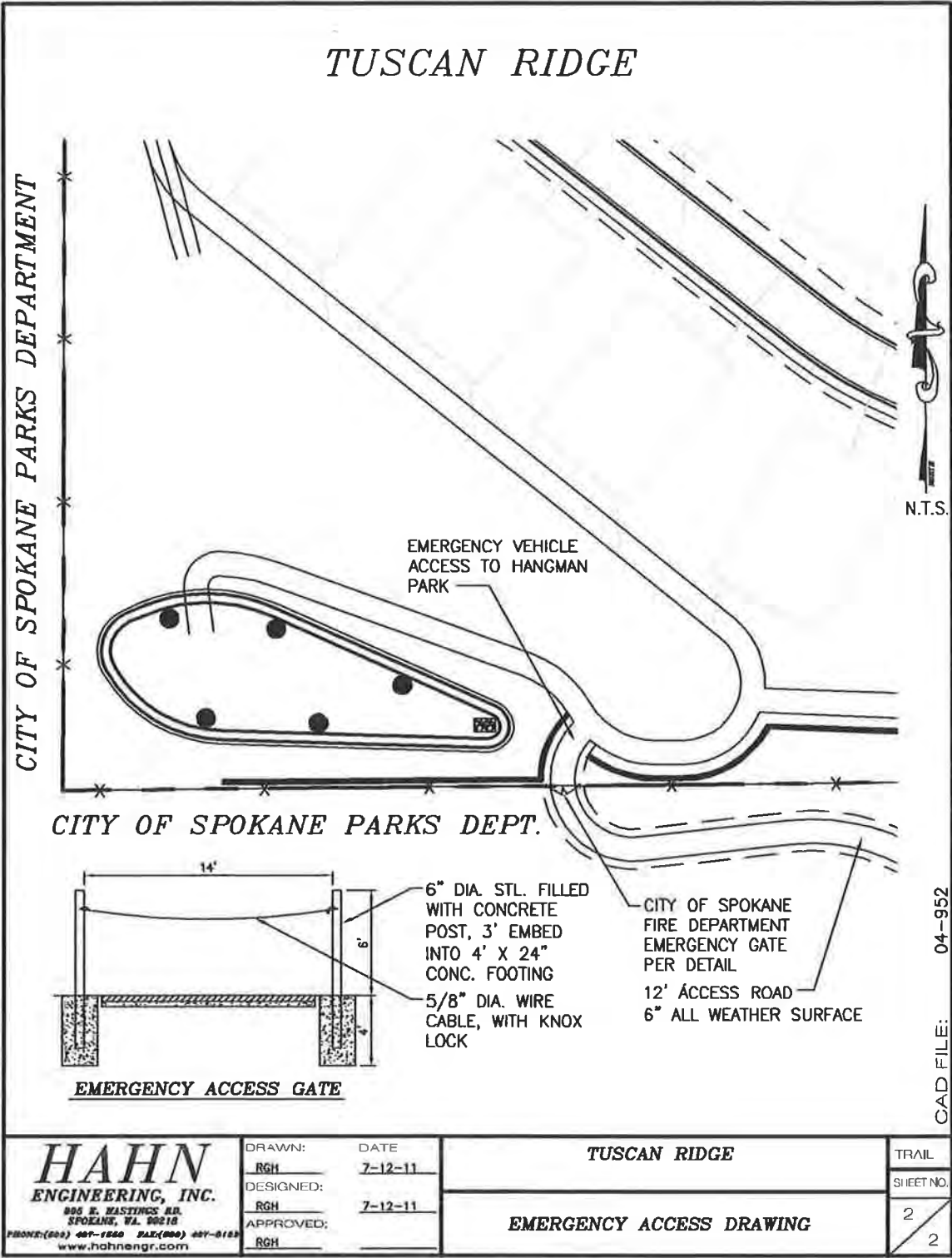


Exhibit I



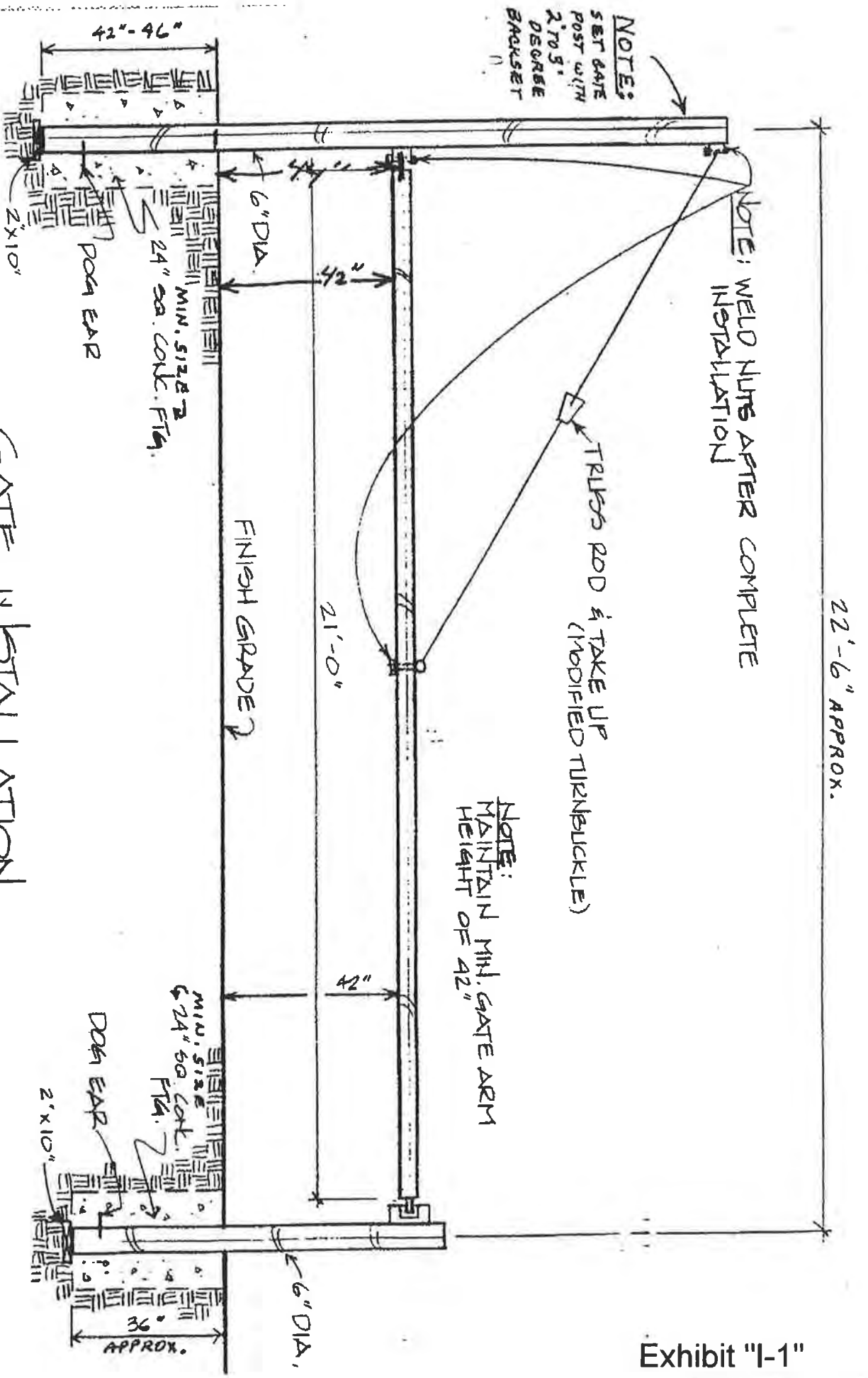


Exhibit "I-1"

GATE INSTALLATION
 NORTHUP STEEL
 ROAD CLOSURE GATE
 MODEL #1

SCALE: 3/8" = 1'-0"

DATE: 12-7-93
 DESIGNED BY: [Signature]

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

06/24/2013

Date Rec'd

6/12/2013

Clerk's File #

RES 2013-0051

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #

PRO 2013-0014

Contact Name/PhoneBRANDON 625-6419
BLANKENAGEL**Project #**

2013015

Contact E-Mail

BBLANKENAGEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5900 - 6-YEAR COMPREHENSIVE STREET PROGRAM 2014-2019

Agenda Wording

Set Hearing for June 24, 2013 for the Six-Year Comprehensive Street Program, 2014-2019 (Various Neighborhood Councils).

Summary (Background)

RCW 35.77 provides that pursuant to a public hearing process, each City shall update its Six-Year Transportation Improvement Program annually prior to July 1st and file a copy of the adopted program with the Secretary of Transportation no later than July 31st of that same year. The Plan Commission held workshops on February 13, 2013 and April 24, 2013. A hearing was held on May 8, 2013 and has provided a recommendation of approval.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TAYLOR, MIKE

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 2/13/13 & 4/24/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

bblankenagel@spokanecity.org

Additional Approvals

mserbousek@spokanecity.org

Purchasing

htrautman@spokanecity.org

RESOLUTION 2013-0051

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2014 through 2019; and

WHEREAS, the Spokane City Plan Commission, on May 8, 2013, following a public hearing, found the 2014-2019 Six-Year Comprehensive Street Program to be in full conformance with the City's Comprehensive Plan; and

WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the Six-Year Comprehensive Street Program, 2014-2019;

WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the Six Year Comprehensive Street Program at 6:00 p.m., at City Hall in Spokane, Washington on the 24th day of June, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended Six-Year Comprehensive Street Program 2014 through 2019 is hereby adopted; and,

BE IT FURTHER RESOLVED, that a copy of the revised and extended Six-Year Comprehensive Street Program for the six years 2014 through 2019, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.

BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the Six-Year Comprehensive Street Program, 2014-2019;

Adopted this _____ day of June, 2013.

Approved as to Form:

Terri Pfister, City Clerk

Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2014-2019 SIX YEAR STREET PROGRAM

A Recommendation of the City Plan Commission certifying that the 2014-2019 Six Year Street Program is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual Six Year Street Program shall be in conformance with the City's Comprehensive Plan.

D. The 2014-2019 Six Year Street Program identifies capital project activity which has implications on the growth of the community as envisioned by the goals and policies of the Comprehensive Plan

E. The City Plan Commission held a workshop on April 24, 2013, and also held a public hearing on May 8, 2013, to obtain public comments on the 2014-2019 Six Year Street Program.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2014-2019 Six Year Street Program is in conformance with the City's Comprehensive Plan in effect on the day of certification.

G. The public testimony favored the proposed amendment and was heard by the Plan Commission.

ACTION: Motion approved to accept the staff's Findings of Fact A through G

CONCLUSIONS:

A. The 2014-2019 Six Year Street Program has been prepared in consideration of the City's Comprehensive Plan in specific detail

B. The 2014-2019 Six Year Street Program has 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, to include the Arterial Street Plan.

ACTION: Motion approved to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission that the 2014-2019 Six Year Street Program is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By unanimous vote the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in black ink, appearing to read "Michael Ekins". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Ekins".

**Michael Ekins, President
Spokane Plan Commission**

Date: May 9, 2013

NOTE: A copy of the 2014 - 2019 Six Year Comprehensive Street Program (192-page PDF) is available upon request in the Office of the City Clerk.