THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 15, 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 Amber Waldref

COUNCIL CHAMBERS

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 <u>ggeorge-hatcher@spokanecity.org</u>. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.) (Council Chambers Lower Level of City Hall) (No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1.	Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for 15th Avenue from Lindeke Street to Cochran Street and Cochran Street from 16th Avenue to 15th Avenue—\$160,417.65. An administrative reserve of \$16,041.76, which is 10% of the contract price, will be set aside. Gary Nelson		PRO 2012-0050 LID 2012099
2.	Contract Amendments/Extensions, to increase funds and extend Housing and Essential Needs program grant award through December 31, 2013, with:	Approve All	
	a. Washington State Department of Commerce— increase of \$1,050,078 revenue.		OPR 2011-0739
	b. Salvation Army (Spokane, WA)—increase of \$1,050,078.		OPR 2011-0855
	(Relates to Emergency Budget Ordinance C35012.) Sheila Morley		

3. Contract with Merchant First (Reno, NV) for credit card Approve OPR 2013-0512 transaction processing services in conjunction with the Duncan Parking Technologies, Inc. contract (OPR 2013-0460)—\$112,500. Dave Steele Contract with Parkeon (Moorestown, NJ) for multi-space 4. Approve OPR 2013-0513 parking meters—\$63,000. **Dave Steele** 5. Report of the Mayor of pending: Approve & Authorize a. Claims and payments of previously approved Payments CPR 2013-0002 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 \$_____. b. Payroll claims of previously approved obligations CPR 2013-0003 through ______: \$______.

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 C35012 Human Services Grants Fund

FROM: Department of Commerce, \$1,050,078;

TO: Contractual Services, same amount.

(This action budgets additional grant funds for administration of the Housing and Essential Needs Program.) (Relates to Consent Agenda Item Nos. 2.a. and 2.b.)

Sheila Morley

ORD C35013 Under Freeway Parking Fund

- FROM: Unappropriated Reserves, \$115,000;
- TO: Contractual Services, same amount.

(This action budgets for new parking meter implementation.) **Dave Steele**

EMERGENCY ORDINANCE

Requires <u>Five</u> Affirmative, Recorded Roll Call Votes

ORD C35008 An interim ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC Sections 1.05.170 and 4.04.020; adopting a new Section 8.02.0233 to chapter 8.02 SMC; adopting new Chapters 10.49 and 10.50 to Title 10 SMC and new Chapter 17C.347 to Title 17C of the Spokane Municipal Code; providing for a public hearing within sixty days and declaring an emergency. Sponsor: Council Member Jon Snyder

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

<u>Resolutions setting Formation Hearings before the Hearing Examiner for August 13, 2013:</u>

RES 2013-0054 PRO 2013-0018 LID 2013080	LID No. 2013080 at 1:30 p.m. for improvements of the alley between Princeton Avenue and Heroy Avenue from Addison Street to Standard Street.
_	Gary Nelson
RES 2013-0055	LID No. 2013113 at 2:30 p.m. for the street, storm, sewer and water
PRO 2013-0019	improvements in Poplar Street from16th Avenue to 15th Avenue and
LID 2013113	15th Avenue from U.S. 195 to Latah Creek Park. Gary Nelson
ORD C35009	Relating to the Northeast Public Development Authority; amending Ordinance No. C34813. Teri Stripes
ORD C35010	Relating to parking non-passenger vehicles in residence zones; amending SMC Section 16A.61.562. (Removes undefined standard of "habitual parking" replacing with a precise and measurable guideline.) Matthew Folsom

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 15, 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 July 15, 2013, Regular Legislative Session of the City Council is adjourned to Monday, July 22, 2013.

NOTES

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/3/2013
07/15/2013		Clerk's File #	PRO 2012-0050
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012099
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR13594
Agenda Item Name	0370-LOW BID AWARD-15TH AVENUE	COCHRAN STREET	

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for 15th Ave. from Lindeke St. to Cochran St. and Cochran St. from 16th Ave. to 15th Ave.-\$160,417.65. An admin reserve of \$16,041.76, which is 10% of the contract price, will be set aside.

Summary (Background)

On July 1, 2013 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$160,417.65, which is \$23,791.75 or 12.94% under the Engineer's Estimate; three other bids were received as follows: Shamrock Paving, Inc. - \$164,142.15, Spokane Rock Products, Inc. - \$172,967.90, Inland Asphalt Company - \$174,526.00.

Fiscal In	npact		Budget Account							
Expense	\$ 174,880.21		# 3350 99999 99999 1890	91						
Expense	\$ 1,696.10		# 4100 42420 34145 5420	91						
Select	\$		#							
Select	\$		#							
Approva	ls		Council Notifications							
Dept Hea	<u>d</u>	TWOHIG, KYLE	Study Session							
Division [<u>Director</u>	QUINTRALL, JAN	<u>Other</u>							
<u>Finance</u>		LESESNE, MICHELE	Distribution List							
Legal		BURNS, BARBARA	lhattenburg@spokanecity.	org						
For the M	<u>ayor</u>	SANDERS, THERESA*	rdykes@spokanecity.org							
Addition	al Approvals	<u>-</u>	mhughes@spokanecity.or	5						
Purchasir	<u>1g</u>		ewade@spokanecity.org							
			pdolan@spokanecity.org							
			mlesesne@spokanecity.or	g						
			htrautman@spokanecity.c	rg						

City Of Spokane Engineering Services Department * * * Bid Tabulation * * *

Proje	ing Source Local	deke-Cochran; Co	ochran. 16th-	15th	0	nal Date te Date ndum	6/11/2013 1 7/1/2013 1:	10:21:49 AM 45:03 PM		
Pi	roject Number: 20)12099		neer's imate	Red Di Constru	amond ction Inc	Shamrock	Paving Inc	Spokan Produ	e Rock cts Inc
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
		e Description				Tax Classi	fication			
Sch	edule 01 Common I	tems - ADDENDU	JM 1			Public Street	Improvemer	nt		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	* * * * * *	250.00	* * * * * *	400.00	* * * * * *	450.00	* * * * * *	1,000.00
103	POTHOLING	4 EA	325.00	1,300.00	190.00	760.00	375.00	1,500.00	400.00	1,600.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	500.00	* * * * * *	1,200.00	* * * * * *	1,260.00	* * * * * *	1,200.00
105	MOBILIZATION	1 LS	* * * * * *	16,746.00	* * * * * *	17,000.00	* * * * * *	14,000.00	* * * * * *	17,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	1,000.00	* * * * * *	700.00	* * * * * *	2,200.00	* * * * * *	10,000.00
107	CLEARING AND GRUBBING	1 LS	* * * * * *	1,500.00	* * * * * *	700.00	* * * * * *	3,500.00	* * * * * *	2,500.00
108	ESC LEAD	1 LS	* * * * * *	500.00	* * * * * *	300.00	* * * * * *	775.00	* * * * * *	1,000.00
109	SIGNING, PERMANENT	1 LS	* * * * * *	3,500.00	* * * * * *	3,500.00	* * * * * *	3,400.00	* * * * * *	3,195.00
		Schedule Tot	als	25,297.00		24,561.00		27,086.00		37,496.00

Pi	roject Number: 20	12099		neer's imate	Red Di Constru	amond ction Inc	Shamrock	Paving Inc	Spokan Produ	e Rock cts Inc
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sch		Description	M 1			<i>Tax Classi</i> Public Street		nt		
201	REMOVE EXISTING CURB	50 LF	7.50	375.00	12.00	600.00	9.00	450.00	9.00	450.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	15 SY	15.00	225.00	20.00	300.00	12.00	180.00	8.00	120.00
203	SAWCUTTING RIGID PAVEMENT	45 LFI	2.00	90.00	2.00	90.00	3.00	135.00	3.00	135.00
204	SAWCUTTING FLEXIBLE PAVEMENT	750 LFI	1.50	1,125.00	1.00	750.00	0.35	262.50	2.00	1,500.00
205	ROADWAY EXCAVATION	310 CY	20.00	6,200.00	15.00	4,650.00	23.00	7,130.00	14.00	4,340.00
206	PREPARATION OF UNTREATED ROADWAY	2280 SY	3.00	6,840.00	2.50	5,700.00	3.00	6,840.00	1.65	3,762.00
207	CRUSHED SURFACING TOP COURSE	253 CY	46.50	11,764.50	38.00	9,614.00	48.00	12,144.00	52.50	13,282.50
208	CRUSHED SURFACING BASE COURSE	25 CY	46.00	1,150.00	40.00	1,000.00	40.00	1,000.00	100.00	2,500.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	53 CY	58.00	3,074.00	40.00	2,120.00	21.00	1,113.00	45.00	2,385.00
210	HMA CL. 1/2 IN. PG 64- 28, 3 INCH THICK	2090 SY	13.00	27,170.00	14.00	29,260.00	12.50	26,125.00	12.65	26,438.50
211	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64- 28, 3 INCH THICK	40 SY	65.00	2,600.00	25.00	1,000.00	19.00	760.00	115.00	4,600.00
212	SOIL RESIDUAL HERBICIDE	2130 SY	0.30	639.00	0.30	639.00	0.20	426.00	0.15	319.50
213	PAVEMENT REPAIR EXCAVATION INCL. HAUL	40 SY	40.00	1,600.00	16.00	640.00	25.00	1,000.00	8.00	320.00
214	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
215	COMPACTION PRICE ADJUSTMENT	1 EST	595.40	595.40	595.40	595.40	595.40	595.40	595.40	595.40
216	CEMENT CONCRETE CURB WALL	105 LF	40.00	4,200.00	39.00	4,095.00	47.00	4,935.00	45.00	4,725.00
217	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	5 EA	350.00	1,750.00	300.00	1,500.00	280.00	1,400.00	225.00	1,125.00
218	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	350.00	350.00	300.00	300.00	280.00	280.00	225.00	225.00

Pr	oject Number: 20	12099		ineer's imate	Red Di Constru	amond ction Inc	Shamrock	Paving Inc		ne Rock cts Inc
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sch		e Description orm - ADDEND				<i>Tax Classi</i> Public Street		nt		
219	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5 EA	450.00	2,250.00	700.00	3,500.00	425.00	2,125.00	400.00	2,000.00
220	CATCH BASIN TYPE 1	1 EA	2,000.00	2,000.00	2,000.00	2,000.00	1,850.00	1,850.00	2,000.00	2,000.00
221	CATCH BASIN TYPE 4	1 EA	2,500.00	2,500.00	2,000.00	2,000.00	2,300.00	2,300.00	2,000.00	2,000.00
222	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	475.00	475.00	750.00	750.00	700.00	700.00	500.00	500.00
223	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	200.00	800.00	190.00	760.00	250.00	1,000.00	285.00	1,140.00
224	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	140 LF	43.00	6,020.00	42.00	5,880.00	60.00	8,400.00	58.00	8,120.00
225	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	500.00	* * * * * *	200.00	* * * * * *	440.00	* * * * * *	1,200.00
226	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	270.00	810.00	360.00	1,080.00	250.00	750.00
227	INLET PROTECTION	4 EA	100.00	400.00	45.00	180.00	80.00	320.00	100.00	400.00
228	STABILIZED CONSTRUCTION ENTRANCE	53 SY	21.00	1,113.00	1.50	79.50	27.50	1,457.50	21.00	1,113.00
229	TOPSOIL TYPE A, 2 INCH THICK	230 SY	6.00	1,380.00	5.00	1,150.00	4.50	1,035.00	6.00	1,380.00
230	SOD INSTALLATION	230 SY	12.00	2,760.00	8.00	1,840.00	8.00	1,840.00	9.00	2,070.00
231	SWALE DRAIN PAD	5 EA	125.00	625.00	75.00	375.00	105.00	525.00	100.00	500.00
232	SPOKANE COUNTY CURB INLET TYPE 2	5 EA	780.00	3,900.00	900.00	4,500.00	945.00	4,725.00	900.00	4,500.00
233	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	* * * * * *	750.00	* * * * * *	1,500.00	* * * * * *	1,575.00	* * * * * *	1,500.00
234	CEMENT CONCRETE CURB	645 LF	19.50	12,577.50	12.00	7,740.00	9.45	6,095.25	9.00	5,805.00
235	CEMENT CONC. CURB AND GUTTER	640 LF	21.00	13,440.00	14.00	8,960.00	10.00	6,400.00	9.50	6,080.00
236	CEMENT CONCRETE DRIVEWAY	185 SY	41.00	7,585.00	43.85	8,112.25	31.50	5,827.50	30.00	5,550.00

Pi	roject Number: 20	12099	<u> </u>	ineer's imate	Red Di Constru	amond ction Inc	Shamrock	Paving Inc	Spokan Produ	e Rock cts Inc
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sch		e Description orm - ADDENDUM	VI 1			<i>Tax Classi</i> Public Street		nt		
237	CEMENT CONCRETE DRIVEWAY TRANSITION	60 SY	33.50	2,010.00	44.00	2,640.00	26.00	1,560.00	24.75	1,485.00
238	CEMENT CONC. SIDEWALK	585 SY	37.00	21,645.00	27.50	16,087.50	29.40	17,199.00	28.00	16,380.00
239	RAMP DETECTABLE WARNING	72 SF	25.00	1,800.00	20.00	1,440.00	21.00	1,512.00	20.00	1,440.00
240	QUARRY SPALLS	26 CY	60.00	1,560.00	50.00	1,300.00	65.00	1,690.00	62.00	1,612.00
		Schedule Tota	uls	157,037.40		134,656.65		134,431.15		134,346.90

Project	Number: 2	012099	Engineer's Red Dia Estimate Construct			Shamrock Paving Inc		Spokane Rock Products Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Schedu	le Description				Tax Classi	fication			
Schedul	e 03 WATER	- ADDENDUM 1				Not Public St	reet Improve	ement		
	NCH EXCAVATION WATER SERVICE	75 LF	25.00	1,875.00	16.00	1,200.00	35.00	2,625.00	15.00	1,125.00
		Schedule Tota	ls	1,875.00		1,200.00		2,625.00		1,125.00

Pı	oject Number: 20	12099		neer's imate	Inland / Com	Asphalt pany				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Schedule	e Description				Tax Classi	fication			
Sch	edule 01 Common It	ems - ADDENDU	M 1		I	Public Street	Improvemer	nt		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	* * * * * *	250.00	* * * * * *	450.00	* * * * * *	0.00	* * * * * *	0.00
103	POTHOLING	4 EA	325.00	1,300.00	445.00	1,780.00	0.00	0.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	500.00	* * * * * *	1,300.00	* * * * * *	0.00	* * * * * *	0.00
105	MOBILIZATION	1 LS	* * * * * *	16,746.00	* * * * * *	21,753.10	* * * * * *	0.00	* * * * * *	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	1,000.00	* * * * * *	3,700.00	* * * * * *	0.00	* * * * * *	0.00
107	CLEARING AND GRUBBING	1 LS	* * * * * *	1,500.00	* * * * * *	655.00	* * * * * *	0.00	* * * * * *	0.00
108	ESC LEAD	1 LS	* * * * * *	500.00	* * * * * *	350.00	* * * * * *	0.00	* * * * * *	0.00
109	SIGNING, PERMANENT	1 LS	* * * * * *	3,500.00	* * * * * *	3,320.70	* * * * * *	0.00	* * * * * *	0.00
		Schedule Tota	als	25,297.00		33,309.80		0.00		0.00

Рі	oject Number: 201	12099		ineer's imate		Asphalt pany				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sch		Description	JM 1			<i>Tax Classi</i> Public Street		nt		
201	REMOVE EXISTING CURB	50 LF	7.50	375.00	8.62	431.00	0.00	0.00	0.00	0.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	15 SY	15.00	225.00	33.45	501.75	0.00	0.00	0.00	0.00
203	SAWCUTTING RIGID PAVEMENT	45 LFI	2.00	90.00	1.00	45.00	0.00	0.00	0.00	0.00
204	SAWCUTTING FLEXIBLE PAVEMENT	750 LFI	1.50	1,125.00	0.26	195.00	0.00	0.00	0.00	0.00
205	ROADWAY EXCAVATION INCL. HAUL	310 CY	20.00	6,200.00	21.95	6,804.50	0.00	0.00	0.00	0.00
206	PREPARATION OF UNTREATED ROADWAY	2280 SY	3.00	6,840.00	3.90	8,892.00	0.00	0.00	0.00	0.00
207	CRUSHED SURFACING TOP COURSE	253 CY	46.50	11,764.50	43.50	11,005.50	0.00	0.00	0.00	0.00
208	CRUSHED SURFACING BASE COURSE	25 CY	46.00	1,150.00	57.80	1,445.00	0.00	0.00	0.00	0.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	53 CY	58.00	3,074.00	33.25	1,762.25	0.00	0.00	0.00	0.00
210	HMA CL. 1/2 IN. PG 64- 28, 3 INCH THICK	2090 SY	13.00	27,170.00	12.62	26,375.80	0.00	0.00	0.00	0.00
211	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64- 28, 3 INCH THICK	40 SY	65.00	2,600.00	31.15	1,246.00	0.00	0.00	0.00	0.00
212		2130 SY	0.30	639.00	0.21	447.30	0.00	0.00	0.00	0.00
213	PAVEMENT REPAIR EXCAVATION INCL. HAUL	40 SY	40.00	1,600.00	14.10	564.00	0.00	0.00	0.00	0.00
214	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
215	COMPACTION PRICE ADJUSTMENT	1 EST	595.40	595.40	595.40	595.40	0.00	0.00	0.00	0.00
216	CEMENT CONCRETE CURB WALL	105 LF	40.00	4,200.00	36.38	3,819.90	0.00	0.00	0.00	0.00
217	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	5 EA	350.00	1,750.00	355.35	1,776.75	0.00	0.00	0.00	0.00
218	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	350.00	350.00	355.35	355.35	0.00	0.00	0.00	0.00

Рі	coject Number: 20	12099		ineer's imate	Inland / Com	Asphalt Ipany				
Item No	Bid Item Description	Estimated Quantity		Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sch		e Descriptio orm - ADDENE				<i>Tax Classi</i> Public Street		nt		
219	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5 EA	450.00	2,250.00	444.20	2,221.00	0.00	0.00	0.00	0.00
220	CATCH BASIN TYPE 1	1 EA	2,000.00	2,000.00	2,040.00	2,040.00	0.00	0.00	0.00	0.00
221	CATCH BASIN TYPE 4	1 EA	2,500.00	2,500.00	2,615.00	2,615.00	0.00	0.00	0.00	0.00
222	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	475.00	475.00	757.75	757.75	0.00	0.00	0.00	0.00
223	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	200.00	800.00	288.00	1,152.00	0.00	0.00	0.00	0.00
224	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	140 LF	43.00	6,020.00	55.40	7,756.00	0.00	0.00	0.00	0.00
225	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	500.00	* * * * * *	525.00	* * * * * *	0.00	* * * * * *	0.00
226	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	288.00	864.00	0.00	0.00	0.00	0.00
227	INLET PROTECTION	4 EA	100.00	400.00	94.10	376.40	0.00	0.00	0.00	0.00
228	STABILIZED CONSTRUCTION ENTRANCE	53 SY	21.00	1,113.00	22.50	1,192.50	0.00	0.00	0.00	0.00
229	TOPSOIL TYPE A, 2 INCH THICK	230 SY	6.00	1,380.00	4.20	966.00	0.00	0.00	0.00	0.00
230	SOD INSTALLATION	230 SY	12.00	2,760.00	7.95	1,828.50	0.00	0.00	0.00	0.00
231	SWALE DRAIN PAD	5 EA	125.00	625.00	72.75	363.75	0.00	0.00	0.00	0.00
232	SPOKANE COUNTY CURB INLET TYPE 2	5 EA	780.00	3,900.00	857.50	4,287.50	0.00	0.00	0.00	0.00
233	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	* * * * * *	750.00	* * * * * *	1,600.00	* * * * * *	0.00	* * * * * *	0.00
234	CEMENT CONCRETE CURB	645 LF	19.50	12,577.50	11.10	7,159.50	0.00	0.00	0.00	0.00
235	CEMENT CONC. CURB AND GUTTER	640 LF	21.00	13,440.00	13.00	8,320.00	0.00	0.00	0.00	0.00
236	CEMENT CONCRETE DRIVEWAY	185 SY	41.00	7,585.00	41.05	7,594.25	0.00	0.00	0.00	0.00

Project Number: 2012099			Engineer'sInland AsphaltEstimateCompany							
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Sch		e Description orm - ADDENDUN	И 1			<i>Tax Classi</i> Public Street	•	t		
237	CEMENT CONCRETE DRIVEWAY TRANSITION	60 SY	33.50	2,010.00	41.05	2,463.00	0.00	0.00	0.00	0.00
238	CEMENT CONC. SIDEWALK	585 SY	37.00	21,645.00	25.62	14,987.70	0.00	0.00	0.00	0.00
239	RAMP DETECTABLE WARNING	72 SF	25.00	1,800.00	20.80	1,497.60	0.00	0.00	0.00	0.00
240	QUARRY SPALLS	26 CY	60.00	1,560.00	136.00	3,536.00	0.00	0.00	0.00	0.00
	,	Schedule Tota	ıls	157,037.40		140,364.95		0.00		0.00

Project	Number: 2	012099	0	ineer's imate		Asphalt npany				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedul		<i>le Description</i> ADDENDUM 1				<i>Tax Classi</i> Not Public Str		ement		
	NCH EXCAVATION WATER SERVICE	75 LF	25.00	1,875.00	11.35	851.25	0.00	0.00	0.00	0.00
		Schedule Tota	ls	1,875.00		851.25		0.00		0.00

Project Number 2012099 15th, Lindeke-Cochran; Cochran. 16th-15th

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	25,297.00	157,037.40	1,875.00	0.00	0.00	0.00	0.00	0.00	184,209.40
Red Diamond Construc	24,561.00	134,656.65	1,200.00	0.00	0.00	0.00	0.00	0.00	160,417.65
Shamrock Paving Inc	27,086.00	134,431.15	2,625.00	0.00	0.00	0.00	0.00	0.00	164,142.15
Spokane Rock Product	37,496.00	134,346.90	1,125.00	0.00	0.00	0.00	0.00	0.00	172,967.90
Inland Asphalt Compan	33,309.80	140,364.95	851.25	0.00	0.00	0.00	0.00	0.00	174,526.00

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$24,561.00	\$25,297.00	2.91	% Under Estimate
Schedule 02	\$134,656.65	\$157,037.40	14.25	% Under Estimate
Schedule 03	\$1,304.40	\$2,038.13	36.00	% Under Estimate
Bid Totals	\$160,522.05	\$184,372.53	12.94	% Under Estimate

spokane Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/3/2013				
07/15/2013	Clerk's File #	OPR 2011-0739					
		Renews #					
Submitting Dept	COMMUNITY, HOUSING & HUMAN	Cross Ref #	C35012/OPR 11-				
Contact Name/Phone	SHEILA MORLEY 625-6052	Project #					
Contact E-Mail	SMORLEY@SPOKANECITY.ORG	Bid #					
Agenda Item Type	Contract Item	Requisition #					
Agenda Item Name	1680 HOUSING AND ESSENTIAL NEEDS CONTRACT AMENDMENT						
Agenda Wording							

Accept the Housing and Essential Needs (HEN) contract amendment/extension between the City of Spokane and the WA State Dept of Commerce (State).

Summary (Background)

At its September 7, 2011 mtg, the City Council accepted a 20 month grant agreement with the State for the HEN grant. This amendment will increase the grant in the amount of \$1,050,078 and extend it through December 31, 2013.

Fiscal Impac	st	Budget Account				
Revenue \$ 1,	,050,078	# 1540-95460-99999-33442				
Select \$		#				
Select \$		#				
Select \$		#				
Approvals		Council Notifications				
Dept Head	ALLARD, JERRIE	Study Session				
Division Direc	tor MALLAHAN, JONATHA	AN <u>Other</u> PCED 6/17/13				
<u>Finance</u>	LESESNE, MICHELE	Distribution List				
<u>Legal</u>	BURNS, BARBARA	smorley				
For the Mayor	SANDERS, THERESA*	jchaffins				
Additional A	pprovals	mhughes				
Purchasing						

BRIEFING PAPER

City of Spokane PCED Committee

Community, Housing and Human Services Department Housing and Essential Needs Contract Amendment June 17, 2013

<u>Subject</u>

Accept the Housing and Essential Needs (HEN) contract amendment between the City of Spokane and the Washington State Department of Commerce. The HEN program serves disabled clients eligible for Department of Social and Health (DSHS) Medical Care Services (MCS). HEN enables housing stabilization for this population by providing assistance with rent and utility payments, personal health and hygiene items, cleaning supplies and bus passes.

This amendment increases the contract amount by \$1,050,078 bringing the total grant amount to \$6,134,147. This amendment also extends the contract through December 31, 2013. The HEN program will continue to be operated by the Salvation Army.

Background

At the September 12, 2011 meeting the City Council accepted a two year grant agreement with the Washington State Department of Commerce for the Housing and Essential Needs Grant. On June 2, 2012 this contract was extended though June 30, 2013. Through a competitive RFP process, the Salvation Army was selected as the local agency to provide this service to this population.

Impact

This amendment and extension will allow our community to provide rent assistance, housing stabilization services and essential personal needs to approximately 500 disabled individuals in the Spokane region.

<u>Action</u>

The Community Housing and Human Services Department seeks acceptance of the contract amendment between the City of Spokane and the Department of Commerce and approval of a contract extension amendment with the Salvation Army. This item is scheduled to go before City Council on June 24, 2014.

Funding

Funding for this project extension comes from funds appropriated to the Washington State Department of Commerce.

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/3/2013					
07/15/2013	Clerk's File #	OPR 2011-0855						
		Renews #						
Submitting Dept	COMMUNITY, HOUSING & HUMAN	Cross Ref #	C35012/OPR 11-					
Contact Name/Phone	SHEILA MORLEY 625-6052	Project #						
Contact E-Mail	SMORLEY@SPOKANECITY.ORG	Bid #						
Agenda Item Type	Contract Item	Requisition #	EBO					
Agenda Item Name	1680 HOUSING AND ESSENTIAL NEEDS CONTRACT AMENDMENT							
Agenda Wording								

Authorization to enter into a contract amendment/extension between the City of Spokane and The Salvation Army.

Summary (Background)

The City has been granted additional funds from the Department of Commerce for the Housing and Essential Needs Grant. This contract amendment will add an additional \$1,050,078 to the original contract and extend the term through December 31, 2013.

Fiscal Impa	ict		Budget Account					
Revenue \$	1,050,078		# 1540-95460-51200-54201					
Select \$			#					
Select \$			#					
Select \$			#					
Approvals			Council Notificatio	ns				
Dept Head		ALLARD, JERRIE	Study Session					
Division Dire	<u>ctor</u>		<u>Other</u>	PCED 6/17/13				
<u>Finance</u>		LESESNE, MICHELE	Distribution List					
<u>Legal</u>		BURNS, BARBARA	smorley					
For the Mayo	<u>or</u>	SANDERS, THERESA*	jchaffins					
Additional	Approvals		mhughes					
Purchasing			mlesesne@spokanecity.org					

BRIEFING PAPER

City of Spokane PCED Committee

Community, Housing and Human Services Department Housing and Essential Needs Contract Amendment June 17, 2013

<u>Subject</u>

Accept the Housing and Essential Needs (HEN) contract amendment between the City of Spokane and the Washington State Department of Commerce. The HEN program serves disabled clients eligible for Department of Social and Health (DSHS) Medical Care Services (MCS). HEN enables housing stabilization for this population by providing assistance with rent and utility payments, personal health and hygiene items, cleaning supplies and bus passes.

This amendment increases the contract amount by \$1,050,078 bringing the total grant amount to \$6,134,147. This amendment also extends the contract through December 31, 2013. The HEN program will continue to be operated by the Salvation Army.

Background

At the September 12, 2011 meeting the City Council accepted a two year grant agreement with the Washington State Department of Commerce for the Housing and Essential Needs Grant. On June 2, 2012 this contract was extended though June 30, 2013. Through a competitive RFP process, the Salvation Army was selected as the local agency to provide this service to this population.

Impact

This amendment and extension will allow our community to provide rent assistance, housing stabilization services and essential personal needs to approximately 500 disabled individuals in the Spokane region.

<u>Action</u>

The Community Housing and Human Services Department seeks acceptance of the contract amendment between the City of Spokane and the Department of Commerce and approval of a contract extension amendment with the Salvation Army. This item is scheduled to go before City Council on June 24, 2014.

Funding

Funding for this project extension comes from funds appropriated to the Washington State Department of Commerce.

SPOKANE Agenda Sheet	Date Rec'd	7/3/2013	
07/15/2013	Clerk's File #	OPR 2013-0512	
		Renews #	
Submitting Dept	Cross Ref #	OPR 2013-0460	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR13597
Agenda Item Name	5900-MERCHANT FIRST		

Agenda Wording

Credit Card Transaction Processing Contract with Merchant First in conjunction with Duncan Parking Technology, Inc.

Summary (Background)

As part of the Duncan Meter Contract, the City is required to pay individual transaction fees for each credit card transaction. This three-year contract provides the meter gateway connection fee for all Duncan meters when installed. As proposed as part of the Single Space Parking Meter RFP, under this contract each transaction will be charged a gateway fee of \$.03 through Merchant First.

Fiscal Imp	act		Budget Account				
Expense	112,500.00		# 1460 21200 42650 54201				
Select 📢	5		#				
Select 📢	5		#				
Select 💲	5		#				
Approvals			Council Notification	<u>15</u>			
Dept Head		WERNER, MARK	Study Session				
Division Dir	<u>ector</u>	QUINTRALL, JAN	<u>Other</u>				
<u>Finance</u>		LESESNE, MICHELE	Distribution List				
Legal		BURNS, BARBARA					
For the May	or	SANDERS, THERESA*	dsteele@spokanecity.org				
Additional	Approvals	<u>)</u>	pdolan@spokanecity.org				
Purchasing			mhughes@spokanecity.org				
			lwilliams@spokanecity.org				
			mlesesne@spokanecity.or	ſg			

TRANSACTION PROCESSING APPLICATION

	COMPAN									
	COMIAN	I NAME.					URL:			
z	City of S	Spokane				ww	w.spokan	ecity.org		
0	CONTACT	ADDRESS:			CORPORATE AD	DDRESS (IF DIFFERENT FROM FACILITY ADDRESS):				
MAT	Attn. Accoun 808 W Spoka					NA	<u> </u>			
Ö	CITY:	STATE:	ZI	P CODE:	CIT	<i>í</i> :		STATE:	ZIP CODE:	
/ INF	Spokane	WA	(99201	NA	L	N		NA	
Ż	CONTACT OFFICE TELEPHO	NE #		CONTACT	OFFICE FAX #		CONT	TACT PAGER	/ MOBILE #	
COMPANY INFORMATION	509-625-6034			509-6	25-6939			NA		
U	CONTACT E-MAIL ADDRE	SS:		TYPE OF O	OWNERSHIP:	EIN	I (EMPLOY	ER IDENTIF	ICATION NUMBER):	
	pdolan@spokanecity.org			ORPORATION	DR PARTNERSHIP			91-60012	280	
	OWNER / OFFICER NAME	(#1):		TITLE:	OFFICE TELE	PHONE #		HOME	FELEPHONE #	
OFFICER INFORMATION	David Condon]	Mayor	509-625-6250		0		NA	
۲	OFFICE ADDRESS (IF DIFFERENT FROM ABO		/E):	CITY:	STATE:		ZIP CODE: Y		YEARS WITH COMPANY:	
ORN	NA			NA	NA		NA		2	
Z	OWNER / OFFICER NAME	(#1):	TITLE: OFFICE TEL		OFFICE TELEI	PHONE #		HOME	TELEPHONE #	
CERI	Gavin Cooley		CFO		509-625-6586			NA		
Ë	OFFICE ADDRESS (IF DIFFEREN	T FROM ABOV	/E):	CITY:	STATE:	STATE: ZI		YEARS	WITH COMPANY:	
Ö	NA			NA	NA	NA		NA 10		
2	AUTHORIZED SIGNATURE OF GU	ARANTOR:		NAME OF GU	JARANTOR:	TAX	TAX ID NUMBER:		DATE:	
GUARANTOR				N	A		NA		NA	
IARA	AUTHORIZED SIGNATURE OF GU	ARANTOR:		NAME OF GU	JARANTOR:	TAX	ID NUMBE	ER:	DATE:	
0 D				N	A		NA		NA	
	IN WITNESS	WHEREOF, the	parties h	ave duly execut	ed this Agreement as of	the day an	d year first a	above written.		
S	MerchantFirst						Clien	t		
TURE	SIGNATURE:		DATE:		SIG	SIGNATURE:		DATE:		
SIGNATURES	NAME:		TITLE:		NAMI	NAME:		TITLE:		
							I			

Exhibit A Services Request Form

See Fee Schedule below for description of all service charges that will apply.

Credit Card			If you select any of these servic	es, you will need to attach a separate document providing MP				
Virtual Terminal (card not present)			with your merchant account information, including the authorizing network and the					
Terminal / Wedge Swipe (Card Present)			corresponding merchant numbers. Please speak to your sales associate for further assistance if you are currently unable to provide the required attachment.					
Debit Cards			If you select debit processing se	ervices you will be required to have a PCI compliant pin pad				
Terminal with Pin Pad				PC based application or directly to a PC. Please see your hardware and processor will support debit processing.				
ACH			If you selected any of these	Check 21 – All check 21 products include verification				
Check Conversion			services you will first need to	Check 21 RCC				
Check Guarantee		submit an ACH Underwriting		Check 21 ICL				
Check Verification		Application. Please see your - sales associate for the ACH		Check 21 w/ Guarantee				
Check Guarantee w/Verification			Underwriting Application.	Check 21 Remote Check Capture				
Sub IDs 🔲 Recurring 🗌 I	Mem	bersł	nip 🔲 Web Cart	Wireless IVR				

	Pay	ment Gate	eway Services Form		
Gateway Service Fees			Reporting Fees		
Gateway Setup Fee		Waived	Daily Invoice Report Fee		Includ
Gateway Monthly Service Fee		\$5.00	Weekly Invoice Report Fee		Inclu
Gateway Annual Fee		\$10.00	Monthly Invoice Report Fee		Incluc
SubID Setup Fee		\$0.00			
SubID Monthly Fee		\$0.00			
Min. Monthly Fee		\$10.00			
Returned Invoice Check Fee		\$5.00			
Reactivation Fee		\$10.00			
Credit Card Processing Fees Includes the following transaction types: PreAuth Only; AVS Pre-Auth; Sale; AVS Sales; Post Auth Only; AVS Post Auth;		\$0.03			
Voice Post; Credit; Auth Reversal; Void		φ0.05			
Card Present Setup Fee		\$0.00			
Card Present Monthly Fee		\$0.00			
Pin Debit Setup Fee		\$0.00			
Pin Debit Monthly Fee		\$0.03			
Pin Debit Fee & Return Fee		\$0.00			

Note: Additional features and functionality are available within the MerchantFirst gateway. Please contact your MerchantFirst representative for information on pricing for these solutions, or check your fee schedule within the gateway before you enable any of these additional products or services. Additional fees apply when additional services are enabled.

Exhibit B

Authorization & Initiation Agreement For Pre-Authorized Credits & Debits

FOR BILLING PURPOSES ONLY

CLIENT BANKING INFORMATION							
I (WE) hereby initiate and authorize Merchant indicated below, and hereby authorize the D effect UNTIL WRITTEN NOTICE IS GIVEN	epository n	amed below to credit of	or debit the san tion of this aut	he to stated account. The hority, in such a time	This authorit	ty is to rema	in in full force and
NAME ON BANK ACCOUNT:		ROUTING NUMBER (9 DIGITS): ACCOUNT NUM				NUMBER:	
City of Spokane- Parking Meters							
DEPOSITORY (BANK NAME):	BRA	BRANCH (LOCATION/ADDRESS): CITY:				STATE:	ZIP CODE:
US Bank		14205 th Ave Seattle, WA 98101		Seattle		WA	98101
AUTH	ORIZE	D SIGNER(S) F(OR CLIEN'	Γ ΒΑΝΚ ΑССО	UNT		
AUTHORIZED SIGNTURE:		DATE:	AU	JTHORIZED SIGNA	ATURE:		DATE:
PRINT NAME:		TITLE:		PRINT NAME:	ME: TITLE:		TITLE:
Pam Dolan	Directo	Director of Accounting		Gavin Cooley		CFO	
ATTACH VOIDED CHECK HERE! (A VOIDED SAMPLE CHECK IS NEEDED TO VERIFY ACCOUNT INFORMATION.)							
I CERTIFY THAT THE FACTS CONTAINED IN THIS COMPANY INFORMATION PROFILE FORM ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS OF THE MP TRANSACTION PROCESSING AGREEMENT THAT IS ATTACHED TO THIS DOCUMENT.							
CLIENT SIGNTURE:		DATE:	AUTI	AUTHORIZED MERCHANTFIRST SIGNATURE:			DATE:
PRINT NAME:		TITLE:		PRINT NAME:		TITLE:	

Exhibit C

Please attach a copy of your merchant account parameter/VAR sheet

When contacting your Payment Provider you will need to get a parameter sheet (Sometimes referred to as a VAR sheet) from them. The Payment Provider may ask you what name the gateway is call that is certified to them. The gateway is certified under the name "**Merchant Partners**" on the following U.S. platforms (International platform list can be forwarded upon request).

- BuyPass
- Central Coast Processing
- Citigate
- Concord EFSNet Stratus Switch
- Credit First National Assc.
- Elavon N.A. (formerly NOVA)
- First Data Nashville Host Capture
- First Data Nashville Terminal Capture
- First Data North
- First Data Omaha
- Global Payments East
- Global Payments Central
- IPCommerce Host Capture
- JetPay
- MDBS
- Network One
- Paymentech-Tampa
- RBSLynk
- TSYS/Vital
- WorldPay ISO 8583

TERMS & CONDITIONS

THIS AGREEMENT entered into on between MERCHANTFIRST (hereinafter referred to as "MF" a Nevada corporation, principally located at 5190 Neil Road, Ste. 430, Reno, NV, 89502,, and , (hereinafter referred to as "Client") located at

THIS AGREEMENT is subject to the terms and conditions set forth below.

1. RETENTION AND ENGAGEMENT:

MF agrees to provide a service designed to help Client with the collections, sales efforts and other related financial transactions on the Internet and other types of business ventures. This service is designed to enable Client to obtain a consumer generated electronic authorization to purchase products and services by credit card or Automated Clearing House (hereinafter "ACH") transaction. Client appoints MF as a primary and non exclusive agent for the collection of charges, "periodic" or "one-time" transactions, from all persons (consumers and businesses) who have properly agreed to make such payments to Client. Both parties to this contract agree that the terms outlined here are reasonable and agreeable. This entire agreement and the stated duties of MF herein are subject to MF's acceptance or disapproval of conducting business with Client as a whole, or on a duty-by-duty basis.

2. DUTIES OF MF:

MF or its assigned agent shall submit data in the form required for the electronic debiting from consumer and business bank deposit accounts to various networks, including but not limited to the Automated Clearing House, Federal Reserve, and national credit card networks. MF agrees to accept for processing ACH payments and deposit funds into Client's bank account up to the limits and according to the schedules specified in Section 7 and in Exhibit A. MF agrees to provide operations management assistance for MF services, including but not limited to the processing of returned transaction items and the delivery of the agreed upon data in the agreed upon format, be it paper or other format. MF shall report to Client on a regular basis all transactions processed.

3. DUTIES OF CLIENT:

Client agrees to comply with any federal or regional Automated Clearing House rules applicable to automatic and electronic transfer of funds including without limitation, laws, regulations, and rules governing correct authorizations by consumers and businesses, disclosures and notices required in connection with electronic funds transfer, and all necessary waivers and releases. Client has the sole responsibility to verify MF's list of merchant card processors to be used under terms of this agreement to determine if MF can properly transmit the necessary credit card information to Client's credit card processor. Client acknowledges that MF's list can be modified from time to time and must be verified by Client prior to being set up with MF. Client has the sole responsibility for obtaining the proper authorization from Client's own credit card processor and/or settlement bank to be able to use Client's merchant account for key entry transactions and transactions being processed over the Internet or Online. Client shall be solely responsible for credits, returns, disputes and all costs associated with data transmissions. Client will be solely responsible to obtain accurate credit card and ACH information and authorization from its customers, and will transmit said information to MF via the Internet or service originally agreed upon by all parties.

4. AUTHORIZATIONS:

Client will obtain from each participating consumer or business the required ACH and necessary credit card information in proper form authorizing automatic debits to such consumer or business bank account to transfer payment amounts to Client's bank deposit account. Client warrants that Client will properly warehouse all authorizations obtained from consumers or businesses and will provide such authorizations for inspection by MF or any regulatory body governing these types of transactions. Client hereby authorizes MF to make direct deposit of payments from consumer or business bank accounts and to debit Client for fees and other charges as set forth herein. (See Exhibit B, "AUTHORIZATION & INITIATION AGREEMENT".) Client agrees to obtain written authorization from MF to process individual ACH transactions that exceed the maximum ACH transaction amounts specified in section 2 of this agreement. If returned ACH transactions identified as R07, R10 and R29 or credit card chargeback's exceed 0.50% of total monthly transaction volume, MF reserves the right to either adjust transaction fees, require reserves, or both. Such adjustments will only be applied after written notification to the client. Additional factors that may determine potential reserve requirements include the average sale amount, the processing volume, the product, and other factors that may affect the risk of merchant fraud or merchant stability. MF will limit the amount that may be debited from a consumer's bank account on any single day to the maximum ACH transaction amount specified in section 6 of this agreement.

5. COLLECTION DATA:

Client shall provide MF with data necessary for the electronic funds transfer ("collection data") in the form and at the times prescribed by MF and shall make periodic checks and updates necessary to cause the collection data to be current and accurate at all times. The format and schedule requirements for delivery of collection data by Client may be changed by MF during the term of this Agreement, and Client shall deliver collection data in conformity with changed requirements set forth from time to time by MF. Client warrants to MF that all data and entries delivered to MF by Client will (a) be correct in form, (b) contain true and accurate information, (c) be fully authorized by the consumer or business, and (d) be timely under the terms and provisions of this Agreement.

6. PAYMENT OF FEES:

Client agrees to pay MF for its services as indicated in Exhibit A, "Pricing Schedule", and instructs MF to deposit gross payments and simultaneously deduct any and all fees due from Client's authorized account immediately after funds have been transferred to Client's account. MF will deduct automatically all fees and charges within a time frame, determined by MF in its sole discretion, for all transactions processed and unbilled by MF, regardless of the status of the Client's account. Client agrees to allow check debits or ACH transactions to its account on a daily basis for any and all fees due MF or its agents. If Client fails to do so on any two consecutive business days (Monday through Friday, excluding holidays), Client hereby agrees to cease all processing activity, including but not limited to credit card and ACH transaction processing.

7. SETTLEMENT:

In settlement for each debit returned unpaid or returned by customer or business, Client authorizes MF to withhold the amount of the return from current or future settlements or from any reserve being held for that purpose. If no settlement is pending at the time a return is received and if there is not sufficient reserve, Client authorizes MF to debit Client's authorized account on the day the return is received by MF or thereafter. Client warrants that it shall at all times maintain a sufficient balance in such account to cover debits and return fees. Client will pay to MF the amount of any returned debit that cannot, for any reason in part or in whole, be withheld from settlements or debited against Client's authorized account. MF reserves the right to require Client to maintain a balance with MF to cover returns, NSF, reversal ACH transactions and alike, if MF in its sole discretion deems it necessary. Client understands that electronic fund transfers can be "charged back" or "returned" against the Client's authorized account by a business for 24 hours or by a consumer for up to 60 days after funds have been deposited into Client's authorized account. ACH payments will be deposited to Client's bank account per the schedule specified in Exhibit A, which schedule will begin counting the day after the transaction is submitted to the ACH Network; usually the banking day after the transaction is submitted to MF. MF shall set single day and 30 day settlement limits as specified in Exhibit A, which if exceeded will result in a temporary hold on funds which exceed those limits. These settlement limits will be determined at the sole discretion of MF. MF may also hold a specific amount or a percentage of each day's settlement as a rolling reserve up to a set percentage of the previous 60 days settlements. These percentages will be determined at the sole discretion of MF.

8. WARRANTIES AND LIMITATIONS OF LIABILITY:

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MF MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. Due to extreme difficulty of fixing actual damages, if Client suffers any significant or irreparable damages (or "loss or damage") caused by any material failure of MF to perform its obligations imposed by this Agreement, or from any failure of MF to perform any obligations imposed by law, both parties agree that liability hereunder, if any, shall be limited to liquidated damages in the amount of the minimum processing fees, or the total amount of the debit transaction fees paid for the two calendar months immediately proceeding the month in which the event occurred which gave rise to the damages. Under no circumstance will MF be responsible for (a) ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING LOST PROFITS) RESULTING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF MF DUTIES HEREUNDER, IRRESPECTIVE OF CAUSE OR ORIGIN, or (b) any loss or damage to Client, direct or consequential, arising out of or in any way related to acts or omissions of third parties including but not limited to various courier services, the Federal Reserve Banking System (including the Automated Clearing House), the bank with which the Client deals or the employees or agents of such bank, or any financial institution which receives, originates or pays electronic debits or credit card payments from consumer or business accounts.

9. MUTUAL CONFIDENTIALITY:

Information disclosed in writing that is marked "proprietary," "confidential," or by words of similar import shall be considered confidential information (the "Information"). Client and MF agree that as regards Information, each will be both the receiver ("Receiving Party") and discloser ("Disclosing Party") during the term of this Agreement. Client and MF further agree:

MerchantFirst

5190 Neil Road. Ste. 430 Reno, NV. 89502

Phone: 678-324-1915 • Fax: 404-393-3513
 a) to treat Information as confidential and to exercise no less care in its protection than Receiving Party uses in protecting its proprietary and confidential Information, or if Receiving Party has established no such standard of care, then Receiving Party shall exercise such care as the Disclosing Party observes to protect Information;

- **b)** to restrict dissemination of Information within its organization to employees having a need to know in connection with the purpose of the disclosure set forth above, and to ensure that such employees are informed of the propriety and confidential nature thereof and that they agree to and observe the requirements of confidentiality set forth herein;
- c) not to disclose Information to any other party without the written authorization of Disclosing Party;
- d) not to duplicate Information for any other party without the written authorization of Disclosing Party;
- e) not to duplicate Information without the express written permission of Disclosing Party;
- f) to return or destroy information which is in written or physical form, together with any and all copies, negatives, or reproductions or derivative works in any media, promptly upon request of Disclosing Party or upon termination or completion of the Agreement. Information disclosed orally or visually and identified at the time as proprietary or confidential shall be covered hereunder if it is reduced to writing, marked as provided herein, and transmitted to Receiving Party within thirty (30) days after disclosure.

10. TERM AND TERMINATION:

The initial term of this Agreement is for a period of one (1) year. This Agreement will automatically renew for successive one (1) year periods, unless either party gives the other party written notice at least 30 days prior to the last day of the thencurrent term. Any change in fees may occur after the expiration of the first year of the initial term. Thereafter, fees may be changed by MF at any time and from time to time, with 60 days prior written notice to Client. Upon receipt of any notice of price increase, Client may terminate this Agreement by providing written notice to MF at least 30 days prior to date such price increase becomes effective. If MF is given cause to believe that the Client has, will be, or is using the services of MF for questionable or illegal activities, MF reserves the right to terminate this entire service agreement immediately without notification to Client. In addition, either party shall have the right to immediately terminate this Agreement if either party is in default of any obligation under this Agreement and default continues for 15 days following notice from the other party, or if either party is declared bankrupt, or files a bankruptcy petition, or makes an assignment of all or substantially all of its assets for creditors. Upon termination Client shall instruct its bank not to honor debit activity from MF and all rights and obligations hereunder shall cease except for Client's obligation to (a) pay the applicable fees for any services performed by MF prior to the effective date of termination, and (b) pay for any items returned subsequent to the effective date of termination for which MF may in its discretion withhold from Client's final deposit a balance sufficient to cover returns for 60 days following the effective date of termination. During this period, MF shall forward to Client a Return Item verification report as these items are received. On the 60th day, MF shall return any remaining moneys or bill the Client for return item amount still due MF. Within ten days after the expiration or termination of this Agreement, MF will give Client a copy of the recurring data base information consisting of the name, transaction identification number, credit card number and credit card expiration date for each account in the Client's data base that purchased services from Client via credit card. The data base information will be provided to Client either on a floppy disk in ASCII delimited format or in an e-mail file as determined by MF in its sole discretion. MF will not give Client any proprietary information that is generated by MF's system.

11. COMPLIANCE WITH LAW AND INDEMNIFICATION:

Client shall be solely responsible for compliance with all applicable laws and regulations whether federal, state or local. Client will indemnify and hold MF, its officers, directors, employees, representatives, affiliates and processing financial institutions harmless from any and all claims, lawsuits, damages, costs or other expenses, including but not limited to attorney fees, resulting from or in any way related to (a) Client's breach of warranty contained herein or arising by operation of law, (b) any act or omission of Client or Client's employees or agents, (c) any act by any consumer or business or their employees or agents, or (d) Client's failure to comply with any applicable law, regulation, or rule. Client shall indemnify MF from any claim made by the processing financial institution or other originating depository financial institution (OFDI) relating in any way to any transaction processed on behalf of Client. Any form or form format provided by MF for use in connection with the collection data, authorizations, waivers, and notifications herein described will be provided solely for the convenience of MF and Client. MF makes no representation or warranty that any such form or form format provided is sufficient or otherwise in compliance with applicable federal, state, or local legal rules or requirements. MF shall have no liability to Client for failure of any such form or form format to comply with such rules or requirements. MF will not in any way be held responsible for any type of "returned", "disputed", or "charged-back" items processed. If the return is a direct result of a MF error, MF's liability will be strictly limited to a corrected replacement item at no charge to the Client.

12. DELAYS, DAMAGES, LOSSES AND EXCUSE FROM PERFORMANCE:

MF shall not be liable for any delays, damages, losses, or other failure of performance that are out of MF's reasonable control, such as, but not limited to, strikes, insurrection, war, fires, lack of energy, acts of God, mechanical or electrical breakdown, power or communication failures, governmental acts or regulations, computer malfunction, or acts of third parties.

13. PROHIBITED ACTIVITIES:

Notwithstanding anything else in this Agreement, MF and its licensors retain all title to, and except as expressly and unambiguously licensed herein, all rights to the design and operation of MF's system, programs, software, policies, procedures, and/or pricing structures (collectively, "MF Property"). Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code, or underlying structure, ideas, or algorithms of the MF Property; (ii) modify, translate, or create derivative works based on any MF Property or any portion thereof; (iv) copy (including, but not limited to, back-up copying), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the MF Property; (v) use any MF Property for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) permit any third party to link to, transfer, rebroadcast, reproduce, or webcast any MF Property over the Internet, Usenet, email, chatrooms, any file transfer protocols, or any other electronic media without MF's express written authorization; or (vii) delete, alter, add to, or fail to reproduce the name of MF or any notices appearing in or on any MF Property that may be required by MF at any time.

14. GOVERNING LAW AND FORUM:

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Each party hereto consents to the jurisdiction of any state or federal court sitting in the City of Los Angeles, State of California and waives any objection based on venue or forum non conveniens with respect to any action instituted therein.

15. SEVERABILITY:

If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

16. CONTROVERSIES, CLAIMS AND ARBITRATION:

All controversies or claims arising out of or relating to this Agreement shall be resolved in accordance with the terms and conditions of this Section. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority. If the controversy or claim has not been resolved within sixty (60) days, the controversy or claim will be resolved at the request of either party through binding arbitration conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association ("AAA") then in effect. Arbitration proceedings will be held in the City of Irvine, State of California. Each party will appoint a single arbitrator and the two arbitrators shall appoint a third arbitrator. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Nothing in this Section shall be deemed to prohibit or restrict either party from seeking injunctive relief and such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Agreement relating to a party's confidential information or proprietary rights.

17. CREDIT CARD PROFILE INFORMATION:

It is the responsibility of the Client to furnish MF the exact and specific information on MF's Company Profile form regarding their merchant's processing specifications. If information is intentionally omitted or erroneous information is intentionally provided by Client or their agent, then MF reserves the right to cancel this agreement.

18. TECHNICAL SUPPORT:

Normal set-up will include a maximum of four hours of voice support during the initial set-up process. Thereafter, voice support will be available at no additional cost during the following hours:

8:00 AM to 5:00 PM Pacific Time Monday through Friday

Email support is provided at no additional cost. MF will only support membership systems installed by MF.

19. ENTIRE AGREEMENT:

This Agreement, and where applicable, any contracts for other services, constitutes the entire agreement between Client and MF. Any previous agreement or understanding, whether written or oral, is void and of no effect. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto. No interest or right of Client under this Agreement shall be assigned or transferred in any manner by Client without the written consent of MF. Such consent shall not be unreasonably withheld. This Agreement may be assigned by MF.

20. GUARANTEE:

For value received, and in consideration of the mutual undertaking contained in this Agreement, the undersigned Corporation / Partnership / Individual / Limited Liability Company (LLC) (Please Circle One)

hereinafter referred to as ("Guarantor") being interested in the business and success of Client and to induce MF to enter into

TPA Agreement

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MF____Client____

MerchantFirst

5190 Neil Road. Ste. 430 Reno, NV. 89502

Phone: 678-324-1915 • Fax: 404-393-3513 this Agreement, does hereby absolutely and unconditionally guarantee the full and faithful performance and prompt payment by Client of all its obligations to MF, together with all costs, expenses and attorney's fees incurred by MF in connection with any defaults of Client. The liability of Guarantor shall not be affected by any settlement, modification, release, waiver, discharge or variation of terms of any obligation of Client, of Guarantor or any other person or by any failure of MF to exercise or enforce any of its rights against Client. Guarantor hereby waives notice of acceptance of Guarantee, notice of demand, prosecution of collection, all exemption and homestead laws and all setoffs and counterclaims. The Guarantor waives any right to require MF to proceed against Client or to require Client to comply with this Agreement. This is a guarantee of payment and not of collection. This is a continuing guarantee and shall remain in effect until sixty (60) days after receipt by MF of written notice by Guarantor terminating or modifying the same. The Guarantor agrees to provide on MF's request financial statements and/or tax returns to verify ability to Guarantee Client's liabilities under this Agreement. No termination of this Agreement and Guarantee shall be effected by the dissolution of Guarantor, by any change in legal status of Guarantor or any change in the relationship between Client and Guarantor. Guarantee shall bind and inure to the benefit of the personal representative, heirs, administrators, successors, and assigns of Guarantor and MF.

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/3/2013
07/15/2013		Clerk's File #	OPR 2013-0513
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
Agenda Item Type	Contract Item	Requisition #	EBO
Agenda Item Name	5900-PARKEON		
Agenda Wording			

Contract with Parkeon for multispace parking meters for an amount of \$63,000.00.

Summary (Background)

In conjunction with the completion of on-street trials of multispace parking meter technology, the City has agreed to purchase the ten machines currently installed in the downtown core for use in the Under Freeway Parking areas. This contract completes the purchase of the initial ten trial machines and allows the City to acquire up to 150 additional machines in various payment and enforcement configurations over the next five years.

Fiscal Impact		Budget Account			
Expense \$ 63,50	0.00	# 1450 22050 42650 54201			
Select \$		#			
Select \$		#			
Select \$		#			
Approvals		Council Notifications			
Dept Head	WERNER, MARK	Study Session			
Division Director	QUINTRALL, JAN	Other			
Finance LESESNE, MICHELE		Distribution List			
Legal BURNS, BARBARA		hattenburg@spokanecity.org			
For the Mayor SANDERS, THERESA*		dsteele@spokanecity.org			
Additional Appr	rovals	mhughes@spokanecity.org			
Purchasing		lwilliams@spokanecity.org			
		mlesesne@spokanecity.org			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

<u>Summary (Background)</u>

This five year contract allows for maximum flexibility in managing the City's on-street and off-street parking infrastructure.

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

CONTRACT FOR MULTISPACE PARKING METERS

THIS CONTRACT is between the CITY OF SPOKANE (hereinafter the "City"), a municipal corporation of the State of Washington having its principal office at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and PARKEON (hereinafter the "Company") having its principal office located at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057.

SECTION A – Contract Form

The subject matter of this Contract is parking meters, installation and service.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- A. *"Award Date"* means the date that a Contract becomes effective (date of award by City Council).
- B. *"City"* means the City of Spokane.
- *C. "City Council"* means the governing body of the City of Spokane.
- D. "Company" means Parkeon, the corporation responsible for the performance of services under this Contract.
- E. "Company Representative" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- F. "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- G. "Deliverable" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- H. *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- I. *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

The Contract type is firm-fixed price. This is a Non-Exclusive Contract.

B-3 Prices / Costs

See attached Exhibit B entitled "Products and Services Price Schedule".

B-4 Invoices

- A. All invoices should identify the following items:
 - 1. the date of the invoice and invoice number;
 - 2. the purchase order number;
 - 3. the Contract Item against which charges are made; and
 - 4. performance dates covered.

The invoices should include receipts for reimbursable expenses / travel expenses associated with the invoice; and a copy of the applicable Deliverable associated with the invoice.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days except as provided by state law.

B. The Company shall submit the original invoice to:

Asset Management Group City of Spokane Second Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201.

B-5 Performance Period / Delivery Schedule

- A. The performance period commences from the Award Date by the City Council and continue for a period of three (3) calendar years, unless extended through mutual agreement by both parties. The City shall have the option to extend the contract, with up to two (2) one-year option periods for renewal.
- B. The Company shall provide services in accordance with the following delivery schedule:

New units to be delivered within ninety (90) days upon receipt of an approved purchase order.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the products and services to accomplish the purchase, installation and acceptance of Multispace parking meters.

- A. <u>Scope of Meter Installation</u>. The City will determine the location of each meter and will prepare the ground for each meter with either a flush mount template or anchor base provided by the Company. If the City selects installation by the Company per pricing in Exhibit B, the Company will install the meters in the specified locations and activate the meters, verifying proper functionality prior to acceptance by the City.
- B. <u>System Configuration</u>. Both the parking meters and MyParkfolio shall be configured prior to activation of the meter system. This configuration includes, but is not limited to, rates and hours, user interfaces for both meters and MyParkfolio, integration with the City's credit card processor and any other necessary features.
- C. <u>Training</u>.
 - 1. Meter technicians and any other personnel designated by the City shall be trained to handle the maintenance and operation of the parking meters to the extent that routine maintenance, collections, inoperability and receipt paper replacement can be performed by City staff.
 - 2. Parking enforcement officers and any other personnel designated by the City shall be trained to handle all enforcement, both via handheld device and directly from each meter.
 - 3. Parking administration and any other personnel designated by the City shall be trained on MyParkfolio software so that they will be able to fully utilize all features of the software.
- D. <u>Technical Support</u>. Technical support for both meters and MyParkfolio shall be available, at a minimum, Monday Friday from 8:00 a.m. to 8:00 p.m. Eastern Standard time.

C-2 Deliverables

The Company shall provide the following deliverables:

- A. Receipt and acceptance of Web Based Pay By Plate, Pay By Space Enforcement Interface with required credentials to be accessed via the internet using a customer supplied Web enabled device or PDA;
- B. Meter Installation, if selected at time of purchase;
- C. Access and acceptance of MyParkfolio;
- D. Training to run concurrently with installation; and
- E. Settings and equipment validation.

SECTION D – Special Clauses

D-1 Legal Notice

- A. All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
 - 1. received by the party to whom it is directed by hand delivery or personal service, or
 - 2. transmitted by facsimile with confirmation of transmission, or
 - 3. sent by U.S. mail via certified mail-return receipt requested at the following addresses:
 - CITY: Office of the Mayor City of Spokane Seventh Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201
 - COMPANY: Parkeon Attn: Lionel Deperrois 40 Twosome Drive, Suite 7 Moorestown, NJ 08057 Telephone: (856) 234-8000
- B. The parties shall provide written notification of any change in the information stated above.
- C. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

- D. For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- E. Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative

- A. The City designates David Steele as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- B. The Company shall designate a project manager at the time of order for this Contract. The Company will provide written notice to the City should there be a subsequent Project Manager change. The Project Manager will be the City's principal point of contact at the Company regarding any matters relating to this Contract, will provide all general direction to the City regarding Contract performance, and will provide guidance regarding the Company's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

D-3 Warranty – Services

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract.

D-6 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes

- A. For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- B. If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- C. The laws of the State of Washington shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in Spokane County, State of Washington.

E-2 Notice of Delay

A. Should the timely performance of this Contract be jeopardized by the nonavailability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

B. The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall, submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default

- A. The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - 1. Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - Make progress, so as to endanger performance of this Contract; or
 - 3. Perform any of the other provisions of this Contract.
- B. The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.
- C. If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company

shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

- D. The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as acts of God or of the public enemy, acts of governmental bodies, fires, floods, epidemics, quarantine restrictions, labor strikes, freight embargoes, or unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).
- E. Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- F. The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- G. In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance

During the term of the Contract, the Company shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It

shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's goods and services to be provided under this Contract; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage's required by this contract, the Company shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

E-6 Indemnification

- A. The Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- B. If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- C. The Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including

attorney's fees and court costs, to the Company.

E-7 Assignment

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes / Compliance with Laws

- A. The City is not exempt from paying sales and use taxes under the provisions of the Revised Code of Washington and sales tax, where applicable, shall be added to the amounts due the Company. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- B. The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records

A. The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

- B. The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- C. If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as

possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings

- A. This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- B. The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials)

RESERVED

E-17 Public Records

The City is a public agency as defined by state law. As such, it is subject to the Washington State Public Records Law (Chapter 42.56 of the Revised Code of Washington). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information

A. All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential

and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

- B. The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- C. The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Goods

- A. The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:
 - 1. Description of Goods to be provided
 - 2. Time of delivery
 - 3. Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or

not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

- C. The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- F. The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart.

E-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 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 Contract.

E-24 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.

E-24 City Business Registration

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 to obtain a business registration. If the Company 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.

E-25 Contract Documents

This Contract, the Company's proposal and the City's Request for Proposals are the contract documents and are complementary. In the event of conflict, the documents control in the order listed.

SECTION F — List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Exhibit A	Scope of Services
Exhibit B	Product and Services Price Schedule
Exhibit C	Reserved
Exhibit D	Standard Product Warranty
Exhibit E	Level II Remote Technical Support
Exhibit F	Level I Technical Services and Maintenance
Exhibit G	Parkeon Return Materials Authorization Policy

Dated: _____

CITY OF SPOKANE

Ву: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

PARKEON

Email Address:

Ву: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

- 1. Parkeon shall provide, deliver, install and support per the terms of this Contract Strada Pay Stations. Units ordered under this Contract will be delivered no later than ninety (90) business days following the issuance of the City's purchase order or other agreed to order authorization document. Parkeon will complete the actions specified in the Contract to place the units in service and ready for use no later than thirty (30) business days following the delivery of the units and completion of any required work required to be done by the City whichever is later. Above commitment assumes specific schedule is mutually agreed to and any responsibilities of the City are completed in a timely manner as to not impede the schedule. Any time delays resulting from the City not completing these responsibilities will be added onto the time allowed for Parkeon to complete its responsibilities. Proper working order shall mean:
 - a. Pay Stations will be configured to accept payment forms and rates as specified as part of configuration planning.
 - b. Pay Stations will have all necessary hardware, software and license fees.
 - c. Pay Stations include one coin canister and/or bill canister(BNA only).
 - d. Pay Stations have proper battery and solar power supply.
 - e. Pay Stations credit card/ ISO 7816 smart card dual- purpose reader is in proper working condition.
 - f. Pay Stations have a thermal graphic printer with self-sharpening receipt cutting blade.
 - g. Pay Stations have a GPRS or similar cellular modem and antenna kit.
 - h. Pay Stations have a properly functioning Graphics screen LCD display; capable of six (6) lines of text and character language display.
 - i. Pay Stations have a high-security mechanical lock for maintenance compartment.
 - j. Pay Stations have a Superior anti-graffiti housing
 - k. Pay Stations Include set-up of PCI-DSS Level 1 on-line credit card processing.

- I. Delivery to City's facility. Does not include site preparation, bolt drilling, physical installation or commissioning of unit.
- m. Parkeon shall provide staging, pre-assembly, system pre-installation testing.
- 2. Parkeon shall train up to four (4) City employees on the installation, operations, configuration and maintenance of the Pay Stations and Meter Management System (**myParkfolio**). Training shall occur during the initial phase of the installation at the times and places agreed to by the City and Parkeon. Training shall include:
 - a. The Multi-Space Concept
 - Definition of Multi-Space and Training Goals
 - Pay and Display Concept
 - Question and Answer Period
 - b. Hardware Overview
 - Introduction to Each Machine Module and its Function Within the System
 - Question and Answer Period
 - c. Theory of Operation
 - Solar Power
 - Coin System
 - Card System
 - Question and Answer Period
 - d. Troubleshooting
 - Using Machine Self-Diagnostics
 - Using the "Theory of Operation" to Diagnose Faults
 - Question and Answer Period
 - e. Preventative Maintenance
 - Preventative Maintenance
 - Biannual Preventative Maintenance
 - Question and Answer Period
 - f. Machine Application Software (On-site Programming)
 - Initialization

- RAM/ Flash Memory Rate Changes
- Question and Answer Period
- g. Receipts
 - User Receipts
 - Collection Receipts
 - Question and Answer Period
- h. Collections Procedures
 - Coin/Token Collection
 - Credit Card Data Collection
 - Question and Answer Period
- i. Software Modification and/or Upgrade
 - Personalization "PERSO" Request Form
 - RAM rate changes
 - Question and Answer Period
- j. Pay Station & Parts Ordering Procedures (Inventory)
 - Machine Order Worksheet
 - Spares Order Worksheet
 - Question and Answer Period
- k. Wrap-up & Final Question & Answer Period

3. myParkfolio Application Services

Parkeon shall provide the following services through myParkfolio which shall be available online at all times and provided for the duration of the Contract:

- a. Comprehensive Workspaces used for more intense information needs
 - Work Spaces
 - Action required
 - Terminal Out-of-Order
 - Communications Problems
 - Maintenance Performed
 - o Consumables
 - Cash Collections
 - o Cash-In-Terminals
 - o Parking Activity

- Ticket Sales Analysis
- Transactions by Payment
- Standard Work Spaces
 - o Maintenance
 - o Collections
 - o Transactions
 - o Control
- b. Separated into maintenance, collection management, and transaction history workspaces
- c. Sorting functions, charts, and maps allow the City to understand what areas have the most activity
- 4. Maintenance

Parkeon shall make every reasonable effort to respond to all maintenance concerns submitted by the City within three (3) business days and shall make every reasonable effort to perform any and all maintenance requested by the City on the Pay Stations within ten (10) business days. Maintenance fees shall be billed at the rate established for Extra Work as set forth in Exhibit B.

5. Parkeon Scope of Services

Parkeon will provide Level II Remote Technical Support when the City consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters

Parkeon will provide the Services with care and skill consistent with applicable industry standards.

Parkeon will maintain a properly staffed Level II Remote Call-in Service operation to assist the City with the full range of diagnostics and repairs activities. Support will be available during Parkeon's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.

Parkeon will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to the City upon reasonable request.

Parkeon will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of the City's request for assistance. Parkeon will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

Parkeon will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.

Parkeon will be entitled to subcontract in part or whole performance of the Services to be provided under this Contract with prior written consent of the City, such written consent not being unreasonably withheld.

6. City Responsibilities

The City is responsible for Level I Technical Service and maintenance for all machines as specified in *Exhibit E*.

Prior to requesting Level II support services, the City will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.

The City will submit all requests into Parkeon's Technical Support using the contact method specified in *Exhibit F* and provide all necessary information to permit Parkeon to perform the required services.

The City will update Parkeon in writing of any changes to such information (especially any change of address) and be available to work with the Parkeon's support resource assigned to the support request.

The City will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in *Exhibit G*.

The City will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

<u>EXHIBIT B</u>

Product and Services Price Schedule

ltem or Model	Description	Standard Package Includes (With delivery to central City location, no install, One Year Warranty)	Quantity Discounts	Price Per Unit
Strada Rapide	Pay Plate / Pay & Display / Pay by Space Configuration	All hardware, software and license fees, One coin canister, Solar power supply, Credit card/ISO 7816 Smart card dual-purpose reader, Thermal graphic printer with self- sharpening receipt cutting blade, Cellular modem and antenna kit, Monochrome Graphics screen LCD display; capable of 6 lines of text & character language display, High-security mechanical lock for maintenance compartment, Superior anti- graffiti housing, Setup of PCI-DSS Level 1 online credit card processing, Staging, pre- assembly, system pre-installation testing, Number of keys, (doors/collections/vaults) determined at time of order, Insertion of customer supplied graphics/instructions, Delivery to customer facility (site preparation, bolt drilling, physical installation, or commissioning of unit not included).	1-300 Parkeon units at time of order	\$6,250.00
Strada BNA Standard	Pay & Display / Pay by Space Configuration	All of the above, PLUS one bill note canister (BNA ONLY)	1-300 Parkeon units at time of order	\$9,870.00
StradaPAL Rapide	Pay Plate / Pay & Display / Pay by Space Configuration	All of the above, PLUS 7" Color Display, Extended Memory, 2nd Battery and all hardware required to retrofit.	1-300 Parkeon units at time of order	\$7,935.00
Strada Rapide PAL Upgrade	Does not apply to BNA Models	Upgrade includes 7" Color Display, Extended Memory, Internal Electronics, 3G modem, 2nd Battery, and all hardware required to retrofit.	1-300 Parkeon units at time of order	\$2,500.00
3G Modem Upgrade Package	Strada	Upgrade includes retrofit kit for 3G capacity modem, antenna, and software.	1-9 meters 10+ meters	\$565.00 \$475.00

Strada/BNA Extended Warranty	Applies following initial one year warranty for new units (1-300 Parkeon units at time of order)	Annual price per unit. Applies to new units or Stelio existing units enrolled as of March 2013. /Strada Minimum enrollment period is one year, however, in order to provide for ease of billing and consistent termination dates, prices may be pro-rated to monthly amounts for units enrolled at different times during the year.	\$538.00
		BNA	\$635.00
Other Costs		Roll of standard receipt stock (per roll) Shipping (per unit)	\$46.00 \$350.00
	myParkfolio (billed monthly)	Pay & Display Configuration (per meter/ per month) Pay by Space/ID Configuration (per month)	\$45.00 \$57.00
	montinyj	Perso (change to existing configuration, per configuration)	\$37.00 \$350.00
		S/W License / SD card (per unit)	\$20.00
		Graphics/Instruction Panels (changes per setup)	\$250.00
		Graphics Copies (per unit)	\$15.00
		EPSUM Credit Card Setup (new account only, per account 1-26 units)	\$500.00
		EPSUM Credit Card Setup (new account only, per account 27+ units)	\$100.00
		Extra Coin MCB	\$395.00
		Extra Bill Stacker	\$330.00
		A/C mains Power Option (per unit)	\$280.00
		Pay by Phone Integration Fee (per unit / per month)	\$1.00
		Strada Rapide Exterior Light Bar unit (per unit as built)	\$330.00
	Installation	On site physical placement and delivery (per unit based on 2011 order)	\$200.00
		Future orders based on schedule and quantity of units.	TBD

Trial Agreement and Credit: Per terms of the extended trial agreement for units already installed in operation a credit equal to fifty percent (50%) of the rental fee for no more than six (6) months to be applied to purchase price. This credit is applied to the final purchase price resulting in a net cost per unit. This applied only to the initial trial units installed and piloted as part of the RFP process.

As set forth in this Contract, Parkeon shall not perform Extra Work without the prior written consent of the City. If the City authorizes Extra Work, including maintenance of Pay Stations, installation and other non-standard labor such work shall be billed at a rate not to exceed \$125.00 / hour plus any applicable travel costs which shall be billed at no greater than all travel expense rates, including mileage rates adopted and utilized by the City.

EXHIBIT C RESERVED

EXHIBIT D

STANDARD PRODUCT WARRANTY

Parkeon warrants to the City as the original consumer purchaser of its products that such products will be free from defects in materials or workmanship for a period of one (1) year from the date of original purchase. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During this one (1) -year period, Parkeon will, at its option, repair or replace, without charge, any product or part which is found to be defective under normal use and service.

Parkeon replacement part(s) policy is detailed in Exhibit G. Replacement parts warranty is ninety (90) days or to the end of the warranty period for the unit installed in whichever comes first.

THIS WARRANTY DOES NOT EXTEND TO "CONSUMABLE ITEMS" SUCH AS PAPER, BATTERIES, MOBILE COIN BOX, BILL STACKERS AND SOME EXTERNAL ENCLOSURE ITEMS. This warranty does not cover (a) normal maintenance and service or (b) any products or parts which have been subject to misuse, negligence, accident, improper maintenance or repair (other than by Parkeon), faulty installation or installation contrary to recommended installation instructions. Parkeon reserves the right to invoice City for time spent on the above returned items.

PARKEON OBLIGATION TO REPAIR OR REPLACE, AT PARKEON OPTION, SHALL BE THE CITY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. PARKEON SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH PRODUCT USE OR PERFORMANCE.

This warranty gives the City specific legal rights, and the City may also have other rights, which vary from state to state. This warranty supersedes all prior warranties.

All warranty service request must be directed to Parkeon Sales Administration Department as detailed in **Exhibit G**. At the time of requesting warranty service, the City must present evidence of the original purchase date.

To maximize meter uptime the City will maintain a local supply of spare parts. These replacement parts stock would consist of the frequently used items and would be based on the number of meters purchased by the City. Parkeon can provide guidance to the City regarding a suggested number of parts to be included in this inventory along with the applicable pricing.

<u>APPENDIX E</u>

LEVEL II REMOTE TECHNICAL SUPPORT

Description of the service

Level II remote technical support refers to Parkeon providing remote assistance to Customer Level I agents and Customer back end users in regards to the use and operation of Parkeon products covered within the Contract.

Experienced and knowledgeable technicians (Helpdesk resources) are responsible for assisting Customer's personnel in solving basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to the issues.

If a problem is new and/or personnel from this group cannot determine a solution, they are responsible for raising this issue to Parkeon Level III technical support group.

Parkeon will provide Level II Remote Technical Support between the hours of 8:00AM and 8:00PM EST Monday through Friday excluding company holidays. The primary method of contacting Parkeon is via email:

parkfolio_support@moorestown.parkeon.com

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature the City may contact Parkeon Level II Remote Technical Support via telephone at

Toll free: 1 (800) 732 - 6868 x 244.

EXHIBIT F

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

The City is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Contract, as follows.

Technical Services

- Open Pay Station and remove and/or replace internal components as necessary.
- Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
- Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
- Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
- Ensure that the staff servicing Parkeon's Pay Stations have successfully completed the full training program provided by Parkeon and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
- Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
- Ensure that only trained Level I service staff initiates support requests to the Level II helpdesk.
- Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
- Provide all information required to open a support request with Parkeon Level II Service and be available to work with the Parkeon support resource assigned to the support request.
- Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
- Maintain the concrete mounting pad and mounting hardware per installation specifications.

- Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
- Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Parkeon as needed for Level II On-Site Operation.
- Maintain a log of all parts replacements which will be made available to Parkeon upon demand.
- Archive data and historical analysis for data older than 90 days.

Parkfolio Services

- Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
- Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by Parkeon.
- Design, customize and generate reports using data in Parkfolio.
- Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level I. Obtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
- Provide all information required to open a support request for Parkeon Level II support and be available to work with Parkeon support resource assigned to the support request.

<u>EXHIBIT G</u>

PARKEON RETURN MATERIALS AUTHORIZATION ('RMA') POLICY

Email Parkeon at:

SalesAdmin@moorestown.parkeon.com

Phone: 1-800-732-6868 x 245

Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization (RMA) is required PRIOR to the physical return of the product:

- 1. Parkeon will issue an RMA number and provide shipping instructions.
- 2. The City will ship the defective parts back to Parkeon and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to twenty (20) individual items.
- 3. The City agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
- 4. The City is responsible for freight charges on items being returned to Parkeon. Parkeon is responsible for standard ground freight charges of replacements.
- 5. Once Parkeon has received the defective parts, replacement parts will be shipped within seventy two (72) hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Parkeon Service Contract, replacement parts will be shipped within twenty four (24) hours via two (2) business-day delivery
- 6. Parkeon will cross reference all parts against its warranty/contract database and determine if the part is covered. The City will be notified if parts are not covered under warranty and will be advised of available options by the Parkeon Sales AdministrationDepartment.
- 7. The City is responsible for testing of parts before returning. Parkeon will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, the City will be charged \$175.00 dollars per unit for preventative maintenance charge to clean and restock.
- 8. The City is responsible for all replacement charges for parts out of warranty or not covered under this Contract.
- 9. The City is responsible for all expedited shipping charges.

10. The City should ship all return parts to Parkeon and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> twenty (20) items) or multiple RMAs per week will result in processing and handling delays.

Please use the following address for all part(s) return:

Parkeon INC. 40 Twosome Drive, Unite 7 Moorestown, NJ 08057 Attn: Warranty Parts dept. RMA # _____

SPOKANE Agenda Sheet	Date Rec'd	7/3/2013	
07/15/2013		Clerk's File #	ORD C35012
		Renews #	
Submitting Dept	COMMUNITY, HOUSING & HUMAN SERVICES	Cross Ref #	OPR 11-739/855
Contact Name/Phone	SHEILA MORLEY 625-6052	Project #	
Contact E-Mail	SMORLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	1540- EBO RE: DEPT COMMERCE GRAI	NT	·

Agenda Wording

Amending Ordinance C-34947 and appropriating funds in the Human Services Grants Fund, FROM: Department of Commerce, \$1,050,078. To: Contractual Services, same amount. (This action budgets additional grant funds for administration of the HEN program.)

<u>Summary (Background)</u>

This ordinance budget increases grant funding from the Washington State Department of Commerce. The total amount of the grant is \$1,050,078. From this amount, \$1,030,615 will be contracted with with The Salvation Army to administer the Housing and Essential Needs program with the remaining portion allocated to the City for administrative and HMIS costs.

Fiscal In	<u>npact</u>		Budget Account	
Revenue	\$ 1,050,078		# 1540 -95460- 99999- 33422	
Expense	\$ 1,050,078		# 1540- 95460- 51200- 5420	1
Select	\$		#	
Select	\$		#	
Approva	ls		Council Notifications	
Dept Hea	<u>d</u>	ALLARD, JERRIE	Study Session	
Division I	Division Director MALLAHAN, JONATHAN		<u>Other</u>	
<u>Finance</u>	FinanceLESESNE, MICHELE		Distribution List	
Legal	Legal BURNS, BARBARA		jallard@spokanecity,org	
For the M	For the MayorSANDERS, THERESA*		jmallahan@spokanecity,org	
Addition	al Approvals		smorley@spokanecity,org	
Purchasi	asing mlesesne@spokanecity,.org			
			kmoat@spokanecity.org	

ORDINANCE NO. C35012

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 Human Services Grants 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 Human Services Grants Fund and the budget annexed thereto with reference to the Human Services Grant Funds, the following changes be made:

FROM:	1540-95460 99999-33422	Human Services Grants Fund Department of Commerce	<u>\$ 1,050,078</u>
TO:	1540-95460 51200-54201	Human Services Grants Fund Contractual Services	<u>\$ 1,050,078</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget additional grant funds from the Department of Commerce for the contract with the Salvation Army to administer the Housing and Essential Needs program 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

SPOKANE Agenda Sheet for City Council Meeting of:			Date Rec'd	7/3/2013
07/15/2013		Clerk's File #	ORD C35013	
			Renews #	
Submitting Dept	ASSET MANAGEM	ENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE	625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKAI	NECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance		Requisition #	EBO
Agenda Item Name	5900-EBO AMEND	ING ORD C-34947		·

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Under Freeway Parkin gFund, FROM: Unappropriated Reserves, \$115,000; TO: Contractual Services, same amount. (This action budgets for new parking meter implementation.)

Summary (Background)

The City of Spokane has completed a trial of multispace parking kiosks. The City has agreed to purchase the ten Parkeon machines currently located in the downtown core and utilize this technology in under freeway parking areas currently subleased to various tenants. This EBO transfers the necessary funds for the purchase of the multispace meters and additional dollars for needed right-of-way lighting enhancements from Under Freeway Parking Fund reserves to contractual services.

Fiscal Impact		Budget Account	
Select \$		#	
Approvals		Council Notification	IS
Dept Head	WERNER, MARK	Study Session	
Division Director	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	BURNS, BARBARA	lhattenburg@spokanecity.org	
For the Mayor SANDERS, THERESA* dsteele@spokanecity.org			
Additional Approval	5	mhughes@spokanecity.or	g
<u>Purchasing</u>		lwilliams@spokanecity.org	5

ORDINANCE NO. C35013

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 Under Freeway 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 Under Freeway Parking Fund and the budget annexed thereto with reference to the Under Freeway Parking Fund, the following changes be made:

FROM:	1450-99999 99999-	Under Freeway Parking Fund Unappropriated Reserves	<u>\$ 115,000</u>
TO:	1450-22050 42650-54201	Under Freeway Parking Fund Contractual Services	<u>\$ 115,000</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 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

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	6/27/2013
07/08/2013		Clerk's File #	ORD C35008
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 625-6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 INTERIM ORDINANCE RE MARIJU	JANA	
Agenda Wording	•		

An interim ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020; adopting a new section 8.02.0233 to

Summary (Background)

City Council adopted a moratorium on February 25, 2013 regarding the establishment of medical cannabis collective gardens. The moratorium continues until August 14, 2013, unless extended by Council. The Washington State Liquor Control Board has issued its draft rules regarding state-licensed marijuana producers, processors and retailers. The LCB has announced it will adopt its rules by August 14th with an effective date of September 14th, at which time the LCB will begin to accept applications.

Fiscal Impact		Budget Account	
Select \$		#	
<u>Approvals</u>		Council Notifications	
<u>Dept Head</u>	WESTFALL, JENNIFER	Study Session	
Division Director		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	BURNS, BARBARA		
<u>For the Mayor</u>	SANDERS, THERESA*		
Additional Approva	als		
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

chapter 8.02 SMC; adopting new chapters 10.49 and 10.50 to Title 10 SMC and new chapter 17C.347 to Title 17C of the Spokane Municipal Code; providing for a public hearing within sixty days and declaring an emergency.

Summary (Background)

The state law regarding collective gardens allows cities to adopt zoning and business licensing requirements. This interim ordinance established a regulatory license and requirements for owning, operating and maintaining a medical cannabis collective garden. The ordinance also provides zoning regulations for the location of state-licensed marijuana producers, processors and retailers. It is necessary for the City to establish its regulatory and zoning requirements prior to the adoption of the LCB rules. The ordinance is being adopted as an interim ordinance so that the probisions are in place prior to the adoption of the LCB rules. The interim rules will be reviewd by the Plan Commission within 60 days and subsequently adopted by the City Council as a permanent ordinance.

Fiscal I	mpact	Budget Account
Select	\$	#
Distribu	tion List	

ORDINANCE NO. C-35008

An interim ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020; adopting a new section 8.02.0233 to chapter 8.02 SMC; adopting new chapters 10.49 and 10.50 to Title 10 SMC and new chapter 17C.347 to Title 17C of the Spokane Municipal Code; providing for a public hearing within sixty days and declaring an emergency.

WHEREAS, since 1970, federal law has prohibited the manufacture and possession of marijuana as a Schedule I drug, based on the federal government's categorization of marijuana as having a "high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment." *Gonzales v. Raich*, 545 U.S. 1, 14 (2005), Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C. 801 et seq; and

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as chapter 69.51A RCW, created an affirmative defense for "qualifying patients" to the charge of possession of marijuana (cannabis); and

WHEREAS, the intent of Initiative 692 was that qualifying "patients with terminal or debilitating illnesses who, in the judgment of their physicians, would benefit from the medical use of marijuana, shall not be found guilty of a crime under state law,"(RCW 69.51A.005), but that nothing in the law "shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes" (RCW 69.51A.020); and

WHEREAS, the Washington State Legislature passed ESSSB 5073 in 2011, which provides that a qualifying patient or his/her designated care provider are presumed to be in compliance, and not subject to criminal or civil sanctions/penalties/consequences, if they possess no more than 15 cannabis plants, no more than 24 ounces of usable cannabis (other qualifications apply); and

WHEREAS, on April 29, 2011, former governor Christine Gregoire vetoed all of the provisions of E2SSB 5073 relevant to medical marijuana dispensaries that would have provided the legal basis for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal but left the provisions relating to cultivation of marijuana for medical use by qualified patients individually and in collective gardens; and

WHEREAS, RCW 69.51A.085 permitted qualifying patients "to create and participate in collective gardens for the purpose of producing, processing, transporting, and delivering cannabis for medical use," provided no more than ten qualifying patients participate, a collective garden does not contain more than 15 plants per patient up to a

total of 45 plants per garden, and the garden does not contain more than 24 ounces of useable cannabis per patient and up to a total of 72 ounces of useable cannabis; and

WHEREAS, under RCW 69.51A.060(1), it is a class 3 civil infraction to display medical cannabis in a manner or place which is open to view of the general public, which would include growing plants; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of cannabis or cannabis products within their jurisdiction and that nothing in chapter 181, Laws of 2011 is intended to limit the authority of cities to impose zoning requirements or other conditions upon licensed dispensers, so long as such requirements do not preclude the possibility of siting licensed dispensers within the jurisdiction; and

WHEREAS, Pursuant to RCW 69.51A.130, no civil or criminal liability may be imposed by any court on cities, towns, or counties or other municipalities and their officers and employees for actions taken in good faith under this chapter and within the scope of their assigned duties.

WHEREAS, Initiative Measure No. 502, approved by the voters of Washington State on November 6, 2012, calls for the establishment of a regulatory system licensing producers, processors and retailers of recreational marijuana for adults 21 years of age and older, legalizes the possession and private recreational use of marijuana and requires the Washington State Liquor Control Board to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana; and

WHEREAS, the establishment of additional medical cannabis collective gardens in light of the preclusion of licensed dispensaries created by the veto by former Governor Gregoire of portions of E2SSB 5073 and the pending implementation of Initiative Measure No. 502 by the Washington State Liquor Control Board could create inconsistent and incompatible land use activities and create unanticipated public health, safety and welfare concerns; and

WHEREAS, the City of Spokane adopted Ordinance No. 34968 on February 25, 2013, imposing a moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries because of the impact on the public health safety and welfare; and

WHEREAS, the Washington State Liquor Control Board has announced that it will adopt its rules pertaining to the licensing of marijuana producers, processors and retailers by August 14, 2013, with an effective date of September 14, 2013 and begin accepting applications for license types on September 14, 2013;

WHEREAS, the City currently does not have specific zoning regulations pertaining to medical cannabis collective gardens and state-licensed producers, processors and retailers of state-licensed recreational marijuana; and

WHEREAS, the City Council conducted a public hearing on April 15, 2013 as required by Ordinance No. C-34968 to take public testimony regarding the establishment of the moratorium; and

WHEREAS, the City Council and the City Plan Commission held a joint meeting on May 16, 2013 to discuss the implementation of the work plan called for in the Ordinance No. C-34968 establishing the moratorium; and

WHEREAS, the City Plan Commission held a workshop on July 10, 2013 to review this proposed interim ordinance; and

WHEREAS, the City Council has studied the land use impacts collective gardens and state-licensed marijuana producers, processors and retailers and has now prepared this interim ordinance to address these impacts; and

WHEREAS, the City Council finds that it is necessary to adopt this interim ordinance in order to avoid unanticipated negative impacts on the community and the public health, safety and welfare associated with medical cannabis collective gardens and state-licensed marijuana producers, processors and retailers; and

WHEREAS, the City Council decided to adopt this interim ordinance and to formally repeal the moratorium on medical cannabis collective gardens established in Ord. No. C-34968; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal:" and

WHEREAS, interim zoning controls enacted under RCW 35.63.200 and/or RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 35.63.200 and RCW 36.70A.390 both authorize the enactment of a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council finds that the regulatory licensing requirements established by this ordinance are necessary for the immediate preservation of the public peace, health or safety and for the immediate support of city government and its existing public institutions; -- Now, Therefore;

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 10.49 to Title 10 SMC to read as follows:

Chapter 10.49 Medical Cannabis Collective Garden Regulatory License

Sections:

- 10.49.010 Findings
- 10.49.020 Purpose
- 10.40.030 Definitions
- 10.49.040 License Required
- 10.49.050 Application, Transfer and Renewal
- 10.49.060 Medical Cannabis Collective Garden Requirements
- 10.49.070 Violation
- 10.49.080 Nuisance Abatement

10.49.010 Findings

The city council adopts the preamble to this ordinance as findings to support this chapter and further finds that nothing in this chapter 10.49 SMC shall be construed to supersede Washington state or federal law pertaining to the acquisition, possession, manufacture, sale or use of cannabis for nonmedical purposes. Nothing in this chapter 10.49 SMC shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of cannabis for nonmedical purposes.

10.49.020 Purpose

The purpose of this Medical Cannabis Collective Garden Regulatory License chapter is to mitigate potential impacts of medical cannabis collective gardens as authorized under chapter 69.51A RCW on nearby properties and to promote the public health, safety welfare through coordinated implementation of zoning and licensing regulations of medical cannabis collective gardens under chapter 69.51A RCW.

10.49.030 Definitions

- A. "Collective Garden" means those gardens authorized under RCW 69.51A.085, which allows qualifying patients to assume responsibility for acquiring and supplying the resources required to produce and process cannabis for medical use.
- B. "Designated Provider" shall have the definition as provided in RCW 69.51A.010(1) as currently states or as may be amended.
- C. "Marijuana" shall have the definition as provided in RCW 69.50.101(s) as currently states or as may be amended.
- D. "Marijuana Processor" shall have the definition as provided in RCW 60.50.101(t) as currently states or as may be amended.
- E. "Marijuana Producer" shall have the definition as provided in RCW 60.50.101(u) as currently states or as may be amended.
- F. "Marijuana Retailer" shall have the definition as provided in RCW 60.50.101(w) as currently states or as may be amended.
- G. "Qualified Patient" shall have the definition as provided in RCW 69.51A.010(4) as currently states or as may be amended.

10.49.040 License Required

- A. No person may operate a medical cannabis collective garden without first obtaining a medical cannabis collective garden regulatory license under this chapter.
- B. The medical cannabis collective garden regulatory license is a class II license as provided in chapter 4.04 SMC.
- C. Anyone operating a medical cannabis collective garden pursuant to chapter 61.59A RCW is required to have a license or permit issued under this chapter. A medical cannabis collective garden lawfully existing prior to the adoption of

chapter 10.49 SMC shall have thirty days to submit an application for the medical cannabis collective garden regulatory license as required by this chapter.

- D. The provisions of this chapter do not apply to or affect the legal rights of an ultimate user as authorized under RCW 69.50.101(z)(bb).
- E. The issuance of a medical cannabis collective garden regulatory license under this chapter, or the issuance of any other permit or license by the City, shall not be deemed as approval or permission from the City to engage in any activity deemed illegal under any applicable law, nor shall it constitute a determination by the City that the manufacture, production, processing, retailing possession, transportation, delivery, dispensing, application, or administration of and use of marijuana engaged in by the licensee or permittee is either legal or illegal under state or federal law.

10.49.050 Application, Transfer and Renewal

- A. A medical cannabis collective garden regulatory license issued under this chapter shall be obtained prior to operation of any business activity.
- B. The application is filed and all applicable license fees are paid to the office of taxes and licenses.
- C. The chief of police, or designated license officer, does not approve the license until the application has been reviewed by the building services department, the fire department and the planning department and verification has been provided that all applicable requirements have been complied with.
- D. The applicant must provide on the application, the names, dates of birth, addresses and phone numbers for all officers and employees.
- E. The license must be on display on the premises at all times and shall be available for access by law enforcement during normal business hours.
- F. If all requirements for approval are satisfied, the license shall be issued by the chief of police prior to the start of operations.
- G. A license issued under this chapter is not transferable as to person or place.
- H. Renewal of License.
 - 1. Application for renewal must be made no later than thirty days prior to expiration of the license.
 - 2. The license renewal application shall only be approved by the chief of police, or designated license officer, following a site inspection and

verification by the planning department, fire department and building services department that all City requirements have been met must be complied with.

- I. A medical cannabis collective garden regulatory license may be suspended, revoked or denied if:
 - 1. Any datum furnished on the application is false or is not updated in a timely fashion,
 - 2. The structure, facility or property ceases to comply with all applicable building, fire and or zoning provision,
 - 3. Any condition of the City license or State law has been violated, or
 - 4. Any provision of this chapter is violated
- J. Any authorized city official may issue a warning order requiring the licensee to correct any condition or practice that presents a threat or hazard to public health or safety.
- K. Authorized city departments may invoke their powers granted under the Spokane Municipal Code to immediately close a facility or business licensed under this chapter if conditions present an imminent threat to public health and safety.
- L. Prior to the issuance of a medical cannabis collective garden regulatory license, the chief of police, or his designee, shall schedule a public hearing to take testimony regarding the issuance of the license. A notice of the hearing on a form proscribed by the City shall be delivered by the applicant to the business and residential occupants located within five hundred feet of the premises at least fourteen days prior to the hearing date.

10.49.060 Medical Cannabis Collective Garden Requirements

- A. License Requirements for Operators. It is unlawful to conduct, operate or maintain a medical cannabis collective garden unless such premises has a current medical cannabis collective garden regulatory license obtained in the manner prescribed in this chapter. "Premises" includes all locations used by a collective garden to grow, store, process, transport, or distribute medical cannabis to its qualified patients.
- B. License Applicant Requirements. License applicants and all persons who receive wages, fees, donations or compensation of any kind for performing collective garden activities ("operators") shall meet the following requirements:

- 1. Must be a qualified patient or designated provider of a qualified patient and must submit valid documentation, or written designation by a qualified patient with that patient's valid documentation and proof of identification deemed acceptable by the clerk.
- 2. Must be at least eighteen years of age.
- 3. May have no felony convictions of state or federal laws within the ten years preceding date of application.
- 4. May not be a member of any other collective garden within the state of Washington.
- 5. No one with law enforcement or regulatory authority related to medical cannabis collective gardens employed by the City of Spokane shall be permitted to obtain a medical cannabis collective garden regulatory license.
- C. Premises Requirements. Collective garden premises must operate in compliance with the following conditions:
 - 1. All premises or vehicles used or operated by the collective garden shall have no greater aggregate quantities of cannabis, cannabis plants or cannabis-containing products than are allowed under RCW 69.51A.085.
 - 2. No more than ten qualifying patients may participate in a single collective garden at any time. A copy of each qualifying patient's valid documentation or proof of registration with the registry established in state law (now or in the future), including a copy of the patient's proof of identity, must be available at all times on the premises of the collective garden.
 - 3. No cannabis from the collective garden may be delivered to anyone other than a qualifying patient participating in the collective garden or that patient's designated provider.
 - 4. No cannabis, cannabis plants or representations of cannabis plants shall be used in signage or advertising or be visible to public view from the public right of way.
 - 5. From a public right of way, there shall be no exterior display of medical cannabis cultivation visible outside of the premises.
 - 6. A collective garden shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.

- 7. Areas where cannabis is grown, stored or dispensed must be provided with ventilation systems so that no odors are detectable off the premises.
- 8. All premises must comply with the noise control requirements of SMC 10.08D.070.
- 9. No minors shall be permitted on any collective garden premises unless accompanied by a parent or guardian.
- 10. Consumption of cannabis, products containing cannabis or alcohol on the premises is prohibited.
- 11. The premises shall be closed to any distribution of cannabis between the hours of ten p.m. and seven a.m.
- 12. Any transportation or delivery of cannabis from a collective garden shall be conducted by the garden members or designated provider so that quantities of medical cannabis allowed by RCW 69.51A.040 are never exceeded. Vehicles used to deliver cannabis may have the name of the collective garden printed on the vehicle along with related identifying information such as an address and phone number. There shall be no depiction of cannabis, cannabis plants or representations of cannabis plants used as signage or advertising on the vehicle.
- 13. A licensed premise must have installed on the premises a security and alarm system that is monitored twenty-four hours a day to include a video recording system that monitors production, storage and point of sale areas. All video recordings must be continuously recorded twenty-four hours a day and must be kept for a minimum of forty-five days on the licensee's recording device. All videos are subject to inspection by the City police department upon request.
- Land Use/Zoning Regulations.
 Medical cannabis collective gardens shall comply with all applicable zoning and land use regulations set forth in Title 17C SMC.

10.49.070 Violation

- A. This chapter is subject to the administrative provision of chapter 4.04 SMC.
- B. Licensees under this chapter must comply with all state laws under chapter 69.51A RCW for medical marijuana.
- C. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

10.49.080 Nuisance Abatement

In addition to any other available remedy or penalty, any violation of this chapter, is declared to be a public nuisance per se, and may be abated under the applicable provisions of the Spokane Municipal Code and state law.

Section 2. That there is adopted a new chapter 10.50 to Title 10 SMC to read as follows:

Chapter 10.50 State-Licensed Marijuana Producers, Processors and Retailers

Sections: 10.50.010 Marijuana Producer, Processor and Retailer

10.50.010 Marijuana Producer, Processor and Retailer

A marijuana producer, processor or retailer licensed by the State of Washington liquor control board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request.

Section 3. That there is adopted a new chapter 17C.347 to Title 17C SMC to read as follows:

Chapter 17C.347

Medical Cannabis Collective Garden or a Retail Outlet for Recreational Marijuana

Sections:

17C.347.010Purpose17C.347.020Description17C.347.030Regulations for a Medical Cannabis Collective Garden and
State-Licensed Marijuana Producers, Processors and Retailers

17C.347.010 Purpose

This chapter provides zoning standards for the establishment of a medical cannabis collective garden established pursuant to chapter 69.51A RCW and for producer, processor and retailer of recreational marijuana licensed by the state pursuant to chapter 314-55 WAC.

17C.347.020 Description

For the purpose of describing activities and other characteristics of a medical cannabis collective garden or a state-licensed recreational marijuana producer, processor or retailer, the definitions of SMC 10.49.030 are applicable.

17C.347.030 Regulations for a Medical Cannabis Collective Garden and State-Licensed Marijuana Producers, Processors and Retailers

- A. City Zoning.
 - 1. A medical cannabis collective garden shall comply with the requirements of SMC 10.49.060.
 - a. No person may conduct business within the City as a medical cannabis collective garden or a facility for delivery of cannabis produced by the garden unless the medical cannabis collective garden or a facility for delivery of cannabis produced by the garden is located within a ______ zone in accordance with Title 17, Unified Development Code. A medical cannabis collective garden is classified as a Manufacturing and Production land use as described in chapter 17C.190 SMC, Use Category Descriptions. Manufacturing and Production uses are limited as provided in Table 17C.120-1, Table 17C.130-1, and Table 17C.124-1. In Table 17C.122-1, for Center and Corridor Zones, a medical cannabis collective garden is classified as a Limited Industrial land use and is subject to the standards for a Limited Industrial use.
 - b. There shall be no more than one medical cannabis collective garden permitted on a tax parcel.
 - c. A medical cannabis collective garden or facility for delivery of cannabis produced by the garden may not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The owner or operator of the medical cannabis collective garden shall have the responsibility to demonstrate that the collective garden is not within the one thousand foot perimeter:
 - i. any other medical cannabis collective garden or delivery site;
 - ii. any marijuana processor, producer or retailer licensed by the Washington State liquor control board;
 - iii. elementary or secondary school;
 - iv. playground;

- v. recreational center or facility;
- vi. child care center;
- vii. public park;
- viii. public transportation center;
- ix. library;
- x. any game arcade where admission is not restricted to persons age twenty-one or older; or
- xi. a drug treatment facility.
- d. The prohibition set forth in subsection (1)(a) above shall not apply to a medical cannabis collective garden legally operating prior to the effective date of this ordinance that is going to convert from a collective garden to a state-licensed retailer.
- e. Medical cannabis cultivation and sale are prohibited as a home occupation and are not considered as an accessory use in residential zones.
- f. Notwithstanding the provisions of chapter 17C.210, an existing collective garden in operation as of the effective date of this chapter shall be brought into full compliance with the provisions of this chapter within one year of the effective date.
- 2. State-Licensed Marijuana Producers, Processors and Retailers.
 - No person may conduct business within the City of Spokane as a a. state-licensed marijuana producer, processor and retailer unless they are located within a zone in accordance with Title 17 Unified Development Code and licensed under this chapter. A state-licensed marijuana producer or processor is classified as a Manufacturing and Production land use as described in chapter 17C.190 SMC, Use Category Descriptions. Manufacturing and Production uses are limited as provided in Table 17C.120-1, Table 17C.130-1, and Table 17C.124-1. In Table 17C.122-1, for Center and Corridor Zones, a state-licensed marijuana producer or processor is classified as a Limited Industrial land use and is subject to the standards for a Limited Industrial use. A state-licensed marijuana retailer is classified as a Retail Sales and Service land use as described in chapter 17C.190 SMC, Use

Category Descriptions. In Table 17C.122-1, for Center and Corridor Zones, a state-licensed marijuana retailer is classified as a Commercial land use and is subject to the standards for a Commercial use.

- b. A state-licensed marijuana producer, processor and retailer may not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The owner or operator of the state-licensed marijuana producer, processor and retailer shall have the responsibility to demonstrate that the state-licensed marijuana producer, processor and retailer is not within the one thousand foot perimeter:
 - i. elementary or secondary school;
 - ii. playground;
 - iii. recreational center or facility;
 - iv. child care center;
 - v. public park;
 - vi. public transportation center;
 - vii. library; or
 - viii. any game arcade where admission is not restricted to persons age twenty-one or older.
- B. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.
- C. Measurement.
 - The measurement of the separation distance in subsection (1)(c) and (2)(b) above shall be taken in a straight line from the point on the property line of the protected uses specified in subsection (1)(c) and (2)(b) above closest to the production and processing facility, collective garden or retail outlets to the nearest physical point of the tenant space or structure housing a production or processing or retailer outlet.
 - 2. A protected use specified in subsection (1)(c) and (2)(b) above shall not benefit from the separation requirements of this subsection if the use chooses to locate within the required separation distance from a lawfully

located production or processing facility, collective garden or retailer outlet.

Section 4. That SMC section 1.05.170 is amended to read as follows:

1.05.170 Penalty Schedule – Business Regulations

- A. For each subsequent violation by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

SMC 1.05.170 PENALTY SCHEDULE – BUSINESS REGULATIONS				
Infraction Violation Class				
General				
SMC 4.04.020	Engaging in licensed activity without license	2		
SMC 4.04.060	Failure to display license or insigne	3		
SMC 8.01.070 SMC 10.40.020	Engaging in business without registration or itinerant vendor license or permit	1		
SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3		
SMC 8.12.060	No current list of amusement device locations	3		
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1		
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1		
SMC 10.29.010(A)	Conducting an improper blasting operation	1		
SMC 10.29.030	Heating mechanic	1		
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1		
SMC 10.34.020	Own, operate for-hire vehicle	2		
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non- licensed for-hire driver to operate his or her vehicle	1		

<u>SMC 10.40.040</u>	Owning, operating or maintaining a medical cannabis collective garden pursuant to chapter 69.51A RCW	<u>1</u>
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
Fireworks	1	
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
Fire Code		
IFC 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 5. That SMC section 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
 - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
 - 2. keeping of animals;
 - 3. building relocation;
 - 4. certain contracting;
 - 5. commercial use and sale of fireworks;
 - 6. private or special police;
 - 7. dealing in used goods; ((and))
 - 8. operating for-hire vehicles. The for-hire license shall be issued by the City of Spokane taxes and licenses division to coincide with the issuance of the business registration through the Washington State business license service. The for-hire license will have the same renewal date as the business registration; and
 - <u>9.</u> <u>owning, operating or maintaining a medical cannabis collective garden</u> <u>pursuant to Chapter 61.59A RCW.</u>
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:

- 1. moving buildings;
- 2. operating cable television;
- 3. certain contracting;
- 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
- 5. distributing natural gas;
- 6. maintaining mechanical newspaper vendors;
- 7. parades, special events, and demonstrations;
- 8. operating telephone and telegraph equipment;
- 9. operating sidewalk cafes; and
- 10. doing commercial tree work.

Section 6. That there is adopted a new section 8.02.0233 to chapter 8.02 SMC to read as follows:

8.02.0233 Medical Cannabis Collective Garden Regulatory License

The fee for a medical cannabis collective garden regulatory license under SMC 10.49.040 is ______ dollars to support the regulatory program.

Section 7. <u>Findings</u>. The City Council adopts the preamble to this ordinance as its findings for the enactment of this interim ordinance.

Section 8. <u>Time Period of Interim Regulation Regarding Medical Cannabis</u> <u>Collective Gardens and State-Licensed Marijuana Producers, Processors and Retailers:</u> <u>Amortization Period Runs from Date Hereof.</u>

- A. The interim regulation imposed by this ordinance shall be for a period not to exceed ninety days so as to allow enough time to adequately address the issues described herein.
- B. Pursuant to RCW 36.70A.390, the plan commission shall conduct a public hearing on the interim regulation within sixty days of the adoption of this ordinance. The foregoing notwithstanding, the length of interim regulation may need to be longer than ninety days in such event, the City shall have a hearing

prior to the passage of ninety days and adopt if necessary an extension of the interim regulations adopted herein.

C. The City shall provide an opportunity for a public hearing regarding the adoption of a permanent ordinance. Public notice and participation in accordance with the local government's standard practices should be followed.

Section 9. <u>Repealing Moratorium established pursuant to Ordinance No. C34968</u>. The moratorium on the establishment of medical cannabis collective gardens established pursuant to Ordinance No. C34968 on February 25, 2013 is repealed.

Section 10. <u>Severability</u>. If any provision of this ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, is not affected.

Section 11. <u>Emergency Clause</u>. 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, safety and property and for the immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

PASSED by the City Council on ______.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/3/2013
07/15/2013		Clerk's File #	RES 2013-0054
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	PRO 2013-0018
Contact Name/Phone	GARY NELSON 625-6678	Project #	2013080
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0370-SET FORMATION HEARING-PRINCETON/HEROY ALLEY		

Agenda Wording

Setting LID #2013080 Formation Hearing before the Hearing Examiner for August 13, 2013 at 1:30 PM for Improvements of the Alley Between Princeton Avenue & Heroy Avenue from Addison Street to Standard Street.

Summary (Background)

This department has received a valid petition requesting the formation of this LID. The petition represents 54.17% of the property owners within the assessment district.

Fiscal Impact		Budget Account	
Select \$		#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	BURNS, BARBARA	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA*	areid@spokanecity.org	
Additional Approva	S	rriedinger@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

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BACKGROUND, continued:

Estimated Cost of Improvement	\$ 63,360.00
Engineering Fee	22,176.00
City Clerk	256.59
City Treasurer	2,560.00
Accounting	605.80
Interest	4,118.40
Bonds	142.50
Attorney's Fee	<u>1,419.58</u>
	\$ 94,638.87
Net Assessment to Property Owners	\$ 94,638.87

There are no outstanding L.I.D. assessments.

Projects\2013080\formation agenda

Clerk's File No.: <u>PRO 2013-0018</u> LID No.: 2013080 Hearing date: August 13, 2013 Time: 1:30 PM

RESOLUTION 2013-0054

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- **NOW, THEREFORE**,

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the **Alley Improvements between Princeton Avenue and Heroy Avenue from Addison Street to Standard Street**.

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

All that property described as follows:

LOTS	<u>BLOCK</u>	ADDITION
North half of Vacated Block	21	Lidgerwood Heights Addition
South half of Vacated Block	21	Lidgerwood Heights Addition

Situated in the **NW** Quarter of Section **05**, Township **25**, Range **43** East of the Willamette Meridian.

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **13th** day of **August**, **2013** at **1:30 p.m.**, at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Adopted by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2013080

Description of the assessment district for:

Alley Improvements between Princeton Avenue and Heroy Avenue from Addison Street to Standard Street

All that property described as follows:

LOTS	BLOCK	ADDITION
North half of Vacated Block	21	Lidgerwood Heights Addition
South half of Vacated Block	21	Lidgerwood Heights Addition

Situated in the **NW** Quarter of Section **05**, Township **25**, Range **43** East of the Willamette Meridian.

End of Description.

By: MBM Date: June 14th, 2013

Checked:_____ Date:___/___/

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

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUE	ALLEY PAVE
	FROM ADDISON STREET TO STANDARD STREET	

ESTIMATED COST OF IMPROVEMENT\$	63,360.00
DESIGN AND INSPECT EXPENSE\$	22,176.00
CITY CLERK EXPENSE\$	256.59
TREASURER EXPENSE\$	2,560.00
ACCOUNTING EXPENSE\$	605.80
INTEREST EXPENSE\$	4,118.40
BONDS EXPENSE\$	142.50
LEGAL EXPENSE\$	1,419.58
ESTIMATED PROJECT SALES TAX\$.00
TOTAL ESTIMATED PROJECT COST\$	94,638.87

TOTAL ESTIMATED NET PROJECT ASSESSMENT.....\$ 94,638.87

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

2

PBWK FILE	PROJECT DESCRIPTI	ION			
2013080 LID				N STREET TO STANDARD STREET	10.74
1 PARCEL-NO L	EGAL-DESCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0901 / 35052.0901 I	IDGERWOOD PK E50FT OF			E 558 PRINCETON AV	Y
TAXPAYER	OWNER/PURCHAS		1202001211	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
RAYMOND, PAUL & MARCIA S E 558 PRINCETON AVE SPOKANE WA 99207-:	RAYMOND, PAUL E 558 PRINCET 565USA SPOKANE WA	& MARCIA S ON AVE 99207-1565USA	3,943.28		3,943.28
	FCALDESCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0902 / 35052.0902				E 554 PRINCETON AV	У
TAXPAYER	OWNER/PURCHAS		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WHEATLEY, CHRISTINA L E 554 PRINCETON AVE SPOKANE WA 99207	WHEATLEY, CHU E 554 PRINCE SPOKANE WA	RISTINA L FON AVE 99207	3,943.28		3,943.28
DARGHI NO	TEGAL DESCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0903 / 35052.0903				E 548 PRINCETON AV	N
TAXPAYER	OWNER/PURCHA		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
STOREY, SHANNA S 12010 QUAIL CREEK LN SPOKANE WA 99224	CHRISTENSEN, S 12010 QUAI SPOKANE WA	S D L CREEK LN 99224	3,943.28		3,943.28
	LEGAL-DESCRIPTION			PARCEL ADDRESS	P-STGN
05532-0904 / 35052.0904		OF E200FT OF N1/2 B21		E 544 PRINCETON AV	N
TAXPAYER	OWNER/PURCH		DISTRICT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BERUBE, JAMES A & ANN M PO BOX 662 SPOKANE VALLEY WA 99037	BERUBE, JAMI PO BOX 66: SPOKANE VAL	LEY WA 99037	3,943.29		3,943.29
	LEGAL-DESCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0905 / 35052.0905				E 538 PRINCETON AV	Ŷ

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

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	PBWK FILE	PROJECT DESCRIPTION			
2	2013080 LID	ALLEY BETWEEN PRINCETON AVENU	E AND HEROY AVENUEFROM ADDI	SON STREET TO STANDARD STREET	
BRES					
			DISTRICT		TOTAL
TAX	PAYER	OWNER/PURCHASER	ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENT
WORI	MELL, BARRETT L & DOROTHY	J WORMELL, BARRETT L & DOROT	HY J 3,943.29		3,943.29
E 53	38 PRINCETON AVE	E 538 PRINCETON AVE			
	KANE WA 99207	SPOKANE WA 99207			*****
		SAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
6		JAL-DESCRIPTION			
		DGERWOOD PK W50FT OF E300FT OF N1		E 532 PRINCETON AV	N
			DISTRICT		TOTAL
TAX	PAYER	OWNER/PURCHASER	ASSESSMENT		ASSESSMENT
					3,943.29
		NA EDWARD, EVONNE C / VEE, RO	DNALD 3,943.29		5, 545.25
	812 LEHMAN RD	N 8812 LEHMAN RD 59USA SPOKANE WA 99208			
		59USA SPOKANE WA 99208			***************
7	PARCEL-NO LE	GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
́					
055	32-0907 / 35052.0907 LI	DGERWOOD PK E100FT OF W300FT OF H	N1/2 B21	E 524 PRINCETON AV	N
					TOTAL
			DISTRICT		TOTAL
	IPAYER	OWNER/PURCHASER		SPECIAL ASSESSMENTS	ASSESSMENT
			7,886.56		7,886.56
	RLEY, PATRICK 3006 VALLEYWAY AVE	MORLEY, PATRICK E 8006 VALLEYWAY AVE	,,		
		58 SPOKANE VALLEY WA 99212-	2858		
в		GAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
055	532-0908 / 35052.0908 LI	DGERWOOD PK E50FT OF W200FT OF N	11/2 B21	E 518 PRINCETON AV	Y
					TOTAL
		OWNER/PURCHASER	DISTRICT		10111
TA	KPAYER			SPECIAL ASSESSMENTS	ASSESSMENT
			ASSESSMENT	SPECIAL ASSESSMENTS	
			ASSESSMEN1 		
BE	RTRAM, TONI C	BERTRAM, TONI C			
BE E	RTRAM, TONI C 518 PRINCETON AVE				
BE E SP	RTRAM, TONI C 518 PRINCETON AVE OKANE WA 99207	BERTRAM, TONI C E 518 PRINCETON AVE	3,943.29		3,943.29
BE: E SP ==== 9	RTRAM, TONI C 518 PRINCETON AVE OKANE WA 99207 PARCEL-NO LI	BERTRAM, TONI C E 518 PRINCETON AVE SPOKANE WA 99207 EGAL-DESCRIPTION	3,943.29	PARCEL ADDRESS	3,943.29 P-SIGN
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BE: 5P === 9	RTRAM, TONI C 518 PRINCETON AVE OKANE WA 99207 	BERTRAM, TONI C E 518 PRINCETON AVE SPOKANE WA 99207 EGAL-DESCRIPTION	3,943.29	PARCEL ADDRESS	3,943.29 P-SIGN
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BE 5P === 9 05	RTRAM, TONI C 518 PRINCETON AVE OKANE WA 99207 PARCEL-NO LI 532-0909 / 35052.0909 Li	BERTRAM, TONI C E 518 PRINCETON AVE SPOKANE WA 99207 EGAL-DESCRIPTION IDGERWOOD PK E55FT OF W150FT OF N	3,943.29	PARCEL ADDRESS	3,943.29 P-SIGN N TOTAL
BE 5P === 9 05 TA	RTRAM, TONI C 518 PRINCETON AVE OKANE WA 99207 PARCEL-NO LJ 532-0909 / 35052.0909 L XPAYER	BERTRAM, TONI C E 518 PRINCETON AVE SPOKANE WA 99207 EGAL-DESCRIPTION IDGERWOOD PK E55FT OF W150FT OF N OWNER/PURCHASER	3,943.29 N1/2 B21 DISTRICT ASSESSMENT	PARCEL ADDRESS E 514 PRINCETON AV	3,943.29 P-SIGN N TOTAL ASSESSMENT
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CITY OF SPOKANE PUBLIC WORKS DEPARTMENT

***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE	PRO	JECT DESCRIPTION				
2013080 LID					STREET TO STANDARD STREET	
10 PARCEL-NO	LEGAL-DES	CRIPTION			PARCEL ADDRESS	P-SIGN
05532-0910 / 35052.0910					E 508 PRINCETON AV	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WEINSTOCK, SAMUEL E 508 PRINCETON AVE SPOKANE WA 9920		WEINSTOCK, SAMUEL E 508 PRINCETON AVE		3,943.29		3,943.29
	LEGAL-DES	CRIPTION			PARCEL ADDRESS	P-SIGN
05532-0911 / 35052.0911				******************	E 504 PRINCETON AV	ч
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GIEBEL, RITA S E 504 PRINCETON AVE SPOKANE WA 9920	7-1565USA	GIEBEL, RITA S E 504 PRINCETON AVE SPOKANE WA	99207-1565USA	3,943.29		3,943.29
12 DARCEL-NO	LEGAL-DE	SCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0912 / 35052.0912					E 507 HEROY AV	N
TAXDAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SMITH, BUDDY R E 507 HEROY AVE SPOKANE WA 9924	17-1535USA	SMITH, BUDDY R E 507 HEROY AVE SPOKANE WA	99207-1535USA	7,886.56		7,886.56
13 PARCEL-NO		SCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0915 / 35052.091			FT OF S1/2 B21	x [*] .	E 527 HEROY AV	У
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FELDHUSEN, GREG & MARY W 3424 DALKE AVE	KAY	FELDHUSEN, GREG & W 3424 DALKE AVE SPOKANE WA		3,943.29		3,943.29
SPOKANE WA 992	*****	ESCRIPTION			PARCEL ADDRESS	P-SIGN
05532-0916 / 35052.091					E 533 HEROY AV	¥

06/26/13 11:38 AM

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

PBWK FILE	PROJECT DESCRIPTION				
2013080 LID				SON STREET TO STANDARD STREET	
*******************************	***************************************			***************************************	************
TAXPAYER	OWNER/PURCHASER		DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PENMAN FAMILY LIVING TRUS	T PENMAN FAMILY LIVING		3,943.29		3,943.29
E 533 HEROY AVE	E 533 HEROY AVE				
SPOKANE WA 99207-		99207-1535USA			
DARCEL-NO	LEGAL-DESCRIPTION			PARCEL ADDRESS	P-SIG
	LIDGERWOOD PK W50FT OF E250F			E 539 HEROY AV	У
			DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER		ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMENI
			3,943.29		3,943.29
MCKINLEY, CORY R E 539 HEROY AVE	MCKINLEY, CORY R E 539 HEROY AVE		5,520125		
SPOKANE WA 99205		99205			
6 PARCEL-NO	LEGAL-DESCRIPTION			PARCEL ADDRESS	P-SI
	LIDGERWOOD PK W50FT OF E200F			E 543 HEROY AV	Y
05532-0918 / 35052.0916	HIBGERWOOD IN MOUT OF DECC				
			DISTRICT	SPECIAL ASSESSMENTS	TOTAL ASSESSMEN
TAXPAYER	OWNER/PURCHASER				
HIIBNER, ROBERT	HIIBNER, ROBERT		3,943.29		3,943.2
E 543 HEROY AVE SPOKANE WA 99207	E 543 HEROY AVE -1535USA SPOKANE WA	99207-1535USA			
		***************		PARCEL ADDRESS	P-SI
L7 PARCEL-NO	LEGAL-DESCRIPTION				
	LIDGERWOOD PK W50FT OF E150	FT OF S1/2 B21		E 547 HEROY AV	Ч
			DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER		ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSMEN
INGRAM, MICHAEL	INGRAM, MICHAEL		3,943.29		3,943.2
PO BOX 18331	PO BOX 18331				
SPOKANE WA 99228	SPOKANE WA	99228			
18 PARCEL-NO	LEGAL-DESCRIPTION			PARCEL ADDRESS	P-S.
	LIDGERWOOD PK W50FT OF E100			E 553 HEROY AV	Ŷ
			DISTRICT		TOTAL
TAXPAYER	OWNER/PURCHASER		ASSESSMENT	SPECIAL ASSESSMENTS	ASSESSME
			3,943.29		3,943.3
APATANG, DERICK T E 553 HEROY AVE	APATANG, DERICK T E 553 HEROY AVE		3,943.29		3,943.

LDRP11

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

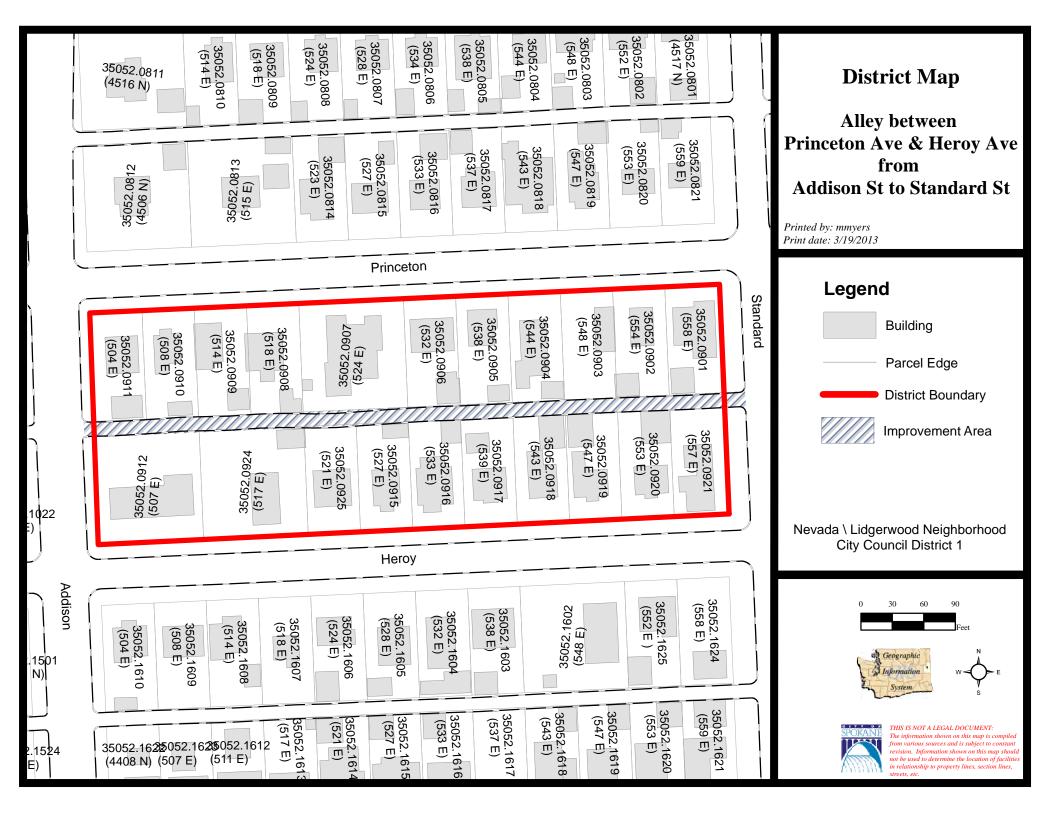
	OJECT DESCRIPTION LEY BETWEEN PRINCETON AVENUE AND HEROY	AVENUEFROM ADDISON	STREET TO STANDARD STREET	******
19 PARCEL-NO LEGAL-DE	SCRIPTION		PARCEL ADDRESS	P-SIGN
05532-0921 / 35052.0921 LIDGERWO	OD FK E50FT OF S1/2 B21		E 557 HEROY AV	N
TAXPAYER	OWNER/ I ORGINEDER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HINKLEY, AMANDA M E 557 HEROY AVE SPOKANE WA 99207-1535USA	HINKLEY, AMANDA M E 557 HEROY AVE SPOKANE WA 99207-1535USA	3,943.29		3,943.29
20 PARCEL-NO LEGAL-DE			PARCEL ADDRESS	P-SIGN
	OOD PK PT OF B21 E50FT OF W150FT OF S1/ DFT OF S1/2			N
TAXPAYER	OWNER/PURCHASER		SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MILLER, GREGORY G W 404 THOMAS MORE WAY SPOKANE WA 99206	MILLER, GREGORY G W 404 THOMAS MORE WAY SPOKANE WA 99206	7,886.56		7,886.56
21 PARCEL-NO LEGAL-DI	ESCRIPTION		PARCEL ADDRESS	P-SIGN
	OOD PARK ADD E50FT OF W250FT OF S1/2		E 521 HEROY AV	У
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MARTIN, DAVID W E 521 HEROY AVE SPOKANE WA 99207	MARTIN, DAVID W E 521 HEROY AVE SPOKANE WA 99207	3,943.29		3,943.29

- 22

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

PBWK FILE	PROJECT DESCRIPTION
2013080 LID	ALLEY BETWEEN PRINCETON AVENUE AND HEROY AVENUEFROM ADDISON STREET TO STANDARD STREET

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



SPOKANE Agenda Sheet	Date Rec'd	7/3/2013	
07/15/2013		Clerk's File #	RES 2013-0055
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	PRO 2013-0019
Contact Name/Phone	GARY NELSON 625-6678	Project #	2013113
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0370-SET FORMATION HEARING-POPLAR STREET		

Agenda Wording

Setting LID #2013113 Formation Hearing before the Hearing Examiner for August 13, 2013 at 2:30 PM for the Street, Storm, Sewer and Water Improvements in Poplar Street from 16th Avenue to 15th Avenue and 15th Avenue from U.S. 195 to Latah Creek Park.

Summary (Background)

This department has received a valid petition requesting the formation of this LID. The petition represents 67.36% of the property owners within the assessment district.

Fiscal Impact		Budget Account	
Select \$		#	
Approvals		Council Notification	IS
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	BURNS, BARBARA	lhattenburg@spokanecity.	.org
<u>For the Mayor</u>	SANDERS, THERESA*	areid@spokanecity.org	
Additional Approval	<u>S</u>	rriedinger@spokanecity.or	rg
Purchasing		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

Page 2

BACKGROUND, continued:

Estimated Cost of Improvement Engineering Fee City Clerk City Treasurer Accounting Interest Bonds Attorney's Fee Estimated Project Sales Tax	\$ 294,932.06 126,820.78 256.59 1,900.00 2,819.93 19,193.20 420.00 4,169.53 <u>348.00</u>
	\$ 450,860.09
10-Year Street Bond	172,891.26
Net Assessment to Property Owners	\$ 277,968.83

There are no outstanding L.I.D. assessments.

Projects\2013113\formation agenda

Clerk's File No.: <u>PRO 2013-0019</u> LID No.: 2013113 Hearing date: August 13, 2013 Time: 2:30 PM

RESOLUTION 2013-0055

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- **NOW, THEREFORE**,

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the Street, Storm, Sewer and Water Improvements in Poplar Street from 16th Avenue to 15th Avenue and 15th Avenue from U.S. 195 to Latah Creek Park.

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

All that property described as follows:

LOTS	<u>BLOCK</u>	ADDITION
13 – 14 & a portion of 15 & 16	В	Queen Anne Addition
5 – 9	С	Queen Anne Addition
12 - 13 & a portion of 10, 11, & 14	E	Queen Anne Addition
1 - 7 & 12 - 15	F	Queen Anne Addition

Situated in the **NW** Quarter of Section **25**, Township **25**, Range **42** East of the Willamette Meridian.

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane

Falls Boulevard, on the **13th** day of **August**, **2013** at **2:30 p.m.**, at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Adopted by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2013113

Description of the assessment district for:

Street Improvements in Poplar Street from 16th Ave to 15th Ave & 15th Avenue from US 195 to Latah Creek Park

All that property described as follows:

<u>LOTS</u>	BLOCK	ADDITION
13 – 14 & a portion of 15 & 16	В	Queen Anne Addition
5 - 9	С	Queen Anne Addition
12 -13 & a portion of 10, 11, & 14	E	Queen Anne Addition
1 - 7 & 12 - 15	F	Queen Anne Addition

Situated in the **NW** Quarter of Section **25**, Township **25**, Range **42** East of the Willamette Meridian.

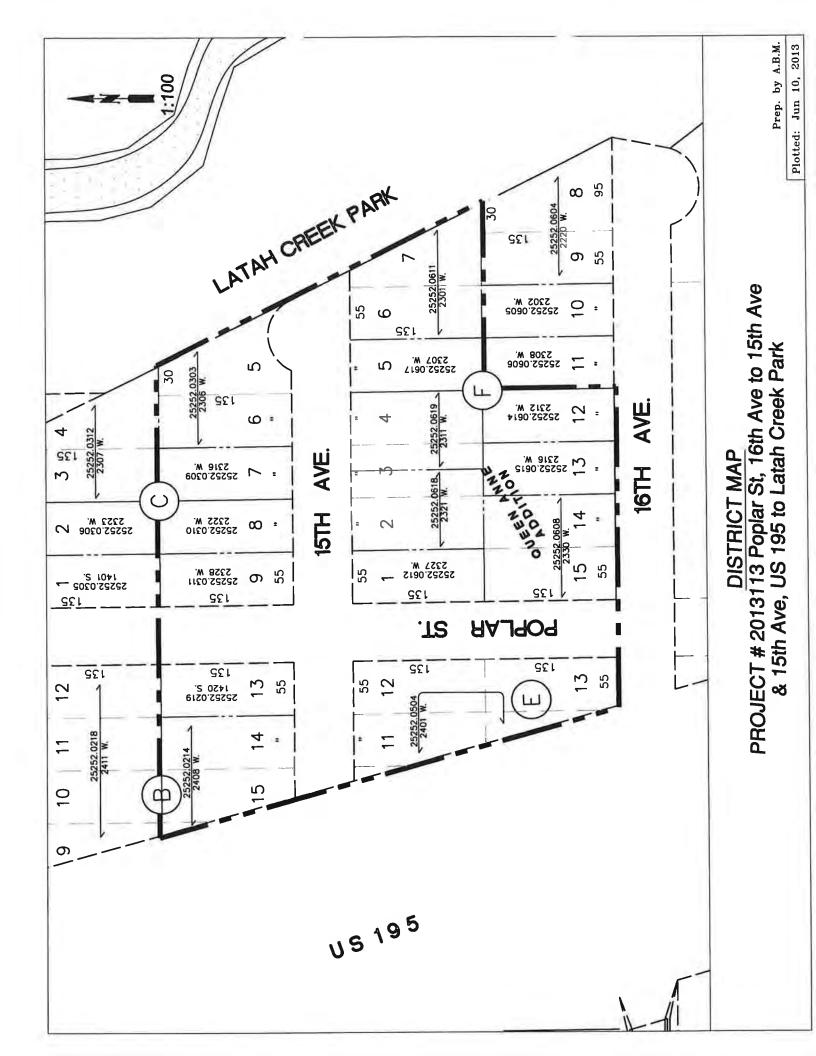
End of Description.

By: MBM Date: June 10th, 2013

Checked:_____ Date:___/__/

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

FILE PROJECT DESCRIPTION _____ 2013113 LID POPLAR STREET FROM 16TH AVENUE TO 15TH AVENUE; 15TH AVENUE FROM US 195 TO LATAH CREEK PARK _____ PROJECT DESCRIPTION FILE IMPROVEMENT TYPE -----_____ -----2013113 LID POPLAR STREET FROM 16TH AVENUE TO 15TH STREETSTORM AVENUE; 15TH AVENUE FROM US 195 TO LATAH WATERSEWER **CREEK PARK** ESTIMATED COST OF IMPROVEMENT \$ 294,932.06 ENGINEERING FEE 126,820.78 CITY CLERK 256.59 CITY TREASURER 1,900.00 ACCOUNTING 2,819.93 INTEREST 19,193.20 BONDS 420.00 ATTORNEY'S FEE 4,169.53 ESTIMATED PROJECT SALES TAX 348.00 TOTAL PROJECT COST \$ 450,860.09 172,891.26 **10-YEAR STREET BOND** TOTAL NET PROJECT ASSESSMENT \$ 277,968.83



SPOKANE Agenda Sheet	Date Rec'd	6/26/2013		
07/08/2013		Clerk's File #	ORD C35009	
		Renews #		
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #		
Contact Name/Phone	TERI STRIPES 625-597	Project #		
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #		
Agenda Item Type	a Item Type First Reading Ordinance			
Agenda Item Name	0650-AMENDING ORDINANCE NO. C34813-NEPDA			

Agenda Wording

An ordinance relating to the Northeast Public Development Authority; amending Ordinance No. C-34813.

Summary (Background)

On May 10, 2013 the NEPDA Board approved a Charter amendment that reverts the charter back to its original language.

Fiscal Impact		Budget Account	
Select \$		#	
Approvals		Council Notification	ons
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	<u>Other</u>	PCED 6/17/13
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.or	g
For the Mayor	SANDERS, THERESA	tstripes@spokanecity.or	g
Additional Approval	S		
Purchasing			

ORDINANCE NO. C35009

AN ORDINANCE relating to the Northeast Public Development Authority; amending Ordinance No. C34813.

WHEREAS, on December 12, 2011, the City Council approved Ordinance No. C34813 creating the Northeast Public Development Authority (NEPDA), which authorized a charter and bylaws for the NEPDA; and

WHEREAS, Article IX Section 9 of the NEPDA Charter provides that amendments to the Charter must adopted by the NEPDA Board of Directors and subsequently submitted to the City Council for approval by ordinance; and

WHEREAS, on May 10, 2013, the NEPDA Board of Directors approved the Charter amendment set forth in this ordinance; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That Article IV of the charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C34813 is amended to read as follows:

ARTICLE IV

Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 and Chapter 4.25 SMC, to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within ((City Council District No. 1 ef)) <u>or outside of</u> the City of Spokane, Spokane County in order to assist the City in its ability to improve the economic conditions in the urban areas in and around the City. To the extent appropriate and consistent with the needs and objectives of the City, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

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

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

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane Briefing Paper Northeast Public Development Authority

Planning & Development Services June 17, 2013

Subject

Northeast Public Development Authority (NEPDA) Charter Amendment that will be coming forward for Council approval

Background

Mayor and City Council established northeast Development Advisory Board (NEDAB) and Stakeholder Leaders in October 2010 to assist the City in implementing its target area development strategies. Fourteen board members were appointed soon after.

City of Spokane created by ordinance (C-34813) the Northeast Public Development Authority, December 12, 2011.

In 2012, the NEDAB and Stakeholder Leaders worked with a consultant to create a vision, mission statement, guiding principles and action strategies for the NEPDA. This strategy document was created with the guidance and assistance of many from the greater Hillyard community and the foundational work they have done - including the award winning GHNEPA Neighborhood Plan completed in 2010.

In October 2012, the NEPDA board members were appointed and entrusted with the implementation of the action strategies.

The Action Strategy maps out the role for NEPDA as it enters the start-up phase (6-9 months) and in the near-term (10-24 months). A Public Development Authority ("PDA") acts as a market catalyst, creating and enhancing development opportunities. Actions included in this Strategy address two main objectives: Building organizational capacity and Setting the stage for area economic development.

In February 2013, City Council approved the NEPDA board approved interlocal/operating agreement.

May 10, 2013, NEPDA board approved a Charter amendment that reverts the charter back to its original language – see attached. At the time of NEPDA formation, PDAs were not an actively used economic development tool and Council felt it was necessary to add district type parameters by amending the charter to include its actions only within Council District one. With the subsequent creation of the University District PDA in 2012, there is a better understanding of how a PDA functions. Annually, the Interlocal Agreement and work plan spells out the work to be accomplished by NEPDA and this contract agreement is then approved by the Mayor and Council.

Recommendations

PDAs implement development/redevelopment strategies within a targeted area. Because the University District is also within Council District one and because the NEPDA wants to keep its focus on the Northeast Industrial target area and not Northtown, Hamilton, etc. the desire is to remove the district parameters. This change allows the PDA to also plan for the urban growth area, work more closely with WSDOT on the NSC as well as celebrate the successes of those anchor businesses within the County, such as URM's recent success and expansion.

SPOKANE Agenda Sheet	Date Rec'd	6/26/2013	
07/08/2013		Clerk's File #	ORD C35010
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MATTHEW 835-5965	Project #	
	FOLSOM		
Contact E-Mail	MFOLSOM@SPOKANECITY.ORG	<u>Bid #</u>	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0500-16A.61.562 PARKING NON-PASSENGER VEHICLES IN RESIDENCE ZONES		

Agenda Wording

AN ORDINANCE relating to parking non-passenger vehicles in residence zones; amending SMC section 16A.61.562 to remove undefined standard of "habitual parking" replacing with a precise and measurable guideline.

<u>Summary (Background)</u>

The ordinance currently requires a finding of "habitual parking." This term is vague and undefined by statute making it difficult to enforce in the field and to defend in court. Our law enforcement and prosecuting authority recommend replacing "habitual parking" with "for longer than four continuous hours for active loading or unloading: and "overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful."

Fiscal Impact		Budget Account
Select \$		#
Approvals		Council Notifications
Dept Head	BURNS, BARBARA	Study Session
Division Director		Other
<u>Finance</u>	LESESNE, MICHELE	Distribution List
Legal	BURNS, BARBARA	
For the Mayor	SANDERS, THERESA	
Additional Approvals		
Purchasing		

ORDINANCE NO. C35010

AN ORDINANCE relating to parking non-passenger vehicles in residence zones; amending SMC section 16A.61.562.

The City of Spokane does ordain:

Section 1. That SMC 16A.61.562 is amended to read as follows:

16A.61.562 Parking Non-passenger Vehicles in Residence Zones

((No street right-of-way in an "R" zone of the City of Spokane, or which is the boundary of any "R" zone, shall be used for the habitual parking of any auto stage, farm vehicle, for-hire vehicle, limousine, motor home, motor truck, private carrier bus, road tractor, semitrailer, trailer, park trailer, travel trailer, tractor, truck, truck tractor, boat, or any other commercial vehicle. This section does not prohibit on-street parking of a passenger vehicle, motorcycle, or motor-driven cycle.))

It is unlawful to park any auto stage, farm vehicle, for-hire vehicle, limousine, motor home, motor truck, private carrier bus, road tractor, semi-trailer, trailer, park trailer, travel trailer, tractor, truck, truck tractor, boat, or any other commercial vehicle on a street right-of-way in an "R" zone of the City of Spokane, or which is the boundary of any "R" zone for longer than four continuous hours for active loading or unloading. Overnight parking between the hours of nine p.m. and seven a.m. is also unlawful.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER City of Spokane City Legal/City Prosecutor's Office PUBLIC SAFETY COMMITTEE June 17, 2013

<u>Subject</u>

Amending SMC 16A.61.562 to remove the undefined standard of "habitual parking" and to replace it with "for longer than four continuous hours for active loading or unloading" and "overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful."

Background

SMC 16A.61.562 deals with parking non-passenger vehicles in residence zones. This section of code prevents regular parking of commercial vehicles in non-commercial residence zones. The ordinance currently requires a finding of "habitual parking." Unfortunately, the term "habitual" is vague and undefined by statute (there is no statutory definition for "habitual" in the SMC, RCW or WAC).

Including this uncertain term as the basis for citing commercial parking in residence zones makes SMC 16A.61.562 difficult to enforce in the field and even more difficult to defend in court. Our law enforcement and prosecuting authority recommend removing the unenforceable "habitual parking" standard and replacing it with a precise and measurable guideline.

Amending SMC 16A.61.562 to include "for longer than four continuous hours for active loading or unloading" and "overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful" will result in a clear and defined ordinance that our citizens can readily understand and that law enforcement can enforce.

<u>Impact</u>

Amending SMC 16A.61.562 to remove "habitual parking" and replace it "for longer than four continuous hours for active loading or unloading" and "overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful" will make the non-passenger vehicles parking in residence zones ordinance clear for the public and enforceable for law enforcement.

The intent of this ordinance, preventing commercial vehicles to regularly park in residential areas, will be better served with clearly defined and measurable guidelines.