

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 8, 2014

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 CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

VACANT-COUNCIL DISTRICT 3, POSITION 1

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|---------------------|------------------------------|
| 1. | Low bid meeting specifications of Gicon Pumps & Equipment (Abernathy, TX) for the purchase of one Head Vertical Line Shaft Pump for the Five Mile Pump Station—\$38,392.84 (incl. tax). | Approve & Authorize | OPR 2014-0605
BID 4044-14 |
| 2. | Additional purchases by Fleet Services of: | Approve All | |
| | a. One service body with crane from Freedom Truck Centers (Spokane, WA), as a replacement unit for the Riverside Park Water Reclamation Facility—\$56,003.33 (incl. tax). | | OPR 2008-1050
Bid 3527-08 |
| | b. One 2015 Freightliner M2-106V truck cab & chassis from Freedom Truck Centers (Spokane, WA) for the Sewer Department—\$102,373.08 (incl. tax). | | OPR 2010-0585
BID 3709-10 |
| 3. | Escrow Agreement for property in conjunction with the construction of the Ben Burr Trail for an amount not to exceed \$175,000, which includes acquisition and all closing costs. | Approve | OPR 2014-0606 |

- | | | | |
|-----|---|----------------|--------------------------------------|
| 4. | Change Order No. 1 to Contract with Rob's Demolition (Spokane, WA) for demolition of the building located at 407 North Perry Street—increase of \$25,499.98 + tax for asbestos abatement. Total Contract Amount: \$55,392.48 + tax. | Approve | OPR 2014-0386
ENG 2005264 |
| 5. | Change Order No. 1 to Contract with Rob's Demolition (Spokane, WA) for demolition of the building located at 1418 East Trent Avenue—increase of \$18,374.70 + tax for asbestos abatement. Total Contract Amount: \$61,669.91 + tax. | Approve | OPR 2014-0387
ENG 205264 |
| 6. | Contract with ACI Coatings, LLC (Spokane, WA) for installation of elastomeric deck coating system at City Hall; sidewalk, terrace and parking deck—\$54,555.25. | Approve | OPR 2014-0607 |
| 7. | Accept awards from Housing and Urban Development Continuum of Care Program and authorize the Community Housing and Human Services Department to enter into contracts with multiple non-profit agencies—\$597,905 revenue. | Approve | OPR 2014-0608 |
| 8. | Contract with Planet Technologies (Germantown, MD) to install the CRM 311 Service Accelerator, convert all current solutions into CRM 311 application, develop/install/test new CRM applications, provide hands-on advanced training and configure CRM applications for new City web site—\$74,894.30 (incl. tax). | Approve | OPR 2014-0609 |
| 9. | Last of four one-year extensions to Master Contract with Cochran Technologies (Spokane Valley, WA) for design, products, installation and testing of Inside-Plant Communications Infrastructure from September 1, 2014 through August 31, 2015—\$100,000 maximum. | Approve | OPR 2010-0671 |
| 10. | Second amendment to Original Development Agreement with Inland Pacific Development, LLC. regarding Cheltenham Development. | Approve | OPR 2009-0625 |
| 11. | Interlocal Agreement with the City of Cheney for solid waste disposal services at the Waste to Energy Plant for a term of seven years, with three one-year extension options—\$2,800,000 revenue. | Approve | OPR 2014-0610 |

12. One-year contract renewal with Anatek Labs, Inc. (Spokane, WA) to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste, Water and Wastewater Departments—Estimated expenditure \$60,792. Approve OPR 2011-0749
BID 3807-11
13. Report of the Mayor of pending: Approve & Authorize
Payment CPR 2014-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2014, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____: _____.
- CPR 2014-0003

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35142 amending Ordinance No. C35062 passed the City Council November 25, 2013, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35142 Development Services Center Fund
FROM: Unreserved Fund Balance, \$29,500;
TO: Contractual Services, same amount.

This action adds a new position for a certified combo inspector in the Development Services Center.

NO EMERGENCY ORDINANCES

RESOLUTION

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0093** Providing for the use of vehicle mounted License Plate Recognition Technology by the Parking Enforcement Program.

FINAL READING ORDINANCES

(Requires Four Affirmative, Recorded Roll Call Votes)

- ORD C35135** Relating to the establishment of an abandoned property registration program; adopting new sections 8.02.0675 to Chapter 8.02 and 17F.070.520 to Chapter 17F.070 of the Spokane Municipal Code. (Deferred from August 18, 2014, Agenda)
- ORD C35139** Relating to gross misdemeanor penalty provisions; amending Spokane Municipal Code Sections 1.02.950, 10.02.021, 10.07.021, 10.08.250, 10.11.010 and 10.20.010.
- ORD C35140** Relating to false alarms; amending Spokane Municipal Code Section 10.48.220.
- ORD C35141** Relating to crosswalks; amending Spokane Municipal Code Section 17H.010.210 and adopting a new Section 17H.010.215 to Chapter 17H.010 of the Spokane Municipal Code.

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35143** Relating to the creation of a Domestic Violence Prevention fund; adopting a new Section 7.08.149 to Chapter 7.08 of the Spokane Municipal Code.
- ORD C35144** Relating to domestic violence victim discrimination; amending Spokane Municipal Code Sections 1.06.010, 1.06.020, 1.06.030, and 1.06.090.
- ORD C35145** Relating to Public Utilities Sewer rates; amending Spokane Municipal Code 13.03.1208.
- ORD C35146** Relating to the establishment of a Pilot Urban Utility Installation Project; adopting a new Section 8.10.230 to Chapter 8.10 of the Spokane Municipal Code.
- ORD C35147** Relating to public works bid requirements; amending Spokane Municipal Code Section 7.06.130.

- ORD C35148 Relating to the Code of Ethics; adopting a new Chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code.
- ORD C35149 Relating to parking time limits and vehicle immobilization and impoundment procedures.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for September 8, 2014
(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 September 8, 2014, Regular Legislative Session of the City Council is adjourned to September 15, 2014.

NOTES

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0605

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

JIM SAKAMOTO 625-7854

Project #**Contact E-Mail**

JSAKAMOTO@SPOKANECITY.ORG

Bid #

BID #4044-14

Agenda Item Type

Purchase w/o Contract

Requisition #

RE #16996

Agenda Item Name

4100 - WATER PURCHASE OF FIVE MILE PUMP STATION PUMP

Agenda Wording

Low bid meeting specifications of Gicon Pumps & Equipment (Abernathy, TX) for the purchase of one (1) Head Vertical Line Shaft Pump for the Five Mile Pump Station - \$38,392.84 including tax

Summary (Background)

On August 11, 2014 sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with a pump for the Five Mile Pump Station. Five (5) responses were received with Gicon Pump & Equipment being the lowest responsive bidder.

Fiscal Impact**Budget Account**

Expense \$ 38,392.84

4100-42490-94000-56501-15712

Select \$

#

Select \$

#

Select \$

#

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

KEGLEY, DANIEL

Study Session

PWC 8/25/14

Division Director

ROMERO, RICK

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

WHALEY, HUNT

TPRINCE

For the Mayor

SANDERS, THERESA

MNANDAGOPAL

Additional Approvals

WATERACCOUNTING

Purchasing

PRINCE, THEA

TAXES & LICENSE

BRIEFING PAPER
Public Works Committee
Water Department
August 25, 2014

Subject

The Purchase of one (1) Head Vertical Line Shaft Pump from Gicon Pumps & Equipment, Inc., Abernathy Texas; as per BID# 4044-14, \$38,392.84 (including tax).

Background

On Monday August 11, 2014 sealed bids were opened to provide the Water Department with a pump for the Five Mile Pump Station. Five (5) bids were received; the Water Department chose to accept the lowest conforming to specifications bid from Gicon Pumps & Equipment for (1) 2,500 gpm pump, 320ft Head Vertical Line Shaft Pump with Premium Efficiency Electric Motor.

Impact

This purchase will provide for increased energy efficiency, in the Five Mile Pump Station.

Action

Recommend approval

Funding

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

FIVE-MILE PUMP STATION PUMP
BID #4044-14 OPEN: 8/11/14

	APSCO LLC PO Box 2639 Kirkland WA 98083	Gicon Pumps & Equip. 17922 N I-27 Abernathy TX 79311	Agricultural Services PO Box 627 Blackfoot ID 83221	Beckwith & Kuffel 1313 South 96 th St. Seattle WA 98108	HD Fowler Company 6625 E Sharp Avenue Spokane WA 99212
One (1) 2,500 gpm, 320 ft Head Vertical Line Shaft Pump w/Premium Efficiency Electric Motor	\$52,387.00	\$35,320.00	\$63,050.00	\$79,942.00	\$65,710.00
Sales Tax – 8.7%	\$ 4,557.70	\$ 3,072.84	\$ 5,485.35	\$ 6,954.95	\$ 51716.77
TOTAL BID:	\$56,944.70	\$38,392.84	\$68,535.35	\$86,896.95	\$71,426.77
2,500 Pump Efficiency: Motor Efficiency:	82% 300hp/94.5%	82% 250hp/94.5%	83% 300hp/95.8%	85% 250hp/94.5%	83.7% 250hp/94.5%
Exceptions to Specifications	<p>Operating Conditions – Pump 1: Flowserve guarantees one (1) rated design point at rull rated speed, within the performance tolerances established by the Hydraulic Institute. Pump acceptance shall be based upon factory performance testing.</p> <p>Pump Construction - #4 BOWL – Exception to 2.19 in minimum required pump shaft. Quoted model has a pump shaft size of 1.69 in., which is rated to handle the maximum</p>				

	<p>horsepower for this application.</p> <p>Barrel – Bowl assembly is shipped assembled. Column pipe, lineshaft and discharge head must be attached during installation. Pumps longer than 20 ft tend to be damaged during shipment.</p>		<p>Operating Conditions – We will supply an American-Marsh pump 14HCR 4 Stage</p> <p>Pump Construction – The impellers will be constructed of 304 SST. ASTM-A296</p>	<p>Pump Construction – 3. Suction – Sand Collars will be made of 304SS</p> <p>7. Painting – Coating will be applied to OD Bowl Surface, OD and ID Column surface, and ID of head Surface.</p> <p>Discharge Head Assembly – 2. Stuffing Box – Packing gland will be split bronze.</p> <p>Bid Documents</p> <p>Orders requiring customer approval of factory certified tests may be subject to a charge if tests are not approved within 2 weeks of factory submittal date. Performance test speeds will be determined by Xylem Inc. Engineering Department due to NPSH. Limitations and to protect lab equipment and personnel.</p> <p>For units requiring performance tests, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted in the</p>	
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				selection software submittal documents. Test results meeting with grade 2B tolerance for pumps with a rated shaft power of 134HP or less and grade 1B or greater than 134HP will be considered passing.	<p>Robboco Pumps – 14MHE-4STG w/250hp 460v 3ph 60Hz Motor, Bowl assembly, Column assembly and Fabricated steel discharge head submitted</p> <p>Operating Conditions – 2500 US GPM @326’ TDH, 83.7% efficiency rating, 9.88” impeller, NPSHr 31.2 ft, 1800 rpm speed submitted</p> <p>Bid Documents - Robboco will not be submitting a statement guaranteeing performance or efficiency</p>
Delivery of Pumps & Motors	150 days FRO	85 days FRO	28 days FRO	95-115 days FRO	100 days FRO
Business License Number	603-168-092	L0950484	Will be acquired upon award of bid	T11001357BUS	179 016 679
Supplier accept credit card	NO	YES	NO	NO	NO
Additional Purchases	YES up to 90 days after bid date	YES	NO	NO	NO

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

09/08/2014

<u>Date Rec'd</u>	8/27/2014
<u>Clerk's File #</u>	OPR 2008-1050
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #3527-08
<u>Requisition #</u>	RE #17030

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	GENE JAKUBCZAK 625-7865
<u>Contact E-Mail</u>	GJAKUBCZAK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-FLEET SERVICES PURCHASE OF ADD'L SERVICE BODY

Agenda Wording

Additional purchase of one (1) service body with crane from FREEDOM TRUCK CENTERS (Spokane, WA) for the City of Spokane Fleet Services Department - \$56,003.33 including tax

Summary (Background)

On 10/13/08 City Council awarded Bid #3527-08 for the purchase of six (6) or more service bodies to Freedom Truck Center. Subsequently Fleet Services has identified an additional need for one (1) more service body. This service body will be a replacement unit for the Riverside Park Water Reclamation Facility.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 56,003.33	#	4320432009400056401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUTZ, LORIE	<u>Study Session</u>	PWC 8/11/14
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	GJAKUBCZAK	
<u>Additional Approvals</u>		FLEETSERVICES	
<u>Purchasing</u>	PRINCE, THEA	TAXES & LICENSES	

BRIEFING PAPER
Public Works Committee
Fleet Services
August 11, 2014

Subject

Purchase of one truck utility body with crane for the Riverfront Park Water Reclamation Facility (Sewer) Department.

Background

Purchase one truck utility body with options to be installed on a new truck chassis for the Sewer Department for \$56,003.33 (tax included) from Freedom Truck Centers Inc.

Impact

The vehicle, complete with a new chassis being purchased separately, will replace a unit that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funds are available in the Sewer Department's 2014 replacement fund budget.

**FLEET SERVICES
MEMORANDUM**

August 28, 2014

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: ADDITIONAL PURCHASE UTILIZING BID #3527-08

This is an additional purchase utilizing bid #3527-08. The vendor, Freedom Truck Center, has agreed to hold the price on the original bid. This unit is a replacement for the Sewer Department.

Unit 428367
RE 17004

QTY	ITEM	TOTAL
1	Base Service Body	\$6,158.00
OPTIONS		
1	Option N – 130” Crane Body, Crane, and air system in addition to base body	\$48,913.00
	Net Cost – As optioned	\$55,071.00
	CHANGE ORDERS	
	14’Body with tool boxes.	\$0.00
	All hydraulic crane.	\$859.00
	Hydraulic Out and down outriggers	\$1,416.00
	Delete air system from option N	\$(5,825.00)
	Total change orders	\$(3,550.00)
	Total with change orders	\$51,521.00
	Sales tax - 8.7%	\$4,482.33
TOTAL		\$56,003.33

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

09/08/2014

<u>Date Rec'd</u>	8/27/2014
<u>Clerk's File #</u>	OPR 2010-0585
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #3709-10
<u>Requisition #</u>	RE #17030

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

Agenda Wording

Additional purchase of one (1) 2015 Freightliner M2-106V truck cab & chassis from FREEDOM TRUCK CENTERS (Spokane, WA) for the City of Spokane Fleet Services Department - \$102,373.08 including tax

Summary (Background)

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

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 102,373.08	#	4320-43200-94000-56401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUTZ, LORIE	<u>Study Session</u>	PWC 8/11/14
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	GJAKUBCZAK	
<u>Additional Approvals</u>		FLEETSERVICES	
<u>Purchasing</u>	PRINCE, THEA	TAXES & LICENSES	

BRIEFING PAPER
Public Works Committee
Fleet Services
August 11, 2014

Subject

Purchase of one (1) cab & chassis for the Sewer Department for \$102,373.08 (tax incl.) as a replacement unit from Freedom Truck Centers of Spokane.

Background

This cab & chassis is being purchased utilizing the terms of bid #3709-10 for cab & chassis. The cab & chassis will be used to build a service truck with a crane for the RFPWRF.

Impact

This vehicle will replace a unit in the Sewer Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the department's 2014 budget.

**FLEET SERVICES
MEMORANDUM**

August 28, 2014

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: ADDITIONAL PURCHASES UTILIZING BID # 3709-10

This is an order for one truck chassis utilizing the terms of bid # 3709-10. The vendor has agreed to hold the price originally quoted for this purchase. This chassis will be used to build a new service truck with a crane for the Sewer Department.

Chassis for Service truck Truck
Units 428367 RE 17004

QTY	ITEM	UNIT PRICE	TOTAL
1	2015 Freightliner M2-106V	\$55,450.00	\$55,450.00
1	Price adjust for orders after 2-28-12	\$2,772.50	\$2,772.50
1	2012 Model year upcharge	\$1,500.00	\$1,500.00
OPTIONS			
1	Front frame extensions w/stationary grill Incl. air brakes, front PTO	\$12,720.00	\$12,720.00
1	Heated, remote mirrors	\$395.00	\$395.00
1	Limited slip differential	\$650.00	\$650.00
1	Air ride cab	\$135.00	\$135.00
1	Auxiliary radio power post	\$25.00	\$25.00
1	Auxiliary radio mounting position	\$115.00	\$115.00
1	Premium cab insulation - Silencer Package	\$99.00	\$99.00
1	One (4)Additional factory switch	\$250.00	\$250.00
1	Trailer towing package with air to rear of frame	\$715.00	\$715.00
1	Outside frame clear	\$0.00	\$0.00
1	Lower right hand door safety window	\$250.00	\$250.00
1	Air cleaner with inside/outside air control	\$275.00	\$275.00

1	Transmission option - 3500RDS-WR.	\$3,998.00	\$3,998.00
1	Front suspension - 14,500 lb min. rated w/HD shock absorbers. To include springs, steering gear upgrade and appropriate brakes, tires, and wheels.	\$4,910.00	\$4,910.00
1	Front fender extension - 2 inch	\$250.00	\$250.00
1	Frame - 31.0 Section Modulus, double rail	\$1,765.00	\$1,765.00
1	Rear suspension - 23,000 lb. min. at ground with applicable springs, shocks, tires and wheels.	\$4,765.00	\$4,765.00
1	Engine tunnel/firewall liner	\$75.00	\$75.00
1	Daytime running lights	\$25.00	\$25.00
1	Center storage console on back wall	\$25.00	\$25.00
1	12V dash power supply	\$30.00	\$30.00
1	Back-up alarm	\$115.00	\$115.00
1	Factory mounted P.T.O. switch with indictator lamp	\$195.00	\$195.00
1	Factory mounted plow light harness and relays	\$395.00	\$395.00
1	Huck bolt fasteners	\$197.00	\$197.00
1	Tilt & telescopic steering wheel	\$425.00	\$425.00
1	Air ride driver's and passenger's seats	\$875.00	\$875.00
1	Exhaust Horizontal Muffler w/vertical tailpipe	\$610.00	\$610.00
SUB-TOTAL	Chassis sub-total		\$94,006.50
Chassis Sales Tax	8.9% tax		\$8,366.58
GRAND TOTAL			\$102,373.08

cc: Dale Arnold
Justin Anderson

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0606

Renews #**Submitting Dept**

ASSET MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVID STEELE 625-6064

Project #

2010091

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 14714

Agenda Item Name

5900 - ESCROW AGREEMENT - BEN BURR TRAIL

Agenda Wording

Escrow Agreement for property in conjunction with the construction of the Ben Burr Trail for an amount not to exceed \$175,000.00 which includes acquisition and all closing costs. Remit funds to First American Title Company.

Summary (Background)

Related to the construction of the Ben Burr bike trail and the terminus of the trail adjacent to the Riverpoint Campus. To facilitate the construction of the Ben Burr Trail, the City is acquiring portions of, or all of, several properties. For this section of the trail the decision was made to complete a full parcel acquisition rather than attempting to purchase portions of two individual properties.

Fiscal Impact**Budget Account**

Expense \$ 171,785.14

3200 95028 95200 56102 99999

Select \$

#

Select \$

#

Select \$

#

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

WERNER, MICHAEL

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 8/11/14

Finance

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

dsteele@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

mlesesne@spokanecity.org

BRIEFING PAPER

Asset Management Group

Monday, September 8, 2014

Subject:

Acquisition of property for the construction of the Ben Burr Trail, Project Number 2010091.

Background:

To facilitate the construction of the Ben Burr Trail, the City is acquiring portions of or all of several properties. For this section of the trail the decision was made to complete a full parcel acquisition rather than attempting to purchase portions two individual properties.

With the completion of the appraisal and the acceptance of the offer, the City has reached an agreement with the owners to acquire the entire parcel.

Impacts:

With the acquisition of this parcel the City has reached agreement with two of the required four property owners. Completing these transactions is necessary to complete the construction of the trail.

Action:

Approval of the property acquisition

ESCROW AGREEMENT

TO:

First American Title

40 E. Spokane Falls Blvd.
Spokane, WA 99202

Your Reference: 2179044

CUSTOMER REFERENCE: Ben Burr Trail

Robert J. Rothwell, Nancy Rothwell, and Diane McHenry,

Parcel No.: 35174.0557

Robert J. Rothwell, Nancy Rothwell, and Diane McHenry, (Sellers) and the City of Spokane, (Purchaser), mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The Seller(s) hereby authorize(s) the issuance of payment to the above Escrow Agent, for our benefit.
2. Receive herewith a Warranty Deed from the Sellers to the City of Spokane, Purchaser, conveying a portion, or all, of the lands described in your above-referenced preliminary commitment. Please prepare the Excise Tax Affidavit showing the City of Spokane as exempt per WAC 458-61A-206.
3. Receive the sum of \$171,485.14 which includes the acquisition price of \$170,000.00 plus \$1,485.14 for payment of the escrow fee, excise processing fee and recording fees.
4. The following is a summarized required disposition of all exceptions shown on your preliminary commitment dated November 19, 2013, order #2179044:

1: Delete: City Exempt

2: Subject to – show on policy

Pay the following charges:

Escrow Fee of \$1,087.00,

Title Fee of \$314.14,

Excise processing fee of \$10.00,

Recording fees of \$74.00.

Please do not withhold any sums to assure payment of any utility service charges. Any closing costs, including those fees listed as title charges, recording and transfer charges, and/or additional settlement charges, are to be charged to the Purchaser and shown as such on the settlement statement. No recording fee or excise tax is to be charged to the Seller. Fees are to be billed directly to our office at City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201. Please note that the initial preliminary commitment premium should have been previously paid.

The County will cancel the balance of the current year's taxes and any refund due the seller may be obtained by presenting to the County Treasurer the attached "Tax Refund" letter.

5. When ready to vest title in the City of Spokane, record the instruments shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof.

6. Remit the balance by check to Sellers as follows:

Robert J. Rothwell \$56,666.67
E. 2112 Glass Ave.
Spokane, WA 99207

Nancy Rothwell \$56,666.66
4000 6th Ave NW
Seattle, WA 98107

Diane McHenry \$56,666.67
36402 S Bunker Landing Rd.
Cheney, WA 99004

7. Issue standard form Owner's policy of title insurance in the sum of \$170,000.00 insuring the City of Spokane, as owner of the appropriate interest conveyed.

8. Upon completion of closing, mail recorded instruments, copy of closing detail statement, and title policy to City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201.

Purchaser:

CITY OF SPOKANE

By: _____
Title: _____


Seller:
Diane McHenry

Date _____ Phone _____

Robert J. Rothwell

Date _____ Phone _____

Nancy Rothwell


Date 7/13/14 Phone 206-291-5269

5. When ready to vest title in the City of Spokane, record the instruments shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof.

6. Remit the balance by check to Sellers as follows:

Robert J. Rothwell \$56,666.67
E. 2112 Glass Ave.
Spokane, WA 99207

Nancy Rothwell \$56,666.66
4000 6th Ave NW
Seattle, WA 98107

Diane McHenry \$56,666.67
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Purchaser:

CITY OF SPOKANE

By: _____
Title: _____

Seller:
Diane McHenry

Nancy Rothwell

Date _____ Phone _____

Date _____ Phone _____

Robert J. Rothwell


Date 7-10-2014 Phone (509) 484-8646

5. When ready to vest title in the City of Spokane, record the instruments shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof.

6. Remit the balance by check to Sellers as follows:

Robert J. Rothwell \$56,666.67
E. 2112 Glass Ave.
Spokane, WA 99207

Nancy Rothwell \$56,666.66
4000 6th Ave NW
Seattle, WA 98107

Diane McHenry \$56,666.67
36402 S Bunker Landing Rd.
Cheney, WA 99004

7. Issue standard form Owner's policy of title insurance in the sum of \$170,000.00 insuring the City of Spokane, as owner of the appropriate interest conveyed.

8. Upon completion of closing, mail recorded instruments, copy of closing detail statement, and title policy to City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201.

Purchaser:

CITY OF SPOKANE

By: _____
Title: _____

Seller:

Diane McHenry

Nancy Rothwell


Date 7/11/14 Phone 235-4080

Date _____ Phone _____

Robert J. Rothwell

Date _____ Phone _____

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0386

Renews #**Submitting Dept**

ASSET MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVE STEELE 625-6064

Project #

2005264

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 14659

Agenda Item Name

5900 - CHANGE ORDER - DEMOLITION AT 407 N PERRY - ROB'S DEMOLITION

Agenda Wording

Change Order No. 1 to contract with Rob's Demolition for demolition of the building located at 407 North Perry Street for an increase of \$25,499.98 plus tax, for asbestos abatement, for a total contract amount of \$55,392.48 plus tax.

Summary (Background)

As part of the development of the Martin Luther King Jr. Way Extension Phase II, the City acquired the property at 407 North Perry Street. As part of the demolition of the building, the City contracted for an asbestos survey. The abatement of hazardous materials found is required to be completed by a certified asbestos removal contractor. To keep the process of demolition seamless, this work was coordinated by Rob's Demolition.

Fiscal Impact**Budget Account**

Expense \$ 27,697.94

3200 94997 95200 56102

Select \$

#

Select \$

#

Select \$

#

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

WERNER, MICHAEL

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

WHALEY, HUNT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

dsteele@spokanecity.org

Purchasing

mlesesne@spokanecity.org

htrautman@spokanecity.org

CITY OF SPOKANE

CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Rob's Demolition, Inc.

PROJECT TITLE: Demolition at 407 North Perry Street - Martin Luther King Jr. Way Extension Phase II - 2005264.

CITY CLERK CONTRACT NUMBER: OPR 2014-0386

=====

DESCRIPTION OF CHANGE:

AMOUNT

Per the original contract language, Rob's Demolition was to secure a bid for the removal of asbestos if discovered in the building located at 407 North Perry Street. The asbestos survey has been completed and bids have been received for the removal of asbestos. This change order reflects the cost of the removal of the asbestos and will be in excess of the original contract amount.

=====

TOTAL AMOUNT: 25,499.98

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$29,892.50
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$29,892.50
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 25,499.98
REVISED CONTRACT SUM	\$55,392.48

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	June 30, 2014
CURRENT COMPLETION DATE	June 30, 2014
REVISED COMPLETION DATE	September 30, 2014

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk



ROB'S DEMOLITION

BONDED, LICENSED AND INSURED

#ROBSD**238DU

8420 EAST WOODLAND PARK DRIVE
SPOKANE, WA 99217-9235
OFFICE (509) 928-0431
(509) 534-2970
FAX (509) 534-9404
MOBILE (509) 993-1719

QUOTE

August 18, 2014

TO:

Dave Steele
City of Spokane
Via Email: dsteale@spokanecity.org

RE: 407 N Perry – Asbestos Removal

We will remove the asbestos from the building at 407 N Perry Street, as we discussed, for \$25,499.98 plus sales tax. Below is a detailed explanation of our quote.

DESCRIPTION

AMOUNT

This estimate is for the asbestos removal on this job – particularly removing the asbestos using alternative means of compliance. It includes charges for: 1) temporarily fencing the site – getting the fence – installing it – taking it down – and returning it. Spokane Clean Air required us to secure the site because of the asbestos; 2) lining our debris trailers & double wrapping the loads of asbestos with visqueen; 3) securing the visqueen around the loads of asbestos with tape – and marking the loads with asbestos tape; 4) disposing of the loads of asbestos; 5) consulting services that were necessary in order to comply with the alternative means of compliance – more particularly: plans, communications with Spokane Clean Air personnel, sampling & air monitoring; & 6) project coordination & support.

We did not charge you for our excavators, trucks and semi trailers – including our operators and truck drivers time – to load & haul the asbestos to the landfill. We estimate it took us at least twice as much time to load & haul the asbestos debris – than if it had just been ordinary demolition debris. We did save some money on our original quote to you because we had less ordinary demolition debris to dispose of. We estimate that our demolition debris savings are equal to the extra time we had to spend loading & hauling the debris as asbestos.

Labor, Equipment & Other Direct Charges

Labor – 38.5 hrs @ 76.50	2,945.25
Peterbilt Truck & Trailer (haul fence) – 5.5 hrs @ 125.00	687.50
Manlift (used for lining trucks with visqueen) – 2 days @ 225.00	450.00
Subtotal – this section only	4,082.75

Materials, Subcontractors & Other Indirect Charges

Environmental Risk Management (alternative means asbestos consulting services)	2,215.00
Graham Road Landfill (asbestos disposal charges)	11,005.63
J Tech (alternative means asbestos consulting services)	600.00
Northwest Fence (temporary fencing used to secure site because of asbestos issues)	213.05
Personal Protective Gear (workers had to wear for asbestos safety)	320.00
Spokane Clean Air (Notice of Intent)	2,500.00
Visqueen, Duct & Asbestos Tape (used to secure & mark asbestos loads)	1,770.00
Overhead & profit – 15% of materials & subcontractors	2,793.55
Subtotal – this section only	21,417.23

Total – does not include sales tax

\$25,499.98

Thank you,

Jay Torgerson

Jay Torgerson

SCOPE OF SERVICES

1. DEMOLITION OF STRUCTURES. The Contractor shall raze, remove and dispose of all buildings, basement or cellar floors, foundations, structures, fences and other obstructions within improvement limits except utilities and those items for which other provisions have been made for removal and have been designated to remain. Any underground fuel or oil storage tanks shall be filled or removed under supervision of the Spokane Fire Prevention Bureau through adjusted pricing by change order.
2. VEGETATION. Any trees or vegetation designated by the City to remain will be protected from damage. All shrubbery, hedges and unmarked trees will be removed from the site by the Contractor.
3. UTILITIES. The Contractor shall arrange for any private utilities involved to make all necessary disconnections and removals. The Contractor shall arrange with the City to disconnect and remove, or cap and plug water services and sewer/septic lines.
4. FINISHING OF SITE. The site, upon demolition of the structure(s), will be graded to a uniform grade. Tall rubble, rock and lumber scraps will be raked up and hauled from the site. Natural undisturbed rock outcropping may remain. All demolition material shall be removed to an authorized landfill site for disposal. All basements and excavations shall be filled to grade with acceptable fill material. In the absence of an approved soil engineering report the general provisions of the Uniform Building Code for fills shall apply. In general the definition states that fills should not be made on natural slopes steeper than 2.1. The slope of fill surfaces shall be no steeper than is safe for the intended use. Detrimental amounts of organic materials is not permitted in the fill. No rock larger than 12 inches in one dimension shall be placed in fills unless at least 10 feet vertically below grade. All fills shall be compacted generally to a density standard acceptable to the building official. Top soil should be preserved and spread over as the final layer of the filled excavation.
5. EXPLOSIVES. The Contractor shall not allow the use of explosives without first having obtained a blasting permit from the Department of Engineering Services. Such permit will not relieve the Contractor of responsibility for any injury to persons or damage to property due to blasting operations. If allowed, explosives must be under the direction and control of skilled and licensed personnel and comply with governing laws and regulations.
6. POLLUTION CONTROLS. The Contractor shall comply with all regulation of the Spokane County Air Pollution Control Authority. In addition, the Contractor may be required to clean adjacent structures and improvements of all dust, dirt and debris that may be caused by demolition operations as directed by the City.

7. ASBESTOS. All asbestos removal costs to be included in bid. Asbestos Assessment Survey as previously provided is incorporated by reference into this Contract. Removal and disposal of asbestos to be conducted in a lawful and legal manner in compliance with all applicable laws and safety processes and procedures. You need to be aware of the presence and handling of other dangerous and toxic substances in structures. Contact the Department of Labor and Industries for further information.
8. PROTECTIONS. The Contractor shall provide safe access for pedestrians, emergency vehicles, utility vehicles or local traffic through the area of demolition.
9. ADJOINING STREET FACILITIES. All existing sidewalk, adjoining curbs, driveways, driveway drops and alley return shall remain intact unless designated to be removed. Any damage shall be the responsibility of the Contractor.
10. NEIGHBORING FACILITIES. The Contractor shall promptly repair, or cause to be repaired, damage to neighboring facilities, public or private, caused by demolition operations as determine by the City at the Contractor's sole expense.
11. SALVAGE. All materials will become the property of the Contractor and shall be disposed of by the Contractor. Items of salvable value to the Contractor may be removed from the structures as the work progresses. Sale of salvage items will not be permitted on the site.
12. PERMITS. The Contractor shall obtain all permits and pay all fees necessary or incident to completion of the work.
13. COMPLIANCE WITH LAWS. The Contractor shall perform work in compliance with requirements of all applicable codes and standards of governing authorities having jurisdiction, including provision for adequate protection to persons and property by means of insurance, bonding, traffic, etc.
14. DUMPING OF MATERIAL. The Contractor shall dump all solid waste and demolition material at the City's Northside Landfill, located at West 5502 Nine Mile Road, Spokane, Washington. All costs associated with disposal shall be at the Contractor's sole expense. The Contractor shall furnish the Supervisor of the Code Enforcement Department with copies of the landfill weight bills, attached to the billing invoices.

Friable asbestos requiring special handling must be disposed of at a licensed facility permitted to accept asbestos material.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2014

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

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

PRODUCER Inland Insurance Inc. 9016 E Indiana Ave., Suite A Spokane Valley, WA 99212 James P Dinneen		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ROBSD-1	
INSURED Rob's Demolition, Inc. 8420 E. Woodland Park Drive Spokane, WA 99217		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Alaska National Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 38733	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	ECP201035600	12/10/2013	12/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Pollution Liab						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY	X	X	13LAS31976	12/10/2013	12/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13PKG08147	12/10/2013	12/10/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 407 N. PERRY, SPOKANE, WA DEMOLITION
THE CITY OF SPOKANE IS NAMED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS PERFORMED BY THE NAMED INSURED AS REQUIRED BY CONTRACT.
BLANKET ADDITIONAL INSURED, WAIVER OF SUBROGATION, BLANKET PRIMARY AND NON-CONTRIBUTORY

CERTIFICATE HOLDER**CANCELLATION**

CITY017

CITY OF SPOKANE
ASSET MANAGEMENT
808 SPOKANE FALLS BLVD.
SPOKANE, WA 99201

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

AUTHORIZED REPRESENTATIVE

 Jim Dinneen/ President

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NOTEPAD

INSURED'S NAME Rob's Demolition, Inc.

ROBSD-1
OP ID: CS

PAGE 2
Date 05/01/2014

ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING, WAIVER OF RIGHTS OF TRANSFER, AND DESIGNATED OPERATIONS APPLY REGARDING THE GENERAL LIABILITY POLICY. DESIGNATED INSURED APPLIES REGARDING THE AUTOMOBILE POLICY, ALONG WITH WAIVER OF TRANSFER OF RIGHTS AND PRIMARY AND NON-CONTRIBUTORY

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS
is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

09/08/2014

<u>Date Rec'd</u>	8/27/2014
<u>Clerk's File #</u>	OPR 2014-0387
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2005264
<u>Bid #</u>	
<u>Requisition #</u>	CR 14658
<u>Agenda Item Name</u>	5900 - CHANGE ORDER - DEMOLITION AT 1418 E TRENT - ROB'S DEMOLITION

Agenda Wording

Change Order No. 1 to contract with Rob's Demolition for demolition of the building located at 1418 East Trent Avenue for an increase of \$18,374.70 plus tax, for asbestos abatement, for a total contract amount of \$61,669.91 plus tax.

Summary (Background)

As part of the development of the Martin Luther King Jr. Way Extension Phase II, the City acquired the property at 1418 East Trent Avenue. As part of the demolition of the building, the City contracted for an asbestos survey. The abatement of hazardous materials found is required to be completed by a certified asbestos removal contractor. To keep the process of demolition seamless, this work was coordinated by Rob's Demolition.

Fiscal Impact**Budget Account**

Expense	\$ 20,060.25	# 3200 94997 95200 56102
Select	\$	#
Select	\$	#
Select	\$	#

Approvals**Council Notifications**

<u>Dept Head</u>	WERNER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
<u>Additional Approvals</u>		htrautman@spokanecity.org	
<u>Purchasing</u>		dsteele@spokanecity.org	
		mlesesne@spokanecity.org	

CITY OF SPOKANE

CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Rob's Demolition, Inc.

PROJECT TITLE: Demolition at 1418 East Trent Avenue - Martin Luther King Jr. Way Extension Phase II - 2005264

CITY CLERK CONTRACT NUMBER: OPR 2014-0387

=====

DESCRIPTION OF CHANGE:

AMOUNT

Per the original contract language, Rob's Demolition was to secure a bid for the removal of asbestos if discovered in the building located at 1418 East Trent Avenue. The asbestos survey has been completed and bids have been received for the removal of asbestos. This change order reflects the cost of the removal of the asbestos and will be in excess of the original contract amount.

=====

TOTAL AMOUNT: 18,374.70

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$43,295.21
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$43,295.21
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 18,374.70
REVISED CONTRACT SUM	\$61,669.91

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	June 30, 2014
CURRENT COMPLETION DATE	June 30, 2014
REVISED COMPLETION DATE	September 30, 2014

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk



ROB'S DEMOLITION

BONDED, LICENSED AND INSURED
#ROBSD**238DU

8420 EAST WOODLAND PARK DRIVE
SPOKANE, WA 99217-9235
OFFICE (509) 928-0431
(509) 534-2970
FAX (509) 534-9404
MOBILE (509) 993-1719

August 18, 2014

Dave Steele
City of Spokane
Via Email: dsteale@spokanecity.org

Dear Dave:

We will remove the asbestos at 1418 E Trent Avenue, that Environmental Risk Management identified in their May 16, 2014 report, for \$18,374.70 plus sales tax.

IRS will work as a subcontractor to us and complete the asbestos removal. IRS's price to us to do this work is \$15,978.00 – we added our 15% markup.

You can reach me at 534-2970 or Rob at 993-1719 if there is anything else that you need.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jay Torgerson". The signature is written in a cursive, slightly slanted style.

Jay Torgerson

SCOPE OF SERVICES

1. DEMOLITION OF STRUCTURES. The Contractor shall raze, remove and dispose of all buildings, basement or cellar floors, foundations, structures, fences and other obstructions within improvement limits except utilities and those items for which other provisions have been made for removal and have been designated to remain. Any underground fuel or oil storage tanks shall be filled or removed under supervision of the Spokane Fire Prevention Bureau through adjusted pricing by change order.
2. VEGETATION. Any trees or vegetation designated by the City to remain will be protected from damage. All shrubbery, hedges and unmarked trees will be removed from the site by the Contractor.
3. UTILITIES. The Contractor shall arrange for any private utilities involved to make all necessary disconnections and removals. The Contractor shall arrange with the City to disconnect and remove, or cap and plug water services and sewer/septic lines.
4. FINISHING OF SITE. The site, upon demolition of the structure(s), will be graded to a uniform grade. Tall rubble, rock and lumber scraps will be raked up and hauled from the site. Natural undisturbed rock outcropping may remain. All demolition material shall be removed to an authorized landfill site for disposal. All basements and excavations shall be filled to grade with acceptable fill material. In the absence of an approved soil engineering report the general provisions of the Uniform Building Code for fills shall apply. In general the definition states that fills should not be made on natural slopes steeper than 2.1. The slope of fill surfaces shall be no steeper than is safe for the intended use. Detrimental amounts of organic materials is not permitted in the fill. No rock larger than 12 inches in one dimension shall be placed in fills unless at least 10 feet vertically below grade. All fills shall be compacted generally to a density standard acceptable to the building official. Top soil should be preserved and spread over as the final layer of the filled excavation.
5. EXPLOSIVES. The Contractor shall not allow the use of explosives without first having obtained a blasting permit from the Department of Engineering Services. Such permit will not relieve the Contractor of responsibility for any injury to persons or damage to property due to blasting operations. If allowed, explosives must be under the direction and control of skilled and licensed personnel and comply with governing laws and regulations.
6. POLLUTION CONTROLS. The Contractor shall comply with all regulation of the Spokane County Air Pollution Control Authority. In addition, the Contractor may be required to clean adjacent structures and improvements of all dust, dirt and debris that may be caused by demolition operations as directed by the City.

7. ASBESTOS. All asbestos removal costs to be included in bid. Asbestos Assessment Survey as previously provided is incorporated by reference into this Contract. Removal and disposal of asbestos to be conducted in a lawful and legal manner in compliance with all applicable laws and safety processes and procedures. You need to be aware of the presence and handling of other dangerous and toxic substances in structures. Contact the Department of Labor and Industries for further information.

8. PROTECTIONS. The Contractor shall provide safe access for pedestrians, emergency vehicles, utility vehicles or local traffic through the area of demolition.

9. ADJOINING STREET FACILITIES. All existing sidewalk, adjoining curbs, driveways, driveway drops and alley return shall remain intact unless designated to be removed. Any damage shall be the responsibility of the Contractor.

10. NEIGHBORING FACILITIES. The Contractor shall promptly repair, or cause to be repaired, damage to neighboring facilities, public or private, caused by demolition operations as determine by the City at the Contractor's sole expense.

11. SALVAGE. All materials will become the property of the Contractor and shall be disposed of by the Contractor. Items of salvable value to the Contractor may be removed from the structures as the work progresses. Sale of salvage items will not be permitted on the site.

12. PERMITS. The Contractor shall obtain all permits and pay all fees necessary or incident to completion of the work.

13. COMPLIANCE WITH LAWS. The Contractor shall perform work in compliance with requirements of all applicable codes and standards of governing authorities having jurisdiction, including provision for adequate protection to persons and property by means of insurance, bonding, traffic, etc.

14. DUMPING OF MATERIAL. The Contractor shall dump all solid waste and demolition material at the City's Northside Landfill, located at West 5502 Nine Mile Road, Spokane, Washington. All costs associated with disposal shall be at the Contractor's sole expense. The Contractor shall furnish the Supervisor of the Code Enforcement Department with copies of the landfill weight bills, attached to the billing invoices.

Friable asbestos requiring special handling must be disposed of at a licensed facility permitted to accept asbestos material.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2014

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

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

PRODUCER Inland Insurance Inc. 9016 E Indiana Ave., Suite A Spokane Valley, WA 99212 James P Dinneen	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Rob's Demolition, Inc. 8420 E. Woodland Park Drive Spokane, WA 99217	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: ROBSD-1	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Evanston Insurance Company	NAIC # 35378
	INSURER B: Alaska National Ins. Co.	38733
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	ECP201035600	12/10/2013	12/10/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Pollution Liab						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Professional Liab						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Stop Gap \$ 1,000,000	
B	AUTOMOBILE LIABILITY	X	X	13LAS31976	12/10/2013	12/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> OCCUR						\$	
	<input type="checkbox"/> CLAIMS-MADE						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		13PKG08147	12/10/2013	12/10/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 1418 E. TRENT, SPOKANE, WA DEMOLITION
THE CITY OF SPOKANE IS NAMED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS PERFORMED BY THE NAMED INSURED AS REQUIRED BY CONTRACT.
BLANKET ADDITIONAL INSURED, WAIVER OF SUBROGATION, BLANKET PRIMARY AND NON-CONTRIBUTORY


CERTIFICATE HOLDER**CANCELLATION**

CITY017

CITY OF SPOKANE
ASSET MANAGEMENT
808 SPOKANE FALLS BLVD.
SPOKANE, WA 99201

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

AUTHORIZED REPRESENTATIVE

 Jim Dinneen/ President

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS
is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0607

Renews #**Submitting Dept**

ASSET MANAGEMENT

Cross Ref #**Contact Name/Phone**

MIKE WERNER 625-6286

Project #**Contact E-Mail**

MWERNER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 14713

Agenda Item Name

5900 - CITY HALL SIDEWALK, TERRACE & PARKING DECK - ACI COATINGS, LLC

Agenda Wording

ACI Coatings, LLC shall execute the installation of an elastomeric deck coating system at Spokane City Hall; sidewalk, terrace and parking deck.

Summary (Background)

Due to ongoing maintenance and risk management of City Hall and the sidewalks adjacent to the building, the City will be replacing the existing non-slip applied coating on the structural sidewalks and west parking area adjacent to City Hall. This coating will provide slip resistance for the sidewalks and water proofing for the existing storage spaces below. Completion of this work prior to cooler seasonal temperatures is critical to proper application and long term performance of the material.

Fiscal Impact**Budget Account**

Expense \$ 54,555.25

5900 30700 94000 56104 99999

Select \$

#

Select \$

#

Select \$

#

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

WERNER, MICHAEL

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 9/8/14

Finance

BUSTOS, KIM

Distribution List**Legal**

WHALEY, HUNT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

tkendall@spokanecity.org

mwerner@spokanecity.org

C O N T R A C T

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ACI COATINGS, LLC, whose address is 11406 East Montgomery Avenue, Spokane, Washington 99206, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and cost necessary for the proper execution for the INSTALLATION OF ELASTOMERIC DECK COATING SYSTEM AT SPOKANE CITY HALL; SIDEWALK, TERRACE AND PARKING DECK , in accordance with the Contractor's quote dated April 23, 2014, attached hereto.
2. TIME OF PERFORMANCE. The Contractor shall commence work upon notice to proceed and once commenced all work must be completed by January 1, 2015.
3. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
4. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 2nd Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
5. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
6. CONTRACT DOCUMENTS. This Contract, the City's request for quotes, and the Contractor's quote constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with the Asset Management Department, 2nd Floor – City Hall, Spokane, Washington, and are incorporated into

this Contract by reference as if they were set forth at length.

7. COMPENSATION. The City will pay FIFTY FOUR THOUSAND FIVE HUNDRED FIFTY FIVE AND 25/100 DOLLARS (\$54,555.25), the amount in the Contractor's quote, as full compensation for everything furnished and done under this contract, subject to allowable additions and deductions as provided.

8. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.

9. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- 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;
- 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 Contractor's services to be provided under this Contract;
- C. Property insurance if materials and supplies are furnished by the contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse,

underground) insurance should be provided if any hazard exists; and

- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

12. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

14. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

19. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

21. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed

neither in favor of nor against either party.

22. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

23. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Wastewater Management, and the Contract time and compensation will be adjusted accordingly.

24. FEES. Reimbursement for the fees paid by the Contractor for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, with its final invoice, a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the City.

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Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____

City Clerk

Approved as to form:



Assistant City Attorney

Dated: 08/22/2014

ACI COATINGS, LLC

E-Mail address, if available: MIKAK@ACIcoatings.com

By: Mick

Title: Sales Transfer

14-538

PERFORMANCE BOND

BOND NO. 71581066

We, ACI COATINGS, LLC, as principal, and Western Surety Company, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FIFTY FOUR THOUSAND FIVE HUNDRED FIFTY FIVE AND 25/100 DOLLARS (\$54,555.25) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the INSTALLATION OF ELASTOMERIC DECK COATING SYSTEM AT SPOKANE CITY HALL; SIDEWALK, TERRACE AND PARKING DECK project. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any Contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on August 25, 2014.

ACI COATINGS, LLC, AS PRINCIPAL

By: *Michael O. [Signature]*
Title: *Sales Manager*

A valid POWER OF ATTORNEY
for the surety's agent must
accompany this bond.

Western Surety Company
AS SURETY

By: *Charla M. Boadle*
Its Attorney in Fact Charla M. Boadle



STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or have satisfactory evidence that Charla M. Boadle signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on August 25, 2014



Rebecca Mason

Signature of Notary Rebecca Mason

My appointment expires 08/01/2018

Assistant City Attorney

PAYMENT BOND

BOND NO. 71581066

We, ACI COATINGS, LLC , as principal, and Western Surety Company, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FIFTY FOUR THOUSAND FIVE HUNDRED FIFTY FIVE AND 25/100 DOLLARS (\$54,555.25) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

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- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors;
- B. pay all taxes and contributions, increases and penalties as authorized by law including payment of all taxes incurred on the contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes imposed on the principal under Title 82 RCW; and
- C. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any Contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on August 25, 2014

ACI COATINGS, LLC, AS PRINCIPAL

By: [Signature]
Title: Sales Manager

Western Surety Company,
AS SURETY

A valid POWER OF ATTORNEY
for the surety's agent must
accompany this bond.

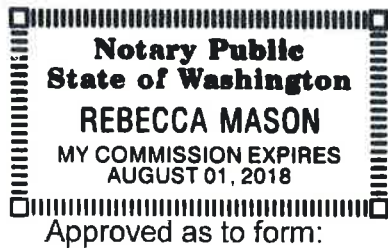
By: [Signature]
Its Attorney in Fact Charla M. Boadle



STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Charla M. Boadle signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on August 25, 2014



Rebecca Mason

Signature of Notary Rebecca Mason

My appointment expires 08/01/2018

Assistant City Attorney

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71581066

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Charla M. Boadle

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: ACI Coatings, Inc.

Obligee: City of Spokane

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 6, 2015, but until such time shall be irrevocable and in full force and effect.

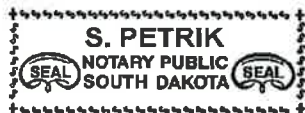
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 25th day of August, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 25th day of August, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of August, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President



STATE OF Washington }
COUNTY OF Spokane } ss

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

Bond No. 71581066

On this 25th day of August, 2014, before me, a notary public in and for said County, personally appeared Charla M. Boadle to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Charla M. Boadle acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Spokane, Washington, the day and year last above written.

My commission expires
August 1, 2018

Rebecca Mason
Rebecca Mason

Notary Public





ACI COATINGS LLC
11406 E MONTGOMERY
SPOKANE, WA. 99206

Phone # (509) 891-4959

Fax # (509) 891-4944

LIC # ACICOL044QR

Name / Address

ASSET MANAGEMENT
TOM KENDALL
808 W. SPOKANE FALLS BLVD.
SPOKANE WA. 99201

Estimate

Date	Estimate #
4/23/2014	104716

MIKE KIRSCHBAUM

475-3159

Terms	Rep	Project
per contract	MK	ELASTAMERIC D...

Description	Total
<p>PROJECT: Spokane City Hall Sidewalks, Terrace, and Parking deck. Installation of Elastomeric Deck coating system Key Resin SWS Pedestrian Deck Coating system with Park deck Option. ACI Coatings will install the Key Resin LASTIC SWS Deck System in accordance to Key Resin Company installation guide "Installation-Instructions--Key-Lastic-SWS-Pedestrian- 50-60-mil_jn2014.doc" REVISED plan for coating Sidewalks and Parking DECK" changes noted below.</p> <p>1. Sight preparedness</p> <p>provide an easily visible safety barrier and pedestrian path. Permission to use parking slots for pedestrian path during sidewalk coating phase is requested. Bid allows \$300 dollars for parking bag permitting any additional cost will be added to the invoice. We will cordon off Spokane Falls or Post street at different times, so building access is available at anytime. We propose to do Spokane Falls sidewalk first and then move fencing to Post Side. Fence will be placed on sidewalk edge to keep people off coating work and also to on street side of park stall to separate vehicular road from walk path. The current sidewalk configuration allows good people traffic access for this project. We will construct an ADA portable ramp if needed for curb navigation.</p> <p>2. Preparation</p> <p>Loose coating will be removed to the concrete and diamond ground or mechanically abraded to insure adhesion. Edges will be ground back to adherence point and to provide a smooth consistent patch to surroundings and all tasks will meet SSPC-SP13 and SP 3 requirements.</p> <p>a. Patches including Cracks, Joints and bare spots. These will be repaired according to Key Resin specs or American Concrete Institute guidelines. Failed coating exposing Joints will be inspected and re-caulked if needed with polyurethane compound, patches will be repaired with Key Resin to meet the specification of thickness of new system. We will smooth out old patches by grinding and leveling area to match rest of sidewalk. Cracks will be repaired with epoxy filler or elastomeric urethane as needed.</p> <p>Thank you for considering ACI Coatings llc.</p>	
This proposal may be withdrawn if not accepted in 15 days	Total

Customer Signature _____

Authorized ACI Rep Signature _____

Web Site: acicoatings.com



ACI COATINGS LLC
11406 E MONTGOMERY
SPOKANE, WA. 99206

Estimate

Phone # (509) 891-4959

Fax # (509) 891-4944

LIC # ACICOL044QR

Date

Estimate #

4/23/2014

104716

Name / Address

ASSET MANAGEMENT
TOM KENDALL
808 W. SPOKANE FALLS BLVD.
SPOKANE WA. 99201

Terms

Rep

Project

per contract

MK

ELASTAMERIC D...

Description

Total

3. Priming:

Key Resin 502 penetrating primer and urethane adhesion promoter

Applied at 3-5 mils DFT 502 is a 100% solids epoxy primer, no smell no solvents. It will provide best adhesion between old coatings and new coating as well as for the bare concrete. Cures quickly and allows over coating the same day reducing downtime.

4. Elastomeric Base:

Key Resin 400 Urethane Elastomer providing superior adhesion and elongation will allow 400% stretch to seal and bridge moving substrates. Applied at 25 to 30 mils per gallon this will cure rapidly and provide long term protection. Low odor 96% solids.

A second layer of 400 will be applied to the Parking deck and the bare ^{Spokane Falls Blvd} ~~Riverside~~ street area, sand will be sprinkled into the wet layer to provide additional thickness and traction for the subsequent coat. Apply at 100 sq ft per gallon. 16 mils

Thank you for considering ACI Coatings llc.

Total

This proposal may be withdrawn if not accepted in 15 days

Customer Signature _____

Authorized ACI Rep Signature _____

Web Site: acicoatings.com



ACI COATINGS LLC
11406 E MONTGOMERY
SPOKANE, WA. 99206

Estimate

Phone # (509) 891-4959

Fax # (509) 891-4944

LIC # ACICOL044QR

Date

Estimate #

4/23/2014

104716

Name / Address

ASSET MANAGEMENT
TOM KENDALL
808 W. SPOKANE FALLS BLVD.
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Terms

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per contract

MK

ELASTAMERIC D...

Description

Total

5. Aliphatic Urethane Top coat

Key Resin 401 UV resistant Low odor Elastomeric top coat for excellent traffic wear, seals the surface and waterproofs.
Apply at 75- 100 sq/ft per gallon while broadcasting sand into the coating for non-slip surface.

We propose to accomplish this in 3 Phases.

Phase I ~~SPOKANE FALLS BLVD~~

~~Riverside Street~~ approx four days -re-position fencing Post street sidewalks approx three Days

Phase II

Parking Deck Six days Monday to Monday allow to cure over weekend

Phase III

Terrace Three Days Start Tuesday allow to cure over week end

Bid is predicated on City of Spokane allowing complete access to each phase without interruption. ACI will need access to water bibs on building for washing, We may apply coatings during evening or night and need permission to be on sidewalks around building. City is required to move any objects not permanently secured to ground (or they will be).

Meter bags / Permitting and any additional street access requirement fees or insurance bonds, are City requirements and will be added to invoice (\$300.00 allowance is included).

SECURITY is responsibility of city. IF vandalism is a problem, security personnel may be required.

ACI will provide ALL equipment, materials, labor and safety fence above .

TOTAL INSTALLATION COST WITH OUT W.S.S.T.

48,727.00

Thank you for considering ACI Coatings llc.

Total

This proposal may be withdrawn if not accepted in 15 days

Customer Signature _____

Authorized ACI Rep Signature _____

Web Site: acicoatings.com



ACI COATINGS LLC
11406 E MONTGOMERY
SPOKANE, WA. 99206

Estimate

Phone # (509) 891-4959

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Date

Estimate #

4/23/2014

104716

Name / Address

ASSET MANAGEMENT
TOM KENDALL
808 W. SPOKANE FALLS BLVD.
SPOKANE WA. 99201

Terms

Rep

Project

per contract

MK

ELASTAMERIC D...

Description

Total

CHANGE: ~~Riverside Street~~ SPOKANE FALLS BLVD

Coating will be removed where blisters are prominent in the hot sun. Approx. 1/3 to 1/2 distance in length.
we will bring machinery to scrape away loose coating and remove most all the coating the machines can get to.
See below for coating procedure. Bare concrete will get two coats Key 400

CHANGE: Parking deck

Bad spots coating removal. Two thick coats of 400 will be applied, 10 mil to 25 mil

Clarification Top coats:

Post side sidewalk and Terrace will get top coat and non-slip after repairing bad spots.

\$ differences explained

Increase in coating requirements on Park deck and ~~Riverside~~ Spokane Falls Blvd side walk. Removal of coating on ~~Riverside~~ Spokane Falls Blvd sidewalk increasing the need for expensive stripping machines, which increase preparation requirements. Plan is to shot blast and or diamond grind to improve adhesion where blisters are prevalent.

Coating will take place on evenings and nights while temperatures are dropping.

Bid is predicated on all the decks to be done under the same purchase order or mobilization time.

Minimum two weeks planning for materials shipment, permit requirements and fencing reservations are required.

Color will be darker grey than what is existing and the terrace deck will be tan color.

Thank you for considering ACI Coatings llc.

This proposal may be withdrawn if not accepted in 15 days

Total

\$48,727.00

WSST +8.7% = 4239.25

PAYMENT + PERFORMANCE BOND

Customer Signature

\$52,966.25
\$1589.00

TOTAL \$54,555.25

Authorized ACI Rep Signature

Web Site: acicoatings.com



CERTIFICATE OF LIABILITY INSURANCE

ACICOAT-01 NSHALLBETTER

DATE (MM/DD/YYYY)

8/14/2014

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

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

PRODUCER Moloney, O'Neill, Corkery & Jones Inc 818 W Riverside #800 Spokane, WA 99201	CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 E-MAIL: ADDRESS: FAX (A/C, No): (509) 325-1803 INSURER(S) AFFORDING COVERAGE INSURER A: American Fire and Casualty Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ACI Coatings, LLC 11406 E Montgomery Dr Spokane Valley, WA 99206	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BKA55818112	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAA55818112	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	BKA55818112	11/01/2013	11/01/2014	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City Hall Project
Certificate holder is additional insured per CG8810 10/09 attached

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201-3321

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tim Danner

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STATE OF
WASHINGTON

BUSINESS LICENSE

Unified Business ID #: 601 747 780

Business ID #: 1

Location: 2

Expires: 10-31-2014

A.C.I. COATINGS, LLC
11406 E MONTGOMERY DR
SPOKANE VALLEY WA 99206 7621

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
SPOKANE GENERAL BUSINESS #T12029705BUS
SPOKANE VALLEY GENERAL BUSINESS

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0608

Renews #**Submitting Dept**COMMUNITY, HOUSING & HUMAN
SERVICES**Cross Ref #****Contact Name/Phone**

SHEILA MORLEY 6052

Project #**Contact E-Mail**

SMORLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**1540 HUD CONTINUUM OF CARE PROGRAM RENEWAL AWARDS- TIER 2 AND
NEW PROJECTS**Agenda Wording**

Accept awards from Housing and Urban Development Continuum of Care Program and authorize the CHHS Department to enter into contract iwth multiple non-profit agencies (list attached).

Summary (Background)

February 3, 2014 the CHHS Department applied for funding through HUD's annual Continuum of Care Program competition. Funds were requested to renew 30 existing and 2 new projects within Spokane County. In the Tier 2 awards 4 existing projects were renewed and 2 new projects were funded. A portion of the administrative funds are retained by the CHHS Department to administer, evaluate, monitor the projects and for planning.

Fiscal Impact**Budget Account**

Expense \$ \$519,095

1540954665120054201

Revenue \$ \$597,905

1540954669999933442

Select \$

#

Select \$

#

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

TRAUTMAN, HEATHER

Study Session

PCED 6/16/14

Division Director

TRAUTMAN, HEATHER

Other

CHHS Board 1/8/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

RICHTMAN, JAMES

smorley

For the Mayor

SANDERS, THERESA

cborwn

Additional Approvals

jstapleton

Purchasing

mhughes

City of Spokane
Community, Housing and Human Services Department
FY 2013 Continuum of Care Program Grant – Tier 2
August 19, 2014

Subject

The Department of Housing and Urban Development (HUD) provides funding through the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act to fund six separate grants administered by the City totaling \$597,905. Each grant is subject to annual review through HUD's national FY 2013 Continuum of Care (CoC) program competition.

Background

Renewal applications were reviewed and ranked by the Review and Evaluation Committee of the Community, Housing and Human Services (CHHS) board at their July 31, 2013 meeting.

As the Continuum of Care lead for the community the City is responsible for meeting the national objectives set by HUD. (1) Increase progress towards ending chronic homelessness; (2) Increase housing stability; (3) Increase project participant's income; (4) Increase the percentage of homeless housing participants who obtain non-cash mainstream benefits from entry to exit; (5) Increase the number of families with children receiving Rapid Re-housing from all sources.

Impact

Funds from the Continuum of Care Program provide local agencies with funds needed to maintain a housing inventory exclusion for homeless individuals and families. Without these funds the local support network would not be able to sustain the need for affordable housing and services tied to that housing.

Action

The CHHS Department is seeking City Council Approval to enter into contract with HUD in the sub of \$597,905. Upon City Council approval the Department will enter into individual contracts with our partner agencies and disperse funding accordingly.

Funding

Funds come from the Department of Housing and Urban Development's FY Continuum of Care Program. (See attached)

Tier 2 / New Projects / Planning	Agency	City	Total Award
WA0117- Salem Arms	\$84,819	\$4,404	\$89,223
WA0120- SHV- Medical Lake & Valley 206	\$39,674	\$382	\$40,056
WA0208- SHA TRA Rental Assistance	\$67,813	\$2,293	\$70,106
WA0264- City CoC Planning	\$0	\$42,570	\$42,570
WA0285LOT021300 CC- New Housing First Project	\$166,799	\$20,871	\$187,670
WA0288LOT021300SHA- new RRH project	\$159,990	\$8,290	\$168,280
	\$519,095	\$78,810	\$597,905



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

June 19, 2014

Ms. Jerrie Allard
Community, Housing and Human Services Director
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Allard:

Congratulations! I am delighted to inform you that the application(s) your organization submitted was (were) conditionally awarded and selected for funding under the Fiscal Year (FY) 2013 Continuum of Care (CoC) Program.

The CoC Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2013 competition. The programs and CoCs funded through the CoC Program continue to demonstrate their value by improving accountability and performance every year. HUD commends your organization for its work and encourages it to continue to strive for excellence in the fight against homelessness.

The conditionally obligated funds for your award(s) are detailed in the enclosure, which lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each conditionally selected application. Your local field office will be sending a letter to provide your organization with more information about finalizing your award(s), including execution of your grant agreement(s). Your organization will not have access to these funds until all conditions are satisfied and the grant agreement is fully executed.

Sincerely,

Clifford Taffet
Assistant Secretary (Acting)
for Community Planning and Development

Enclosure

Enclosure

WA0283L0T021300

WA0264 - CoC Planning CoC13

\$42,570

WA0285L0T021300

Housing First Pilot CoC13

\$187,670

WA0288L0T021300

CoC Rapid Re-Housing Partnership CoC13

\$168,280

Total Amount:

\$398,520



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

June 19, 2014

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Sincerely,

Clifford Taffet
Assistant Secretary (Acting)
for Community Planning and Development

Enclosure

Enclosure

WA0117L0T021306

WA0117 - Salem Arms Permanent Housing CoC13

\$89,223

WA0120L0T021306

WA0120 - Medical Lake CoC13

\$40,056

WA0208L0T021305

WA0208 - TRA Rental Assistance CoC13

\$70,106

Total Amount:

\$199,385

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0609

Renews #**Submitting Dept**

INFORMATION TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 PLANET TECHNOLOGIES (2014)

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

CR14707000

Agenda Wording

Contract with Planet Technologies to install the CRM 311 Service Accelerator, convert all current solutions into CRM 311 application, develop/install/test new CRM apps, provide hands-on advanced training and configure CRM apps for new city web site.

Summary (Background)

In implementing the CRM 311 application (and migrating from the CRM/HeyGov solution installed in 2012) the city gains a more robust and flexible tool for delivering CRM based services and solutions throughout the city departments. Information Technology obtains additional skills and experience to better maintain and develop future CRM solutions. This contract is based on the GSA Schedule Contract Number GS-35F-0360J, GSA-70.

Fiscal Impact**Budget Account**

Expense \$ 74,894.30 including tax

5310-73100-94000-56409

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session

Finance, 8/20/14

Division Director

DOLAN, PAM

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

WHALEY, HUNT

Accounting - pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mlesense@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

Taxes & Licenses

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokancity.org

Planet Technologies - tkeefe@go-planet.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

September 1, 2014 through August 31, 2015.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



City of Spokane

STATEMENT OF WORK

for Microsoft Dynamics CRM 2011 311 Configuration and Development Phase II

Prepared for City of Spokane

By:

Steve Winter, Vice President

swinter@go-planet.com

Tron Keefer, CRM Practice Manager

tkeefe@go-planet.com

Planet Technologies, Inc.

20400 Observation Drive, Suite 107

Germantown, MD 20876

Phone: (301) 721-0100

Fax: (301) 721-0189

<http://www.go-planet.com>

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Planet Technologies: Introduction

Company Background

Planet Technologies, a corporation based in Maryland and founded in 1997, is an international professional consulting firm that provides expert knowledge in policy, process management, and the integration and customization of Microsoft technologies in diverse business environments. With nearly 100 employees, we are focused on meeting the needs of United States Public Sector customers including K-12, higher education, and state, local and federal agencies.

Planet understands the driving issues and concerns that Public Sector customers face today. To each engagement, we bring a proven track record with civilian and defense agencies, extensive planning and implementation experience, and the passion to help agencies succeed.

Planet Technologies was built around investing in and developing long term relationships with our customers and corporate partners. We receive consistent positive client feedback and as a result, we have many long-term client relationships - some even exceeding 10 years. Our employees have the experience and dedication to exceed our client's expectations every time.

Our combination of state-of-the-art methodologies, flexible solutions, and expertise in Microsoft best practices enables our professionals to help agencies meet critical challenges rapidly, keep them in the forefront of technology, and maintain the operational excellence that is the hallmark of top performing organizations.

Our Services

Planet offers our client's flexibility in engagement models to meet every business need. We provide strategic planning and policy, project-based engineering and development, IT and business consulting support and services.

Our service models range from Blanket Purchase Agreements (BPAs), state contracts, sub-contracts, co-operative contracts, large federal government contracts, and staffing or on a per project basis.

From its inception, Planet Technologies has worked closely with Microsoft field, vertical, consulting and solution teams to develop new solutions and deliver engagements based on best practices. Our longstanding relationship with Microsoft combined with our deep understanding of the role that technology plays in building a successful business means we can offer unmatched depth of knowledge and expertise. The result—affordable solutions that enable our customers to expand their infrastructure and enhance the support technology provides to the mission of their organizations.

The Planet Difference – A Unique Microsoft Relationship

Planet Technologies, 100% Microsoft focused and a Gold Certified Partner, is one of approximately 30 Microsoft National System Integrator (NSI) partners in the U.S. which gives us unprecedented access to the latest solutions, the best training, and many exclusive programs that we can offer to our clients. The Microsoft NSI designation was established for elite Microsoft partners to elevate their marketing and delivery strategies across multiple geographic and product segments. Microsoft NSI partners receive greater alignment and engagement of Microsoft field resources, collaborative marketing efforts, deeper product team engagement and executive sponsorship, giving them a competitive advantage in the channel.



In 2010, we were awarded as both a Microsoft Federal Partner of the Year and a State and Local Government Partner of the Year. These awards make us a five time Microsoft Federal Partner winner and a two time State and Local Government Partner winner!

Planet has an office on the Microsoft campus where we are able to collaborate with managerial, technical and product teams on a daily basis.

We have extensive experience in Microsoft based technologies including a proven pedigree in server systems with a strong focus on data center automation and provisioning. As a result, we are uniquely positioned as the strongest choice of Microsoft Integrator Partners for handling these solutions.

We work closely with Microsoft to co-develop, manage, and deliver technical and marketing programs focused on Windows Server 2008, SharePoint, Windows 7, MDOP, BPOS, Business Intelligence and Cloud computing.

By being part of the initial design and development of Microsoft solutions and then delivering many of the training sessions in support of them, Planet has grown to become one of the worldwide knowledge leaders in Microsoft solutions. We provide this knowledge to our valued customers and, in turn, provide insight from our clients to Microsoft product teams that leverage this operational insight to improve new releases. *This is the Planet Difference.*



We are regularly selected by Microsoft to evaluate new product releases as part of their Early Adopter Programs (EAP) and Technical Adopter Programs (TAP). Just recently, we participated in the Office 2010, Forefront 2010, SharePoint 2010 and Exchange 2010 TAP programs. Microsoft is one of our largest clients and we regularly support large internal projects for them as well as supporting a number of their largest worldwide clients in the areas of development, infrastructure and collaboration.

Planet has developed, in conjunction with Microsoft, custom programs for rapid technology deployments in the areas of System Center Operations Manager, SharePoint, SMS/SCCM, MS Exchange Messaging and Collaboration w/AD, and MIIS/ILM/FIM.

Planet is a regular partner and sub-contractor to Microsoft Consulting Services and we bring our unique skills and talent to many strategic worldwide engagements. These engagements have taken us across the U.S. and into 12 countries worldwide.

Technology Expertise

Planet has experience architecting and deployment experience in Microsoft solutions to customers ranging in size from 100 users to over one million users. We are experts in the areas of design, deployment, development and migrations of:

Technology Focus:	
Active Directory	Exchange Server
System Center Family	SharePoint Portal Server
Live@EDU and BPOS	Office Communications Server
Hyper-V	Remote Desktop Services
SQL Server	Deployment Automation
Windows Server and Desktop Operating Systems	Microsoft CRM
Microsoft Identity Lifecycle Manager	Forefront Technologies
Windows-based Hosting / Hosted Messaging and Collaboration	Visual Studio .NET Framework

NSI Partner

One of 30 U.S. based Microsoft Partners to be managed as a member of the National Systems Integrator Program (NSI). This program recognizes Planet's superior service delivery as well as our close relationship to Microsoft. The Microsoft NSI designation was established for elite Microsoft partners to elevate their marketing and delivery strategies across multiple geographic and product segments. Microsoft NSI partners receive greater alignment and engagement of Microsoft field resources, collaborative marketing efforts, deeper product team engagement and executive sponsorship, giving them a competitive advantage in the channel.

Microsoft Awards

Microsoft Awards and Recognition for Excellence
Microsoft Federal Partner Award 2005
Microsoft Federal Partner of the Year Award 2006
Microsoft Public Sector Partner of the Year Award 2006
Microsoft Federal Partner of the Year Award 2007
Microsoft Federal Civilian Partner of the Year 2008-Present
Microsoft State and local Partner of the Year 2008-Present

Project Overview

The City of Spokane has implemented a new CRM 311 system based on the Microsoft Dynamics CRM 311 accelerator. Their goal is add additional functionality and service requests with the portal being integrated into their new beta website using a responsive design. Service requests for “park maintenance”, “solid waste requests” and “utility requests” will need to be added to the 311 system with web portal forms. Pothole repair requests already exist in the CRM system so it will only require the web portal form. Citizens will enter their service requests on City’s web site without the need to create an account or log in. A map will allow the user to manually pinpoint the location of the service request with an option to upload a photo within the service requests intake pages on City’s web site. The CRM/311 system will continue to authenticate city employees’ login through Active Directory automatically as it does today, and will continue to log city employees’ credential for each new service request intake.

Project Approach

Planet Technologies will be responsible for the Configuration, Discovery, Development, Migration and Training of the CRM 311 system. The overall implementation of the CRM 311 system will follow an agile approach for getting additional requirements during the development of the system.

Configuration

The Configuration Phase represents adding any additional users, roles, workflows, reports, etc that would be considered OOTB CRM customization requiring no coding. Upgrading from 2011 to 2013 and modifying forms to meet the layout of the new 2013 UI.

Discovery and Development

High level requirements will be gathered to support the development and configuration of the CRM 311. Development will include the customization of the web portal to match their new beta website design. The service requests “park maintenance”, “solid waste requests” and “utility requests” will be added to the 311 system. CRM entities and forms will be created for each new service request. Notification workflows for routing requests to the appropriate department will be added.

Integration

Sending Graffiti complaints to Accela and retrieving updates from Accela back to CRM. Integrating the CRM Knowledgebase with the web portal for lists of FAQs. Integrate the billing portion with Customer Star to retrieve customer information.

CRM Training

Mentoring and walkthrough of the CRM customizations.

Pricing

Configuration

Scoped Item	Description	Location	Est. Hours	Cost
Microsoft Dynamics 311	Configuration of CRM to support additions or changes	Remote	24	\$3,120
CRM Upgrade to 2013	Upgrade and modify to match new UI	Remote	40	\$5,200

CRM Discovery & Development

Scoped Item	Description	Location	Est. Hours	Cost
CRM Discovery	PM, Discovery & Scoping of CRM 311 customizations	Remote	80	\$10,400
Requests	Pothole Repair Requests	Remote	22	\$2,860
	Parks Maintenance Requests	Remote	22	\$2,860
Solid Waste	Missed Cart	Remote	24	\$3,120
	Change Cart Size	Remote	24	\$3,120
	Schedule Dumpster pickup	Remote	24	\$3,120
	Other Request(s)	Remote	24	\$3,120
Utilities	Bill Pay	Remote	26	\$3,380
	Closing Bill	Remote	24	\$3,120
	Turn Service On/Off	Remote	24	\$3,120
Integration	Graffiti <-> Accela using Scribe	Remote	12	\$1,560
	CRM Knowledgebase Portal	Remote	40	\$5,200
	Customer Star Integration	Remote	12	\$1,560
			Total	\$46,540

Training

Scoped Item	Description	Location	Est. Hours	Cost
Microsoft Dynamics 311	311 flow and customization overview	Remote	8	\$1,040

General Support

Scoped Item	Description	Location	Est. Hours	Cost
Microsoft Dynamics CRM 2011/2013	General support for CRM 2011 or 2013	Remote	100	\$13,000

Total

Resource	Est. Hours	GSA Rate	GSA Discounted Rate	Cost
GSA Technician 1	530	\$172.29	\$130.00	\$68,900
				Tax: \$5,994.30
				Total: \$74,894.30

* All hours are estimates and should be taken as such.

* It is expected that all tasks be performed by GSA Technician I

Rates

Resource	GSA Rate	Discounted GSA Rate
GSA Technician 1	\$172.29/hr	130/hr
GSA Technician 2	191.44/hr	180.00/hr

Payment Terms

Client will be billed monthly per GSA Terms for Phase 1 engagement. Payment should be tied to deliverables and acceptance of deliverables as listed in above sections.

A valid and approved purchase order is also required in conjunction with this signed contract to commence work on this project. Once the terms have been processed Planet will start work within 30 days of execution.

GSA Schedule

Planet is providing this proposal based on our GSA Schedule Contract Number GS-35F-0360J, GSA-70.

Please make Purchase Orders to Planet Technologies, Inc.

Terms and Conditions

Prerequisites

City of Spokane will be required to take the following responsibilities:

- Arrange for suitable personnel to be available to furnish the necessary information.
- Appoint an individual to act as a single interface to Planet.
- Provide timely responses for information.
- Acquire all necessary hardware and software
- Prepare server environment and any necessary account information.
- Grant necessary remote access to designated Planet Technologies employee.

Assumptions

- Planet Technologies will not be responsible for managing, procurement, or deployment of Cloud-Based (SaaS) contracts, infrastructure or licensing.
- Only system Entities will be used.
- Minimal customization of existing CRM 311 functionality.
- No integration to 3rd party applications.
- No formal documentation will be furnished unless created for training.
- No reporting will be included.

Additional Terms and Conditions

- Cooperation with Planet Technologies, Inc. and City of Spokane and all required third parties is necessary in order to successfully complete this project.
- Project scope will be limited to the items specifically outlined in this document. Changes to this scope may require changes to the terms of this document.
- City of Spokane shall provide Planet with a single point of contact. This person will be responsible for all communications and changes to the scope of work.
- Planet Technologies, Inc. is not responsible for software issues that may arise due to hardware incompatibility. Planet Technologies, Inc. always recommends utilizing components from Tier 1 manufacturers.
- A contact list will be made available to the Planet Technologies, Inc. project manager in advance of the project start date.
- Planet Technologies, Inc. assumes that all required administrative rights will be delegated to Planet Technologies, Inc. personnel for the duration of the project.
- Planet Technologies, Inc. cannot be responsible for the functionality or performance of any third party software.
- There is no warranty or implied warranty associated with this agreement.
- This project and proposal are based on information provided by City of Spokane. Planet cannot guarantee nor be responsible for the accuracy of this information.
- Planet Technologies, Inc. will consider all information retrieved during the duration of the project as non-disclosure material. Planet Technologies, Inc. will under no circumstance allow the information gathered in whole or part to be delivered to a third party without the written consent of City of Spokane. In addition, City of Spokane realizes that any retrieval methods, applications, and processes supplied by Planet Technologies, Inc. during this installation will also be considered non-disclosure materials.

Conclusion

Planet Technologies looks forward to starting this project as soon as possible. Feel free to contact us with any questions or comments you may have. Please review the terms section and accept this proposal by signing below. Forward the signed copy to the address listed below.

Steve Winter
Planet Technologies, Inc.
20400 Observation Drive, Suite 107
Germantown, MD 20876
(301) 721-0100

Signature of this proposal signifies acceptance and agreement with all items listed above.

City of Spokane

Planet Technologies, Inc.

Signature

Date

Signature

Date

Print Name

Print Name

Company Name

Company Name

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

CONSULTANT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and PLANET TECHNOLOGIES, whose address is 20400 Observation Drive, Suite 107, Germantown, Maryland 20878, as "Consultant".

The parties agree as follows:

1. DESCRIPTION OF WORK. The Consultant shall be responsible for the CONFIGURATION, DEVELOPMENT, INSTALLATION, TESTING AND TRAINING FOR THE CRM 311 SYSTEM - PHASE II, as described in the Consultant's statement of work dated February 25, 2014.
2. TERM. The Agreement shall begin on September 1, 2014 and end on August 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the Consultant an amount not to exceed SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY FOUR AND 30/100 DOLLARS (\$74,894.30), including tax, as full compensation for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.
4. PAYMENT. The Consultant shall submit monthly applications for payment to Information Technology, Seventh Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Consultant's application. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
5. TERMINATION. Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.
6. STANDARD OF PERFORMANCE. The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

7. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

9. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Agreement.

10. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Consultant's performance of this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

11. INSURANCE. During the term of the Agreement, the Consultant shall maintain in force at its own expense, the following insurance coverages:

- 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;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement:
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the contract is completed.

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

12. 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 including gender expression or gender identity, 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. The Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant.

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

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

15. AUDIT / RECORDS. The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner, to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

16. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

B. DISPUTES. This Agreement shall be performed under the laws of the State of

Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

Dated: _____ CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____ PLANET TECHNOLOGIES, INC.

Email Address, if available: _____

By: _____

Title: _____

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2010-0671

Renews #**Submitting Dept**

INFORMATION TECHNOLOGY

Cross Ref #**Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #

RVP 3687-10

Agenda Item Type

Contract Item

Requisition #MASTER
CONTRACT**Agenda Item Name**

5300 COCHRAN MASTER 4TH YR EXT (2014)

Agenda Wording

Last of four one-year extensions to Master Contract OPR2010-0671 with Cochran Technologies(Spokane Valley, WA)for design, products, installation and testing of Inside-Plant Communications Infrastructure. September 1, 2014 through August 31, 2015.

Summary (Background)

This contract will provide City employees with timely, effective and quality "Inside-Plant" communications infrastructure for voice and data communications. Inside Plant is communications infrastructure that will be designed and/or installed "Inside" an existing building. This would include cable (fiber and copper), connectivity products, conduit, racks, cabinets and grounding products. This also includes labor to install and test the installed products.

Fiscal Impact**Budget Account**

Expense \$ 100,000.00 maximum

Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session**Division Director**

DOLAN, PAM

Other

Finance, 8/20/14

Finance

BUSTOS, KIM

Distribution List**Legal**

WHALEY, HUNT

Accounting - pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mlesense@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

PRINCE, THEA

Taxes & Licenses

Purchasing - cwahl@spokanecity.org

IT – jhamilton@spokanecity.org

Cochran - ahopkins@cochraninc.com

MASTER CONTRACT – EXTENSION #4

THIS MASTER CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and COCHRAN INC., whose address is 11115 East Montgomery Avenue, Suite E, Spokane Valley, Washington 99206 (*Remittance address: P.O. Box 33524, Seattle, Washington 98133*) as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide DESIGN, PRODUCTS, INSTALLATION AND TESTING OF INSIDE PLANT COMMUNICATIONS INFRASTRUCTURE, in accordance with the City Request for Proposals and the Contractor's response to the request. This is a non-exclusive master contract for services requested by various City Departments, with the prior approval of the Management Information Services Department.
2. CONTRACT TERM. This is the fourth of four (4) additional one (1) year terms, as allowed is the original Contract. This Contract Extension shall begin September 1, 2014 and run through August 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the Contractor a maximum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). The prices shall include applicable sales tax and freight costs.
4. PAYMENT. The Contractor will send its application for payment to the Information Technology Department, 7th Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28, as a trust fund for the protection of materialmen and laborers.
5. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefilled statement or statements of intent to pay prevailing wages on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an

"Affidavit of Wages Paid," certified by the industrial statistician.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the Contract price, and written by a corporate surety company licensed to do business in Washington State.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

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

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

11. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

13. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

14. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from all claims, demands, or suits in law or equity arising from the Contractor's negligence or breach or its obligations under the Contract. The Contractor's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Contractor's duty to indemnify

for liability arising from the concurrent negligence of the City, its officers and employees and the Contractor, its officers and employees shall apply only to the extent of the negligence of the Contractor, its officers, and employees. The Contractor's duty to indemnify shall survive termination or expiration of the Contract. The Contractor waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

15. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverage:

- 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 Contractor's services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice and that only material and workmanship of the best quality are to be used.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

19. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest: _____
City Clerk

Dated: _____

COCHRAN INC.

City of Spokane Business License No. _____

E-Mail address, if available: _____

By: _____
Title: _____

Approved as to form:



Assistant City Attorney

Attachments that are a part of this Contract:

Payment Bond
Performance Bond

14-547

PAYMENT BOND

We, COCHRAN, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), for the payment of which we bind ourselves, our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the DESIGN, PRODUCTS, INSTALLATION AND TESTING OF INSIDE PLANT COMMUNICATIONS INFRASTRUCTURE. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, materialmen and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any Contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

COCHRAN, INC., AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) .ss
County of _____)

I certify that I know or have satisfactory evidence that _____ signed this document; on _____ oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, COCHRAN, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the DESIGN, PRODUCTS, INSTALLATION AND TESTING OF INSIDE PLANT COMMUNICATIONS INFRASTRUCTURE. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of and consents to any Contract alteration or extension of time made by the City. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

COCHRAN, INC., AS PRINCIPAL

By: _____
Title: _____

AS SURETY

A valid POWER OF ATTORNEY
for the surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
 _____ signed this document; on oath
 stated that he/she was authorized to sign the document and acknowledged it as the agent
 or representative of the named surety company which is authorized to do business in the
 State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2009-0625

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JAMES 625-6238

Contact E-Mail

JRICHTMAN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

SECOND AMENDMENT TO INLAND PACIFIC DEVELOPMENT AGREEMENT

Agenda Wording

A Second Amendment to Original Development Agreement between the City of Spokane and Inland Pacific Development, LLC. re: Cheltenham

Summary (Background)

Inland Pacific Development has completed two phases and part of a third phase in the Cheltenham Development Project. Completion of the entire development project requires the development of 46 remaining lots which, previously, was to be finished by August, 2014. The developer has requested and the City has agreed to allow for four years more time for the completion of Phase III to the date of August, 2018.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

CHESNEY, SCOTT

Finance

LESESNE, MICHELE

Legal

RICHTMAN, JAMES

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other****Distribution List**

jrichtman@spokanecity.org

rriedinger@spokanecity.org

Additional Approvals**Purchasing**

Return Address
City of Spokane, Attn: City Clerk
808 W Spokane Falls Blvd
Spokane, WA
Tax Parcel No: 26241.0072

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT OF DEVELOPMENT AGREEMENT ("Second Amendment"), having an effective date of August ____, 2014 is entered into by and between the City of Spokane (the "City") and Inland Pacific Development, LLC a Washington Limited Liability Company (the "Developer"), and may be referred to collectively as Parties.

RECITALS

A. Pursuant to RCW 36.70B.170-.210 and Chapter 17A.060 SMC, and following a public hearing, the Parties entered into a Development Agreement, which agreement was signed by the City on September 29, 2009 and by the Developer on August 10, 2009 (the "Development Agreement"). The Development Agreement applies to property owned by Developer, and for which Developer previously received preliminary plat/planned unit development approval under City File No. Z2003-04-PP/PUD (the "Project"). The Project is commonly referred to as Cheltenham, and is legally described in the Development Agreement.

B. The first two phases of the Project (59 lots) have been completed, including the installation of water, sewer and roads for such phase. The final plat for the first phase (40 lots) was recorded with the Spokane County Auditor on May 8, 2009 under Auditor Recording No. 5788989. The final plat for the second phase (19 lots) was recorded with the Spokane County Auditor on June 3, 2014 under Auditor Recording No. 6308976. In addition, water, sewer and road plans have been approved for the remainder of the Project. There are 46 lots remaining to be platted and developed.

C. Following the Parties' execution of the Development Agreement, the economy slowed and the absorption rate for lots on the entire Five Mile Prairie was much less than Developer anticipated. Developer represents that Developer has invested substantial sums in developing Cheltenham in anticipation of completing the entire development, but because of the slow economy, all phase of the project will not be completed within the term of the Development Agreement.

D. The Developer has asked the City to approve an amendment of the Development Agreement, extending the expiration date for an additional four (4) years, with a new expiration date of August 12, 2018.

E. Following Developer's request, on August 12, 2014, the Parties entered into the First Amendment of the Development Agreement, extending the agreement thirty (30) days (the "First Amendment").

F. Pursuant to RCW 36.70B.170, the Developer represents that it is vested with ownership or control over that real property identified in Exhibit "A" of the Development Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth here, the City and Developer enter into this Second Amendment.

AGREEMENT

1. **CONTRACT DOCUMENTS.** The Development Agreement signed by the Parties on August 10, 2009 and September 29, 2009, and any previous amendments and/or extension/renewals thereto (including without limitation the First Amendment) are incorporated by reference into this document as though written in full and shall remain in full force and effect as provided herein.

2. **AMENDMENT.** Section 2.4 of the Development Agreement is amended to provide that Project Approval shall expire at 5:00 p.m. Pacific Time on August 12, 2018.

3. **AMENDMENT.** Section 2.5 of the Development Agreement is amended as follows:

2.5 **Reservations of Authority.** Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property, provided however, that nothing in this Agreement shall diminish Developer's rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095:

(a) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure;

(b) Regulations governing construction standards and specifications as follows: the International Building Code, Uniform Plumbing Code, National Electric Code, and Uniform Fire Code as may be amended except as they relate to standards modified by the City in the Project Approval;

(c) Any parking requirements set forth in any of the following: the Americans With Disabilities Act, Chapter 19.27 RCW – the State Building Code, or the Administrative Regulations adopted pursuant to either state or federal statute;

(d) Any provisions of the state building code including any building, fire, plumbing or electrical codes;

(e) any provisions of the City's engineering and design standards, including fee updates (*i.e.*, City's Design Standards and Standard Plans, APWA/WSDOT Standard Plans & Specifications for Road, Bridge, and Municipal Construction, City Supplementals to the Standard Specifications, Manual on Uniform Traffic Control Devices ("MUTCD"), except as they relate to modified street standards explicitly accepted by the City in the Approval, General Facilities Charges, Plan Review Fees, Permit Fees, Transportation Impact Fees, and Inspections Fees);

(f) Regulations governing street engineering and design standards, including, without limitation, the City's Design Standards and Standard Plans, APWA/WSDOT Standard Plans & Specifications for Road, Bridge, and Municipal Construction, City Supplementals to the Standard Specifications, and the MUTCD;

(g) Taxes, fees or assessments (including mitigation fees) adopted after the Vesting Date which apply uniformly throughout the City or within a defined area of benefit which includes the Property, except for: transportation impact fees for which the Project has been exempted as a result of mitigating its impacts through a Mitigated Determination of Nonsignificance (MDNS) which requires the payment of an impact fee in the amount of \$1,430.00 per lot, prior to the issuance of a building permit for each lot; and park impact fees for which the Project is required to pay in the amount of \$500.00 per lot in accordance with the Project Approval. The park impact fee shall be paid prior to the issuance of a building permit for each lot; Provided, Developer shall pay the City, prior to the issuance of building permits for each lot, the sum of \$710.00 per dwelling unit (the "Adjusted Park Fees") on all dwelling units in those portions of the Project that remain unplatted and undeveloped as of August 11, 2014, which the parties agree shall be 46 lots. The park impact fees and Adjusted Park Fees shall be held in a reserve account and may only be expended towards design, acquisition and/or construction of such park improvements as are agreed upon between the Five Mile Prairie Neighborhood Council and the City of Spokane Parks Department. The City shall expend such fees within five (5) years of payment of the same to the City. Any such fees not so expended by the City shall be refunded with interest to be calculated from the original date the deposit was received by the City and at the same rate applied to tax refunds pursuant to RCW

84.69.100; provided, if the fees are not expended within five (5) years due to delay attributable to the Developer, the fees shall be refunded without interest;

(h) New or different regulations to the extent required by a serious threat to public health and safety, as determined by the City Council in an open public meeting; and

(i) Regulations which the City and Developer mutually agree, by written consent, can be applied to development of the Property.

4. AMENDMENT. Section 3.1 of the Development Agreement is amended to extend the termination date of the Agreement to August 12, 2018.

CITY OF SPOKANE

By: _____
Mayor Date

Attest: Approved as to form:

By: _____
Clerk Assistant City Attorney

INLAND PACIFIC DEVELOPMENT, LLC

By _____
Its: _____ Date

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____
My Commission Expires: _____

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2014-0610

Renews #**Submitting Dept**SPOKANE REGIONAL SOLID WASTE
SYSTEM**Cross Ref #****Contact Name/Phone**

KEN GIMPEL 625-6532

Project #**Contact E-Mail**

KGIMPEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**4490 INTERLOCAL AGREEMENT WITH THE CITY OF CHENEY FOR DISPOSAL
SERVICES**Agenda Wording**

Interlocal Agreement (ILA) with the City of Cheney for solid waste disposal services at the WTE Plant with a term of seven years with three 1-year extension options--\$2.8 million revenue.

Summary (Background)

With the dissolution of the the SRSWS on November 16, 2014, the City of Cheney has elected to develop their own Solid Waste Management Plan and System. This ILA with the City of Cheney is for disposal services at the WTE. The disposal rate described in the ILA is for Cheney's city-owned and operated solid waste collection vehicles only. Cheney citizens who self haul solid waste will pay the same gate fee as all other customers.

Fiscal Impact**Budget Account**

Revenue \$ 2,800,000

4490-44110-37052-34363

Select \$

#

Select \$

#

Select \$

#

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

GIMPEL, KEN

Study SessionPublic Works Cmte
8/25/14**Division Director**

ROMERO, RICK

Other**Finance**

DOLAN, PAM

Distribution List**Legal**

DALTON, PAT

ttauscher@spokanecity.org

For the Mayor

SANDERS, THERESA

lbutz@spokanecity.org

Additional Approvals**Purchasing**

BRIEFING PAPER
Public Works Committee/Council Briefing Session
Spokane Regional Solid Waste System
August 25, 2014

Subject

Interlocal Agreement (ILA) with the City of Cheney for solid waste disposal services at the WTE Plant. The term of the ILA is seven years with three 1-year extension options thereafter. The ILA contains a termination clause by either party with twelve months prior notice the other party. The value of the ILA to the City of Spokane is approximately \$2.8 million.

Background

The Interlocal Agreement between the City of Spokane and Spokane County that formed the Spokane Regional Solid Waste System (SRSWS) terminates November 16, 2014. With the dissolution of the SRSWS, Spokane County jurisdictions must decide whether to join the County's new Regional Solid Waste System or develop their own Solid Waste Management Plan and provide all of the services required by state statute. The City of Spokane has elected to remain part of the County's new Regional Solid Waste System. The City of Cheney has elected to develop their own Solid Waste Management Plan and their own Solid Waste Management System. In early August 2014, the City of Cheney's Solid Waste Management Plan was approved by the Department of Ecology. The City of Spokane has been working with the City of Cheney to develop an ILA for disposal services at the WTE Plant. The City of Cheney will provide all other services (recycling, yard waste, household hazardous waste, public education and outreach, etc.) to their citizens and businesses. The disposal rate described in the ILA is for Cheney's city owned and operated solid waste collection vehicles only. Cheney citizens that self haul solid waste to the WTE Plant will pay the same gate fee as all other customers.

Impact

This ILA will provide disposal service only to Cheney's city owned and operated solid waste collection vehicles only. The City of Cheney will be responsible for providing all other state required services to its citizens and businesses. The City of Spokane will benefit from the additional disposal revenue.

Action

Recommend approval of the Interlocal Agreement with the City of Cheney.

Funding

The City of Cheney will pay the City of Spokane approximately \$407,000 per year for solid waste disposal services at the WTE Plant.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CHENEY AND THE CITY OF SPOKANE
FOR DISPOSAL OF SOLID WASTE**

This WASTE DISPOSAL AGREEMENT (this "**Agreement**") is made and entered into as of this ____ day of August, 2014 by and between the City of Cheney, a municipal corporation of the State of Washington (the "**CHENEY**") and the City of Spokane, a municipal corporation of the State of Washington ("**SPOKANE**"). Cheney and Spokane are each sometimes referred to herein as "**Party**" and collectively as "**Parties**."

RECITALS

A. CHENEY on September 1, 1989 entered into "An Interlocal Agreement between the City of Spokane, Spokane County and the City of Cheney" (Spokane Auditors File No: 8909150064) (the "**Interlocal Agreement**") to control the management, handling, and disposal of solid waste within CHENEY.

B. The Interlocal Agreement was for a term of twenty five (25) years or for so long as bonds remained outstanding, which date is on or about November 16, 2014 (the "**Interlocal Agreement Expiration Date**").

C. Subsequent to the Interlocal Agreement Expiration Date, SPOKANE will own and operate that certain Waste to Energy Facility located at 2900 South Geiger Blvd., Spokane, Washington, 99224, including the solid waste incinerator and the portion of the facility that serves the general public (the "**WTE**").

D. CHENEY, by and through an open meeting of the Cheney City Council held on November 20, 2013, has decided not to enter into a new Interlocal Agreement with Spokane County and has provided appropriate notice to Spokane County regarding the same.

E. In anticipation of the Interlocal Agreement Expiration Date, CHENEY has developed its own Comprehensive Solid Waste Management Plan (the "**Plan**"), which is under review by the Washington State Department of Ecology ("DOE").

F. In addition to developing its own Plan, CHENEY must identify a disposal site capable of processing Municipal Waste from mixed residential, commercial, and industrial sources. The WTE is capable of processing Municipal Waste from mixed residential, commercial, and industrial sources.

G. In the event the Plan is approved prior to the Interlocal Agreement Expiration Date, the Parties have agreed to terminate the Interlocal Agreement and enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SPOKANE is willing to permit CHENEY to use the WTE pursuant to CHENEY's Plan and the terms of this Agreement for disposal of CHENEY's Municipal Waste:

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to:

- A. Formally terminate the 1989 Interlocal Agreement as of November 16, 2014 or upon approval of CHENEY's Solid Waste Management Plan by the DOE. Effective November 17, 2014, or upon approval of CHENEY's Solid Waste Management Plan by the DOE this Agreement will replace all terms and conditions contained in the 1989 Agreement; and
- B. Provide that CHENEY will continue to operate in accordance with the terms and conditions of the 1989 Interlocal Agreement including subsequent amendments as mutually agreed to by the Parties, through November 16, 2014 or upon approval of CHENEY's Solid Waste Management Plan by the DOE; and
- C. Establish the terms and conditions between CHENEY and SPOKANE for the disposal of all solid waste collected within CHENEY, which is to be delivered to SPOKANE's WTE; and
- E. Establish flow control requirements to be maintained by CHENEY to ensure the proper disposal of solid waste; and
- F. Establish the terms and conditions for continued service to CHENEY self haul customers who deliver solid waste to the WTE; and
- G. Require CHENEY to provide all services required under RCW 70.95 (with the exception of disposal services) and RCW 70.105, which include; solid waste planning, moderate risk waste management, waste reduction and recycling outreach and education and recycling.

SECTION NO. 2: DEFINITIONS

As used in this Agreement, the following words, unless the context otherwise dictates, shall have the following meanings:

- A. **CHENEY**- means the City of Cheney, or any vendor contracted by CHENEY for services related to the management of solid waste.
- B. **CHENEY Disposal Rate** means the per ton disposal fee, as outlined in Section 5 of this Agreement, that CHENEY shall pay SPOKANE for each ton of solid waste delivered to the WTE by CHENEY's owned and operated commercial vehicles.
- C. **Dangerous Wastes** - means any discarded, useless, unwanted, or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances

which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment, because such wastes or constituents or combinations of such wastes:

- 1) Have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or
- 2) Are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

D. **Extremely Hazardous Waste** —means any dangerous waste which:

- 1) Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
 - a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic make-up of human beings or wildlife, and
 - b. Is highly toxic to human beings or wildlife.
- 2) If disposed of at a disposal site in such quantities as would present an extreme hazard to human beings or the environment.

E. **Gate Fee** - means the per ton disposal fee outlined in SECTION NO. 5 of this Agreement CHENEY's residents shall pay SPOKANE for each ton of solid waste delivered to the WTE as "self haul" waste.

F. **Hazardous Waste** - means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components.

G. **Moderate-Risk Waste** – means:

- 1) any waste that exhibits any of the properties of hazardous waste, but is exempt from regulation under chapter 70.105 RCW solely because the waste is generated in quantities below the threshold for regulation; and
- 2) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances.

H. **Nonprocessable Waste** - means any solid waste that SPOKANE deems to be unacceptable at the WTE.

I. **Solid Waste or Wastes** - means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to; garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

- J. **Waste To Energy Facility, WTE, or Facility** - means that solid waste facility located at 2900 South Geiger Boulevard, Spokane, Washington 99224, including the solid waste incinerator and the portion of the facility that serves the general public for disposal of household hazardous waste, recyclables, solid waste, yard debris, and other waste products.

SECTION NO. 3: DURATION

- A. This Agreement shall be effective 12:00 A.M. on November 17, 2014 ("Commencement Date") and run through 11:59 P.M. on November 16, 2021, unless CHENEY provides written notice of termination as provided under subparagraph C of this Agreement.

Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date. Notwithstanding the above provisions, this Agreement may be extended in one (1) year increments for a total of three (3) additional years, or as otherwise agreed upon by the Parties (the "**Extension Term**").

- B. **Extension Terms.** At least ninety (90) days prior to expiration of the Initial Term or an Extension Term, a party may deliver written notice of intent to renew this Agreement. The Notice shall propose the period and terms of renewal. The party receiving the notice shall within ten (10) days of delivery respond by stating its intent to renew this Agreement. Thereafter, the Parties shall negotiate the Extension Term in good faith. No response by the party receiving the notice shall be deemed a refusal to extend this Agreement.
- C. **Termination.** Either PARTY may terminate this Agreement by providing written notice of termination not later than twelve (12) months prior to the effective date.

SECTION NO. 4: DISPOSAL SERVICES

- A. **Scope of Services.** CHENEY, or residents of CHENEY who choose to "self-haul" waste, shall deliver all Acceptable Waste, as defined in subparagraph B below, to the WTE. Once delivered to the WTE, SPOKANE shall be responsible for all costs associated with the disposal of the Acceptable Waste, including, but not limited to; incineration, ash disposal, by-pass of unburned materials, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the WTE. Once Municipal Waste enters the WTE, SPOKANE shall be responsible for determining its weight.
- B. **Acceptable Waste.** The following shall be acceptable waste at the WTE:
- 1) "**Municipal Waste**" including, but not limited to, Solid Waste from mixed residential, commercial, and industrial sources.
 - 2) "**Self Haul**" means solid waste delivered to the WTE by the public in privately owned and operated vehicles.

- 3) **"Solid Waste"** meaning all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, yard debris, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

The above definitions shall be automatically amended to conform to all WTE permits and operating requirements established by state and federal authorities.

- C. **Guaranteed Capacity.** The guaranteed minimum available capacity for Acceptable Waste shall be two-hundred forty-eight thousand two hundred (248,200) tons per year.
- D. **Primary Services.** The WTE shall be maintained in good working order and repair so as to allow CHENEY to dispose of its Municipal Waste without interruption or unreasonable delay. Municipal Waste may be delivered and shall be received at the WTE during all regular hours of operation unless otherwise agreed.

SECTION NO. 5: DISPOSAL RATE; BILLING

- A. **CHENEY Disposal Rate.** CHENEY will pay to SPOKANE sixty dollars (\$60) per ton for each ton of Municipal Waste delivered to the WTE from CHENEY (the "**CHENEY Disposal Rate**"). The CHENEY Disposal Rate shall be inclusive of all costs, including applicable taxes. SPOKANE agrees not to exceed the authority granted under state or local law, including taxing authority.
 - 1) **"Self-Haul Rate"** in the event residents of CHENEY choose to self-haul Acceptable Waste to the WTE, those residents shall be charged the then current SPOKANE WTE Gate Fee (the "**Self-Haul Disposal Rate**"). For purposes of this Section those residents who self-haul shall have the waste weighed upon entry into the WTE and shall, at that point, pay the WTE Gate Fee directly to the WTE at the WTE weigh station.
 - 2) **Rate Adjustment.** On January 1 of each year following 2015, SPOKANE will adjust the CHENEY Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "**Index**"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest index number.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	CHENEY DISPOSAL RATE
Base Yr.N	125		\$60
N+1	128.844	1.030752	\$61.84
N+2	133.315	1.034710	\$63.99
N+3*	132.474	No change	\$63.99
N+4**	133	No change	\$63.99
N+5	137.748	1.033252	\$66.12
N+6	140.054	1.016741	\$67.23
* No change-Index decreased			
** No change-Index did not exceed highest previous Index			

- 3) **Invoicing and Payment.** SPOKANE shall, through invoice, bill CHENEY the CHENEY Disposal Rate on or before the 20th day of the month for services rendered the previous month. The invoice shall contain the dates of disposal, weight of Solid Waste, disposal cost per ton, assessed taxes, fees or other charges and such other information as necessary to support the invoiced amount due. CHENEY will pay SPOKANE within thirty (30) calendar days of receiving the invoice.

- 4) **Billing Questions and Disputes.** If CHENEY has any questions, desires further information, or has a dispute regarding the invoice, CHENEY shall advise SPOKANE in writing within ten (10) business days of invoice receipt. Notwithstanding payment of an invoice as set forth in section 4.3, CHENEY reserves the right, and SPOKANE acknowledges the right to dispute amounts paid without the necessity of making such payment "under protest." Any dispute between the Parties as to an invoice shall be resolved pursuant to Section 8.4 of this Agreement. Past due invoices shall accrue interest at the current local government investment pool rate - until paid.

SECTION NO. 6: AUDIT / RECORDS

CHENEY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. CHENEY shall provide access to authorized SPOKANE representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SPOKANE shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. SPOKANE shall provide access to authorized CHENEY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 7: LIABILITY

The Parties shall each indemnify, defend and hold harmless the other Party, its officers and employees from all claims, demands, or suits in law or equity arising from the Parties' intentional or negligent acts or breach of any obligations under this Agreement. Each Parties' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the other Party, its officers and employees.

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

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer's or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of this Agreement. Each Party waives, with respect to the other Party only, its immunity under Chapter 51 of the Revised Code of Washington ("RCW"), "Industrial Insurance." The Parties have specifically negotiated this provision.

SECTION NO. 8: INSURANCE

During the term of this Agreement, SPOKANE and CHENEY shall each maintain in force at its own expense, the following insurance coverage or self-insurance:

- 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 or Stop Gap Insurance in the amount of \$5,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement, if any. This coverage must remain in effect for two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without providing thirty (30) days written notice from a Party or its insurer(s) to the other Party. Verification of insurance shall be provided upon request.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The relationship between the Parties is that of independent contractors. Neither Party, nor its agents and employees, shall under any circumstances be deemed an agent or representative of the other Party and neither shall have authority to act for and/or bind the other in any way, or represent that it is in any way responsible for acts of the other Party. This Agreement does not establish a joint venture, agency, or partnership between the Parties.

SECTION NO. 10: MISCELLANEOUS

- A. **Assignment and Delegation.** This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign or delegate, in whole or in part, its interest in this Agreement without the prior written approval of the other Party, which shall not be unreasonably withheld.
- B. **Notices and Other Communications.** All notices, approvals, consents, and other communications required or permitted pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by facsimile or prepaid courier or registered mail, to a Party at the address set forth below, or at such other address provided by such Party via written notice. Such communications shall become effective on the day when delivered by hand or the first (1st) business day following delivery by any other means.

If to CHENEY:

City of Cheney
Attn: Tom Trulove, Mayor
609 Second Street
Cheney, WA 99004

With Copy To:

Witherspoon • Kelley
Attn: Stanley M. Schwartz
422 West Riverside Avenue
Suite 1100
Spokane, WA 99201

If to the SPOKANE:

City of Spokane
Attn: Mayor or Designee
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

With Copy To:

City of Spokane
Attn: City Attorney
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

- C. **Governing Law; Venue.** This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Washington, United States of America, without giving effect to that body of laws pertaining to conflict of laws. Any action brought by either Party against the other Party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Spokane County, Washington.
- D. **Meet and Confer / Arbitration.** If either Party has a claim or dispute under this Agreement, notice of the same shall be sent to the other Party. The notice shall provide a brief description of the dispute.

- 1) **Meet and Confer.** Within five (5) business days of the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within ten (10) business days of the notice, either party may seek arbitration.
 - 2) **Arbitration.** Arbitration shall be conducted in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.
- E. **Attorneys' Fees.** If any suit is brought or legal action is taken for the enforcement of any provision of this Agreement or as a result of any alleged breach thereof or for a declaration of any right or duty hereunder, the Party who substantially prevails in such suit or legal action shall be paid reasonable attorneys' fees from the Party who does not substantially prevail, and any judgment or decree rendered shall include an award thereof.
- F. **Entire Agreement.** This Agreement embodies the entire understanding among the Parties, is merged and fully integrated, and supersedes any and all prior negotiations, understandings, or agreements.
- G. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.
- H. **Favored Rate Clause.** To the extent enforceable by law, Spokane affirms that if, after execution of this contract, it enters into a new disposal agreement with another jurisdiction which contains the identical terms and waste volume services outlined in this Agreement, to include, but not limited to disposal for jurisdiction's commercially collected garbage, self self-haul service to jurisdiction's residents, and moderate risk waste services to jurisdiction's residents, and waste volumes, and charges a lower disposal fee than the CHENEY Disposal Fee set forth in this Agreement, Spokane shall adjust the CHENEY Disposal Fee to match the lower Jurisdiction's fee.
- I. **Anti-kickback.** No officer or employee of CHENEY, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
- J. **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.
- K. **Amendment; Waivers.** This Agreement shall not be amended, supplemented or modified except in writing executed by authorized representatives of the Parties, with the same formality of this Agreement. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach

and no Party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of that Party.

- L. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and either Party may execute this Agreement by signing any such counterpart. Signed counterparts executed and delivered by electronic mail or facsimile transmission shall be binding on the Parties and have the same force and effect as an original signed counterpart.
- M. **Representations and Warranties.** Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.
- N. **Compliance with Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations; to the extent they may be applicable to the terms of this Agreement.

SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

- A. **Purpose:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** SPOKANE shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. CHENEY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source.
- F. **Financing:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** This Agreement can be terminated in accordance with Section 3.
- H. **Property Upon Termination:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

THE CITY OF CHENEY:

THE CITY OF SPOKANE:

Tom Trulove, Mayor

David Condon, Mayor

ATTEST:

ATTEST:

Cindy Niemeier, Finance Director

Terry Pfister, City Clerk

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

OPR 2011-0749

Renews #**Submitting Dept**

UTILITIES

Cross Ref #**Contact Name/Phone**

LLOYD BREWER 625-6968

Project #**Contact E-Mail**

LBREWER@SPOKANECITY.ORG

Bid #

3807-11

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

4360 ANATEK LABS INC CONTRACT RENEWAL

Agenda Wording

One (1) year contract renewal with Anatek Labs, Inc. (Spokane, WA) to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste, Water, and Wastewater Departments Estimated expenditure \$60,792.

Summary (Background)

This is the first of two one year extensions provided for in a contract that was authorized by the City Council on September 26, 2011. The using Departments, Solid Waste Management, Water, and Wastewater Management along with Environmental Programs recommend renewal of this contract with Anatek Labs, Inc. The analytical services of this contract laboratory will fulfill operational needs and meet federal and state regulatory requirements for water monitoring.

Fiscal Impact**Budget Account**

Expense \$ 22,500.00

4100-42460-34141-54201 Water

Expense \$ 500.00

4320-43260-35148-54101 Wastewater

Expense \$ 14,167.00

4500-44800-37148-54201 Solid Waste

Expense \$ 11,884.00

4500-44850-37148-54201 Solid Waste

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

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

Public Works 8/25/2014

Finance

DOLAN, PAM

Distribution List**Legal**

DALTON, PAT

dkegley@spokanecity.org

For the Mayor

SANDERS, THERESA

kgimpel@spokanecity.org

Additional Approvals

darnold@spokanecity.org

Purchasing

PRINCE, THEA

lbrewer@spokanecity.org

kathy@anateklabs.com

cwahl@spokanecity.org

cmarchand@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense **\$** 10,185.00

Expense **\$** 1,556.00

Budget Account

4500 45600 37148 54201 Solid Waste

4500 44400 37149 54201 Solid Waste

Distribution List

BRIEFING PAPER
Public Works Committee
Environmental Programs
August 25, 2014

Subject:

One (1) year contract extension with Anatek Labs, Inc. to provide bacteriological and chemical analysis of water for Solid Waste Management, Wastewater, and Water Departments.

Background:

On July 15, 2011 the City distributed *Request for Proposals #3426-07 Chemical-Bacteriological Analysis Ground-Drinking Water Samples* by email to 99 recipients. On August 8, 2011 the City received 5 submittals and on the 26th of September 2011 the City Council authorized a contract with Anatek Labs Inc. The expiring contract runs for three years and provides for two one year extensions when mutually agreed. This will be the first of the two potential extensions. Environmental Programs, the Solid Waste Management Department, the Water Department, and Wastewater Management Department recommend renewal of this contract with Anatek Labs, Inc.

Impact:

The Water Department, the Wastewater Department, and the Solid Waste Management Department will utilize the analytical services of this contract laboratory to fulfill operational needs and meet federal and state regulatory requirements for water monitoring. Funds required for this one year contract extension are estimated to be approximately \$37,792 for Solid Waste, \$500 for Wastewater, and \$22,500 for the Water Department. These estimates are subject to regulatory and operational changes.

Action:

Seek approval of the Public Works Committee for the contract extension to be brought forward to the City Council, for subsequent Council approval.

Funding:

Funds will come from these utility department's budgets which are customer rate based.

CONTRACT EXTENSION #1

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ANATEK LABS, INC., whose address is 504 East Sprague Avenue, Suite D, Spokane, Washington 99202 as "Anatek".

WHEREAS, the parties entered into a Contract wherein Anatek agreed to perform CHEMICAL AND/OR BACTERIOLOGICAL ANALYSIS ON GROUND/DRINKING WATER SAMPLES, in accordance with the City's Request for Proposals No. 3807-11; and

WHEREAS, the original Contract allowed for renewals, upon mutual written agreement, for two (2) additional one (1) year terms; and

WHEREAS, the City would like to extend this Contract for the first (1st) one (1) year term allowed; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated October 03, 2011, any previous amendments, addendums and / or extensions / renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through September 30, 2015.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: 8-25-14

ANATEK LABS, INC.

E-Mail address, if available:

kathy@anateklabs.com

By: Kathleen A. Sattler

Title: Lab Manager

14-520

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35142

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JAN QUINTRALL 625-6187

Contact E-Mail

JQUINTRALL@SPOKANECITY.ORG

Agenda Item Type

Emergency Budget Ordinance

Agenda Item Name

0650 - EMERGENCY BUDGET ORDINANCE TO ADD A NEW POSITION

Cross Ref #

C-35062

Project #**Bid #****Requisition #****Agenda Wording**

An emergency budget ordinance to add a new position for a certified combo inspector in the Development Services Center.

Summary (Background)

Permit activity continues to show strong recovery in both the number of permits being issued as well as the complexity of projects. Our inspection staff strives to provide inspections within 24 hours of request in an effort to keep projects moving forward. Current staffing levels for electrical inspections are insufficient to keep up with the activity levels in order to maintain appropriate levels of customer service and to perform adequate safety inspections.

Fiscal Impact

Expense \$ 29,500.00

Select \$

Select \$

Select \$

Budget Account

4700 41200 24600 03120

#

#

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PCED August 18, 2014

Distribution List

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schesney@spokanecity.org

kbecker@spokanecity.org

jwest@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The City of Spokane posted record level permits for 2013 into 2014, and those active projects are now requiring increased inspection attention. By May of 2014, inspectors were averaging a 13% increase in monthly inspection totals before heading into the busiest summer season. Current demand strongly indicates the need for an additional Electrical / Mechanical Inspector.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35142

An ordinance amending Ordinance No. C-35062, passed by the City Council November 25, 2013, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2014 budget Ordinance No. C-35062, as above entitled, and which passed the City Council November 25, 2013, it is necessary to make changes in the appropriations of the Development Services Center Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	4700-99999	Development Services Center Fund	
	99999-xxxxx	Unreserved Fund Balance	<u>\$ 29,500</u>
TO:	4700-41200	Development Services Center Fund	
	24600-03120	Contractual Services	29,500
			<u>\$ 29,500</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 create a new position in the Development Services Center to increase capacity for inspections, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

RES 2014-0093

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

DAVID STEELE 625-6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

5900 - RESOLUTION - VEHICLE MOUNTED LICENCE PLATE RECOGNITION

Agenda Wording

A resolution providing for the use of vehicle mounted Licence Plate Recognition Technology by the Parking Enforcement Program.

Summary (Background)

As a result of the Council ordinance regulating the use of surveillance equipment passed in 2013, Parking Services is requesting the adoption of a resolution that clearly outlines and authorizes the use of the new license plate recognition equipment for specific parking purposes.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

WERNER, MICHAEL

Division Director

QUINTRALL, JAN

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PCED 8/11/14

Distribution List

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mhughes@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION 2014-0093

A RESOLUTION PROVIDING FOR THE USE OF VEHICLE MOUNTED LICENSE PLATE RECOGNITION TECHNOLOGY BY THE PARKING ENFORCEMENT PROGRAM

WHEREAS, the City of Spokane Parking Enforcement Program is charged with enforcing SMC 16A.61 and;

WHEREAS, SMC 16A.61.790 authorizes the City to immobilize and impound vehicle with four or more parking citation in collections; and

WHEREAS, the Parking Enforcement Program desires to utilize vehicle mounted license plate recognition technology to identify vehicles with 4 or more citations in collections under SMC 16A.61.790, vehicles in violation of SMC 16A.61.5914 Feeding the Meter, vehicles that are in violation of SMC 16A.61.561 Parking Time Limited and Regulated, stolen vehicles, and vehicles wanted by law enforcement; and

WHEREAS, SMC01.08.020 requires that the Spokane City Council approve the acquisition and use of surveillance equipment by City Departments and Programs; and

WHEREAS, SMC01.08.020 requires that Departments and Programs desiring to utilize surveillance equipment provide specific information related to the proposed use of surveillance equipment; and

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The City of Spokane Parking Enforcement Program shall be authorized to utilize License Plate Recognition Technology for the purpose of identifying vehicles eligible for immobilization and or towing under SMC 16A.61.790, vehicles that are in violation of SMC 16A.61.5914 Feeding Meter Beyond Maximum Parking Time, vehicles that are in violation of SMC 16A.61.561 Parking Time Limited and Regulated vehicles that are identified as stolen, and vehicles wanted by the Spokane Police Department for a variety of other reasons.

2. The City of Spokane Parking Enforcement Program shall utilize the License Plate Recognition System in accordance with the following guidelines:

a. License Plate Recognition equipment shall be used by officers of the Parking Enforcement Program for the purposes of identifying vehicles eligible for immobilization and or towing under SMC 16A.61.790, vehicles that are in violation of SMC 16A.61.5914 Feeding Meter Beyond Maximum Parking Time, vehicles that are in violation of SMC 16A.61.561 Parking Time Limited and Regulated, vehicles that are identified as stolen, and vehicles wanted by the Spokane Police Department for a variety of other reasons. The information captured shall be limited to publically visible vehicle plate information of

vehicles in the public right of way and shall not include any registered owner information.

b. The Parking Enforcement Program is authorized to use vehicle mounted License Plate Recognition technology as well as vehicle mounted high resolution wheel cameras for the purpose of identifying valve stem locations.

c. The Parking Enforcement Program is authorized to use vehicle mounted License Plate Recognition technology as part of daily parking enforcement operations.

d. All vehicle plate information collected shall be clearly visible in the public right of way; this information shall be limited to images of vehicle license plates and, in the instance of time stay violations, images of the vehicles wheels for the purpose of identifying valve stem locations. Upon enforcement of a violation by Parking Enforcement, citations are electronically filed in real time with the Spokane Municipal Court. Registered owner information is only requested by the Municipal Court if and when a citation is unpaid after a period of time.

e. The Parking Enforcement Program shall utilize License Plate Recognition technology on a daily basis as part of regular operations to collect vehicle plate information. This information is limited to vehicle plate information, location, and time of day. Vehicle plate information shall be retained for maximum of 48 hours and shall only be accessible by commissioned Parking Enforcement Staff and the Parking Manager.

f. 95% of vehicle plate information captured by Parking Enforcement will used in real time during daily operations for the purposes of identifying vehicles eligible for immobilization and or towing under SMC 16A.61.790, vehicles that are in violation of SMC 16A.61.5914 Feeding Meter Beyond Maximum Parking Time, and vehicles identified as stolen or wanted by the Spokane Police Department. 5% of vehicle plate information will be stored for up to 48 hours to enforce SMC 16A.61.561 Parking Time Limited and Regulated, with no stored information being retained for more than 48 hours.

g. The Parking Enforcement Program will work cooperatively with the Spokane Police Department to provide location information regarding vehicle plates that are identified as stolen or otherwise wanted by the Police Department.

h. Parking Enforcement Officers shall be trained in the basic operations of the License Plate Recognition equipment, how to select various time stays to enforce, how to verify vehicle wheel location, and how to select specific vehicles to issue citations.

i. That no data collected through the use of this equipment, including license plate or vehicle information, shall be sold or shared by the City of Spokane to a private third party for any purpose unless required by the Washington State Public Records Act.

ADOPTED by the Spokane City Council this ____ day of
_____, 20____.

Attest

City Clerk

Approved as to form:

Assistant City Attorney

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

08/11/2014

Date Rec'd

7/30/2014

Clerk's File #

ORD C35135

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

AMBER 625-6275

Project #**Contact E-Mail**

AWALDREF@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 ABANDONED PROPERTY REGISTRATION

Agenda Wording

An ordinance relating to the establishment of an abandoned property registration program; adopting new sections 8.02.0675 to chapter 8.02 and 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code.

Summary (Background)

The City has an increase in the number of abandoned properties subject to foreclosures or other legal proceedings that prevent the properties from being resold. An abandoned property under the ordinance means property that is vacant and subject to foreclosure or other legal proceedings set forth in the ordinance. These properties are often not maintained, subject to vandalism or become substandard and subject to the Building Official's hearing.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head****Study Session****Division Director**

STUCKART, BEN

Other

Public Safety 7/21/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

WHALEY, HUNT

htrautman@spokanecity.org

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance requires lenders or other responsible parties to register abandoned properties with the City and to maintain the properties in order to make sure the properties are secure. The ordinance also provides that upon registration, the City will monitor the property, including periodic site visits.

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

Distribution List

ORDINANCE NO. C35135

AN ORDINANCE relating to the establishment of an abandoned property registration program; adopting new sections 8.02.0675 to chapter 8.02 and 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code.

WHEREAS, pursuant to the powers conferred in the Chapter 35.80 RCW, the City of Spokane seeks to reduce the number of vacant, abandoned or foreclosed buildings, homes or properties, and, through collection of a registration fee which would finance the monitoring of these properties, to proactively deter vandalism and detect decay, thereby protecting the quality/value of the building, home or property, and the integrity of the area in which it is located; and

WHEREAS, the City Council believes properties which are, or are soon to be, vacant, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents under RCW 35.80.010; and

WHEREAS, the City Council is aware of a significant number of these properties within the City of Spokane, which are owned and/or controlled by entities and /or individuals who are reluctant to voluntarily incur the cost and expense of adequately maintaining these properties to the standard found in the areas surrounding the property; and

WHEREAS, consistent monitoring of these properties would act as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the value of the property and the area in which it is located; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents; and

WHEREAS, under SMC 8.02.067, owners of buildings, homes or properties which are identified as substandard, unfit, abandoned or otherwise nuisances are assessed for charges incurred by the City in the enforcement of this code, separate from and in addition to an annual hearing processing fee, assessed until the building, home or property is no longer substandard, unfit, abandoned or otherwise a nuisance; --
Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code to read as follows:

17F.070.520 Abandoned Property Registration Program

A. Purpose

It is the purpose and intent of this section to establish an abandoned property registration program in order to protect the community from becoming blighted as a result of abandoned properties that are not properly secured and maintained. This section requires the lender or other responsible parties of properties that have been abandoned to register those properties with the City as set forth in this section.

B. Definitions

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. "Abandoned Property" means a property that is vacant and (1) is under a current notice of default and/or notice of trustee's sale; (2) is the subject of a pending tax assessor's lien sale; (3) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) has been transferred under a deed in lieu of foreclosure/sale or (5) is subject to a contract forfeiture.
2. "Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
3. "Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
4. "Owner" means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower.

5. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.
6. "Responsible party" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.

C. Registration of Abandoned Properties.

The lenders or other responsible parties of real property which has been abandoned shall register that property with the City of Spokane Department of Building Services within thirty (30) day of the property becoming abandoned or of receiving notice from the City of the requirements of this section. The content of the registration shall include:

1. Proof of ownership, or financial interest, such as a lien or loan,
2. The name and contact information of the owner, lender or responsible party or the agent of the respective entity;
3. The name and contact information for the local property manager responsible for maintaining the property; and
4. Documentation which demonstrates the property is vacant, foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

D. Minimum Property Maintenance Requirements.

The lender or responsible party shall be required to:

1. maintain and keep properties free of conditions including, but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances, and
 - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,
2. secure ponds, pools and hot tubs and ensure that they do not become a public nuisance,
3. secure the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such

size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,

4. take any other action necessary to prevent giving the appearance that the property is abandoned, and
5. monitor property as necessary to prevent the creation of a nuisance.

E. City Monitoring of Property.

Upon registration, the City will provide regular monitoring of the property including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to lender or responsible party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of the property does not relieve the lender or other responsible party from monitoring the property under subsection D.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

As part of the property registration, the lender or responsible party may waive any objection to the City to enter onto the property for purposes of abating a condition that would constitute an unfit or substandard building as established in RCW 35.80.010. The cost of the abatement shall be charged against the property pursuant to SMC 8.02.067. The City shall notify the owner, lender or responsible party five days prior to the City taking abatement action in order to allow the owner, lender or responsible party to abate the condition first unless such abatement constitutes an emergency and must be abated immediately.

The lender or responsible party shall provide written authorization to the police department to issue a trespass order against any unauthorized individual from the property.

G. Local Property Manager/Agent

The lender or responsible party shall provide the City with the name and contact information of the local property manager or agent who has the authority to act to respond to complaints regarding the property and to remedy any substandard or unfit conditions found on the property.

H. Annual Abandoned Property Registration Fee.

The lender or responsible party shall pay the annual abandoned property registration fee as set forth in SMC.8.02.069.

I. Building Official's Substandard or Unfit Building Declaration

If an abandoned property that has been properly registered with the Director of Building Services pursuant to this section is subsequently determined to be a substandard or unfit building by the Building Official pursuant to SMC 17F.070.400-.450, the abandoned property registration fee will not be imposed if the property is subject to the other fees set forth in SMC 8.02.067. If the property is removed from the Building Official's review agenda and the property is not occupied, the abandoned property registration shall be imposed.

J. Policies and Procedures

The City may develop policies to implement the procedure set forth above, which are consistent with and do not conflict with the provisions of this section, the Spokane Municipal Code, or the Revised Code of Washington.

K. Violation

Any person, firm or entity who fails to register an abandoned property pursuant to this section shall be subject to a class 1 civil infraction. Each day shall constitute a separate violation. Failure to maintain the property may result in the issuance of a criminal misdemeanor violation under SMC 10.08.030 for maintaining a nuisance property.

Section 2. That there is adopted a new section 8.02.0675 to chapter 8.02 of the Spokane Municipal Code to read as follows:

8.02.0675 Abandoned Property Registration Fee

There shall be a fee for an abandoned property registration under SMC 17F.070.520 in the amount of \$_____.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

08/25/2014

Date Rec'd

8/13/2014

Clerk's File #

ORD C35319

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625-6269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 AN ORDINANCE RELATING TO GROSS MISDEMEANOR PENALTY

Agenda Wording

An ordinance relating to gross misdemeanor penalty provisions; amending SMC sections 1.02.950, 10.02.021, 10.07.021, 10.08.250, 10.11.010 and 10.20.010.

Summary (Background)

The Spokane Municipal Code currently defines the penalty provision of a gross misdemeanor to include imprisonment of one year. RCW 3.50.440 was amended to provide that a gross misdemeanor shall be punished by imprisonment of up to three hundred sixty-four days. This ordinance will amend the references in the SMC of imprisonment of one year to three hundred sixty-four days to match state law.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

Public Safety

Finance

LESESNE, MICHELE

Distribution List**Legal**

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The State legislature amended state law to reduce the imprisonment term by one day to prevent unintended consequences with federal law relating to automatic deportation of a person who has lawfully immigrated to the U.S., is a victim of domestic violence or a political refugee, even when all or part of a sentence to confinement is suspended. This ordinance does not change the maximum monetary penalty of five thousand dollars or the potential for both a fine and imprisonment.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35319

AN ORDINANCE relating to gross misdemeanor penalty provisions; amending SMC sections 1.02.950, 10.02.021, 10.07.021, 10.08.250, 10.11.010 and 10.20.010.

The City of Spokane does ordain:

Section 1. That SMC section 1.02.950 is amended to read as follows:

1.02.950 General Penalty

- A. Under the constitution and laws of Washington, the charter, and general ordinances, the City has and hereby asserts the right to enforce the provisions of this code by all appropriate means, including actions and suits in the superior court and municipal court, and administrative proceedings for revocation of license or permit, for collection of penalty or recovery of costs of enforcement, for summary abatement of nuisance, and otherwise.
- B. Each of the following persons is liable for any penalty provided herein:
 - 1. A person doing an act which this code provides a person may not do.
 - 2. A person omitting to do an act which this code provides a person is required to do.
 - 3. A person committing an act or omission which this code provides to be unlawful; or
 - 4. A person otherwise violating this code.

The principles of liability set forth in SMC 10.01.050, SMC 10.01.070, and SMC 10.01.080 for persons legally responsible for the conduct of another, for owners of property in the custody of others and for principals and agents apply equally in cases of civil and criminal liability.
- C. The maximum civil penalties and default amounts, not including statutory assessments, for a violation of this code, unless otherwise provided by state law, are:
 - 1. Class 1 civil infraction: Two hundred fifty dollars.
 - 2. Class 2 civil infraction: One hundred twenty-five dollars.
 - 3. Class 3 civil infraction: Fifty dollars.
 - 4. Class 4 civil infraction: Twenty-five dollars.
- D. Whenever a monetary penalty is imposed by a court under chapter 1.05 SMC, it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.

- E. The court may also order a person found to have committed a civil infraction to make restitution.
- F. The maximum criminal penalty for a violation of this code is a fine ~~((of))~~ not to exceed five thousand dollars, imprisonment ~~((for one year))~~ of not more than three hundred sixty-four days, or both fine and imprisonment.
- G. The penalties for violations of Title 16A SMC, both infractions and criminal offenses, are as fixed by statute, court rule, or chapter 8.02 SMC.
- H. The penalties for violations of the City penal code, Title 10 SMC, Division I, chapter 10.01 SMC through chapter 10.20 SMC, are as set forth in each section, or as provided in the statutory counterpart, or as otherwise provided.
- I. Unless otherwise provided, a violation of this code, except for a failure to pay a bill or other charge, is a misdemeanor.

Section 2. That SMC section 10.02.021 is amended to read as follows:

10.02.021 Maximum Sentences for Crimes

- A. Misdemeanor.
Every person convicted of a gross misdemeanor defined in SMC 10.02.020 shall be punished by imprisonment for a maximum term fixed by the court of not more than ~~((one year))~~ three hundred sixty-four days, or by a fine in an amount fixed by the court ~~((of not more than))~~ not to exceed five thousand dollars, or by both such imprisonment and fine.
- B. Misdemeanor.
Every person convicted of a misdemeanor defined in SMC 10.02.020 shall be punished by imprisonment for a maximum term fixed by the court of not more than ninety days, or by a fine in an amount fixed by the court of not more than one thousand dollars, or by both such imprisonment and fine. (RCW 9A.20.021)

Section 3. That SMC section 10.07.021 is amended to read as follows:

10.07.021 Criminal Impersonation

- A. No person may with intent to defraud another or for any other unlawful purpose:
 - 1. assume a false identity and do an act in his assumed character, or
 - 2. pretend to be a representative of some person or organization or public servant and do an act in his pretended capacity.
- B. The penalty for violation of this section is a fine not to exceed five thousand dollars, or imprisonment for not more than ~~((one year))~~ three hundred sixty-four days, or both such fine and imprisonment.

Section 4. That SMC section 10.08.250 is amended to read as follows:

10.08.250 General Penalties – Jurisdiction for Violations

- A. Every person guilty of a violation of this article for which no penalty has been specifically provided shall be liable, on conviction, for a:
1. first offense to a penalty of not more than five hundred dollars, or to imprisonment for not more than two months, or both;
 2. second offense to imprisonment for not more than six months; and
 3. third or subsequent offense to imprisonment for not more than ~~((one year))~~ three hundred sixty-four days.
 4. If the offender convicted of an offense referred to in this section is a corporation, it shall for a:
 - a. first offense be liable to a penalty of not more than five thousand dollars, and
 - b. second or subsequent offense to a penalty of not more than ten thousand dollars, or to forfeiture of its corporate license, or both.
- B. Every district judge and municipal judge shall have concurrent jurisdiction with superior court judges of the State of Washington of all violations of the provisions of this title and may impose any punishment provided therefor.

Section 5. That SMC section 10.11.010 is amended to read as follows:

10.11.010 Assault

- A. No person may willfully use or threaten to use by purposeful words or acts unlawful physical force against the person of another.
- B. The penalty for violation of this section is a fine not to exceed five thousand dollars, or imprisonment for not more than ~~((one year))~~ three hundred sixty-four days, or both such fine and imprisonment.

Section 6. That SMC section 10.20.010 is amended to read as follows:

10.20.010 General Penalty

A person found guilty of violating any provision of Title 10 SMC, Division I, is subject to a maximum penalty of imprisonment in jail for ~~((one year))~~ not more than three hundred sixty-four days and a fine ~~((of))~~ not to exceed five thousand dollars for each offense or for each day of a continuing violation, except as otherwise provided.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/25/2014

Date Rec'd	8/13/2014
Clerk's File #	ORD C35140
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 625-6269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 ORDINANCE RELATING TO FALSE ALARMS

Agenda Wording

An ordinance relating to false alarms; amending SMC section 10.48.220.

Summary (Background)

SMC 10.48.220, regarding false alarms, currently allows the Police Department to suspend a false alarm registration and response if an alarm user has four false alarms in a year. This amendment will enable the Police Department to require the alarm user to respond with the Police after there have been three false alarms.

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

Ordinance No. C35140

An ordinance relating to false alarms; amending SMC section 10.48.220.

The City of Spokane does ordain:

Section 1. That SMC section 10.48.220 is amended to read as follows:

Section 10.48.220 Suspension of Registration

- A. Any alarm user having more than three false alarm responses in any calendar year may, on the event of the fourth such incident, have his alarm registration suspended for ninety days or the balance of the year for which the registration is valid, whichever is greater. After the third false, it will be at the discretion of the radio dispatch supervisor to require an alarm user to respond with the police to the alarm site. If the alarm user for the alarm authorizes a non-response to repeated alarms (i.e. until he/she can initiate repairs), that information will be entered into a PIN for that address. An alarm registration suspension may be designated as a long term non-response consistent with Chapter 10.48 SMC with a PIN warning being entered for future non-response on alarm activations only.
- B. Any alarm user having annual registration and/or false alarm cost recovery fees past due in any year shall have his registration suspended until all outstanding fees have been paid in full.
- C. Furnishing false information on an alarm registration application is prohibited.
 - 1. On the first offense, the alarm administrator shall suspend the alarm user's registration for thirty days.
 - 2. On the second offense, the alarm administrator shall suspend the alarm user's registration for the remainder of the registration period.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/25/2014

Date Rec'd	8/13/2014
Clerk's File #	ORD C35141
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CANDACE 625-6256
Contact E-Mail	CMUMM@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 CROSSWALK ORDINANCE

Agenda Wording

An ordinance to implement Comprehensive Plan policies: TR 1.1, TR 2.6, TR 2.9, TR 3.3, TR 4.20, TR 4.25, TR 5.1, TR 7.1, TR, 7.2, TR 9.3.

Summary (Background)

The City of Spokane Comprehensive Plan of 2001 anticipated an economic trend that is being documented as a primary economic driver in 2014. "The future growth of walkable urban places could provide the same economic base in the 21st century that drivable sub-urbanism did in the mid- to late-20th century." Spokane's Comprehensive Plan anticipated economic development in targeted development areas, the City's 17 Centers and 3 Corridors, which were designated for walkable urban revitalization.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	PCED Committee
<u>Division Director</u>		<u>Other</u>	Community Assembly,
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Preliminary studies indicate a correlation between economic development and regionally significant walkable urban places. "Wealth-creating development in many metropolitan areas has begun a permanent shift away from drivable sub-urban to walkable urban." Walkable urbanism and per capita GDP are also positively correlated. This revision to the City's crosswalk ordinance (17H.010.210) and addition of a regional trails section (17H.010.215) provides a foundational element of economic vitality: functional crosswalks. Neighborhood sub-area planning since Comprehensive Plan adoption has restated and reinforced our citizens' intention to establish walkable neighborhoods and commercial areas. All of these sub-area plans emphasize the importance of walkability to the economic vitality and safety of their neighborhoods.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35141

AN ORDINANCE relating to crosswalks; amending SMC section 17H.010.210 and adopting a new section 17H.010.215 to chapter 17H.010 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 17H.010.210 is amended to read as follows:

Section 17H.010.210 Crosswalks

- A. Generally, ~~((painted))~~ marked crosswalks are installed ~~((only))~~ in centers and corridors (CC, DTC, DTG, DTS, DTU zones), adjacent schools, parks, hospitals, churches, trail crossings, other significant pedestrian generating facilities, at ((patrolled school crossing and)) signalized intersections and at locations identified in the Pedestrian Master Plan ((as approved by the director of streets)).
- B. At locations on arterial streets identified in section A, marked crosswalks shall be established at every intersection, on all legs accessible to pedestrians, when the street is reconstructed or resurfaced or the crosswalk can be funded from grant or programmatic sources. Mid-block marked crosswalks may be installed on arterial streets where significant pedestrian traffic generators exist or where pedestrian conditions warrant. Exceptions to this section are allowed when engineering studies determine that a crosswalk proposed for marking does not meets nationally recognized safety standards.
- ~~B C.~~ Installation of ((painted)) marked crosswalks at ((other)) locations other than those identified in subsection A requires an engineering study and the approval of the director of streets. Neighborhood councils shall be consulted and their input taken prior to installation of a crosswalk. The engineering study shall identify locations where there is a substantial conflict between vehicle and pedestrian movements or where pedestrians could not otherwise recognize the proper place to cross.
- ~~C.~~ Any new marked crosswalk must be approved by the director of streets prior to construction.
- D. An advanced stop line shall be located in advance of each crosswalk at an arterial intersection and any mid-block crosswalk in locations defined in Section A, per the Manual on Uniform Traffic Control Devices (MUTCD).
- E. Americans with Disabilities Act (ADA) compliant curb ramps shall be installed at all newly marked crosswalks. The preferred curb ramp design shall be directional

(perpendicular or parallel), as defined by American Association of State Highway and Transportation Officials (AASHTO) guidelines, where right-of-way and topography allow. Guidance per Federal Highway Administration Best Practices Design Guide shall inform curb ramp design.

- F. In the event a bus stop is relocated or modified as part of the establishment of a new crosswalk or improvement thereto, the new bus stop shall meet ADA accessibility standards adopted by reference in 49 CFR 37.
- G. In centers and corridors (CC, DTC, DTG, DTS, DTU zones) on new, resurfaced, rehabilitated or reconstructed arterial intersections with three or more lanes and no traffic signal, marked crosswalks with a mid-point pedestrian refuge shall be constructed, unless in conflict with an adopted sub-area or neighborhood plan or contrary to the findings of an engineering study. Travel lane widths may be narrowed and/or the number of travel lanes may be reduced and/or additional, existing right-of-way may be utilized to accommodate pedestrian refuges. Pedestrian refuges shall be vegetated or treed or otherwise contain elements to establish a sense of place. Landscaping shall be designed and maintained to provide appropriate visibility between pedestrians and approaching motorists from both directions.
- H. Raised crosswalks may be installed in lieu of pedestrian refuges. Detectable warnings shall be included at the curb line on all raised crosswalks.
- I. The design of marked crosswalks on arterial streets shall meet guidance in the Federal Highway Administration Best Practices Design Guide, NACTO or other nationally recognized guidelines.
- J. Crosswalk markings and signs shall be maintained.
- K. Marked crosswalks shall only be removed on the recommendation of the Planning Director and with Council approval, which shall be authorized by resolution.
- L. The City administration should adopt policies and guidelines to implement the provisions of this section. Such policies and guidelines shall not conflict with the provisions of this section.

Section 2. That there is adopted a new section 17H.010.215 to chapter 17H.010 of the Spokane Municipal Code to read as follows:

17H.010.215 Regional Trail Crossings

- A. Generally, regional trails are grade separated. Where grade separation is not possible, raised crosswalks shall be installed on all streets at regional trail

- crossings when either a street is resurfaced or reconstructed or when a new trail is constructed. Detectable warnings shall be included between at the curb line.
- B. Traffic controls shall be installed requiring on-street traffic to yield or stop at all on-grade trail crossings, per an engineering study.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
09/08/2014

Date Rec'd	8/27/2014
Clerk's File #	ORD C35143
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact	BEN 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 CREATION OF A DOMESTIC VIOLENCE PREVENTION FUND		

Agenda Wording

An ordinance relating to the creation of a Domestic Violence Prevention fund; adopting a new section 7.08.149 to chapter 7.08 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a Domestic Violence Prevention Fund pursuant to RCW 10.99.080, which allows the Court to impose a penalty of up to \$100 against any person convicted of a crime involving domestic violence. Revenue from the assessment shall be used solely for the purposes of establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs.

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

ORDINANCE NO. C35143

AN ORDINANCE relating to the creation of a domestic violence prevention fund; adopting a new section 7.08.149 to chapter 7.08 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.08.149 to chapter 7.08 of the Spokane Municipal Code to read as follows:

7.08.149 Domestic Violence Prevention Fund

There is established a special revenue fund to be known as the “Domestic Violence Prevention Fund” into which shall be deposited funds generated from the penalty assessments issued pursuant to RCW 10.99.080. The fund will be used consistent with the provisions of RCW 10.99.080 (2), which includes establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
09/08/2014

Date Rec'd	8/27/2014
Clerk's File #	ORD C35144
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact	BEN 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 DOMESTIC VIOLENCE VICTIM DISCRIMINATION ORDINANCE		

Agenda Wording

An ordinance relating to domestic violence victim discrimination; amending SMC sections 1.06.010, 1.06.020, 1.06.030, and 1.06.090.

Summary (Background)

This ordinance amends Chapter 1.06 SMC, the City's ordinance against discrimination in housing and employment, by adding "domestic violence victim status" to the list of individuals protected under the ordinance.

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

ORDINANCE NO. C35144

An ordinance relating to domestic violence victim discrimination; amending SMC sections 1.06.010, 1.06.020, 1.06.030, and 1.06.090.

The City of Spokane does ordain:

Section 1. That SMC section 1.06.010 is amended to read as follows:

1.06.010 Findings

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability as defined by the American with Disability Act and/or the Washington State Law Against Disability, Chapter 49.60 RCW, poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

Section 2. That SMC section 1.06.020 is amended to read as follows:

1.06.020 Purpose

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability as defined by the American with Disability Act and/or the Washington State Law Against Disability, Chapter 49.60 RCW. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing and public accommodations. SMC 1.06.010 through SMC 1.06.090 represent the least restrictive means of achieving the City's objectives. In furtherance of this policy, those sections are to be broadly construed consistent with their remedial purpose and the intent expressed in this paragraph. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.

Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City by its officers, employees or agents

- B. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie within the City of Spokane municipal court.
- C. Nothing in this chapter shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights.

Section 3. That SMC section 01.06.030 is amended to read as follows:

1.06.030. Definitions

- A. "Commission" means the human rights commission established in chapter 4.10 SMC.

- B. Disability.

- 1. "Disability" means the presence of a sensory, mental, or physical impairment that:

- a. is medically cognizable or diagnosable; or
 - b. exists as a record or history; or
 - c. is perceived to exist whether or not it exists in fact.

A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of chapter 1.06 SMC.

- 2. For purposes of this definition, "impairment" includes, but is not limited to any:
 - a. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
 - b. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

3. Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and the:
 - a. impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.

For purposes of this subsection, a limitation is not substantial if it has only a trivial effect.

C. Discrimination, Discriminate.

1. "Discrimination" means different or unequal treatment because of race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or disability.
2. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability as defined by the American with Disability Act and/or the Washington State Law Against Disability, Chapter 49.60 RCW.

D. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5).

ED. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment.

EE. Employer.

1. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City.
2. The term means one who employs:

- a. twenty-five or more employees in 1999;
- b. fifteen or more employees in 2000; and
- c. eight or more employees as of January 1, 2001, and thereafter.

3. The term includes the City itself, its boards, commissions and authorities.

GF. "Familial status" means the relationship between two or more individuals, at least one of whom:

- 1. has not attained eighteen years of age and is domiciled with:
 - a. parent or person having legal custody; or
 - b. the designee, with written permission of a parent or person having legal custody; or
- 2. is pregnant; or
- 3. is in the process of securing legal custody of an individual who has not attained eighteen years of age.

HG. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

IH. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.

JL. "Marital status" means the status of being married, single, separated, divorced or widowed.

KJ. "National origin" includes ancestry.

LK. "Person" includes:

- 1. one or more individuals, partnerships, associations, organizations, corporations, cooperatives, legal representatives, trustees and receivers, or any group of persons;
- 2. any owner, lessee, proprietor, manager, agent or employee, whether one or more natural persons; and
- 3. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

ML. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or

lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

NM. "Sex" means gender.

ON. "Sexual orientation" means heterosexuality, homosexuality and bisexuality.
Section 4. That SMC section 01.06.090 is amended to read as follows:

1.06.090 Nondiscrimination

A. Housing Practices.

1. It is a violation of this chapter for any person to discriminate by:
 - a. refusing to sell, lease, rent or otherwise make available any offered real property;
 - b. expelling a purchaser, lessee or renter from any real property;
 - c. altering the price, terms, conditions or privileges relating to the sale, rental, lease or occupancy of real property, or in the furnishing of any facilities or services in connection with real property;
 - d. attempting to discourage the sale, rental or lease of any real property to a purchaser, lessee or renter;
 - e. publishing, circulating, issuing or displaying, or causing to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the sale, rental or lease of real property which indicates any preference, limitation or specification with respect thereto;
 - f. assisting, inducing, compelling or coercing another person to commit an act or engage in a practice that violates this subsection;

- g. coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of having aided or encouraged any other person in the exercise of, any right granted or protected by this subsection.
- 2. Nothing in this subsection shall apply to:
 - a. a single-family house rented or leased by the owner if the owner does not own or have an interest in the proceeds of the rental or lease of more than three such single-family houses at one time, the rental or lease occurred without the use of a real estate broker or sales person, and the rental or lease occurred without the publication, posting or mailing of any advertisement, sign or statement in violation of subsection (A)(1)(e) of this section; or
 - b. rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner maintains and occupies one of the rooms or units as his residence.
- 3. No person whose business includes engaging in residential real estate related transactions may discriminate in making available or in the terms and conditions of such a transaction. "Residential real estate related transaction" means the making or purchasing of loans or providing other financial assistance for purchasing, construction, improving, repairing or maintaining a dwelling or securing residential real estate, or the selling, brokering or appraising of residential real property.
- 4. No real estate licensee may accept or retain a listing of real property for sale, lease or rental with an understanding that a purchaser may be discriminated against with respect to the sale, rental or lease.
- 5. No person may for profit induce or attempt to induce any other person to sell or rent any dwelling by representations regarding entry or prospective entry into the neighborhood of a person or person of a particular race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability as defined by the American with Disability Act and/or the Washington State Law Against Disability, Chapter 49.60 RCW.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35145

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

AMBER 625-6275

Project #**Contact E-Mail**

AWALDREF@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 LEGACY COMMERCIAL RATE ORDINANCE

Agenda Wording

An ordinance relating to Public Utilities Sewer rates; amending SMC 13.03.1208.

Summary (Background)

This ordinance incorporates into the SMC the previously approved administrative policy regarding commercial rate classifications for new utilities customer applications whose redevelopment of an existing building has been billed historically as a commercial property and is located in a commercial, center and corridor or downtown zone.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

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Select \$

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

MCDANIEL, ADAM

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

Public Works

Finance

LESESNE, MICHELE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C35145

An ordinance relating to Public Utilities Sewer rates; amending SMC 13.03.1208.

WHEREAS, the City of Spokane's Administrative Policy and Procedures identify Commercial Rate Classifications in the City's Utilities Division; and

WHEREAS, there are different classifications and criteria used to determine rates in the Water, Sewer and Solid Waste departments; and

WHEREAS, clarification of the criteria would help bring transparency, understanding and consistency to property owners contemplating revitalization of existing buildings; and

WHEREAS, the City would benefit from increased utility customers in buildings that currently have their service turned off, and would further benefit from increased occupancy in existing buildings; - - Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1208 is amended to read as follows:

13.03.1208 Combination Domestic/Commercial

- A. Effective August 1, 2014, unless the domestic units qualify for another billing category, ((Domestic)) upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is metered and paid as one account to the utilities billing division, shall be billed at the commercial rate as provided in chapter 13.03 SMC. ((as follows: One basic service charge plus the commercial user charge plus the basic service charge, less credit for customer service costs, for each domestic dwelling unit of the complex per month.))

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35146

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

AMBER 625-6275

Project #**Contact E-Mail**

AWALDREF@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 URBAN UTILITY INSTALLATION FUND

Agenda Wording

An ordinance relating to the establishment of a Pilot Urban Utility Installation Fund; adopting a new section 8.10.230 to chapter 8.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance creates a Pilot Urban Utility Installation Fund initially funded with \$250,000 to assist the City's utilities departments to mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing structures or in-fill development with new structures on properties in the downtown core and in other centers and corridors targeted for infill

Fiscal Impact**Budget Account**

Select \$

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

MCDANIEL, ADAM

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

Public Works

Finance**Distribution List****Legal**

RICHTMAN, JAMES

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

identified in the Urban Utility Installation Area map. Projects will be selected based on criteria established in the ordinance. Continued funding will be based on increase in utility revenue associated with the installation of new or upgrades to existing public utility infrastructures, including utility hook-up fees and charges.

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

Distribution List

Ordinance No. C35146

AN ORDINANCE relating to the establishment of a Pilot Urban Utility Installation Project; adopting a new section 8.10.230 to chapter 8.10 of the Spokane Municipal Code.

WHEREAS, one of the goals of the Comprehensive Plan is to create a vital, livable downtown by maintaining it as the region's economic and cultural center, and preserving and reinforcing its urban character; and

WHEREAS, Downtown Spokane is the largest center with the most capacity for infill growth in both vacant buildings and underutilized property; and

WHEREAS, one of the most significant costs to urban redevelopment is the installation of new or upgrades to existing public utilities infrastructures located in the City's right-of-way; and

WHEREAS, public utilities infrastructure improvements in the right-of-way completed in conjunction with private redevelopment of existing structures benefits the City and the entire region; and

WHEREAS, the City Council desires to coordinate the installation of new or upgrades to existing city-owned public utilities located in the right-of-way with the redevelopment of existing structures and infill development in the downtown core and eventually in other centers and corridors appropriate for infill; and

WHEREAS, such coordination will improve the efficiency of City-owned public utility infrastructure and increase utility revenue; and -- Now, Therefore,

The City Council does ordain:

Section 1. That there is adopted a new section 8.10.230 to Chapter 8.10 of the Spokane Municipal Code to read as follows:

8.10.230 Pilot Urban Utility Installation Project

A. Pilot Urban Utility Installation Project

There is created a Pilot Urban Utility Installation Project established to provide funding to the City's utilities departments to mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing structures or in-fill development with new structures on properties in the downtown core and in other centers and corridors targeted for infill identified in the Urban Utility Installation Area map.

B. Project Criteria

1. The City will coordinate with abutting property owners to install new or upgrade existing public utilities infrastructure located in the city right-of-way. Projects will be evaluated based on objective criteria which includes but is not limited to, the timing and extent of the redevelopment project, project financial resources, increased demand for public utility services, projected utility revenue to the city, and the impact and efficiency of the existing infrastructure. The city administration shall develop criteria consistent with this section for the awarding of project monies which shall be approved by resolution by City Council.
2. Priorities for funding shall include, but are not limited to, the following:
 - a. Re-use of buildings (historic preservation),
 - b. Density & infill mix of housing,
 - c. Affordable housing within a development,
 - d. Mix use of commercial and retail, and
 - e. Increased demand on public utility services.

C. Urban Utility Installation Area

The projects to be funded by Pilot Urban Utility Installation Project shall be located in the Urban Utility Installation Area, which is established in the map set forth in Attachment A, which may be amended by the city council to include other centers and corridors targeted for in-fill development.

D. Application Process

The applicant shall make application for project funding to the Utilities Department on a form supplied by the department. The application shall include, but not limited to, information regarding the redevelopment project financial funding and any other relevant financial information requested by the planning and development department director. The information required on the application and provided by the applicant shall demonstrate how the project satisfies the project criteria set forth in this section and the administrative policies.

E. Initiation and Completion of Projects

Once a project is approved, the City shall determine when to initiate and complete projects for the installation of new or upgrades to existing city-owned public utility infrastructures in the city right-of-way. Funding for the specific projects shall be allocated to the applicable utilities department pursuant to the City's existing financial transfer procedures

F. Funding

1. Increases in utility revenue associated with the installation of new or upgrades to existing public utility infrastructures installed pursuant to this section, including utility hook-up fees and charges, shall be allocated to the Pilot Urban Utility Installation Project.
2. Individual project funding shall not exceed forty thousand dollars (\$40,000).
3. As a pilot program, the amount of utility revenue generated will be evaluated over the course of five years to determine the success of the Project. The program will sunset after five years and must be renewed at that time.

G. Administrative Policy.

The city administration shall develop policies and procedures to implement the provisions of this section, which shall be approved by resolution of the city council. Such policies and procedures must be consistent with and shall not conflict with the provisions of this section. The policies and procedures may include provisions developing the criteria necessary to award project funding.

- H. The city administration shall update the city council at least twice a year on the Pilot Urban Utility Installation Project program including the number of applications, the status of approved and completed projects and the amount of increased property taxes.


ADOPTED BY THE CITY COUNCIL ON _____.

— City Clerk

Approved as to form:

Assistant City Attorney

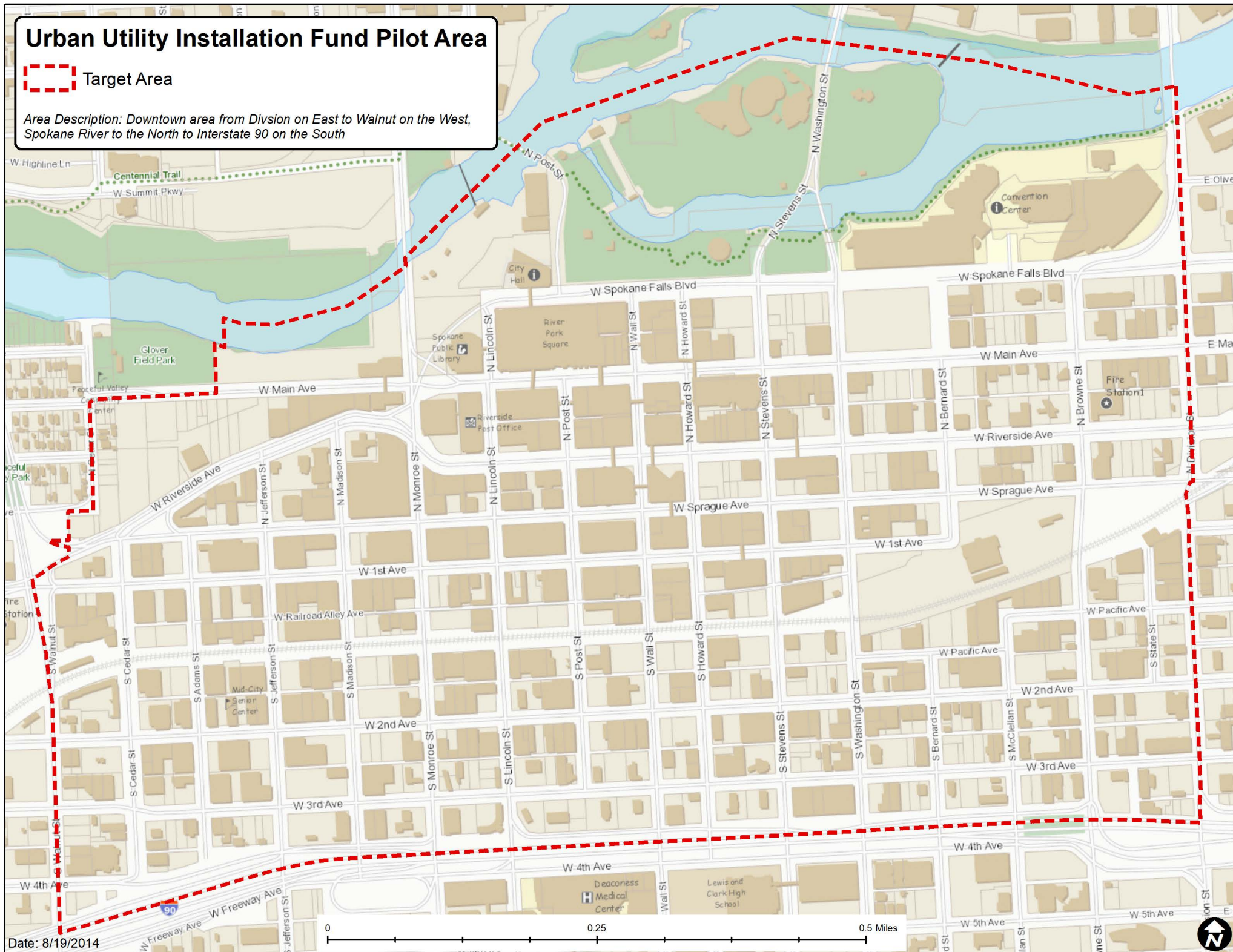
Urban Utility Installation Fund Pilot Area

 Target Area

Area Description: Downtown area from Division on East to Walnut on the West, Spokane River to the North to Interstate 90 on the South

 Target Area

Area Description: Downtown area from Division on East to Walnut on the West, Spokane River to the North to Interstate 90 on the South



Date: 8/19/2014

0 0.25 0.5 Miles



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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35147

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

AMBER 625-6275

Contact E-Mail

AWALDREF@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 PUBLIC BID REQUIREMENTS ORDINANCE

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

An ordinance relating to public works bid requirements; amending SMC section 7.06.130.

Summary (Background)

This ordinance provides that as a condition of performing work on a public works contract for the City, in addition to the mandatory bidder responsibility criteria in RCW 39.04.350, a contractor shall include in a public bid response a list of all first-tier subcontractors proposed by the responding bidder as part of the bid response, who shall not presently be disqualified or debarred under either state law or the Spokane Municipal Code.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

Public Works

Finance

LESESNE, MICHELE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Contractors shall be permitted to replace a first-tiered contractor listed in its bid response, which shall not increase the bid amount.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35147

AN ORDINANCE relating to public works bid requirements; amending SMC section 7.06.130.

The City of Spokane does ordain:

Section 1. That SMC section 7.06.130 is amended to read as follows:

7.06.130 Evaluation

- A. Bids are evaluated based upon the requirements set forth in the invitation for bids. The criteria for award shall be objectively measurable. No criteria may be used that are not set forth in the invitation. Bid evaluation shall be based on the following criteria where applicable and only which can be reasonably determined:
1. Price and the effect of term discounts. Price may be determined by the life-cycle costing if so indicated in the invitation.
 2. The conformity of the goods, public work and/or services bid with the invitation for bid or request for quotation specifications depicting the quality and the purposes for which they are required.
 3. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 5. Whether the bidder can perform the contract within the time specified.
 6. The quality of performance on previous contracts.
 7. The previous and existing compliance by the bidder with laws relating to the contract.
 8. Servicing resources, capability and capacity.
 9. Lack of uniformity or interchangeability, if such factors are important.
 10. The energy efficiency of the product as projected throughout the anticipated useful life of the product; and
 11. Such other information as may be secured having a bearing on the decision to award the contract.
- B. As a condition of performing work on a public works contract for the City, in addition to the mandatory bidder responsibility criteria in RCW 39.04.350, a contractor shall qualify in accordance with the provisions of article VIII of this chapter and shall include in a public bid response a list of all first-tier subcontractors proposed by the responding bidder as part of the bid response.

who shall not presently be disqualified or debarred under either federal or state law or the Spokane Municipal Code. Contractors shall be permitted to replace a first-tiered contractor listed in its bid response, which shall not increase the bid amount. In addition to information specified in article VIII, the City may request, on a project by project basis, any other information deemed necessary to ensure that prospective contractors meet the responsibility standards established by this article and otherwise possess sufficient qualifications and capabilities in all respects to successfully qualify for and perform public works contracts.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35148

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

NANCY ISSERLIS EXT. 6225

Project #**Contact E-Mail**

NISSERLIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 ORDINANCE RELATING TO THE CODE OF ETHICS

Agenda Wording

An Ordinance relating to the Code of Ethics; adopting a new chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code

Summary (Background)

Language changes to enhance duties and powers of the Ethics Commission and address enforcement powers and complaint process.

Fiscal Impact

Neutral \$ 0.00

Budget Account

0000 00000 00000

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

DALTON, PAT

Council Notifications**Study Session****Division Director****Other****Finance**

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

nisserlis@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

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Purchasing

rimus@spokanecity.org

ORDINANCE NO. C35148

AN ORDINANCE relating to the Code of Ethics; adopting a new chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 1.04A to Title 1 of the Spokane Municipal Code to read as follows::

Chapter 1.04A Code of Ethics

Sections:

- 1.04A.010 Purpose
- 1.04A.020 Definitions
- 1.04A.030 Prohibited Conduct
- 1.04A.040 Penalties for Noncompliance
- 1.04A.050 Recall of Elected Official for Violation of Code of Ethics
- 1.04A.060 Where to Seek Initial Review
- 1.04A.070 Where to Seek Judicial Review
- 1.04A.080 Ethics Commission
- 1.04A.090 Duties and Powers
- 1.04A.100 Ex Parte Communication
- 1.04A.110 Complaint Process of the Ethics Commission
- 1.04A.120 Training
- 1.04A.130 Restrictions on Ethics Commission Members
- 1.04A.140 Vacancy and Removal
- 1.04A.150 Limitation Period
- 1.04A.160 Applicability
- 1.04A.170 Advisory Opinion
- 1.04A.180 Severability

1.04A.010 Purpose

- A. It is the policy of the City of Spokane to uphold, promote and demand the highest standards of ethics from all of its employees and City officers, whether elected, appointed or hired. City officers and employees shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles

as public servants including the appearance of impropriety, and never use their City position, authority or resources for personal gain.

- B. It is the intent of the City Council that this chapter be reasonably construed to accomplish its purpose of protecting the public against decisions that are affected by undue influence, conflicts of interest or any other violation of this Code of Ethics. This Code of Ethics is supplemental to state law, including, but not limited to, chapter 42.20 RCW – Misconduct of Public Officers, chapter 42.23 RCW – Code of Ethics for Municipal Officers – Contract Interests, and chapter 42.36 RCW – Appearance of Fairness Doctrine.
- C. It is the function of the Ethics Commission to pursue the above stated policy of the City of Spokane. The Ethics Commission shall develop training, programs and initiatives in support of this goal.

1.04A.020 Definitions

The following words and phrases as used in this chapter, unless the context clearly indicates otherwise, shall have the following meanings:

- A. “Agency” means any City board, commission, bureau, committee, department, institution, division or tribunal in City government.
- B. “Assist” means to act, or offer or agree to act, in such a way as to help, aid, advise, furnish information to or otherwise provide assistance to another person, believing that the action is of help, aid, advice or assistance of the person with intent so to assist such person.
- C. “Beneficial interest” has the meaning ascribed to it under the Washington case law. However, an ownership interest in a mutual fund or similar investment pooling fund in which the owner has no management powers does not constitute a beneficial interest in the entities in which the fund or pool invests.
- D. “Business” means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding company, joint stock company, receivership, trust or any legal entity organized for profit.
- E. “City” means the City of Spokane, Washington.
- F. “City action” means any action on the part of an agency, including, but not limited to:
 - 1. a decision, determination, finding, ruling or order; and

2. a grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect to a decision, determination, finding, ruling or order.
- G. "City officer" means every individual elected, appointed, hired or otherwise selected to an office or position with the City, or any subdivision, agency, committee or board thereof, whether such individual is paid or unpaid.
- H. "Compensation" means anything of economic value, however designated, that is paid, loaned, granted or transferred, or to be paid, loaned, granted or transferred for, or in consideration of, personal services to any person.
- I. "Confidential information" means:
1. Specific information, rather than generalized knowledge, that is not available to the general public on request; or
 2. Information made confidential by law including but not limited to taxpayer information, RCW 82.32.330; information regarding organized crime, RCW 43.43.856; criminal history information, Chapter 10.97 RCW; medical records, Chapter 70.02 RCW; and juvenile records, RCW 13.50.010; or
 3. Information that is initially disclosed or discussed in executive session, and which is not available to the general public on request; however
 4. Confidential information does not include information authorized by the mayor or a majority vote of the council to be disclosed.
- J. "Contract" or "grant" means an agreement between two or more persons that creates an obligation to do or not to do a particular thing. "Contract" or "grant" includes, but is not limited to, an employment contract, a lease, a license, a purchase agreement or a sales agreement.
- K. "Ethics Commission" means the commission on ethical conduct for and duly appointed by the City.
- L. "Employee" means any person holding a regularly compensated position of employment with the City but does not include elected officers and persons who serve without compensation on City boards and commissions.
- M. "Exempt employee" shall mean those City employees not represented by a recognized labor union and identified by both the City administration and the applicable labor unions as exempt confidential employees.
- N. "Family member" means:
1. a spouse or domestic partner; or

2. any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or
 3. any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the City officer or employee.
- O. "Gift" means anything of economic value or tangible worth for which no consideration is given. "Gift" does not include:
1. items from family members or friends where it is clear that the gift was not made as part of any design to gain or maintain influence in the agency of which the recipient is an officer or employee;
 2. items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties;
 3. items exchanged among officials and employees or a social event hosted or sponsored by a City officer or City employee for coworkers;
 4. payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 5. items a City officer or City employee is authorized by law to accept;
 6. payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 7. items returned by the recipient to the donor within thirty days of receipt or donated to a charitable organization within thirty days of receipt;
 8. campaign contributions reported under chapter 42.17 RCW;
 9. discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
 10. awards, prizes, scholarships or other items provided in recognition of academic or scientific achievement;

11. attendance of a City officer or employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where official attendance by the officer or employee as a City representative is appropriate;
 12. an award publicly presented in recognition of public service; or
 13. any item of nominal value which cannot reasonably be presumed to influence the vote, action or judgment of the City officer or employee, or be considered as part of a reward for action or inaction. An item of nominal value shall include incidental items associated with the professional conduct or courtesies of a City officer or employee's duty including the acceptance during the conduct of official business of such items as refreshments, note pads, pens, pins and books.
- P. "Head of agency" means the chief executive officer of an agency. In the case of an agency headed by a commission, board, committee or other body consisting of more than one natural person, agency head means the person or board authorized to appoint agency employees and regulate their conduct.
- Q. "Honorarium" means money or thing of value offered to a City officer or City employee for a speech, appearance, article or similar item or activity in connection with the City officer's or City employee's official role.
- R. "Household member" means any person having a close relationship with and residing in the same household of the City officer or employee, and having agreed to be jointly responsible for basic living expenses.
- S. "Person" means any individual, partnership, association, firm, institution or corporation, business or other entity, however constituted, organized or designated.
- T. "Personal interest" means direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of legislation or a contract or transaction which is or may be the subject of an official act or action by or with the City except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this chapter, an City officer or employee is deemed to have a personal interest in the affairs of:
1. any person who is a City officer or employee's family member or household member, as defined in this chapter;
 2. any business entity in which the City officer or employee is an officer, director or employee;

3. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee;
 4. any person or business entity with whom a contractual relationship exists with the City officer or employee; provided, that a contractual obligation of less than five hundred dollars, or a commercially reasonable loan made in the ordinary course of business or a contract for a commercial retail sale shall not be deemed to create an interest in violation of this chapter.
- U. “Regulatory agency” means any City board, commission, department or officer, except those in the legislative or judicial branches, authorized by law to conduct adjudicative proceedings, issue permits or licenses, or to control or affect interests of identified persons.
- V. “Represented employee” shall mean a City employee represented by a recognized labor union.
- W. “Responsibility” in connection with a transaction involving the City, means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or through subordinates, effectively to approve, disapprove or otherwise direct City action in respect of such transaction.
- X. “Staff Director” means the employee appointed by the City Attorney to, in addition to other responsibilities, assist the Ethics Commission in its duties.

1.04A.030 Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

- A. General Prohibition Against Conflicts of Interest.
- In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the City officer or employee’s proper discharge of his or her official duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.
1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict.

2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a "remote interest" means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City's selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm, unless such interest is a remote interest and

where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee's salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor
2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.
3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. Such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial relationships that are so far removed in time or rare in frequency as to be insignificant.
4. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information
No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.
2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information,

including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards or Gratuity

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This section shall not apply to gifts made to the city. All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in SMC 1.04A.020.

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.

4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
 5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17.13.
- L. False and Frivolous complaints prohibited.
No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics.
- M. Aiding others prohibited.
No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.
- N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.
No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.
- O. Prohibited Conduct After Leaving City Service.
1. Disclosure of Privileged, Confidential or Proprietary Information Prohibited.
No former City officer or employee shall disclose or use any privileged, confidential or proprietary information gained because of his or her City employment.
 2. Participation in City Matters Prohibited.
No former City officer or employee shall, within a period of one year after leaving City office or employment:
 - a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;

- b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
 - c. participate as or with a bidder, vendor or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.
- 3. **Duty to Inform.**
Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.
- 4. **Exceptions.**
 - a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.
 - b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.
- 5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

1.04A.040 Penalties for Noncompliance

- A. If the alleged violating party stipulates to the decision of the Ethics Commission, the decision that violation has occurred and acceptance of the consequences specified in the decision becomes final without hearing. However, if stipulation is not acceptable to the party against whom the complaint is filed, the matter will proceed to hearing by the Ethics Commission.
- B. A stipulation or hearing determination by the Ethics Commission that a violation has occurred shall subject the party found in violation to any of the following penalties, which may be imposed by the Ethics Commission:

1. A cease and desist order as to violations of this Code of Ethics.
2. A recommendation to the city council that an appointed committee or commission member be removed from the board or commission.
3. An order to pay to the City damages sustained by the City that are caused by the conduct constituting the violation.
4. In the case of a violator who receives wages from the City, a civil penalty of up to five thousand dollars per violation or three times the economic value of anything received or sought in violation of this chapter or rules adopted under it, whichever is greater, may be imposed. Alternatively, the violator who is a member of a board or commission may be suspended for a number of days to be decided by the Ethics Commission, in lieu of fine but not in lieu of damages.
5. An employee of the city who commits a violation of this chapter may be subjected to disciplinary action, up to and including termination from employment; provided that such disciplinary action is consistent with Career Service Guidelines and any applicable collective bargaining agreement.
6. Costs, including reasonable investigative costs, shall be included as part of the limit under subsection (B)(4) of this section. Costs may not exceed the penalty imposed. The payment owed on the penalty shall be reduced by the amount of the costs paid.
7. As appropriate, the Ethics Commission may refer the disposition of a complaint to the City or County prosecuting attorney's office for appropriate action.
8. Damages under this section may be enforced in the same manner as a judgment in a civil court.

1.04A.050 Recall of Elected Official for Violation of Code of Ethics

- A. Pursuant to City Charter Section 8.5, the city council may consider a resolution to place an elected official's name on a recall ballot based upon the Ethics Commission's recommendation to the city council that the elected official be subject to a recall election. The Ethics Commission must determine that:
 1. an elected official of the City has knowingly committed a violation of the Code of Ethics,
 2. the violation constitutes moral turpitude rendering the elected official unfit to remain in office, and

3. there are no mitigating circumstances.
- B. In considering whether to place an elected official's name on a recall ballot, the city council shall have a resolution submitted to the city clerk's office setting forth the Ethics Commission's determination and recommendation regarding the violation of the Code of Ethics and calling for a public hearing on the matter. The city council shall schedule a hearing at least thirty days from the date the resolution is submitted to the city clerk's office. A copy of the resolution and hearing date shall be personally served upon the elected official. At the time the city council is scheduled to consider the resolution, the chairperson of the Ethics Commission or the Ethics Commission's designee shall appear before the city council to present the Ethics Commission's determination and recommendation. The Ethics Commission shall deliver to the city council all records maintained by the Commission created pursuant to its review and determination of the matter. The elected official who is the subject of the Ethics Commission's shall be given an opportunity to respond to the Ethics Commission's determination and recommendation and to present argument against passage of the resolution by the city council to place the elected officials name on a recall ballot. Both the Ethics Commission's representative and the elected official shall be permitted to respond to questions from the city council.
 - C. The city council, by a vote of a majority of the city council, may pass the resolution to place the elected official's name on a recall election ballot for action by the voters of the City on the next available general or special election established by state law. The city clerk's office shall forward the required resolution to the Spokane County auditor's office pursuant to state law requesting the ballot proposition be placed on the next available general or special election. The city attorney's office shall be responsible for preparing a ballot synopsis for the recall election and any necessary resolutions or other legal documents.
 - D. If approved by a majority of the electors voting in the election, the elected official shall be removed from office effective the date the recall election results are certified by the Spokane County auditor.

1.04A.060 Where to Seek Initial Review

- A. Any person who has been assessed a monetary fine and/or cost bill, or has been disciplined or removed from office, for a violation of this chapter may seek initial review at the Spokane city council by delivering a written notice of appeal to the office of the city council within twenty days of receiving a decision of the Ethics Commission regarding a written notice of the assessed fine and/or cost bill.
- B. The notice of appeal shall be in writing and shall include the mailing address and, if different, the street address where papers may be served on the appellant. The notice of appeal shall contain, in separate numbered paragraphs, statements of

the specific findings of fact, conclusions of law, or aspects of the fine and/or cost bill on which the appellant seeks review, the basis for the appeal, and a brief statement of the relief requested. The appellant shall attach a copy of the committee's written decision being appealed.

- C. The city council will forward a copy of the written notice of appeal to the Ethics Commission and the person making the original complaint within ten days of receiving the notice of appeal from the appellant.
- D. The Ethics Commission shall provide the city council with a copy of the recorded proceedings and all documents offered into evidence at the Ethics Commission hearing within twenty days of receiving a copy of the written notice of appeal from the council.
- E. The city council may determine its own procedures for hearing each appeal by majority vote, as long as it does not conflict with the procedures in this chapter.
- F. In considering the amount of any monetary penalty and/or cost bill, the city council may allow additional testimony. The council may also modify the amount of any monetary penalty and or cost bill.
- G. Any decision to reverse the Ethics Commission's decision finding a violation must be based solely on the administrative record below and after determining that the Commission's decision was arbitrary, capricious or not supported by substantial evidence in the Commission's record.
- H. The city council may not modify any part of the Commission's decision under an appeal filed to the city council under this section unless there is a majority plus one vote.
- I. The Commission's decision shall be deemed to have been upheld unless the city council reverses or modifies the Commission's decision within seventy-five days after the notice of appeal is filed.

1.04A.070 Where to Seek Judicial Review

A person who receives a penalty for noncompliance from the Ethics Commission or an adverse decision from the city council upon review pursuant to SMC 1.04.070 may appeal the decisions by seeking a writ from the Spokane County superior court pursuant to chapter 7.16 RCW, or other appropriate legal action.

Section

1.04A.080 Ethics Commission

- A. The Ethics Commission shall be comprised of seven members who shall be appointed by the mayor and confirmed by the city council. The initial six

members shall be appointed for a one-, two- and three-year term and may be reappointed for one additional three-year term. The seventh member who shall be appointed by members of the Ethics Commission shall serve an initial three-year term and may be reappointed for a second three-year term. The Ethics Commission appointees shall include representatives from the following segments of the community:

1. A person with a professional or academic background in the legal profession including attorneys, law professors or members of the judiciary.
 2. A person from local business with experience in human resources/personnel.
 3. A person who possesses familiarity with politics and the political process.
- B. All reasonable efforts shall be used to locate individuals who satisfy the requirements in subsection (A). In the event that any one of the requirements in subsection (A) cannot reasonably be satisfied, a substitute may be appointed. The substitute shall have a background in a profession which includes a code of ethics as an element of the profession.
- C. The City Attorney shall appoint a Staff Director to the Ethics Commission. The Staff Director shall provide assistance to the Commission as necessary for the Commission to fulfill its obligations and duties.
- D. Commission members shall serve without compensation.

1.04A.090 Duties and Powers

- A. The Ethics Commission shall, with the assistance of the Staff Director, create a manual of its operating policies, procedures, forms, and rules consistent with this chapter and subject to the approval of the city council. The Ethics Commission shall review its manual at least annually for possible modifications. The manual shall be posted and maintained as part of the City's website. (See 1.04.090 D)
- B. The Ethics Commission may, subpoena witnesses, compel their attendance, administer oaths, take the testimony of a person under oath, and in connection therewith, to require the production for examination of any books or papers relating to any matter under investigation or in question before the Commission;
1. In case of refusal to obey a subpoena issued to a person, the Ethics Commission shall petition the superior court of a county within the jurisdiction of which the investigation, proceeding or hearing under this chapter is carried on or within the jurisdiction of which the person refusing to obey is found or resides or transacts business for an order requiring the person to appear before the Ethics Commission or its member to produce

evidence if so ordered, or to give testimony touching the matter under investigation or in question. Failure to obey such order of the court may be punished by the court as contempt.

- C. All hearings of the Ethics Commission shall be conducted as contested hearings under applicable provisions of the Spokane Municipal Code and the rules and regulations adopted by the Ethics Commission. All hearings shall be open to the public. The record of the hearings, as well as all documents submitted in regards to the complaint and the Ethics Commission's investigation, shall be subject to public disclosure laws, chapter 42.56 RCW - Public Records Act.
- D. A Commission member who has a conflict regarding a specific complaint before the Ethics Commission shall recuse himself or herself from hearing that complaint, but shall remain a member of the Commission for future complaints.
- E. The Ethics Commission may, when circumstances make it necessary to do so, retain outside legal counsel and other experts, as needed, after solicitation of recommendations from the City Attorney (unless the need to retain outside counsel is caused by a conflict involving the City Attorney's Office).
- F. The Ethics Commission may make recommendations to the city council for amendments to this chapter and for such other legislation affecting the subject matter of this chapter as the Ethics Commission may deem necessary or desirable.
- G. The Ethics Commission shall develop educational programs which inform agencies, public officials and city officers and employees about City, state and federal ethics laws, and the importance of ethics to the public's confidence in municipal government.

1.04A.100 Ex Parte Communications

- A. After a complaint has been filed and during the pendency of a complaint before the Ethics Commission, no member of the Commission may communicate directly or indirectly with any party or other person about any issue of fact or law regarding the complaint, except that;
 - 1. The members of the Commission may obtain legal advice from the City Attorney or, in the event of a conflict, with independent legal counsel and may discuss the complaint with their staff.
 - 2. The members of the Commission may discuss the complaint at a lawfully conducted meeting. Commission deliberations concerning complaints are subject to exemption from the Open Public Meetings Act, as permitted by law. If any person attempts to communicate with a Commission member regarding the pending complaint, the Commission member shall report the

substance of the communication to the Commission on the public record at the next regular meeting of the Commission.

3. The Commission shall not take testimony or comments from any person regarding complaint except as presented in an investigative report or in the course of a duly noticed public hearing.

1.04A.110 Complaint Process of the Ethics Commission

- A. A complaint that this Code of Ethics has been violated by a City employee or a City officer shall be filed with the Ethics Commission.
- B. Any person may file an official written complaint or inquiry with the Ethics Commission asking whether a current City officer or employee has failed to comply with this Code of Ethics.
- C. Complaints and inquiries must be in writing on a form approved by the Ethics Commission. The form shall contain a statement that must be signed and which states that, to the best of the person's knowledge, information, and belief formed after reasonable reflection, the information in the complaint or inquiry is true. The complaint must describe the facts that constitute the violation of this Code of Ethics in sufficient detail so that the Commission and the person who is the subject of the complaint or inquiry can reasonably be expected to understand the nature of any offense that is being alleged.
- D. The Commission, upon receipt of the complaint, shall acknowledge receipt of the complaint, forward the complaint simultaneously to the person who is complained against, if known, and the City Attorney, and promptly meet and review the complaint. As soon as practicable after giving due consideration to a complaint the Commission shall either:
 1. Dismiss the complaint based on any of the following grounds:
 - a. It has no jurisdiction;
 - b. The alleged violation, if true, would not constitute a violation of this article;
 - c. The alleged violation is a minor or de minimis violation;
 - d. The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment;
 - e. The matter has become moot because the person who is the subject of the complaint or inquiry is no longer a City officer or employee;

- f. The appointing authority has already taken action as a result of finding a violation and the Commission believes the action was appropriate; or
 - 2. Determine that:
 - a. The complaint alleges facts which, if found to be true, would be sufficient to constitute a violation of the Code of Ethics;
 - b. Further information must be presented for the Commission to determine if a violation of the Code of Ethics has occurred.
- E. If the Commission determines the complaint alleges facts which, if found to be true, would be sufficient to constitute a violation of the Code of Ethics, it may create a stipulation for the City officer or employee subject to the complaint resolving the complaint, the determination of compliance and the penalty, if any to be imposed.
- F. If the complaint is not resolved by stipulation, or earlier in the adjudication process, or additional information is required to establish the factual record necessary for the Commission to determine whether a violation of the Code of Ethics has occurred, the board may convene a hearing at a future date certain. At such a hearing, the Commission may call additional witnesses or consider additional documentary evidence. After final deliberations on additional testimony, statements, or documents presented at the hearing, the Commission shall determine whether or not a violation of the Code of Ethics has occurred.
- G. Any person who is the subject of a complaint may designate a representative if he or she wishes to be represented by someone else, to present evidence, and to cross-examine witnesses. The person who submitted the complaint and the subject of the complaint must be allowed sufficient time to examine and respond to any evidence not presented to them in advance of the hearing.
- H. After the Commission has made its final determination, the Commission shall issue its written findings of fact and conclusions of law, along with its recommended disposition (if applicable). The Commission may, in addition, issue any additional reports, opinions, or recommendations as it deems advisable under the circumstances. All such reports shall be reviewed by the city attorney (or independent legal counsel in the event that a conflict of interest prevents the city attorney from conducting the review) prior to their issuance. The Commission's conclusions shall be based on the preponderance of the evidence standard.
- I. The investigation of complaints shall be completed by the Ethics Commission and written findings and conclusions prepared within sixty days of the date of the complaint. A copy of the written investigation findings and conclusions shall be served on any party against whom a complaint is filed within three days of the

Ethics Commission's final decision. It shall be posted on the City's website for the Ethics Commission no more than twenty-four hours later. Posting on the website will clearly indicate the disposition of the issue in the text of the link and not in the text of the document only.

- J. The City Attorney may require the investigation of complaints and written findings to be completed by the Ethics Commission, in a reasonable amount of time, less than that stated in (I) in circumstances where the matter should be resolved more quickly.
- K. Any individual who is advised of another's violation of this code is responsible to direct the advising party of this code and its procedure for filing complaints.

1.04A.120 Training

- A. The Ethics Commission, with the assistance of the Staff Director, shall prepare, distribute and periodically update an employee handbook on the Code of Ethics, after obtaining the city attorney's review. In addition to the updates the Commission shall disseminate any change in policy that results from a finding of the Commission if it applies to other city employees.
- B. Every appointing authority shall give a copy or electronic version of the handbook and any updates to each employee annually and shall provide annual training to employees regarding the Code of Ethics. Each City employee or official shall read and agree in writing to the City of Spokane Code of Ethics.
- C. Information shall be provided to employees terminating city service regarding the restrictions on former city employees.

1.04A.130 Restrictions on Ethics Commission Members

- A. Restrictions on Holding Office

No member or employee of the Ethics Commission may hold any other City or County office, or be an officer of a political party.

- B. Restrictions on Employment

No member or employee of the Ethics Commission may be a registered lobbyist or campaign consultant, or be employed by or receive gifts or other compensation from a registered lobbyist or campaign consultant. No member of the Ethics Commission may hold employment with the City or County and no employee of the Commission may hold any other employment with the City or County.

- C. Restrictions on Political Activities

No member or employee of the Ethics Commission may participate in any campaign supporting or opposing a candidate for City elective office, a City ballot measure or a City officer running for any elective office. For the purposes of this section, participation in a campaign includes but is not limited to making contributions to or soliciting contributions from any Commission within the Ethics Commission's jurisdiction, publicly endorsing or urging endorsement of a candidate or ballot measure or participating in decisions by organizations to participate in a campaign.

D. Restrictions after Employment

Members and employees of the Ethics Commission are subject to the post - employment restrictions set forth in the City of Spokane Code of Ethics.

1.04A.140 Vacancy and Removal

A. In the event a vacancy occurs, the mayor shall appoint a qualified person to complete the remainder of the term.

1. A member of the Commission may be removed only for misconduct pursuant to this chapter.
2. Any member of the Ethics Commission guilty of official misconduct or convicted of a crime involving moral turpitude or dishonesty shall be removed by the city council upon recommendation by the mayor.

1.04A.150 Limitation Period

A. Any action taken under this chapter must be commenced within three years from the date of the violation. However, if it is shown that the violation was not discovered because of concealment by the person charged, then the action must be commenced within three years from the date the violation was discovered or reasonably should have been discovered:

1. by any person with direct or indirect supervisory responsibilities over the person who allegedly committed the violation; or
2. if no person has direct or indirect supervisory authority over the person who committed the violation, by the appropriate Ethics Commission.

1.04A.160 Applicability

The Code of Ethics shall be applicable to all elected or appointed officers and exempt confidential employees and shall not be applicable to represented employees unless the City and the respective labor union have entered into a

collective bargaining agreement providing that compliance with the Code of Ethics is a condition of employment.

1.04A.170 Advisory Opinions

- A. Upon request of any employee, the mayor or a member of the city council, or any City Officer, the Ethics Commission may also render written advisory opinions concerning the applicability of the Code to hypothetical circumstances and/or situations solely related to the persons making the request.
- B. Upon request of the mayor, or two members of the city council, the board of ethics may also render written advisory opinions concerning the applicability of the code to hypothetical circumstances and/or situations related to a matter of city-wide interest or policy.

1.04A.180 Severability

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter.

Section 2. That Title 1.04 of the Spokane Municipal Code is repealed.

PASSED BY THE CITY COUNCIL ON _____, 2014.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CODE OF ETHICS

HIGHLIGHTED CHANGES

- ❖ Enhanced duties and powers of the Commission.
- ❖ Terms are better defined, such as "gift", "financial interest", "use of City property".
- ❖ Better guidance to those covered by the Code, including mandatory training and handbook for employees.
- ❖ Moral turpitude/dishonesty convictions are conclusive evidence of violation of the Code.
- ❖ Greater enforcement powers for penalties and violations, including post-City employment.
- ❖ Complaint process streamlined.

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

09/08/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35149

Renews #**Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

DAVID STEELE 625-6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

5900 - ORDINANCE - PARKING TIME LIMITS/IMMOBILIZATION/IMPOUNDMENT

Agenda Wording

An ordinance relating to parking time limits and vehicle immobilization and impoundment procedures.

Summary (Background)

Amendments to Parking Ordinance 16A related to appeals during the boot and tow process, and clarification of existing ordinance language. These changes provided clarification of existing language in the parking ordinance and amend the boot and tow appeal language to more accurately reflect our municipal court process.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

WERNER, MICHAEL

Division Director

CHILDS, BRANDON

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PCED 8/11/14

Distribution List

lhattenburg@spokanecity.org

dsteele@spokanecity.org

mlesesne@spokanecity.org

mhughes@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO. C35149

AN ORDINANCE relating to parking time limits and vehicle immobilization and impoundment procedures.

The City of Spokane does ordain:

Section 1. That Spokane Municipal Code Section 16A.61.561 is amended as follows:

Section 16A.61.561 Parking Time Limited and Regulated

- A. No vehicles shall be parked continuously ~~in~~ on any one block face upon any public street or highway in this City at any time for a period longer than ~~twelve~~ twenty-four hours. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m., ~~on weekdays~~ Monday through Saturday, no vehicle shall be parked ~~continuously in~~ on any one block face upon any street within ~~that portion of the retail zone of the congested district lying north of the Burlington Northern Railway Company's viaduct for a period longer than one hour, nor in that portion of the retail zone of the congested district lying south of the Burlington Northern Railway Company's viaduct for a period longer than two hours, nor in any one block upon any street within the congested district outside the retail zone of the congested district for a period longer than three hours; the parking meter area (as authorized by SMC 16A.61.5902) beyond the maximum time allowed by the meter, and are required to move off the block face after the maximum time allowed by the meter has expired until the next calendar day, except that pay-by-phone customers may purchase one, fifteen minute time extension beyond the legal maximum parking time by phone;~~ provided, the city council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902) ~~bounded by Sprague Avenue, Lincoln Street, Spokane Falls Boulevard, and Washington Street, inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two hours.~~

Section 2. That Spokane Municipal Code Section 16A.61.790 is amended as follows:

Chapter 16A.61 Rules of the Road

Section 16A.61.790 Vehicle Immobilization and Impoundment

- A. Creation of Scofflaw List.
As frequently as practicable, parking services shall prepare and update the scofflaw list consisting of vehicles involved in four or such greater number of parking tickets unpaid more than forty five days after their issuance that the parking services manager shall determine is efficient to include on the scofflaw list.
- B. Civil Penalties to Cover Administrative Costs.
There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in SMC 8.02.083 to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in SMC 8.02.083 to cover the additional administrative costs of immobilization and/or impoundment.
- C. Notice.
1. Parking services shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license number and as provided by the Washington state department of licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
 - a. the date and the nature of each ticket overdue and the amount due on each;
 - b. that a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;
 - c. the total amount currently due;
 - d. a specific deadline for response, no less than ten days after the date of mailing;
 - e. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the Spokane municipal court City's contracted collection agency for payment of the total amount due; and.
 - f. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, payment of the civil penalties imposed under subsection in SMC 8.02.083 and payment of the costs of immobilization, towing and storage.
 2. The notice required by this subsection is sufficient if mailed to the address provided by the Washington state department of licensing;

provided, however, that if parking services, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.

3. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in SMC 8.02.083, and all towing and storage charges, if any, ~~or posts a bond to cover~~ schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency ~~such fines, fees, and charges, or arranges any combination of payment and bond to cover the total due,~~ parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court ~~post bond~~, such subsequent tickets shall also be paid or bond shall be posted therefore before the vehicle is removed from the scofflaw list.
4. The owner of a vehicle that is subject to the procedures of this section and in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, is entitled to a hearing in the Spokane municipal court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
5. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

D. Immobilization.

1. If the owner of a vehicle to whom notice has been sent pursuant to SMC 16A.61.790(C) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in SMC 8.02.083, or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C), then, at the discretion of a limited commissioned or commissioned City officer, the vehicle may be immobilized by installing on the vehicle a device known as a "boot," which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle.
2. The person installing the boot shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - a. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty five days of their issuance,

- b. that release of the boot may be obtained by paying the fines, fees and civil penalties due,
 - c. that unless such payments are made within two business days of the date of the notice, the vehicle will be impounded, and
 - d. that it is unlawful for any person to remove or attempt to remove the boot, to damage the boot, or to move the vehicle with the boot attached.
- 3. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by a boot installed under the provisions of this section.
- 4. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall:
 - a. pay all fines and fees then due, including but not limited to the amounts specified in SMC 8.02.083; or
 - b. post a bond to cover such fines, fees, and charges, or
 - c. arrange any combination of payment and bond to cover the total due.

Upon such payment, the vehicle shall be removed from the scofflaw list, and a limited commissioned parking services officer shall promptly remove the boot from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

E. Impoundment.

- 1. At the discretion of a limited commissioned or commissioned City officer, the following vehicles may be impounded:
 - a. A vehicle that was involved in eight or more parking tickets that are unpaid forty five or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to SMC 16A.61.790(C) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or
 - b. A vehicle that was immobilized pursuant to SMC 16A.61.790(D) and the vehicle's owner failed to pay all fines, fees, and administrative charges or post a bond to cover such fines, fees and charges within two business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or
 - c. As otherwise authorized by the model traffic code as adopted by reference in SMC 16A.020.010.

2. Limited commissioned City officers, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075.
3. If a vehicle has been impounded pursuant to SMC 16A.61.790(E), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in SMC 8.02.083; and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date