

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 20, 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 KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh 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. Authorization to increase the administrative reserve on the contract with N & N Excavation (Spokane, WA) for Euclid Avenue from Mayfair Street to Crestline Street Water Main Replacement—increase of \$43,527.64 for a total administrative reserve of \$242,402.26 or 12.2% of the contract price. | Authorize
& Approve | PRO 2013-0010
ENG 2012086 |
| 2. Low Bid of Bacon Concrete, Inc. (Colbert, WA) for Connect to Transit, Hardscape Improvements Phase 2—\$383,774. An administrative reserve of \$38,377.40, which is 10% of the contract price, will be set aside. | Approve | PRO 2014-0035
ENG 2014073 |
| 3. Consultant Agreements for Land Surveying On-Call Services with (Various Neighborhoods): | Approve
All | |
| a. Simpson Engineers, Inc. (Spokane Valley, WA)—not to exceed \$150,000. | | OPR 2014-0685
ENG 2014089 |
| b. TD&H Engineering, Inc. (Spokane, WA)—not to exceed \$150,000. | | OPR 2014-0686
ENG 2014089 |

- | | | |
|---|------------------------|------------------------------|
| 4. Supplemental Agreement No. 2 with Coffman Engineers (Spokane, WA) for On-Call Support Structural Design Services—increase of \$100,000. Total Contract Amount: \$350,000. | Approve | OPR 2012-0700
ENG 2005043 |
| 5. Contract/Consultant Agreement with Wilbur Fletcher, Inc. (Dayton, WA) for interior and exterior coating inspection at the 9th Avenue and Pine Street Reservoir Repainting Project—\$49,665. | Approve | OPR 2014-0687
ENG 2013129 |
| 6. Willar Property acquisition related to Phase II of the Riverside Extension Street Project—not to exceed \$200,000, including all closing costs. | Approve | OPR 2014-0688
ENG 2005264 |
| 7. Technical services contract with Imprezzio, Inc. (Spokane, WA) to assist with legacy data migration portion of the Law CAD RMS Replacement Project—\$100,000 (plus tax, if applicable). (Relates to Emergency Budget Ordinance C35165) | Approve | OPR 2014-0689 |
| 8. Report of the Mayor of pending: | Approve &
Authorize | |
| 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 \$_____. | Payments | CPR 2014-0002 |
| b. Payroll claims of previously approved obligations through _____, 2014: \$_____. | | 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

WSU Spokane Master Plan Update Information Presentation (Deferred from September 22, 2014, Consent Agenda) (CPR 2014-0087)

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 ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35165 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:

Spokane Regional Emergency System Fund

FROM: Intergovernmental Law Enforcement Services and Interfund Law Enforcement Services, \$108,700;

TO: IT/Data Services, same amount.

**(This action establishes a budget for technical services contract with Imprezio for legacy data migration portion of the Law CAD RMS Replacement Project.)
(Relates to Consent Agenda Item No. 7)**

EMERGENCY ORDINANCES

Require Five Affirmative, Recorded Roll Call Votes

- ORD C35166** Relating to local improvement districts; establishing Consolidated Local Improvement District No. 223 and a consolidated local improvement district bond redemption fund; fixing the amount, form, date, interest rate and maturity of the Consolidated Local Improvement District No. 223 Installment Note; providing for the purchase of that Note by the City from funds on deposit in the Spokane Investment Pool; fixing the interest rate on local improvement district assessment installments; and declaring an emergency.
- ORD C35170** Authorizing the issuance and sale of water and wastewater system revenue bonds of the City in the principal amount of not to exceed \$210,000,000 for the purposes of improving the health of the Spokane River and protecting the region's aquifer by acquiring, constructing and installing certain additions and betterments to the City's water and wastewater system; delegating authority to the designated representative to determine the manner of sale of the bonds, approve the number of series, tax status of each series, and other terms of the bonds under the conditions set forth herein; and declaring an emergency.

RESOLUTION & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0100** Regarding the adoption of the City of Spokane's 2015 Washington State Legislative Agenda.
- ORD C35135** (To be considered under Hearings Item H1.)
- ORD C35163** Relating to imprest accounts, amending SMC Sections 7.03.060, 7.03.090, 7.03.162, 7.03.190, and 7.03.300, repealing SMC Sections 7.03.111, 7.03.130, 7.03.135, 7.03.136, 7.03.140, 7.03.160, 7.03.167, 7.03.220, 7.03.240, and 7.03.250, and adding a new section to be numbered 7.03.200.

ORD C35164 Relating to biased-free policing; adopting a new Section 3.10.040 to Chapter 3.10 of the Spokane Municipal Code.

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35167 Relating to use of immigration status information; adopting a new Section 3.10.050 to Chapter 3.10 of the Spokane Municipal Code.

ORD C35168 Relating to the United Native Americans of Spokane Public Development Authority; amending SMC Sections 4.25A.020, 4.25A.040, 4.25A.050, 4.25A.080 and 4.25A.020 and amending the charter of the Authority.

ORD C35169 Relating to lobbying by officers and employees; amending SMC Section 2.03.010.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | |
|--|-------------------------|----------------------|
| H1. Final Reading Ordinance 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 September 8, 2014, Agenda) | | ORD C35135 |
| H2. Public hearing on possible revenue sources for the 2015 budget. | Council Decision | FIN 2014-0001 |

Motion to Approve Advance Agenda for October 20, 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 October 20, 2014, Regular Legislative Session of the City Council is adjourned to October 27, 2014.

NOTES



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	PRO 2013-0010
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KEN BROWN 625-7727	Project #	2012086
Contact E-Mail	KBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 14803
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - EUCLID AVE. WATERMAIN - N & N		

Agenda Wording

Authorization to increase the administrative reserve on the contract with N & N Excavation, (Spokane, WA) for Euclid Avenue from Mayfair Street. to Crestline Street. Water Main Replacement - for an increase of \$43,527.64 for a total administrative

Summary (Background)

There have been impacts of an unusual nature adding cost to this project. Additional water distribution pipe replacement was added to the project. Large areas of unsuitable material required removal and replacement with stable material. Higher than normal number of conflicts between water and sewer pipes required relay of many side sewers. Additional pavement was added to prevent degraded patchwork intersections. An extremely problematic sewer manhole required significant restructuring while

Fiscal Impact	Budget Account
Expense \$ 47,314.54	# 4100 42490 94000 56501 15712
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	Public Works 10/13/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		acline@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

reserve of \$242,402.26 or 12.2% of the contract price.

Summary (Background)

still maintaining active flow. Therefore, it will be necessary to increase the administrative reserve an additional \$43,527.64 or 2.2%.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
Meeting Date: October 13, 2014

Subject:

Request for additional Administrative Reserve on the Euclid Avenue Water Main project #2012086.

Background:

There have been impacts of an unusual nature adding cost to this project.

- Additional water distribution pipe replacement was added to the project.
- Large areas of unsuitable material required removal and replacement with stable material.
- Higher than normal number of conflicts between water and sewer pipes required relay of many side sewers.
- Additional pavement was added to prevent degraded patchwork intersections.
- An extremely problematic sewer manhole required significant restructuring while still maintaining active flow.

Additional Pipe Work	\$6,436.10
Remove/Replace Unsuitable Material	\$24,239.10
Repair Side Sewers in Conflict	\$13,375.68
Additional Pavement Replacement	\$31,856.00
Drop Manhole Renovations	<u>\$25,050.00</u>
Total	\$100,956.88

Original Contract Amount	\$1,988,746.20	
Original Administrative Reserve	\$198,874.62	(10%)
Legislative Change Order	\$35,025.00	(1.7%)
Administrative Reserve this Request	<u>\$43,527.64</u>	(2.2%)
Total Budget if Approved	\$2,266,173.46	

There are sufficient administrative reserves to cover some of these costs. This request is for the additional administrative reserves needed to make final payment for the project.

Action:

Request \$43,527.64 additional Administrative Reserve.

Funding:

Project funded by Street Bond, Sewer, and Water funds. There is adequate funding available to cover these costs.



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	PRO 2014-0035
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014073
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR14811
Agenda Item Name	0370 - LOW BID AWARD - BACON CONCRETE, INC.		

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Colbert, WA) for Connect to Transit, Hardscape Improvements Phase 2 - \$383,774.00. An administrative reserve of \$38,377.40, which is 10% of the contract price, will be set aside.

Summary (Background)

On September 29, 2014 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of \$383,774.00, which is \$62,179.91 or 19.33% over the Engineer's Estimate; three other bids were received as follows: William Winkler Company - \$401,624.00; L & L Cargile, Inc. - \$405,974.00; Cameron-Reilly, LLC - \$416,205.00.

Fiscal Impact	Budget Account
Expense \$ 187,418.40	# 3200 49121 95300 56501 99999
Expense \$ 195,244.10	# 6785 49121 95300 56501 99999
Expense \$ 39,488.90	# 4370 43101 94000 56501 99999
Select \$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	Public Works 9/22/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jhensley@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	
		kbrooks@spokanecity.org	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2014073

Project Description: Connect to Transit, Hardscape Improvements

Original Date: 8/13/2014 9:16:27 AM

Funding Source: Phase 2
Federal

Update Date: 9/29/2014 1:42:03 PM

Preparer: John Saywers

Addendum

Project Number: 2014073			Engineer's Estimate		Bacon Concrete Inc		William Winkler Company		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

TBD - SIDEWALKS

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1	LS	*****	500.00	*****	500.00	*****	400.00	*****
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14	EA	300.00	4,200.00	300.00	4,200.00	360.00	5,040.00	400.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	*****	1,500.00	*****	2,000.00	*****	1,000.00	*****
109	MOBILIZATION	1	LS	*****	25,000.00	*****	32,000.00	*****	20,000.00	*****
111	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	20,000.00	*****	18,000.00	*****	35,000.00	*****
113	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	*****	5,000.00	*****	8,000.00	*****	5,000.00	*****
115	REMOVE EXISTING CURB	2070	LF	3.50	7,245.00	9.00	18,630.00	8.00	16,560.00	4.60
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1476	SY	6.50	9,594.00	7.50	11,070.00	19.00	28,044.00	6.00
119	SAWCUTTING CURB	220	EA	20.00	4,400.00	25.00	5,500.00	30.00	6,600.00	20.00
122	SAWCUTTING RIGID PAVEMENT	3900	LFI	1.00	3,900.00	1.00	3,900.00	1.20	4,680.00	1.00
123	SAWCUTTING FLEXIBLE PAVEMENT	2500	LFI	0.75	1,875.00	0.60	1,500.00	0.40	1,000.00	0.40
125	CSTC FOR SIDEWALK AND DRIVEWAYS	120	CY	40.00	4,800.00	40.00	4,800.00	52.00	6,240.00	60.00
127	CLEANING EXISTING DRAINAGE STRUCTURE	50	EA	200.00	10,000.00	160.00	8,000.00	270.00	13,500.00	125.00

Project Number: 2014073			Engineer's Estimate		Bacon Concrete Inc		William Winkler Company		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> TBD - SIDEWALKS				Public Street Improvement						
130	INLET PROTECTION	47 EA	85.00	3,995.00	90.00	4,230.00	100.00	4,700.00	80.00	3,760.00
132	STREET CLEANING	25 HR	100.00	2,500.00	110.00	2,750.00	130.00	3,250.00	134.00	3,350.00
133	TOPSOIL TYPE A, 2 INCH THICK	550 SY	7.00	3,850.00	6.00	3,300.00	9.00	4,950.00	7.00	3,850.00
136	HYDROSEEDING	100 SY	3.00	300.00	6.00	600.00	9.00	900.00	10.00	1,000.00
138	SOD INSTALLATION	550 SY	15.00	8,250.00	15.00	8,250.00	10.00	5,500.00	12.00	6,600.00
139	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	4,800.00	*****	10,000.00	*****	7,290.00
141	CEMENT CONCRETE CURB	3600 LF	15.00	54,000.00	22.00	79,200.00	16.00	57,600.00	21.35	76,860.00
143	CEMENT CONCRETE DRIVEWAY	6 SY	50.00	300.00	80.00	480.00	56.00	336.00	45.00	270.00
145	MODIFY FENCING, STA	1 LS	*****	3,500.00	*****	2,600.00	*****	16,000.00	*****	19,800.00
147	CEMENT CONC. SIDEWALK	1660 SY	40.00	66,400.00	48.00	79,680.00	47.00	78,020.00	40.50	67,230.00
150	RAMP DETECTABLE WARNING	1188 SF	20.00	23,760.00	18.00	21,384.00	18.00	21,384.00	20.00	23,760.00
151	RAMP DETECTABLE WARNING RETROFIT	30 SF	150.00	4,500.00	50.00	1,500.00	19.00	570.00	30.00	900.00
154	SIGNING, PERMANENT	1 LS	*****	23,000.00	*****	21,000.00	*****	21,000.00	*****	23,000.00
Schedule Totals				294,870.09		347,875.00		367,275.00		370,256.00

Project Number: 2014073			Engineer's Estimate		Bacon Concrete Inc		William Winkler Company		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02 SEWER</i>				Public Street Improvement						
201	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	350.00	700.00	340.00	680.00	825.00	1,650.00	254.00	508.00
202	REMOVE CURB/GRATE INLET	16 EA	325.00	5,200.00	100.00	1,600.00	225.00	3,600.00	254.00	4,064.00
203	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	30 SY	25.00	750.00	175.00	5,250.00	115.00	3,450.00	120.00	3,600.00
204	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	60 SY	35.00	2,100.00	200.00	12,000.00	130.00	7,800.00	140.00	8,400.00
205	PAVEMENT REPAIR EXCAVATION INCL. HAUL	90 SY	12.50	1,125.00	24.00	2,160.00	15.00	1,350.00	20.00	1,800.00
206	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
207	CATCH BASIN TYPE 1	1 EA	1,900.00	1,900.00	2,100.00	2,100.00	2,500.00	2,500.00	2,072.00	2,072.00
208	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DUAL VANED GRATE	9 EA	800.00	7,200.00	580.00	5,220.00	700.00	6,300.00	840.00	7,560.00
209	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE AND NEW CATCH BASIN HOOD	4 EA	1,000.00	4,000.00	680.00	2,720.00	700.00	2,800.00	840.00	3,360.00
210	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	4 EA	750.00	3,000.00	680.00	2,720.00	700.00	2,800.00	840.00	3,360.00
211	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	10 LF	45.00	450.00	100.00	1,000.00	110.00	1,100.00	55.00	550.00
212	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	300.00	300.00	450.00	450.00	1,000.00	1,000.00	445.00	445.00
Schedule Totals				26,724.00		35,899.00		34,349.00		35,718.00

Project Number: 2014073			Engineer's Estimate		Cameron-Reilly LLC					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> TBD - SIDEWALKS				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
104	SPCC PLAN	1 LS	*****	500.00	*****	750.00	*****	0.00	*****	0.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	300.00	4,200.00	250.00	3,500.00	0.00	0.00	0.00	0.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	1,200.00	*****	0.00	*****	0.00
109	MOBILIZATION	1 LS	*****	25,000.00	*****	30,864.00	*****	0.00	*****	0.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	25,000.00	*****	0.00	*****	0.00
113	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	6,500.00	*****	0.00	*****	0.00
115	REMOVE EXISTING CURB	2070 LF	3.50	7,245.00	8.00	16,560.00	0.00	0.00	0.00	0.00
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1476 SY	6.50	9,594.00	11.00	16,236.00	0.00	0.00	0.00	0.00
119	SAWCUTTING CURB	220 EA	20.00	4,400.00	25.00	5,500.00	0.00	0.00	0.00	0.00
122	SAWCUTTING RIGID PAVEMENT	3900 LFI	1.00	3,900.00	1.00	3,900.00	0.00	0.00	0.00	0.00
123	SAWCUTTING FLEXIBLE PAVEMENT	2500 LFI	0.75	1,875.00	1.00	2,500.00	0.00	0.00	0.00	0.00
125	CSTC FOR SIDEWALK AND DRIVEWAYS	120 CY	40.00	4,800.00	65.00	7,800.00	0.00	0.00	0.00	0.00
127	CLEANING EXISTING DRAINAGE STRUCTURE	50 EA	200.00	10,000.00	200.00	10,000.00	0.00	0.00	0.00	0.00
130	INLET PROTECTION	47 EA	85.00	3,995.00	50.00	2,350.00	0.00	0.00	0.00	0.00
132	STREET CLEANING	25 HR	100.00	2,500.00	150.00	3,750.00	0.00	0.00	0.00	0.00
133	TOPSOIL TYPE A, 2 INCH THICK	550 SY	7.00	3,850.00	10.00	5,500.00	0.00	0.00	0.00	0.00
136	HYDROSEEDING	100 SY	3.00	300.00	15.00	1,500.00	0.00	0.00	0.00	0.00
138	SOD INSTALLATION	550 SY	15.00	8,250.00	10.00	5,500.00	0.00	0.00	0.00	0.00

Project Number: 2014073			Engineer's Estimate		Cameron-Reilly LLC					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01				Public Street Improvement						
139	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	10,000.00	*****	0.00	*****	0.00
141	CEMENT CONCRETE CURB	3600 LF	15.00	54,000.00	22.00	79,200.00	0.00	0.00	0.00	0.00
143	CEMENT CONCRETE DRIVEWAY	6 SY	50.00	300.00	100.00	600.00	0.00	0.00	0.00	0.00
145	MODIFY FENCING, STA ---	1 LS	*****	3,500.00	*****	10,000.00	*****	0.00	*****	0.00
147	CEMENT CONC. SIDEWALK	1660 SY	40.00	66,400.00	50.00	83,000.00	0.00	0.00	0.00	0.00
150	RAMP DETECTABLE WARNING	1188 SF	20.00	23,760.00	20.00	23,760.00	0.00	0.00	0.00	0.00
151	RAMP DETECTABLE WARNING RETROFIT	30 SF	150.00	4,500.00	50.00	1,500.00	0.00	0.00	0.00	0.00
154	SIGNING, PERMANENT	1 LS	*****	23,000.00	*****	20,845.00	*****	0.00	*****	0.00
Schedule Totals				294,870.09		377,816.00		0.00		0.00

Project Number: 2014073			Engineer's Estimate		Cameron-Reilly LLC					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 02 SEWER					Public Street Improvement					
201	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	350.00	700.00	750.00	1,500.00	0.00	0.00	0.00	0.00
202	REMOVE CURB/GRATE INLET	16 EA	325.00	5,200.00	300.00	4,800.00	0.00	0.00	0.00	0.00
203	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	30 SY	25.00	750.00	127.00	3,810.00	0.00	0.00	0.00	0.00
204	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	60 SY	35.00	2,100.00	143.00	8,580.00	0.00	0.00	0.00	0.00
205	PAVEMENT REPAIR EXCAVATION INCL. HAUL	90 SY	12.50	1,125.00	35.00	3,150.00	0.00	0.00	0.00	0.00
206	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
207	CATCH BASIN TYPE 1	1 EA	1,900.00	1,900.00	2,500.00	2,500.00	0.00	0.00	0.00	0.00
208	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DUAL VANED GRATE	9 EA	800.00	7,200.00	700.00	6,300.00	0.00	0.00	0.00	0.00
209	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE AND NEW CATCH BASIN HOOD	4 EA	1,000.00	4,000.00	750.00	3,000.00	0.00	0.00	0.00	0.00
210	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	4 EA	750.00	3,000.00	750.00	3,000.00	0.00	0.00	0.00	0.00
211	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	10 LF	45.00	450.00	100.00	1,000.00	0.00	0.00	0.00	0.00
212	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	300.00	300.00	750.00	750.00	0.00	0.00	0.00	0.00
Schedule Totals				26,724.00		38,389.00		0.00		0.00

Project Number

2014073

Connect to Transit, Hardscape Improvements Phase 2

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	294,870.09	26,724.00	0.00	0.00	0.00	0.00	0.00	0.00	321,594.09
Bacon Concrete Inc	347,875.00	35,899.00	0.00	0.00	0.00	0.00	0.00	0.00	383,774.00
William Winkler Compa	367,275.00	34,349.00	0.00	0.00	0.00	0.00	0.00	0.00	401,624.00
L & L Cargile Inc	370,256.00	35,718.00	0.00	0.00	0.00	0.00	0.00	0.00	405,974.00
Cameron-Reilly LLC	377,816.00	38,389.00	0.00	0.00	0.00	0.00	0.00	0.00	416,205.00

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$347,875.00	\$294,870.09	17.98	% Over Estimate
Schedule 02	\$35,899.00	\$26,724.00	34.33	% Over Estimate
Bid Totals	\$383,774.00	\$321,594.09	19.33	% Over Estimate



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	OPR 2014-0685
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014089
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - LAND SURVEYING ON-CALL SERVICES - SIMPSON ENGINEERS, INC.		

Agenda Wording

Consultant Agreement with Simpson Engineers, Inc. (Spokane Valley, WA) for Land Surveying On-Call Services for an amount not to exceed \$150,000.00 (Various Neighborhood Councils).

Summary (Background)

This Consultant Agreement for Land Surveying On-Call Services is for a period of two years with a third-year option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

Fiscal Impact	Budget Account
Expense \$ 150,000.00	# VARIOUS
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	Public Works 10/13/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		chuck@simpsonengineers.com	

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone <i>Simpson Engineers, Inc. 909 N. Argonne Rd. Spokane Valley, WA 99212 (509) 926-1322</i>
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	Project Title And Work Description Land Surveying On-Call Services
Agreement Number	
Federal Aid Number	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	
<input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Federal ID Number or Social Security Number <i>91-0899058</i>
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date
	Total Amount Authorized \$ <u>\$150,000.00</u> Management Reserve Fund \$ <u>\$0.00</u> Maximum Amount Payable \$ <u>\$150,000.00</u>

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input checked="" type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

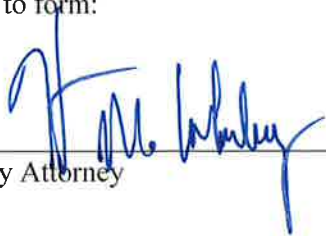
By Charles E. Simpson By _____

Consultant Simpson Engineers Inc. Agency _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Reference & Reset Monuments through DNR
- B. Boundary Surveying
- C. Topographic Surveying - Auto Cad Base Drawings
- D. Construction Staking
- E. Mapping
- F.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.



Exhibit B-1

Disadvantaged Business Enterprise Utilization Certification
 (Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

N/A Name of Bidder certifies that the Disadvantaged Business Enterprise

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ \$ 0.00 ***

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C

Electronic Exchange of Survey and other Data

This exhibit provides a description of the format and standards consultants use in preparation and delivery of survey data to the City of Spokane. The City of Spokane will provide the consultant with current survey codes, prototype drawings, shape files, and plotter files. The consultant shall apply the follow standards in preparation and delivery of survey data:

- A. Survey and topographic data shall be collected using City of Spokane codes
- B. Electronic files containing survey data, topographic data, design drawings, construction drawings, and as-built drawings shall be submitted in State Plane coordinates in accordance with City of Spokane standards and current RCWs (not in Ground)
- C. Design files shall be developed in accordance with the latest version of City of Spokane Design Standards
- D. CAD files shall be developed in accordance with the latest version of City of Spokane Design Standards
- E. Electronic deliverables shall be formatted to the City of Spokane's current Software Suite
- F. Deliverables shall be provided on a thumb drive

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."

 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit F
Clarence E. Simpson Engineers, Inc.
Overhead Schedule
For the Year Ended March 31, 2014

Description	Financial Statement Amount	Simpson Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$383,760</u>				<u>\$383,760</u>	100.00%
Fringe Benefits:						
Payroll Taxes	\$71,294				\$71,294	18.58%
Vacation, Sick, and Holiday	62,278				62,278	16.23%
Health Insurance	57,885				57,885	15.08%
Employee Benefits-Retirement	1,746				1,746	0.45%
Total Fringe Benefits	<u>\$193,202</u>	<u>\$0</u>	<u>\$0</u>		<u>\$193,202</u>	<u>50.34%</u>
General Overhead:						
Administrative & Indirect Labor	106,112				106,112	27.65%
Advertising	\$1,947	(\$1,947)		A	(\$0)	0.00%
Bank Service Charges	\$193				\$193	0.05%
Bid and Proposal Labor	\$0				\$0	0.00%
Business Licenses & Fees	188				188	0.05%
Car/Truck Expense	14,654				14,654	3.82%
Contributions	245	(245)		B	0	0.00%
Depreciation & Amortization	10,682				10,682	2.78%
Dues & Subscriptions	1,243	(805)		I	437	0.11%
Education & Seminars	475				475	0.12%
Field Expense	3,952				3,952	1.03%
Insurance	19,086				19,086	4.97%
Interest	2,355	(2,355)		C	(0)	0.00%
Licenses & Permits	4,435				4,435	1.16%
Miscellaneous	0	0		D	0	0.00%
Office Supplies	6,493				6,493	1.69%
Outside Services	0				0	0.00%
Payroll Expenses	2,115				2,115	0.55%
Postage and Delivery	454				454	0.12%
Printing and Reproduction	0				0	0.00%
Professional Fees	18,506	(18,506)		E,F	0	0.00%
Rent	0				0	0.00%
Repairs	6,109				6,109	1.59%
Record of Survey	2,646	(2,646)		G	0	0.00%

Clarence E. Simpson Engineers, Inc.
Overhead Schedule
For the Year Ended March 31, 2014

Description	Financial Statement Amount	Simpson Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Support Fees-Software	1,359				1,359	0.35%
Taxes	17,514	0			17,514	4.56%
Telephone and Cable	9,812				9,812	2.56%
Travel and Entertainment	76	(76)		H	(0)	0.00%
Utilities	4,067				4,067	1.06%
Total General Overhead	<u>\$234,717</u>	<u>(\$26,580)</u>	<u>\$0</u>		<u>\$208,136</u>	<u>54.24%</u>
Total Overhead Costs	<u>\$427,919</u>	<u>(\$26,580)</u>	<u>\$0</u>		<u>\$401,338</u>	<u>104.58%</u>
Overhead Rate	111.51%	104.58%			<u><u>104.58%</u></u>	

*Clarence E. Simpson Engineer, Inc. -
"Overhead Rate still subject to WSDOT Audit"*

References

Simpson Adjustments:

- A Unallowable Directory advertising per 48 CFT 31.205-1(d) & (f)(1)
- B Contributions unallowable per 48 CFR 31.205-8l.
- C Interest unallowable per 48 CFR 31.205-20.
- D Unsupported costs unallowable per 48 CFR 31.201-4.
- E Federal income tax per 48 CFR 31.205-41(b)(1)
- F Legal Costs in relation to litigation unallowable per 48 CFR 31.205-47(f)(5).
- G Directly Associated Project costs unallowable per 48 CFR 31.202(a) and 31.201-6.
- H Entertainment unallowable per 48 CFR 31.205-14.
- I Lobbying unallowable per 48 CFR 31.205-22.

WSDOT Adjustments:



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2014

Clarence E. Simpson Engineers, Inc.
909 North Argonne Road
Spokane Valley, WA 99212

Subject: Clarence E. Simpson Engineers, Inc. – Provisional Indirect Cost Rate

Dear: Ms. Lesa Simpson:

We have provisionally accepted your Indirect Cost Rate (ICR) of 104.58% for your firm. This ICR shall be good until 180 days following your FYE14 closing date. This rate will be applicable to Local Agency contracts only.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Manager, Consultant Services Office

EKJ

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

I hereby certify that I am Charles E. Simpson and duly authorized representative of the firm of Simpson Engineers, Inc. whose address is 909 N. Argonne Rd. Spokane Valley, WA 99212 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/25/14
Date

Charles E. Simpson
Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____,
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is
subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Simpson Engineers, Inc.

9/25/14
(Date)

Charles E. Simpson
(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Simpson Engineers, Inc.

9/25/14
(Date)

Charles E. Simpson
(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Land Surveying On-Call Services* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Simpson Engineers, Inc.
Name Charles E. Simpson
Title President
Date of Execution*** 9/25/14

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone
Agreement Number	Project Title And Work Description
Federal Aid Number	
Local Agency	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant _____

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

BRIEFING PAPER
Public Works Committee
Engineering Services
October 13, 2014

Subject

Engineering Services proposes to reestablish consultant contracts for Land Surveying On-Call Services. These contracts would replace the expired “on-call” contracts Engineering Services had with three Land Surveying firms.

Background

The new contracts, like the three expired contracts for “Professional Land Surveying” work, will be for a period of two years with a one year extension at the City’s option. Cumulative fees for these master contracts shall not exceed \$150,000 each for the life of the contracts. Task Assignments will be issued for each public works project that requires consultant support.

The firms were selected on the basis of qualifications as required by RCW 39.80. Engineering Services advertised a “Request for Qualifications” (RFQ) for the above mentioned support services. A selection committee reviewed the submittals and scored the firms using a system that analyzed the proponent’s ability to provide the required services.

The selection committee identified Simpson Engineers, Inc. and TD&H Engineering, Inc. as the top two firms. Engineering Services has negotiated contracts with Simpson Engineers, Inc. and TD&H Engineering, Inc. to provide Professional Land Surveying services. The majority of project specific tasks under these master contracts are expected to be in the order of \$5,000 - \$25,000. All costs will be paid for by each individual project budget.

Action

Engineering Services recommends Council approve entering into contracts with Simpson Engineers, Inc. and with TD&H Engineering, Inc. to provide Land Surveying On-Call Services.

Funding

Land Surveying On-Call Services costs will be paid for by each individual public works project budget.



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	OPR 2014-0686
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014089
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - LAND SURVEYING ON-CALL SERVICES - TD&H ENGINEERING, INC.		

Agenda Wording

Consultant Agreement with TD&H Engineering, Inc.(Spokane, WA) for Land Surveying On-Call Services for an amount not to exceed \$150,000.00 (Various Neighborhood Councils).

Summary (Background)

This Consultant Agreement for Land Surveying On-Call Services is for a period of two years with a third-year option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from matching State and Federal sources. A Request for Proposals was issued and consultants ranked.

Fiscal Impact		Budget Account	
Expense	\$ 150,000.00	#	VARIOUS
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	Public Works 10/13/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		steven.marsh@tdhengineering.com	

SEP 29 2014

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone TOOH ENGINEERING, INC. CONST. MGMT. 303 E. SECOND AVENUE SPOKANE, WA 99202 (509) 622-2888	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number		
Federal Aid Number	Project Title And Work Description Land Surveying On-Call Services	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No _____ %	
<input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Federal ID Number or Social Security Number 81-0295283	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date
	Total Amount Authorized \$ \$150,000.00	
	Management Reserve Fund \$ \$0.00	
	Maximum Amount Payable \$ \$150,000.00	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input checked="" type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

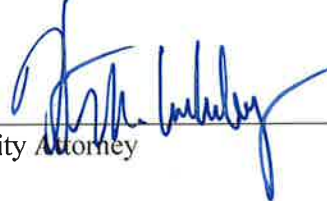
By  By _____

Consultant TOOH ENGINEERING Agency _____

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

**Exhibit A-2
Scope of Work
(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Reference & Reset Monuments through DNR
- B. Boundary Surveying
- C. Topographic Surveying - Auto Cad Base Drawings
- D. Construction Staking
- E. Mapping
- F.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.



Exhibit B-1

Disadvantaged Business Enterprise Utilization Certification
 (Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

DBE IS NOT UTILIZED _____ certifies that the Disadvantaged Business Enterprise
Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ 50.00 ***

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C

Electronic Exchange of Survey and other Data

This exhibit provides a description of the format and standards consultants use in preparation and delivery of survey data to the City of Spokane. The City of Spokane will provide the consultant with current survey codes, prototype drawings, shape files, and plotter files. The consultant shall apply the follow standards in preparation and delivery of survey data:

- A. Survey and topographic data shall be collected using City of Spokane codes
- B. Electronic files containing survey data, topographic data, design drawings, construction drawings, and as-built drawings shall be submitted in State Plane coordinates in accordance with City of Spokane standards and current RCWs (not in Ground)
- C. Design files shall be developed in accordance with the latest version of City of Spokane Design Standards
- D. CAD files shall be developed in accordance with the latest version of City of Spokane Design Standards
- E. Electronic deliverables shall be formatted to the City of Spokane's current Software Suite
- F. Deliverables shall be provided on a thumb drive

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."

 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule - Year Ending 2014

Discipline or Job Title	Hourly Rate	Overhead @ <u>147.88%</u>	Profit @ <u>15%</u>	Rate Per Hour
Principal	\$ 46.15	\$ 68.25	\$ 17.16	\$ 131.57
Engineer V	\$ 41.10	\$ 60.78	\$ 15.28	\$ 117.16
Engineer IV	\$ 37.02	\$ 54.75	\$ 13.76	\$ 105.53
Engineer I	\$ 21.63	\$ 31.99	\$ 8.04	\$ 61.67
Engineering Technician	\$ 27.00	\$ 39.93	\$ 10.04	\$ 76.97
CAD Drafter I	\$ 15.00	\$ 22.18	\$ 5.58	\$ 42.76
Clerical	\$ 17.00	\$ 25.14	\$ 6.32	\$ 48.46
Registered Land Surveyor	\$ 32.00	\$ 47.32	\$ 11.90	\$ 91.22
Construction Inspector II	\$ 29.75	\$ 43.99	\$ 11.06	\$ 84.81
Survey Party Chief I	\$ 25.00	\$ 36.97	\$ 9.30	\$ 71.27
Surveyor	\$ 20.00	\$ 29.58	\$ 7.44	\$ 57.01

Vehicle Use: \$5.00 per day plus mileage @ \$0.60 per mile

Out-of-pocket cost: – charged at actual cost plus 10%

GPS / Robotic Station

Hourly Rate: \$30.00

Nuclear Densometer

Monthly Rate: \$600.00

Weekly Rate: \$200.00

Daily Rate: \$70.00

Hourly Rate: \$10.00

Large Quantity Printing (In-House)

Copies - Color \$0.50 per copy

Copies -Black/Whit \$0.10 per copy

AutoCAD & Specialty Software

Monthly Rate: \$500.00

Weekly Rate: \$180.00

Daily Rate: \$60.00

Hourly Rate: \$10.00

Plotter (In-House)

Xerox; Black and White \$0.30 / SF

Bond \$0.90 / SF

Mylar \$3.00 / SF

EXHIBIT F



Washington State
Department of Transportation

Memorandum

July 21, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: Thomas, Dean & Hoskins, Inc. and Subsidiary Indirect Cost Rate
for fiscal year end December 31, 2013

We accept the audit work performed by Anderson Zurmuehlen & Co., PC related to Thomas, Dean & Hoskins, Inc. and Subsidiary (TDH) Indirect Cost Rate for the above referenced fiscal year with the exception of the uncompensated overtime calculation. Anderson Zurmuehlen audited the TDH indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work. TDH provided a revised Indirect Cost Rate Schedule that included a correction to distribute the directly related uncompensated overtime to the direct labor base.

Based on our acceptance of the CPA's audit and the TDH uncompensated overtime adjustment; we are issuing this memo establishing the TDH Indirect Cost Rate for fiscal year ending December 31, 2013 at 147.88% of direct labor.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

cc: Steve McKerney
File

EXHIBIT F

Certification of Final Indirect Costs

Firm Name: Thomas, Dean & Hoskins, Inc.

Indirect Cost Rate Proposal: 1.4788

Date of Proposal Preparation (mm/dd/yyyy): 06/30/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 to 12/31/2013

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Kelly Okes

Title: Financial & HR Director

Date of Certification (mm/dd/yyyy): 06/30/2014

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/leqsregs/directives/orders/44701a.htm>

EXHIBIT F

Thomas, Dean & Hoskins, Inc. and Subsidiary
Indirect Cost Rate Schedule
For the Year Ended December 31, 2013

Description	Financial Statement Amount	TD&H Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,466,485</u>	<u>\$127,728</u>	(11)	<u>\$2,594,213</u>	95.08%
Indirect Costs:					
Fringe Benefits					
Vacation Pay	\$245,524			\$245,524	9.46%
Sick Pay	38,181			38,181	1.47%
Holiday Pay	128,504			128,504	4.95%
Payroll Taxes	383,582	(\$14,707)	(13)	368,875	14.22%
		(29,011)	(2)	(29,011)	-1.12%
Workers' Compensation	109,853	(4,212)	(13)	105,641	4.07%
		(8,308)	(2)	(8,308)	-0.32%
Group Insurance	280,853	(10,768)	(13)	270,085	10.41%
Retirement Plan	129,700	(5,291)	(13)	124,409	4.80%
Total Fringe Benefits	<u>\$1,316,197</u>	<u>(\$72,297)</u>		<u>\$1,243,900</u>	<u>47.95%</u>
General Overhead					
Indirect Labor	\$1,464,294	\$138,073	(11)	\$1,602,367	61.77%
Labor Variance (Uncomp OT)		(265,801)	(11)	(265,801)	-10.25%
Labor - Advertising		(175,079)	(13)	(175,079)	-6.75%
Advertising	54,386	(54,386)	(1)	0	0.00%
Building Maintenance	39,283			39,283	1.51%
Computer expense	82,316			82,316	3.17%
Depreciation	215,839	(74,980)	(10)	140,859	5.43%
Dues & Subscriptions	92,151	(4,369)	(6)	87,782	3.38%
		(1,680)	(7)	(1,680)	-0.06%
Educational	33,405	(984)	(1)	32,421	1.25%
Employee Bonus	968,906	(373,750)	(2)	595,156	22.94%
Engineering Supplies	104,738			104,738	4.04%
Equipment Rent	79,993			79,993	3.08%
(Gain) loss on sale of assets	(3,100)			(3,100)	-0.12%
General Travel Expense	113,961	(13,754)	(7)	100,207	3.86%
		(83)	(8)	(83)	0.00%
		(9,869)	(9)	(9,869)	-0.38%
Insurance - payments to deductible	78,178			78,178	3.01%
Insurance - general	176,443	(4,262)	(3)	172,181	6.64%
Miscellaneous expense	0			0	0.00%
Office Expense	62,037	(75)	(1)	61,962	2.39%
Office Rent	153,978	(33,600)	(12)	120,378	4.64%
Professional Services	49,704	(8,462)	(5)	41,242	1.59%
Repairs	6,514			6,514	0.25%
Retirement Costs	58,341			58,341	2.25%
Taxes - general	65,603	(2,390)	(12)	63,213	2.44%
Taxes - state income taxes	4,890			4,890	0.19%
Telephone	58,341			58,341	2.25%
Temporary Clerical Expense	284			284	0.01%
Utilities	55,517	(433)	(12)	55,084	2.12%
Indirect costs reimbursed					
Auto and truck expenses	87,999	(87,348)	(15)	651	0.03%
		(651)	(14)	(651)	-0.03%
Engineering supplies	163,707	(680,548)	(15)	(516,841)	-19.92%

Thomas, Dean & Hoskins, Inc. and Subsidiary
Indirect Cost Rate Schedule
For the Year Ended December 31, 2013

Description	Financial Statement Amount	TD&H Adj.	Ref.	Accepted Amount	%
		(20,898)	(4)	(20,898)	-0.81%
Per diem	16,999	(16,999)	(15)	0	0.00%
Travel	100,582	(100,582)	(15)	0	0.00%
Total General Overhead	<u>\$4,385,289</u>	<u>(\$1,792,910)</u>		<u>\$2,592,379</u>	<u>99.93%</u>
Total Indirect Costs & Overhead	<u>\$5,701,486</u>	<u>(\$1,865,207)</u>		<u>\$3,836,279</u>	<u>147.88%</u>
Indirect Cost Rate	<u>231.16%</u>			<u>147.88%</u>	

TD&H Inc.

"Indirect Cost Rate still subject to WSDOT Audit"

References

TD&H Adjustments:

TD&H Inc. Indirect Cost Rate Audited by Anderson Zurmuehlen & Co. PC

- (1) General advertising costs and/or sponsorships are not allowed per FAR 31.205-1(6).
- (2) Bonuses to stockholders representing a distribution of profits and related payroll taxes and workers' compensation paid on those wages are not allowed per FAR 31.205-6(f)
- (3) Life insurance expenses for officers are not allowable per FAR 31.205-19.
- (4) Litigation costs are not allowable per FAR 31.205-47(f)(5).
- (5) Professional fees related to organizational issues and mergers are not allowable per FAR 31.205-47(f)(2).
- (6) Lobbying costs are not allowable per FAR 31.205-22.
- (7) Entertainment expenses are not allowable per FAR 31.205-14.
- (8) Alcoholic beverages are not allowable per FAR 31.205-51.
- (9) Certain travel and lodging expenses are not allowable per FAR 31-205-46.
- (10) Depreciation expenses reimbursed through direct billings are not allowable per FAR 31.201-5.
- (11) Uncompensated overtime for salaried employees considered to be direct labor and removed from indirect labor costs per FAR 31.202.
- (12) Idle capacity costs are not allowable per FAR 31.205-17.
- (13) Advertising and public relations labor and associated fringe benefits are not allowable per FAR 31.205-1(f).
- (14) Auto lease payments incurred without a documented business purpose are unallowable per FAR 31.205-46(d).
- (15) Expenses recovered through jobs are not allowable per FAR 31.205-5.

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)
Certification Of Consultant**

Project No. _____

Local Agency _____

I hereby certify that I am STEVEN N. MARSH and duly authorized representative of the firm of TQCH ENGINEERING whose address is 303 E. SECOND AVENUE and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

9/18/2014

Date



Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____,
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is
subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): TDCH ENGINEERING, INC.

9/18/2014
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

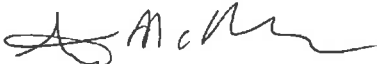
Consultant (Firm): TOOH ENGINEERING, INC.

9/18/2014
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Land Surveying On-Call Services * are accurate, complete, and current as of 9/30/14 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm TD&H Engineering, Inc.
Name Steven N. Marsh 
Title Vice President/Regional Manager
Date of Execution*** 10/1/14

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone
Agreement Number	Project Title And Work Description
Federal Aid Number	
Local Agency	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant _____

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

BRIEFING PAPER
Public Works Committee
Engineering Services
October 13, 2014

Subject

Engineering Services proposes to reestablish consultant contracts for Land Surveying On-Call Services. These contracts would replace the expired “on-call” contracts Engineering Services had with three Land Surveying firms.

Background

The new contracts, like the three expired contracts for “Professional Land Surveying” work, will be for a period of two years with a one year extension at the City’s option. Cumulative fees for these master contracts shall not exceed \$150,000 each for the life of the contracts. Task Assignments will be issued for each public works project that requires consultant support.

The firms were selected on the basis of qualifications as required by RCW 39.80. Engineering Services advertised a “Request for Qualifications” (RFQ) for the above mentioned support services. A selection committee reviewed the submittals and scored the firms using a system that analyzed the proponent’s ability to provide the required services.

The selection committee identified Simpson Engineers, Inc. and TD&H Engineering, Inc. as the top two firms. Engineering Services has negotiated contracts with Simpson Engineers, Inc. and TD&H Engineering, Inc. to provide Professional Land Surveying services. The majority of project specific tasks under these master contracts are expected to be in the order of \$5,000 - \$25,000. All costs will be paid for by each individual project budget.

Action

Engineering Services recommends Council approve entering into contracts with Simpson Engineers, Inc. and with TD&H Engineering, Inc. to provide Land Surveying On-Call Services.

Funding

Land Surveying On-Call Services costs will be paid for by each individual public works project budget.



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	OPR 2012-0700
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2005043
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - ON-CALL SUPPORT STRUCTURAL DESIGN SERVICES - COFFMAN		

Agenda Wording

Supplemental Agreement No. 2 with Coffman Engineers (Spokane, WA) for On-Call Support Structural Design Services. This Supplemental Agreement increases the amount of the contract by \$100,000.00 for a total contract amount of \$350,000.00.

Summary (Background)

The City entered into a contract with Coffman Engineers September 21, 2012. Due to the high volume of public works projects being designed and the need for structural design service, it is necessary to increase the contract amount.

Fiscal Impact	Budget Account
Expense \$ 100,000.00	# VARIOUS
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	Public Works 9/22/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		peden@coffman.com	



Supplemental Agreement Number 2		Organization and Address	
Original Agreement Number OPR 2012-0700		Coffman Engineers 10 N. Post St. Spokane, WA 99201	
Project Number 2005043		Execution Date September 21, 2012	Completion Date July 13, 2014
Project Title Structural On-Call Services		New Maximum Amount Payable \$350,000.00	
Description of Work: On-Call Support Structural Design Services			

The Local Agency of City of Spokane
 desires to supplement the agreement entered into with Coffman Engineers
 and executed on September 21, 2012 and identified as Agreement No. OPR 2012-0700
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section II, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

III

Section V, PAYMENT, shall be amended as follows:
This Supplemental Agreement increases the contract in the amount of \$100,000.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Coffman Engineers


 Consultant Signature

10.1.14
 Date

By: Kyle Twohig, Engineering Operations Manager

Approving Authority Signature

Date

Attest: _____
City Clerk

Approved to form:



Assistant City Attorney

BRIEFING PAPER
Public Works Committee
Engineering Services
Sep. 22, 2014

Subject

Structural On-Call Consultant agreement revision

Background

Engineering Services has “on-call” agreements with various engineering firms for specialized engineering services (structural, geotech, etc.). Those firms were selected on the basis of qualifications as required by RCW 39. For the structural on-call work, two structural firms signed contracts with the City for on-call services for a period of two years (subsequently extended to three years) beginning 7-13-12 and ending 7-13-15. Original contract amounts were \$250,000 for each firm. Costs incurred under each of these contracts are covered by individual public works projects (e.g., CSO tank projects, water/sewer pump stations, etc.).

The \$250,000 original contract amount was an estimate of the amount of work which would be required over the three year life of the contract. At the end of next month, the contract amount for one of those firms will have been expended and the contract amount for the other firm will be nearing its limit.

Because of the large volume of work planned for the next 18 months, Engineering Services proposes to increase the contract amount with LSB by \$300,000 and for Coffman by \$100,000. The reason for the different amounts is that, to date, Engineering Services has assigned more work to LSB than to Coffman and, consequently, LSB is close to depleting their original contract amount while Coffman has approx. \$130,000 remaining.

Action

Engineering Services recommends an increase in the contract amount from \$250,000 to \$550,000 for LSB and from \$250,000 to \$350,000 for Coffman.

Funding

Structural engineering services described in this briefing paper are paid by various public works project budgets.



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	OPR 2014-0687
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	JAMES 625-7854	Project #	2013129
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 14804
Agenda Item Name	0370 - 9TH & PINE RESERVOIR - WILBUR FLETCHER, INC.		

Agenda Wording

Contract/Consultant Agreement with Wilbur Fletcher, Inc.(Dayton, WA) for interior and exterior coating inspection at the 9th Avenue and Pine Street Reservoir Repainting Project.

Summary (Background)

The 9th Avenue and Pine Street Reservoir is a welded steel tank constructed in 1964. The exterior was recoated in the 1990's and the interior maintains the original coating from the original construction. The 9th Avenue and Pine Street Reservoir Repainting contract includes removal of the existing coating, surface preparation and recoating with NSF/ANSI 61 compliant Tnemec epoxy-based coating on the interior and exterior.

Fiscal Impact	Budget Account
Expense \$ 49,665.00	# 4100-42490-34145-54201-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works 10/13/14
<u>Finance</u>	LESESNE, MICHELE	<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>		mlesesne@spokanecity.org	
<u>Purchasing</u>		jsakamoto@spokanecity.org	
		htrautman@spokanecity.org	
		acline@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Inspection of the surface preparation, application of the primer/coating and monitoring of environmental conditions during preparation and application of the coating operations requires specialized certifications. The coating inspectors are third party inspectors independent of the applicators who monitor and report all aspects of the preparation and application for compliance with established coating applications. Quotes for the coating inspection service were solicited from three independent companies specializing in coating inspection meeting the requirement for the 9th Avenue and Pine Street Reservoir Repainting Project.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

CONSULTANT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and WILBUR FLETCHER, INC., whose address is P.O. Box 41, Dayton, Washington 99328, as "Consultant".

The parties agree as follows:

1. PERFORMANCE. The Consultant shall provide a SPECIALIZED COATING INSPECTION FOR THE 9TH AND PINE RESERVOIR PROJECT, in accordance with the Contractor's scope of services dated August 14, 2014.
2. CONTRACT TERM. The Agreement shall begin upon signature of both parties, and run through July 1, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the Consultant an amount not to exceed FORTY NINE THOUSAND SIX HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$49,665.00) 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 the Water and Hydroelectric Services Department, 914 East North Foothills Drive, Spokane, Washington 99207. 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 coverage(s):

- 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 for owned, hired or non-owned vehicles.
- 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 Agreement 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 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.

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: _____

WILBUR FLETCHER, INC.

Email Address, if available:

blarkin@reagan.com

By: Bruce Lohi

Title: V-P

BRIEFING PAPER
Public Works Committee
Engineering Services
October 13, 2014

Subject

Contract/Consultant Agreement with Wilbur Fletcher, Inc. for interior and exterior coating inspection at the 9th Avenue and Pine Street Reservoir Repainting Project - 2013129.

Background

The 9th Avenue and Pine Street Reservoir is a welded, steel tank constructed in 1964. The exterior was recoated in the 1990's and the interior maintains the original coating from the original construction. The 9th Avenue and Pine Street Reservoir Repainting Project #2013129 contract includes removal of the existing coating, surface preparation and recoating with NSF/ANSI 61 compliant Tnemec epoxy-based coating on the interior and exterior.

Inspection of the surface preparation, application of the primer/coating and monitoring of environmental conditions during preparation and application of the coating operations requires specialized certifications. The coating inspectors are third party inspectors independent of the applicators who monitor and report all aspects of the preparation and application for compliance with established coating applications. Quotes for the coating inspection service were solicited from three independent companies specializing in coating inspection meeting the requirement for the 9th Avenue and Pine Street Reservoir Repainting Project.

Public Impact

This project will be constructed beginning in the fall of 2014 and finishing in spring of 2015.

This project will not affect water service or area traffic; no public meetings were held.

Action

Information is provided for Council consideration. The lowest responsive quote was received from Wilbur Fletcher, Inc. for \$49,665.00 for the inspection services and will be forwarded to City Council with a recommendation of award to the lowest responsive quote.

Funding

This project is funded by Water Department Rates.

Attachments

Consultant Agreement

WILBUR FLETCHER INC.

dba
I.C.I.S.
Bruce Larkin
NACE ID# 692
Po Box 41
Dayton, WA 99328
509-990-5587
blarkin@reagan.com

08/14/2014

City of Spokane
Dan Buller
Engineering Services
dbuller@spokanecity.org
509.625-6391

RE: Quality Control Inspection Services; Industrial Coatings Inspection Services, I.C.I.S.

Dan,

I will be using Randy Newby as the on-site inspector for the project. We discussed the project timeline with Randy Cornelius, he anticipated the on-site work for the project to be during the months of September, October, ½ of the month of November 2014 and shut down till March and completed by April of 2015. A 6 day work week is anticipated by Randy Cornelius during these months. Based on this information provided by Randy Cornelius we anticipated the following:

1. September 25 work days.
2. October 25 work days
3. November 14 work days.
4. March 25 work days
5. April 25 work days.

The anticipated work days for the project are 114 days. For 21 weeks of on-site work I anticipate 2 days of inspection each week. 42 anticipated days of on-site inspection.

- 6 hours per day of on-site inspection and 2 hours for inspection reports, for a total of 8 hours per day.
- Inspection for outside will not be conducted on a regular hold point basis, inspection to be limited to:
 1. Initial surface preparation.
 2. Initial spot prime and intermediate coat application.
 3. Final DFT/Coating application as per specifications.
- Interior inspection to be completed on as follows:
 1. Hold point for initial and periodic surface preparation.
 2. Initial and periodic equipment checks for dry clean pressurized air supply.
 3. Observe and document initial and periodic results of ambient conditions within the work area with regard to equipment used to provide DH and Heated air supply. Inspection of steel surfaces with regard to condensation formation on steel surfaces. Document dew point separation as stated in the contract specifications.

3. 42 days Per Diem of on-site inspection x \$150.00= \$6,300.00
4. Total proposal is \$49,665.00

- Consulting and/or inspection are \$115.00 per hour, minimum of 6 hours per day.
 - Travel time hours are inclusive with the daily hours and rates.
 - Vehicle Mileage is .75 per mile, fuel surcharge may be incurred if fuel cost increase >15%.
 - Expenses required for inspection equipment, calibration etc. will be added to the project.
 - Per Diem \$150.00 per day for any travel or work day.
 - Project insurance to be as provided for the Shadle Park project.
- Please review and give me a call at 509-990-5587 with any questions.

Regards,

Bruce Larkin

Bruce Larkin

WILBUR FLETCHER INC.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MT

DATE (MM/DD/YYYY)

09/18/2014

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 Lloyd's, Inc. PO Box 1318 Walla Walla, WA 99362-0303 Michael T. Gammond	Phone: 509-525-4110	CONTACT NAME:		
	Fax: 509-525-4465	PHONE (A/C, No., Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		PRODUCER CUSTOMER ID #:	WILBU-1	
INSURED Wilbur Fletcher, Inc. PO Box 41 Dayton, WA 99328			INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A : Liberty Mutual Insurance	23043
			INSURER B :	
			INSURER C :	
			INSURER D :	
			INSURER E :	
			INSURER F :	

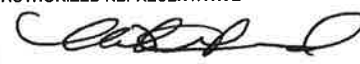
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop- Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	C07154433	09/23/2013	09/23/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		C07154433	09/23/2013	09/23/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Spokane, its agents, officers and employees are Additional Insured's but only with respect to services provided under contract.
 Project: 9th and Pine Street Project

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Engineering Services 2nd Floor City Hall 808 W. Spokane Falls Blvd Spokane, WA 99201-3343	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Search Business Licenses

License Information:

Entity Name: WILBUR FLETCHER, INC.
Business Name: WILBUR FLETCHER, INC.
License Type: Washington State Business
Entity Type: Profit Corporation
UBI: 600442139 Business ID:001 Location ID:0002
Status: To check the status of this company, go to [Secretary of State](#) and [Department of Revenue](#).

Location Address:
 104 SHORTY RD
 DAYTON, WA, 99328-8743

Mailing Address:
 PO BOX 41
 DAYTON, WA, 99328-0041

[View Additional Locations](#)

	Status	Expires	First Issued
Licenses Held at this location			
Spokane General Business	Active	09/30/2015	09/19/2014

Governing People:
 C WILBUR FLETCHER
 JEANIE FLETCHER

Information Current as of 09/24/2014 6:39AM Pacific Time

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Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	OPR 2014-0688
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 14810
Agenda Item Name	5900 - WILLAR PROPERTY ACQUISITION - WILLAR CORPORATION		

Agenda Wording

Willar Property acquisition related to Phase II of the Riverside Extension Street Project for an amount not to exceed \$200,000.00 including all closing costs. Remit payment to First American Title Company.

Summary (Background)

To facilitate the construction of Phase II of the Riverside Extension Project, the City is acquiring portions of or all of several properties. Per the design of the street extension, the City is acquiring all of parcel 35174.0571 which lies at 405 North Denver Street. This vacant parcel, currently owned by the Willar Corporation, lies directly under the alignment of the planned street extension and is a critical piece to completing the eastern end of the extension.

Fiscal Impact	Budget Account
Expense \$ 200,000.00	# 3200-94997-95200-56102-99999
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	WERNER, MICHAEL	Study Session	
Division Director	QUINTRALL, JAN	Other	PCED 10/6/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mlesesne@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		dsteele@spokanecity.org	
		jhensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Based on the appraised value and estimated damages, the City has agreed to a purchase price of \$173,000. With the completion of this acquisition there are only three additional significant properties needed to construct the extension.

Fiscal Impact

Select \$

Select \$


Budget Account

#

#

Distribution List

REAL PROPERTY VOUCHER

AGENCY NAME City of Spokane Department of Engineering Services 808 West Spokane Falls Blvd. Spokane WA 99201		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Spokane, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.						
GRANTOR OR CLAIMANT (NAME, ADDRESS) First American Title Company 40 E Spokane Falls Blvd Spokane WA 99202		SIGNATURE (IN INK) FOR EACH CLAIMANT Willar Corporation X 				DATED		
PROJECT NO. AND TITLE Riverside Extension Phase 2		By: Name and Title <i>Charles Karl section 89201/4</i>				DATED		
FEDERAL AID NO.		PARCEL NO. 35174 0571		By: <i>V.P.</i> Name and Title <i>DANIEL KENNEDY</i>		DATED <i>9/26/14</i>		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:						DATED	\$ AMOUNT	
LAND: approximately 14,628 square feet of land in fee						+	\$120,679.00	
IMPROVEMENTS:						+	\$	
DAMAGES: Cost to Cure Proximity Other Loss of parking for parcel 35174 0592						+ + +	\$51,570.74	
SPECIAL BENEFITS						+	\$	
JC (Just Compensation) Amount						+	\$172,000.00 (rd)	
REMAINDER: Uneconomic Remnant Excess Acquisition						+ +	\$	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other						+ + + + +	\$	
ADMINISTRATIVE SETTLEMENT						+	\$	
STATUTORY EVALUATION ALLOWANCE						+	\$	
ESCROW FEE						+	\$1,087.00	
REAL ESTATE EXCISE TAX processing fee						+	\$10.00	
OTHER: Record Fees (Deed and Joint Use Agreement) Remaining Title Premium						+	\$149.00 \$493.50	
PARCEL NO. 35174 0571	JOB NUMBER WORK ORDER GROUP		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS \$173,739.50
Performance Bond	B/S Account-A592		TOTAL ----->	173,739.50	TOTAL AMOUNT PAID \$173,739.50			
ACQUISITION AGENT						DATE	Voucher No.	TOTAL AMOUNT PAID \$173,739.50
AUTHORIZED AGENT FOR CITY OF SPOKANE						DATE	Voucher No.	TOTAL AMOUNT PAID \$173,739.50

After recording return document to:
City of Spokane
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Warranty Deed
Reference Number of Related Documents:
Grantor(s): Willar Corporation
Grantee(s): City of Spokane
Legal Description: Ptn. Lot 9, all of Lots 10 and 11, Blk 20, Dennis and Bradley's Add
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 35174.0571

WARRANTY DEED

RIVERSIDE EXTENSION PHASE 2

The Grantor(s), **WILLAR CORPORATION, a Washington corporation,** for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF SPOKANE, a Washington municipal corporation, Grantee,** the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:


For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane, by and through its Department of Engineering Services, by its authorized agent.

WARRANTY DEED

Date: September 26th, 2014

WILLAR CORPORATION

By 
Charles Kerl


DANIEL KENNEDY

Accepted and Approved

CITY OF SPOKANE

By: _____

Authorized agent

Date: _____

WARRANTY DEED

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this 26th day of September, 2014 before me personally appeared Charles Kerl to me known to be the Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Morgan S. Bishop
Notary Public in and for the State of
Washington, residing at Spokane Valley
My commission expires 5-7-16

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this 26th day of September, 2014 before me personally appeared Daniel Kennedy to me known to be the Vice President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Morgan S. Bishop
Notary Public in and for the State of
Washington, residing at Spokane Valley
My commission expires 5-7-16

WARRANTY DEED

EXHIBIT "A"

All of Lots 10 and 11, Block 20, Together with the East half of vacated alley adjoining, and that portion of Lot 9, together with the West half of vacated alley adjoining, in said Dennis and Bradley's Addition, according to the Plat recorded in Volume "A" of Plats, Pages 160 and 161, in the City of Spokane, Spokane County, Washington, lying Southeasterly of a line distant 50 feet Southeasterly, at right angles, from the centerline of the double tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

The lands herein described contain an area of 14,628 square feet, more or less, the specific details concerning all of which are to be found on sheet 4 of that certain plan entitled Riverside Extension Phase 2, now of record and on file in the Engineering Services office at the City of Spokane, Washington bearing revision February 7, 2014.

ESCROW AGREEMENT

TO:

First American Title Insurance Company
40 East Spokane Falls Boulevard
Spokane WA 99202

Your Reference: 4259-1487588

CUSTOMER REFERENCE:

City of Spokane – Riverside Extension – Phase 2
Willar Corporation

Parcel No.: 35174.0571

Willar Corporation, (Seller) 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 Seller to the City of Spokane, Purchaser, conveying Parcel B 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.

Please also record the Release of Joint Use Agreement attached.

3. Receive the sum of \$173,739.50 which includes the acquisition price of \$172,000.00, plus \$1,739.50 for payment of the remaining title premium, escrow fee, excise processing fee and recording fees.
4. The following is a summarized required disposition of all exceptions shown on your 3rd preliminary commitment report dated 9/3/2014 :
 - 1: Delete: City exempt
 - 2: Deleted per report
 - 3: Delete – does not affect Parcel B
 - 4: Delete – does not affect Parcel B
 - 5: Delete – merges with title
 - 6: Delete – does not affect Parcel B
 - 7: Delete – does not affect Parcel B
 - 8: Delete – does not affect Parcel B
 - 9: Delete - does not affect Parcel B
 - 10: Delete – See attached Release of Joint Use Agreement
 - 11: Delete – does not affect Parcel B
 - 12: Subject to
 - 13: Delete – paid
 - 14: Delete – paid
 - 15: Delete - See attached
 - 16: Delete – does not affect Parcel B
 - 17: Delete
 - 18: Delete - paid

Pay the following:

- Escrow Fee of \$1,000.00 plus sales tax \$87.00;
- Excise processing fee of \$10.00
- Recording fees of \$149.00 (Deed and Release of Joint Use Agreement)
- Remaining title premium due of \$493.50

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.

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 Seller as follows: _____
7. Issue standard form Owner's policy of title insurance in the sum of \$172,000.00 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. *Please also email a copy of the recorded instruments, settlement statement and copy of check from the City of Spokane to dressa@epicland.com.*

Purchaser:

CITY OF SPOKANE

By: 

Title: CFO / Sec / Tror

Seller:


Willar Corporation – Charles Kerl Date 9-26-14

Phone No. 533-9911

CLOSING DETAIL STATEMENT

As indicated on the Escrow Agreement, the Escrow Agent shall furnish, upon completion of the closing of the escrow transaction, a CLOSING DETAIL STATEMENT, which shall show thereon:

- (a) The total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City of Spokane;
- (c) The date on which the Escrow Agent disburses funds to the Seller(s);
- (d) Date of closing of the escrow;
- (e) Sums, if any, withheld from distribution to Seller(s) at time of closing, and for what reason;*
- (f) Endorsements to the effect that
 1. The statement has been read by the Seller(s), is approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 2. The closing officer certifies that the statement is true and correct.

*In case the Escrow Agent has withheld funds from distribution to the Seller(s) for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.

City of Spokane
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201

Parcel Number: 35174.0571
Preliminary Commitment Number: 4259-1487558

Attached is the information requested per the Escrow Agreement

Document: _____

Date Recorded _____ Recording No. _____

Document: _____

Date Recorded _____ Recording No. _____

DATE OF DISBURSEMENT OF FUNDS: _____

First American Title Insurance Company
40 East Spokane Falls Boulevard
Spokane WA 99202

Willar Corporation
1212 East Front Avenue
Spokane WA 99202

RE: Tax Parcel No. 35175.0571

RIVERSIDE EXTENSION – PHASE 2

This is to advise you that as a result of the City of Spokane's acquisition of your property for public purposes, you may be entitled to a refund of certain prepaid real property taxes pursuant to the provisions of RCW 84.60.050(2).

Your deed to the City of Spokane will be recorded in the County Auditor's Office as a part of the escrow closing of your sale to the City.

In order to determine whether this sale qualifies for such a refund, please take the following steps:

Take this letter and the recording data for the deed to the County Assessor's and/or County Treasurer's Office.

The Assessor of the County in which the real property is located will determine the amount of refund to which you may be entitled. The Treasurer of that county will make payment of such refund, if any.

Sincerely,

Epic Land Solutions, Inc.

**MINUTES OF ACTION OF
THE BOARD OF DIRECTORS
FOR
WILLAR CORPORATION**

Pursuant to Revised Code of Washington, Section 23B.08.210, the undersigned directors hereby consent to and adopt the following minutes as Minutes of a Special Meeting of the Board of Directors of the Corporation.

AUTHORIZE OFFICERS TO EXECUTE DOCUMENTS:

WHEREAS, the Directors have determined that it is in the best interest of the Corporation to specifically authorize DANIEL KENNEDY as Vice-President and/or CHARLES KERL as Secretary/Treasurer to execute documents as the authorized representative of the Corporation, with only one such signature required, including, but not limited to, executing documents to transfer and/or acquire real estate in the name of the Corporation, NOW, THEREFORE, IT IS,

RESOLVED, that the Board of Directors hereby authorizes DANIEL KENNEDY as Vice-President and CHARLES KERL as Secretary/Treasurer to each have full authority to execute documents as the authorized representative of the Corporation, as necessary to transact business in the name of the Corporation, including authority to transfer or acquire real estate in the name of the Corporation, with only one such signature required, and

RESOLVED FURTHER, that any third party dealing with either said individual as the authorized representative of the Corporation, shall be entitled to rely on those Minutes as evidence of their full authority to act, with said third party to be held harmless from any liability for dealing with either said individual as authorized representative of the Corporation, unless or until this authority is revoked in writing and the third party is presented with such writing.

These Minutes of Action may be executed in one or more counterparts, all of which, when taken together, may be certified by any proper officer of the Corporation as actions taken by the Board of Directors of the Corporation as of September 1, 2014.

IN WITNESS WHEREOF, the undersigned, representing all of the directors of the Corporation, indicate their approval of the above and foregoing as of the date last above mentioned.

DIRECTORS:



LARRY BROWN



CHARLES KERL



DANIEL KENNEDY

H:\Clients\Willar\MINACT 9-2014.docx



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	OPR 2014-0689
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	EBO

Submitting Dept	FINANCE
Contact Name/Phone	ARIANE 477-2610
Contact E-Mail	ASCHMIDT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1510 - SERVICES CONTRACT WITH IMPREZZIO, INC

Agenda Wording

A technical services contract with Imprezio, Inc. to assist with legacy data migration portion of the Law CAD RMS Replacement Project. The contract amount is for \$100,000 plus tax, if applicable.

Summary (Background)

The current Law Northrup Grumman CAD RMS system data must be migration to a current generation database in preparation for use with the new CAD RMS system. Significant esoteric data cleanup methodologies will be performed to ensure the data integrity.

Fiscal Impact	Budget Account
Expense \$ 100,000 plus tax if applicable	# 1510-12100-21270-54209-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COOLEY, GAVIN	<u>Study Session</u>	
<u>Division Director</u>	COOLEY, GAVIN	<u>Other</u>	Public Safety Committee
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	aschmidt@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mlesesne@spokanecity.org	
<u>Additional Approvals</u>		korlob@spokanecity.org	
<u>Purchasing</u>			

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and <Imprezzio, Inc.>, whose address is 108 N Washington St.; 6th Floor; Spokane, WA 99201, as "Company".

The parties agree as follows:

1. PERFORMANCE. The Company shall provide SERVICES FOR MAPPING, ACCESSING AND MIGRATING DISPARATE DATA STORES FOR THE ENABLING OF LEGACY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) DATA, in accordance with the Company's Statement of Work dated October 6, 2014.
2. CONTRACT TERM. The Contract shall begin October 22, 2014 and run through June 1, 2015 unless terminated sooner.
3. COMPENSATION. The City shall pay the Company ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) plus tax if applicable, for everything furnished and done under this Contract.
4. PAYMENT. The Company shall send its applications for payment to the City of Spokane, Finance Division - SREC, 808 West Spokane Falls Blvd, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Company's invoices per milestone deliverables as outlined in the Statement of Work.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
7. 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.
8. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
9. INDEMNIFICATION. The Company 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 Company, its officers, employees and subcontractors in connection with the performance of the Contract, 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.

10. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

11. 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.

12. 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 Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

13. INSURANCE. During the term of the Contract, the Company 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 and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Contract; and
- 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 for owned, hired and non-owned vehicles.

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

As evidence of the insurance coverages required by this Contract, the Company shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, 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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. AUDIT / RECORDS. The Company 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 Company 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.

15. STANDARD OF PERFORMANCE. The standard of performance applicable to Company'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.

16. 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.

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

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

19. 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: _____

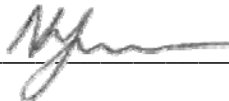
Attest: _____

City Clerk

Dated: _____

Imprezzio, Inc.

E-Mail address, if available: neilh@imprezzio.com



By: Neil Hargreaves

Title: Executive Vice President

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
09/22/2014

Date Rec'd	9/10/2014
Clerk's File #	CPR 2014-0087
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	SCOTT CHESNEY 625-6061	Project #	
Contact E-Mail	SCHESENEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0650 - WSU SPOKANE MASTER PLAN UPDATE		

Agenda Wording

WSU Spokane Master Plan Update Information Presentation

Summary (Background)

WSU Spokane's Campus Leadership engaged faculty, staff and its Master Planning Consultant, NBBJ of Seattle, Washington, to update its 2009 Master Plan to reflect the emerging and evolving health science mission of the campus. It incorporates the WSU Regents' designation of the Spokane campus as the University's health sciences campus. The University also engaged leadership from Eastern Washington University and other on-campus partners to collaborate and coordinate academic plans.

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

Approvals		Council Notifications	
Dept Head	WRIGHT, JO ANNE	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	DOLAN, PAM	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	schesney@spokanecity.org	

Additional Approvals	
Purchasing	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

With the addition of the Innovate Washington and Innovate Washington Spokane Technology Center, the campus manages 897,000 gross square feet of facilities comprised in 12 academic and support buildings. The Master Plan Update projects from 2014 to 2024 an additional program need of 470,000-490,000 gross square feet to support academic, research, clinical and student amenity growth and needs. The draft Master Plan will be presented to the WSU Board of Regents for future action and approval at their November 2014 and January 2015 meetings.

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

Distribution List

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

Distribution List	



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	ORD C35165
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE
Contact Name/Phone	ARIANE 477-2610
Contact E-Mail	ASCHMIDT@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	0410-EBO RE: CAD/RMS IMPREZZIO CONTRACT

Agenda Wording

Amending Ordinance No. C-35062 and appropriating funds in the Spokane Regional Emergency System Fund, FROM: Intergovernmental Law Enforcement Services and Interfund Law Enforcement Services, \$108,700; TO: IT/Data Services, same amount

Summary (Background)

To establish budget for technical services contract with Imprezzio for legacy data migration portion of the Law CAD RMS Replacement Project.

Fiscal Impact	Budget Account
Revenue \$ 40,253	# 1510-12100-99999-33821
Revenue \$ 68,447	# 1510-12100-99999-34921
Expense \$ 108,700	# 1510-12100-21270-54209
Select \$	#

Approvals		Council Notifications	
Dept Head	DOLAN, PAM	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	Public Safety Comm
Finance	LESESNE, MICHELE	Distribution List	
Legal	RICHMAN, JAMES	aschmidt@spokanecity.org	
For the Mayor	SANDERS, THERESA	tdunivant@spokanecity.org	
Additional Approvals		korlob@spokanecity.org	
Purchasing			

ORDINANCE NO C35165

An ordinance amending Ordinance No. C-35062, 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.

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 Miscellaneous Grants 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 Spokane Regional Emergency System Fund, and the budget annexed thereto with reference to the Spokane Regional Emergency System Fund, the following changes be made:

From:	1510-12100 99999-33821	Spokane Rgl Emerg Comm Sys Fund IG Law Enforcement Services	<i>\$ 40,253</i>
	1510-12100 99999-34921	Spokane Rgl Emerg Comm Sys Fund IF Law Enforcement Services	<i>\$ 68,447</i>
To:	1510-12100 21270-54209	Spokane Rgl Emerg Comm Sys Fund IT/Data Services	<i>\$ 108,700</i>

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 begin data migration prior to the selection of a new CAD/RMS vendor, 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:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	ORD C35166
Renews #	

Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	PAM DOLAN X6034	Project #	
Contact E-Mail	PDOLAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	5600-ORDINANCE RELATING TO CONSOLIDATED LOCAL IMPROVEMENT		

Agenda Wording

An Ordinance relating to local improvement districts; establishing a consolidated local improvement district bond redemption fund; and fixing the amount, form, date, interest rate, and maturity of the CLID #223 Installment Note.

Summary (Background)

This Ordinance authorizes the City to combine and consolidate seven local improvement districts into Consolidated Local Improvement District No. 223 and issue an aggregate principal amount not to exceed \$600,141.64 of Consolidated Local Improvement District No. 223 Installment Note for the purpose of funding the unpaid balance of special assessments.

Fiscal Impact		Budget Account	
Neutral	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
<u>Dept Head</u>	DOLAN, PAM	<u>Study Session</u>	
<u>Division Director</u>	COOLEY, GAVIN	<u>Other</u>	Finance Comm 09/23/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		mdyson@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	

ORDINANCE NO. C35166

AN ORDINANCE of the City of Spokane, Washington, relating to local improvement districts; establishing Consolidated Local Improvement District No. 223 and a consolidated local improvement district bond redemption fund; fixing the amount, form, date, interest rate and maturity of the Consolidated Local Improvement District No. 223 Installment Note; providing for the purchase of that Note by the City from funds on deposit in the Spokane Investment Pool; fixing the interest rate on local improvement district assessment installments; and declaring an emergency.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. RECITALS.

1.1 The City Council of the City of Spokane, Washington (the "City"), heretofore has created Local Improvement Districts Nos. 2011162, 2011163, 2011165, 2012041, 2012049, 2012059, (the "LIDs") for various purposes.

1.2 RCW 35.45.160 authorizes the establishment of consolidated local improvement districts for the purpose of issuing bonds only and provides that if the governing body of any municipality orders the creation of such consolidated local improvement district, the money received from the installment payment of the principal of and interest on assessments levied within the original local improvement districts shall be deposited in a consolidated local improvement district bond redemption fund to be used to redeem outstanding consolidated local improvement district bonds.

1.3 RCW 35.45.150 provides that in addition to issuing bonds in payment of the cost and expenses of any local improvement, a city may issue installment notes payable out of the relevant local improvement fund, and such notes are legal investments for any available surplus fund of the issuing city.

1.4 The City desires to provide a market-rate return on a portion of the funds it regularly invests while making those funds available on an interfund loan basis to finance the repayment of the installment note authorized herein; and

1.5 Pursuant to RCW 35.45.150, the City has determined to issue its Consolidated Local Improvement District No. 223 Installment Note in the aggregate principal amount not to exceed \$600,141.64 and finds it is in the best interest of the City that such note be purchased by the City from funds on deposit in the City Treasury's pooled cash portfolio and available for investment.

Section 2. CONSOLIDATION OF LOCAL IMPROVEMENT DISTRICTS.

For the purpose of issuing bonds only (including issuance of an installment note under RCW 35.45.150), those local improvement districts of the City established by the following ordinances, respectively, the 30-day period for making cash payment of assessments without interest in each local improvement district having expired in the case of the assessment for each local improvement district, are consolidated into a consolidated local improvement district to be known and designated a Consolidated Local Improvement District No. 223.

Local Improvement District ("LID") No.	Created by Ordinance No.	Assessment Balance After 30-day Prepayment Period
2011162		\$17,821.79
2011163		\$32,297.99
2011165		\$176,422.25
2012041		\$198,978.54
2012049		\$12,744.64
2012059		\$31,103.70
2012099		\$130,772.73

Section 3. NOTE FUNDS.

There is created and established in the office of the Chief Finance Officer of the City (the "Finance Officer") for Consolidated Local Improvement District No. 223 a consolidated local improvement district bond redemption fund, which shall consist of a special account within the City's previously established Special Assessment Debt Fund, and shall be known and designated as the Local Improvement Fund, CLID No. 223 Note Redemption Account (the "Note Fund") All money presently on hand representing collections pertaining to installments of assessments and interest thereon in each of the local improvement districts listed in Section 2 shall be transferred to and deposited in the Note Fund, and all collections pertaining to assessments on the assessment rolls of those local improvement districts when hereafter received shall be deposited in the Note Fund to repay any principal outstanding of the Consolidated Local Improvement District No. 223 Note (defined hereafter).

Section 4. AUTHORIZATION AND DESCRIPTION OF THE NOTE.

The Consolidated Local Improvement District No. 223 Installment Note (the "Note") shall be issued pursuant to RCW 35.45.150 in the total principal amount not to exceed \$600,141.64 being the total amount on the assessment rolls of the LIDs remaining uncollected after the expiration of the respective 30-day interest-free prepayment periods for assessments on those assessment rolls. The Note shall be dated its date of delivery; shall mature on November 1, 2026; shall bear interest from its date (or the most recent date to which interest has been paid) at the Spokane Investment Pool ("SIP") Internal Lending Rate (as defined below); shall be in fully registered form; and shall be numbered R-4. For purposes of this

ordinance and the Bond, the "SIP Internal Lending Rate" means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the closing date as follows: (Yield for U.S. Treasury bond of Similar Maturity) + (Spread for Liquidity and Costs of Administration of .75%) = SIP Internal Lending Rate. The Note shall bear interest at the SIP lending rate, computed on the basis of a 360-day year of twelve 30-day months, payable annually beginning November 1, 2015.

Section 5. APPOINTMENT OF NOTE REGISTRAR, REGISTRATION AND TRANSFER OF NOTE.

5.1 The Finance Officer of the City is appointed Note Registrar for the Note. The Note shall be issued to the City of Spokane (the "Registered Owner") as payee for the benefit of the Spokane Investment Pool, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Note Registrar (the "Note Register"). The Note Register shall contain the name and mailing address of the Registered Owner. The Note may not be assigned or transferred by the Registered Owner. When the Note has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Note Registrar, who shall cancel the Note.

5.2 The Note Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Note. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note in accordance with the provisions of the Note and this ordinance, to serve as the City's paying agent for the Note and to carry out all of the Note Registrar's powers and duties under this ordinance. For purposes of this Note, the provisions of this ordinance shall constitute a system of registration for the City's notes and obligations. The Note Registrar shall be responsible for the representations contained in the Note Registrar's Certificate of Authentication on the Note.

Section 6. PAYMENT OF THE NOTE.

Both principal of and interest on the Note shall be payable solely out of the Note Fund, and from the Local Improvement Guaranty Fund of the City, consistent with RCW 35.45 .150 and chapter 35.54 RCW, and shall be payable in lawful money of the United States of America. Interest on the Note, and any prepaid principal thereon, shall be paid by check, draft or electronic or interfund transfer on the interest payment date to the Registered Owner at the address appearing on the Note Register. The final installment of principal and interest on the Note at maturity or prior repayment is payable at the office of the Note Registrar in Spokane, Washington, upon presentation and surrender of the Note.

Section 7. PREPAYMENT PROVISIONS.

The City reserves the right to prepay principal of the Note prior to its stated maturity

on any interest payment date, at par plus accrued interest to the date fixed for prepayment, whenever there shall be sufficient money in the Note Fund to prepay the principal of the Note over and above the amount required for the payment of the interest then due on the Note. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Note so prepaid shall cease to accrue on the date of such prepayment.

Section 8. FAILURE TO REDEEM THE NOTE.

If the Note is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Note at the same rate provided therein from and after its maturity date until the Note, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Note Fund and the Note has been called for payment by giving notice of that call to the Registered Owner.

Section 9. FORM AND EXECUTION OF THE NOTE.

9.1 The Note shall be printed, lithographed or typed on good Note paper in a form consistent with the provisions of this ordinance and state law (including RCW 35.45.150), shall be signed by the Mayor and attested by the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon.

9.2 Only the Note bearing a Certificate of Authentication in the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance:

CERTIFICATE OF AUTHENTICATION

This Note is the fully registered City of Spokane, Washington, Consolidated Local Improvement District No. 223 Installment Note described in the Note Ordinance.

_____ [SPECIMEN] _____

9.3 The authorized Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 10. PURCHASE AND SALE OF THE NOTE.

The City shall purchase the Note from funds available for investment on deposit in the Spokane Investment Pool at a price of par. The proper City officials are authorized and directed to do everything necessary for the prompt delivery of the Note and for the proper application and use of the proceeds of the sale thereof.

Section 11. FIXING INTEREST RATE ON ASSESSMENTS.

The interest rate on the installments and delinquent payments of the LIDs are revised and fixed at the rate of the SIP Internal Lending Rate.

Section 12. RATIFICATION.

All actions heretofore taken by the Council, the Mayor, and the City's officers and employees, with respect to the LIDs, are hereby ratified and approved.

Section 13. VALIDITY.

If any provision of this ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance, of the Bonds or of the levy or collection of the taxes pledged to pay and retire the Bonds.

Section 14. DECLARATION OF EMERGENCY.

The Council hereby designates this ordinance as a public emergency ordinance and finds and declares that it is necessary for the immediate preservation and protection of public health, public safety, and public property and the public peace and immediate support of City government and its existing public institutions due to the need to meet, in a timely fashion, the needs of the residents in the LIDs for a determination of interest rates in those LIDs, and the need of the City to invest funds in the Spokane Investment Pool in an expeditious fashion.

PASSED BY THE CITY COUNCIL ON _____, 2014.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

10/20/2014

<u>Date Rec'd</u>	10/8/2014
<u>Clerk's File #</u>	ORD C35170
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICK ROMERO 625-6361	<u>Project #</u>	
<u>Contact E-Mail</u>	MFEIST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	SALE OF UP TO \$210 MILLION IN WATER AND WASTEWATER SYSTEM REVENUE		

Agenda Wording

An ordinance authorizing the issuance and sale of Water and Wastewater System revenue bonds in an amount not to exceed \$210 million for environmentally beneficial projects that improve the health of the Spokane River and protect the aquifer.

Summary (Background)

These "green" bonds will finance capital improvements to improve the health of the Spokane River, protect the region's drinking water aquifer, and provide for other improvements to the Water and Wastewater System, and to pay the costs of issuance. Projects are detailed in the Integrated Clean Water Plan and in Water and Wastewater 6-year capital plans. The projects will allow the City to meet regulatory and permit requirements. Bonds will be repaid through Water and Wastewater rates.

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	ROMERO, RICK
<u>Division Director</u>	ROMERO, RICK
<u>Finance</u>	DOLAN, PAM
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	Finance Committee

Additional Approvals

<u>Purchasing</u>		pdolan@spokanecity.org
		mfeist@spokanecity.org
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		alan@adashen.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

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

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greeM@foster.com	
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Scott.McJannet@klgates.com	
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CITY OF SPOKANE
WATER AND WASTEWATER SYSTEM REVENUE BONDS, 2014

ORDINANCE NO. C35170

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND WASTEWATER SYSTEM REVENUE BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$210,000,000 FOR THE PURPOSES OF IMPROVING THE HEALTH OF THE SPOKANE RIVER AND PROTECTING THE REGION'S AQUIFER BY ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN ADDITIONS AND BETTERMENTS TO THE CITY'S WATER AND WASTEWATER SYSTEM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE OF THE BONDS, APPROVE THE NUMBER OF SERIES, TAX STATUS OF EACH SERIES, AND OTHER TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AND DECLARING AN EMERGENCY.

Passed: October 20, 2014

Prepared by:

K&L GATES LLP
Spokane, Washington

CITY OF SPOKANE
ORDINANCE NO. C-35170
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* This table of contents and the cover page are for convenience of reference and are not intended to be a part of this ordinance.

ORDINANCE NO. C-35170

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND WASTEWATER SYSTEM REVENUE BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$210,000,000 FOR THE PURPOSES OF IMPROVING THE HEALTH OF THE SPOKANE RIVER AND PROTECTING THE REGION'S AQUIFER BY ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN ADDITIONS AND BETTERMENTS TO THE CITY'S WATER AND WASTEWATER SYSTEM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE MANNER OF SALE OF THE BONDS, APPROVE THE NUMBER OF SERIES, TAX STATUS OF EACH SERIES, AND OTHER TERMS OF THE BONDS UNDER THE CONDITIONS SET FORTH HEREIN; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Spokane, Washington (the "City") now owns and operates a combined system of water supply and distribution and wastewater treatment and disposal (the "System") which is in need of additions, improvements and betterments; and

WHEREAS, the planned additions, improvements and betterments to the System will improve the health of the Spokane River and other surface water bodies by reducing flows of stormwater and wastewater into these water bodies and improve the quality of the effluent discharged from the City's wastewater treatment plant; and

WHEREAS, the Spokane River is one of the regional bodies of water that recharges the Spokane-Rathdrum Prairie aquifer (the "Aquifer") and also receives discharges from the System; and

WHEREAS, the Aquifer provides the sole source of drinking water for the City and more than a half million people in the Spokane region; and

WHEREAS, the planned additions, improvements and betterments to the System will protect the Aquifer by protecting wellhead influence zones, ensuring the integrity of

underground wastewater infrastructure, and employing green infrastructure techniques to treat stormwater runoff; and

WHEREAS, the City is authorized to issue revenue bonds for the purpose of paying the cost of additions, improvements and betterments to the System; and

WHEREAS, to provide funds to pay part of the costs of such improvements, it is deemed necessary and advisable that the City now issue and sell its water and wastewater system revenue bonds (the “Bonds”); and

WHEREAS, the City has no outstanding water and wastewater revenue obligations payable from revenues of the System; and

WHEREAS, the City Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the number of series, the series designation, the final principal amounts of the bonds, date of the bonds, tax status of each series, denominations, interest rates, payment dates, redemption provisions, and maturity dates of the Bonds to be determined under such terms and conditions as are approved by this ordinance;

WHEREAS, the Bonds authorized herein shall be sold pursuant to a competitive or negotiated sale as herein provided;

NOW, THEREFORE, THE CITY OF SPOKANE, WASHINGTON DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance the following definitions shall apply unless a different meaning clearly appears from the context:

Accreted Value means (1) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the

interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (2) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the amount of discounted principal that has accreted since the date of issue. In any case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of Balloon Maturity Bonds.

Annual Debt Service means, the sum of (1) the interest accruing on all Parity Bonds during any calendar year, assuming that all Parity Bonds are retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Bonds then outstanding, minus (3) any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation. ***Annual Debt Service*** shall be net of any principal and/or interest funded out of Bond proceeds. Annual Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Annual Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by Competitive Sale.

Balloon Maturity Bonds means any evidences of indebtedness of the City payable from Revenue of the System which are so designated in the ordinance or resolution pursuant to which such indebtedness is incurred.

Base Period means any consecutive 12-month period selected by the City out of the 36-month period next preceding the date of issuance of an additional series of Future Parity Bonds.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds of a series (including persons holding such Bonds through nominees, depositories or other intermediaries).

Bond Purchase Contract means, if the Bonds of a series shall be sold by Negotiated Sale, the purchase contract relating to such Bonds between the City and the Underwriter providing for the purchase of such Bonds by the Underwriter and setting forth certain terms approved by the Designated Representative as provided in Section 15 of this ordinance.

Bonds mean the City of Spokane, Washington, Water and Wastewater System Revenue Bonds, 2014 with, if applicable, an appropriate series designation, as authorized herein.

Bond Register means the books or records maintained by the Registrar containing the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds of a series held by each owner or nominee.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds of a series or the date that is five years after the date of issuance of such Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of such Bonds.

Capital Appreciation Bonds means any Future Parity Bonds all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing

their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

Code means the federal Internal Revenue Code of 1986, as amended, and applicable regulations.

Commission means the United States Securities and Exchange Commission.

Competitive Sale means the process by which the Bonds (or a portion of them) are sold through the public solicitation of bids from underwriting firms.

Consultant means at any time an independent municipal financial consultant or advisor appointed by the City to perform the duties of the Consultant as required by this ordinance. For the purposes of delivering any certificate required by Section 9 hereof and making the calculation required by Section 9 hereof, the term Consultant shall also include any independent public accounting firm or engineer appointed by the City to make such calculation or to provide such certificate.

Continuing Disclosure Agreement means an agreement entered into by the Chief Financial Officer pursuant to Section 17 of this ordinance in order to permit the purchaser of the Bonds of a series to comply with the Rule.

Costs of Maintenance and Operation means all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes, or payments to the City in lieu of taxes.

Council means the general legislative body of the City as the same shall be duly and regularly constituted from time to time.

Coverage Stabilization Account means the account of that name maintained pursuant to Section 6(c) of this ordinance.

Covered Bonds means the Bonds of a series and those Future Parity Bonds designated in the ordinance authorizing their issuance as Covered Bonds secured by the Reserve Account.

Credit Event means when (a) a Qualified Letter of Credit terminates, (b) the issuer of Qualified Insurance or a Qualified Letter of Credit shall become insolvent or no longer be in existence, or (c) a Qualified Letter of Credit or Qualified Insurance no longer meets the requirements established therefor in the definition thereof.

Credit Facility means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee or other financial instrument or any combination of the foregoing, which obligates a third party to make payment or provide funds for the payment of financial obligations of the City. There may be one or more Credit Facilities outstanding at any time.

Debt Service means, for any period of time,
(a) with respect to any outstanding Original Issue Discount Bonds or Capital Appreciation Bonds which are not designated as Balloon Maturity Bonds in the ordinance authorizing their issuance, the principal amount thereof shall be equal to the Accreted Value

thereof maturing or scheduled for redemption in such period, and the interest payable during such period;

(b) with respect to any outstanding Fixed Rate Bonds, an amount equal to (1) the principal amount of such Fixed Rate Bonds due or subject to mandatory redemption during such period and for which no sinking fund installments have been established, (2) the amount of any payments required to be made during such period into any sinking fund established for the payment of any such Fixed Rate Bonds, plus (3) all interest payable during such period on any such outstanding Fixed Rate Bonds and with respect to Fixed Rate Bonds with mandatory sinking fund requirements, calculated on the assumption that mandatory sinking fund installments will be applied to the redemption or retirement of such Fixed Rate Bonds on the date specified in the ordinance authorizing such Fixed Rate Bonds; and

(c) with respect to all other series of Parity Bonds, other than Fixed Rate Bonds, Original Issue Discount Bonds or Capital Appreciation Bonds, specifically including but not limited to Balloon Maturity Bonds and Parity Bonds bearing variable rates of interest, an amount for any period equal to the amount which would have been payable for principal and interest on such Parity Bonds during such period computed on the assumption that the amount of Parity Bonds as of the date of such computation would be amortized (i) in accordance with the mandatory redemption provisions, if any, set forth in the ordinance authorizing the issuance of such Parity Bonds, or if mandatory redemption provisions are not provided, during a period commencing on the date of computation and ending on a date 30 years or less after the date of issuance (ii) at an interest rate for the Base Period determined as follows: (A) if the Variable Rate Bonds have been Outstanding for at least twelve (12) months, assume that the Parity Bonds bear interest at the higher of the actual rate borne by the Parity Bonds on the date of calculation

or the average rate borne by the Parity Bonds over the twelve (12) months immediately preceding the date of calculation, and (B) if the Parity Bonds have been Outstanding for less than twelve (12) months or are not yet Outstanding, assume that the Parity Bonds bear interest at the higher of the actual rate borne by the Parity Bonds on the date of calculation or (X) if interest on the Parity Bonds is excludable from gross income under the applicable provisions of the Code, the average rate set forth on the Securities Industry and Financial Markets Association Municipal Swap Index over the twelve (12) months immediately preceding the date of calculation, or (Y) if interest is not so excludable, the average rate on Federal Securities with maturities comparable to the rate reset period (iii) to provide for essentially level annual debt service of principal and interest over such period.

Debt Service shall be net of any principal and/or interest funded out of Bond proceeds. Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

Designated Representative means the Chief Financial Officer or the Director of the Utilities Division.

Director of the Utilities Division means the duly qualified, appointed and acting Director of the Utilities Division or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds of a series pursuant to Section 4 hereof.

Federal Securities means direct obligations of (including obligations issued or held in book-entry form on the books of), or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

Fitch means Fitch, Inc., organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **Fitch** shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the Designated Representative.

Fixed Rate Bonds means those Parity Bonds other than Capital Appreciation Bonds, Original Issue Discount Bonds or Balloon Maturity Bonds issued under an ordinance in which the rate of interest on such Parity Bonds is fixed and determinable through their final maturity or for a specified period of time. If so provided in the proceedings authorizing their issuance, Parity Bonds may be deemed to be Fixed Rate Bonds for only a portion of their term.

Future Parity Bonds means any Parity Bonds which the City may hereafter issue.

Government Loans means the PWTF Loans, State Revolving Fund Loans, and other subordinate lien revenue loans currently outstanding or received by the City in the future from the state of Washington or the United States of America.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW.

Letter of Representations means the blanket issuer letter of representations from the City to DTC.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service in any fiscal year on all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by Revenue of the System, as the context requires.

Moody's means Moody's Investors Service, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **Moody's** shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the Designated Representative.

MSRB means the Municipal Securities Rulemaking Board.

Negotiated Sale means the process by which the Bonds (or a portion of them) are sold by negotiation to one or more underwriting firms selected by the Designated Representative.

Net Proceeds, when used with reference to the Bonds of a series, means the principal amount of such Bonds, plus accrued interest and original issue premium, if any, and less original issue discount and proceeds, if any, deposited in the Reserve Account.

Net Revenue means Revenue of the System less Costs of Maintenance and Operation.

Notice of Sale means, if the Bonds shall be sold by Competitive Sale, the notice of bond sale authorized to be given in Section 15 of this ordinance.

Original Issue Discount Bonds means Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

Parity Bonds means the Bonds and any water and wastewater system revenue bonds, warrants or other obligations that the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System of the Bonds.

Parity Requirement means Net Revenues equal to or greater than 125% of Annual Debt Service for all Parity Bonds computed by deducting from Annual Debt Service the Annual Debt Service for each series or issue of Parity Bonds that is covered by ULID Assessments.

In determining the amount of Annual Debt Service covered by ULID Assessments, Annual Debt Service for each future year is reduced by the dollar amount of ULID Assessments projected to be received during such future year, and the remaining outstanding ULID Assessments are assumed to be paid in the remaining number of annual installments with no prepayments. For purposes of determining whether the Parity Requirement has been met, transfers from the Coverage Stabilization Account shall not be taken into account.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the

rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

Projects means the plan of improvements to the System as provided in Section 2 of this ordinance.

PWTF Loans mean the loans from the State of Washington Department of Commerce under the Public Works Trust Fund loan program pursuant to any loan agreements existing as of the effective date of this ordinance or hereafter entered into by the City under the Public Works Trust Fund loan program.

Qualified Insurance means any non-cancelable municipal bond insurance policy or surety bond issued by any Qualified Insurer.

Qualified Insurer means an insurance company licensed to conduct business in any state of the United States or a service corporation acting on behalf of one or more such insurance companies, which insurance company or service corporation is rated one of the two highest Rating Categories by a Rating Agency at the time of issuance.

Qualified Letter of Credit means any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of registered owners of Parity Bonds, which institution maintains an office, agency or branch in the United States is rated in one of the two highest Rating Categories by any Rating Agency.

Rate Covenant means Net Revenue in each fiscal year at least equal to 125% of the amounts required in such fiscal year to be paid as scheduled debt service (principal and interest)

on all Parity Bonds, subtracting from scheduled debt service the amount of ULID Assessments collected in such year. Furthermore, in determining compliance with the Rate Covenant, Net Revenues are subject to adjustment to reflect the following: Revenue of the System and Costs of Maintenance and Operation may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized gains or losses in investments) to more fairly reflect the System's annual operating performance. Scheduled debt service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the proceedings authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds. For purposes of determining compliance with the Rate Covenant, amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year.

Rating Agency means Moody's, S&P or Fitch.

Rating Category means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

Registered Owner means the person in whose name the Bond is registered on the Bond Register. For so long as the Bonds of a series are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

Registrar means the fiscal agency of the State of Washington or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bonds of a series, maintaining the Bond Register, effecting transfer of ownership of such Bonds, and paying the principal of, premium, if any, and interest on such Bonds.

Reserve Account means the common Reserve Account previously created within the Revenue Bond Fund and maintained pursuant to Section 7(b) of this ordinance.

Reserve Requirement means the dollar amount to be calculated with respect to all Covered Bonds and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement shall be equal to the lesser of:

- (1) Maximum Annual Debt Service for Covered Bonds,
- (2) 10% of the initial principal amount of Covered Bonds of each series, and
- (3) 125% of average annual debt service for Covered Bonds;

provided, however, that 10% of the initial principal amount of Covered Bonds of each series may be contributed to the Reserve Account from any series of Covered Bonds.

(b) With respect to other series of Parity Bonds, the Reserve Requirement shall be equal to the amount specified in the ordinance authorizing the issuance of that series of Parity Bonds.

The Reserve Requirement shall be adjusted accordingly and remain in effect until the earlier of (i) at the City's option, a payment of principal of Parity Bonds or (ii) the issuance of a subsequent series of Future Parity Bonds (when the Reserve Requirement shall be re-calculated).

Revenue Bond Fund means the "Water Revenue Bond Fund" previously created in the

office of the Treasurer by Section 1 of Ordinance No. C34024 and renamed herein as the “Water-Wastewater Revenue Bond Fund” for the sole purpose of paying and securing the payment of the principal of, premium, if any, and interest on Parity Bonds.

Revenue Fund means the Water and Wastewater Revenue Fund of the City created by Section 1 of Ordinance No. C-34981, and known as the Water-Wastewater Fund and shall include cash accounts therein.

Revenue of the System means all of the earnings and revenues received by the City from the ownership and operation of the System and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System; including to the extent of internally approved policies of the City, investment earnings and income from investments of money in the Revenue Fund and the Revenue Bond Fund or from any other investment of Revenues; but excluding government grants, any federal subsidy legally available to pay the principal of or interest on Parity Bonds, proceeds from the sale of System property, City taxes collected by or through the System, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund System obligations (until commingled with other earnings and revenues of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code. **Revenue of the System** shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as **Costs of Maintenance and Operation**; *provided, however,* that Revenue of the System shall not include ULID Assessments.

Rule means the Commission’s Rule 15c2-12 under the Securities Exchange Act of 1934.

S&P means Standard & Poor’s, a Division of The McGraw Hill Companies, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no

longer perform the functions of a securities rating agency, **S&P** shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the Designated Representative.

Six Year Capital Facilities Plan means the City-Wide Six Year Capital Improvement Program coordinating the planning, financing and construction of the City's capital facilities adopted pursuant to Spokane Municipal Code chapter 07.17.

State Revolving Fund Loans mean the loans outstanding as of the date of this ordinance or hereafter entered into by the City under the State of Washington Department of Ecology Clean Water State Revolving Fund Loan Program pursuant to chapter 70.145 RCW as part of the state's participation in the federal Clean Water State Revolving Fund established by the Clean Water Act amendments of 1987.

System means the combined utility of the City's existing water supply and distribution system and the sanitary sewage transmission, treatment and disposal system, inclusive of stormwater, of the City, as they now exist and as they may be added to, improved and extended, for as long as any Parity Bonds are outstanding.

2014 Construction Account means the account named "2014 Water-Wastewater System Improvements Account" for the Projects created within the City's Water and Wastewater Fund.

Tax-Exempt Bonds means the Bonds of a series issued on a federally tax-exempt basis.

ULID means a utility local improvement district of the City.

ULID Assessments means the assessments levied in all ULIDs, the assessments in which are payable into the Revenue Bond Fund, and shall include installments thereof and interest and any penalties thereon.

Underwriter means, the underwriter(s) of the Bonds of a series if such Bonds are sold by Negotiated Sale or the successful bidder(s) submitting the Approved Bid if the Bonds of a series are sold by Competitive Sale.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. **Authorization of Projects.** The Bonds are being issued to pay the costs of acquiring, constructing and installing certain additions and betterments to and extensions of the

City's System, including improvements identified in its Integrated Clean Water Plan, its Wastewater Six-Year Capital Plan, or its Water System Plan (together, the "Plans") addressing the needs of the City's System for managing wastewater and stormwater (the "Projects"). The Projects that may be paid in part or in full by Bond proceeds that are identified in the Plans include, but are not limited to:

- Construction of a tertiary wastewater treatment filtration system at the City's wastewater treatment plant;
- Construction of a solids digester at the City's wastewater treatment plant;
- Construction of a primary clarifier to add capacity at the City's wastewater treatment plant;
- Addition of underground concrete holding tanks to control overflows during large storms and meet current regulations;
- Green infrastructure projects in sewer basins to manage overflows to the Spokane River;
- Stormwater management from the Cochran Basin on Spokane's North Side; and
- Replacement, addition or improvement of pipes, transmission mains, catch basins, source well stations, well pumps, pumps at booster stations, and other basic infrastructure within the City's collection and treatment systems.

The City shall provide all equipment, connections and appurtenances together with all work as may be incidental and necessary to complete the Projects. The Project facilities shall be integrated into the System as required to provide a fully operational facility.

The City may make such changes in or additions to the Projects or in the construction or design of other facilities of the System as may be found necessary or desirable. Implementation or completion of any specified improvement shall not be required if the Council determines that, due to substantially changed circumstances, it has become advisable or impractical. If the Projects have either been completed, or its completion duly provided for, or their completion found to be impractical, the City may apply the Bond proceeds or any portion thereof to other

improvements to the System, as the Council in its discretion shall determine or as approved in the Six Year Capital Facilities Plans. In the event that the proceeds of sale of the Bonds, plus any other moneys of the City legally available, are insufficient to accomplish all of the Projects provided by this section, the City shall use the available funds for paying the cost of those improvements for which such Bonds were approved, deemed by the Council most necessary and to the best interest of the City.

The City shall acquire by purchase, lease or condemnation, all property, both real and personal, or any interest therein, or rights-of-way and easements that may be found necessary to acquire, construct and install the Projects.

Section 3. Authorization of Bonds and Bond Details.

(a) *Bonds.* For the purpose of paying costs of the Projects, funding the Reserve Requirement and paying the costs of issuance related thereto, the City shall issue in one or more series its water and wastewater system revenue bonds (the “Bonds”).

(b) *Bond Details.* The Bonds shall be designated as the City of Spokane, Washington, Water and Wastewater System Revenue Bonds, 2014, with an appropriate series designation, if applicable, shall be dated as of their date of delivery; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification; and shall bear interest from their date payable commencing no later than one year following the date of issuance and shall mature on the dates and in the principal amounts as approved by the Designated Representative pursuant to Section 15. The Bonds of a series of any of the maturities may be combined and issued as term bonds, subject to

mandatory redemption as provided in the Bond Purchase Contract or the Notice of Sale for such Bonds and the Approved Bid.

The Bonds shall be obligations only of the Revenue Bond Fund and shall be payable and secured as provided herein. The Bonds shall not be general obligations of the City.

Section 4. Registration, Exchange and Payments.

(a) *Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Registrar. So long as any Bonds of a series remain outstanding, the Registrar shall make all necessary provisions to permit the exchange or registration or transfer of such Bonds at its principal corporate trust office. The Registrar may be removed at any time at the option of the Designated Representative upon prior notice to the Registrar and a successor Registrar appointed by the Designated Representative. No resignation or removal of the Registrar shall be effective until a successor shall have been appointed and until the successor Registrar shall have accepted the duties of the Registrar hereunder. The Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Registrar's powers and duties under this ordinance. The Registrar shall be responsible for its representations contained in the Certificate of Authentication of such Bonds.

(b) *Registered Ownership.* The City and the Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 17 of this ordinance), and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as

described in Section 4(h) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 4(h) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until it is paid.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of “Cede & Co.”, as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Designated Representative pursuant to subsection (2) below or such substitute depository’s successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Registrar shall, upon receipt of all outstanding Bonds, together with a written request of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained,

or (B) the Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds of a series that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The Designated Representative shall deliver a written request to the Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Registrar of all then outstanding Bonds of a series together with a written request of the Designated Representative to the Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.*

The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Registrar shall

not be obligated to register the transfer or to exchange any Bond during the 15 days preceding any interest payment or principal payment date any such Bond is to be redeemed.

(f) *Registrar's Ownership of Bonds.* The Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds of a series are no longer in fully immobilized form, interest on such Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Registrar at least 15 days prior to the applicable payment date), such payment shall be made by the Registrar by wire transfer to the account within the continental United States designated by the Registered Owner. Principal of the Bonds

shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Registrar.

Section 5. Redemption; Purchase of Bonds.

(a) *Optional or Extraordinary Redemption.* The Bonds of a series shall be subject to optional and/or extraordinary redemption on the dates, at the prices and under the terms set forth in the Bond Purchase Contract or the Notice of Sale approved by the Designated Representative pursuant to Section 15 of this ordinance.

(b) *Mandatory Redemption.* The Bonds of a series shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract or the Approved Bid and as approved by the Designated Representative pursuant to Section 15 of this ordinance.

(c) *Purchase of Bonds for Retirement.* The City further reserves the right to use at any time any surplus Revenue of the System available after providing for the payments required by paragraphs First, through Sixth of Section 6(b) of this ordinance, or other available funds, to purchase any of the Bonds that are offered to the City at any price deemed appropriate by the City. Any purchase of Bonds may be made with or without tender of Bonds and at either public or private sale.

(d) *Effect of Purchase.* To the extent that the City shall have purchased any term bonds or Balloon Maturity Bonds since the last scheduled mandatory redemption of such term bonds, the City may reduce the principal amount of the term bonds or Balloon Maturity Bonds to be redeemed in like principal amount. Such reduction may be applied in the year specified by the Designated Representative.

(e) *Selection of Bonds for Redemption.* If Bonds of a series are called for optional redemption, the maturities of Bonds to be redeemed shall be selected by the Designated

Representative. If any Bonds to be redeemed (optional or mandatory) then are held in book-entry-only form, the selection of Bonds to be redeemed within a maturity shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds to be redeemed are no longer held in book-entry-only form, the selection of such Bonds to be redeemed shall be made in the following manner. If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds and maturity to be redeemed shall be selected by lot utilizing a random selection process (reasonably determined by the Registrar) in increments of \$5,000. In the case of a Bond of maturity in a denomination greater than \$5,000, the City and Registrar shall treat each Bond of that maturity as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond of that maturity by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the principal office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then-unredeemed balance of the principal sum thereof a Bond or, at the option of the Registered Owner, Bonds of like maturity and interest rate in any of the denominations herein authorized.

(f) *Notice of Redemption.* Written notice of any redemption of Bonds prior to maturity, which notice may be conditional, shall be given by the Registrar on behalf of the City by first class mail, postage prepaid, not less than 20 days nor more than 60 days before the date fixed for redemption to the Registered Owners of Bonds that are to be redeemed at their last addresses shown on the Bond Register. This requirement shall be deemed complied with when notice is mailed to the Registered Owners at their last addresses shown on the Bond Register, whether or not such notice is actually received by the Registered Owners.

So long as the Bonds are in book-entry only form, notice of redemption shall be given to Beneficial Owners of Bonds to be redeemed in accordance with the operational arrangements then in effect at DTC, and neither the City nor the Registrar shall be obligated or responsible to confirm that any notice of redemption is, in fact, provided to Beneficial Owners.

Each notice of redemption prepared and given by the Registrar to Registered Owners of Bonds shall contain the following information: (1) the proposed redemption date, (2) the redemption price, (3) if fewer than all outstanding Bonds of a series are to be redeemed, the identification by maturity (and, in the case of partial redemption, the principal amounts) of the Bonds to be redeemed, (4) that on the date fixed for redemption the redemption price will become due and payable upon each Bond or portion called for redemption, and that interest shall cease to accrue from the date fixed for redemption (unless the notice of redemption is a conditional notice, in which case the notice shall state that interest shall cease to accrue from the date fixed for redemption if and to the extent that funds have been provided to the Registrar for the redemption of Bonds), (5) that the Bonds are to be surrendered for payment at the principal office of the Registrar, (6) the CUSIP numbers of all Bonds being redeemed, (7) the dated date of the Bonds being redeemed, (8) the rate of interest for each Bond being redeemed, (9) the date of the notice, and (10) any other information deemed necessary by the Registrar to identify the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(g) *Effect of Redemption.* Unless the City has revoked a notice of redemption (or unless the City provided a conditional notice and the conditions for redemption set forth therein

are not satisfied), the City shall transfer to the Registrar amounts that, in addition to other money, if any, held by the Registrar for such purpose, will be sufficient to redeem, on the date fixed for redemption, all the Bonds to be redeemed. If, and to the extent that, funds have been provided to the Registrar for the redemption of Bonds then such Bonds shall become due and payable on the date fixed for redemption and interest on such Bond shall cease to accrue from and after such date.

(h) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Revenue Fund; Priority of Payments from Revenue Fund; Coverage Stabilization Account.

(a) *Revenue Fund.* A special fund of the City known as the “Water-Wastewater Fund” (including subaccounts therein, the “Revenue Fund”) has heretofore been established into which shall be deposited the Revenue of the System as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City.

(b) *Priority of Payments from the Revenue Fund.* The Revenue of the System deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation;

Second, to make all payments required to be made into the Revenue Bond Fund to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the

Credit Facility secures the payment of interest on Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to make all payments required to be made into the Revenue Bond Fund to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of principal of Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any sinking fund account hereafter created to provide for the payment of the principal of term bonds or Balloon Maturity Bonds;

Fifth, to make all payments required to be made into the Reserve Account for Covered Bonds and to any reserve account created in the future for the payment of debt service on Future Parity Bonds;

Sixth, to make all payments required to be made into any revenue debt redemption fund, debt service account, reserve account or sinking fund account created to pay and secure the payment of the principal of and interest on Government Loans and any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase on the open market any outstanding water and wastewater system revenue bonds or revenue warrants of the City, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds,

to meet the required payments to be made into the Revenue Bond Fund. Money in the Revenue Fund may be invested by the City in any investment that is a legal investment for the City.

(c) *Coverage Stabilization Account.* A Coverage Stabilization Account shall be established within the Revenue Fund at the option of the Designated Representative. The City hereby determines that the maintenance of a Coverage Stabilization Account will moderate fluctuations in Net Revenues and help to alleviate the need for short-term rate adjustments. Money in the Coverage Stabilization Account will be transferred as determined from time to time by the City. The City may make payments into the Coverage Stabilization Account from the Revenue Fund at any time. Money in the Coverage Stabilization Account may be withdrawn at any time and used for the purpose for which the Revenue of the System may be used. Amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited for purposes of measuring compliance with the Rate Covenant. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Coverage Stabilization Account shall be credited to the Revenue Fund.

Section 7. Payments into Revenue Bond Fund. A special account of the City known as the “Water and Wastewater Fund – Bond Redemption Subaccount” (the “Revenue Bond Fund”) has been created for the sole purpose of paying and securing the payment of Parity Bonds.

(a) *Payments into Revenue Bond Fund.* As long as the Bonds remain outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund

into the Revenue Bond Fund on or before the date due those amounts necessary, together with ULID Assessments deposited and such other money as is on hand and available therefor in the Revenue Bond Fund, to pay the interest or principal and interest next coming due on the Bonds.

As long as the Parity Bonds remain outstanding, the City hereby irrevocably covenants and agrees to pay the ULID Assessments into the Revenue Bond Fund.

Notwithstanding anything in Section 7(d) hereof to the contrary, money in the Revenue Bond Fund may be used to pay any arbitrage rebate, if any, to the extent the rebate is attributable to earnings on money in the Revenue Bond Fund.

(b) *Payments into Reserve Account.* The City hereby agrees that a special account to be known as the “Water-Wastewater Bond Fund Reserve Account” (the “Reserve Account”) shall be maintained for the purpose of securing the payment of the principal of and interest on all Covered Bonds. The Bonds shall be Covered Bonds, secured by the Reserve Account. The City hereby covenants that the Reserve Requirement for the Bonds will be fully funded as of the date of issuance of the Bonds.

The City covenants and agrees that when the required deposits have been made into the Reserve Account, it will at all times maintain therein an amount at least equal to the Reserve Requirement except for withdrawals therefrom authorized hereinafter, at all times for so long as any Covered Bonds remain outstanding. Whenever there is a sufficient amount in the Revenue Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on the outstanding Parity Bonds, as long as the

money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Covered Bonds then outstanding.

In the event there shall be a deficiency in the Revenue Bond Fund to meet maturing installments of either interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Cash and investments shall be drawn upon prior to any drawing upon a surety bond. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or ULID Assessments within one year after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 6(b) of this ordinance.

If a Credit Event occurs, the Reserve Requirement shall be satisfied (A) within one year after the occurrence of such Credit Event with other Qualified Insurance or another Qualified Letter of Credit, or (B) within three years (in three approximately equal annual installments) after the occurrence of such Credit Event, out of Revenue of the System or ULID Assessments after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 6(b) of this ordinance.

In the event the City issues any Future Parity Bonds that are Covered Bonds, it will provide in the ordinance authorizing the issuance of the same for payment into the Reserve Account out of proceeds of such Future Parity Bonds, Revenue of the System, or ULID Assessments (or, at the option of the City, out of any other funds on hand and legally available therefor) approximately equal additional annual installments so that by three years from the date of issuance of such Future Parity Bonds there will have been paid into the Reserve Account an amount that, together with the money already on deposit therein, will be at least equal to the

Reserve Requirement. Such annual payments into the Reserve Account shall be made not later than December 20 of each year.

Notwithstanding anything in this Section 7 to the contrary, the City may fund the Reserve Requirement, in whole or in part, through a surety bond issued by a Qualified Insurer. The amount payable by the Qualified Insurer under such surety bond shall be credited against the amounts otherwise required to be accumulated and maintained in the Reserve Account.

The Reserve Requirement may be maintained by deposits of cash. As used herein, the term “cash” shall include U.S. currency, cash equivalents and evidences thereof, including demand deposits, certified or cashier’s check; and the deposit to the Reserve Account may be satisfied initially by the transfer of qualified investments to such account.

(c) *Priority of Lien of Payments into Revenue Bond Fund.* The amounts so pledged to be paid into the Revenue Bond Fund from the Revenue Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation and equal to the lien of the charges upon such Revenue of the System and ULID Assessments that may hereafter be made upon the Revenue of the System and ULID Assessments to pay and secure the payment of the principal of and interest on any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

(d) *Application and Investment of Money in Revenue Bond Fund.* Money in the Revenue Bond Fund and the Reserve Account shall be invested in any legal investment for City funds. Investments in the Revenue Bond Fund shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in any Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby.

(e) *Sufficiency of Revenues.* The Council hereby finds and declares that in fixing the amounts to be paid into the Revenue Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such Fund a greater amount of such Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 8. Bond Covenants.

(a) *Maintenance and Operation.* The City shall at all times maintain, preserve and keep the properties of the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted, and the City will at all times operate or cause to be operated said properties of the System and the business in connection therewith in an efficient manner and at a reasonable cost.

(b) *Rate Covenant.* The City will establish, maintain and collect such rates and charges, which shall be fair and nondiscriminatory, for service of its System as will maintain the Rate Covenant for so long as any Parity Bonds are outstanding.

(c) *Maintain Revenue Fund Balance.* After making or providing for the payments from the Revenue Fund as required by Section 6(b) hereof, there shall be maintained in the Revenue Fund sufficient money to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis.

(d) *Sale or Disposition of the System.* The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Revenue Bond Fund of cash or Government Obligations sufficient

together with interest to be earned thereon to pay the principal of and interest on the then-outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Revenue Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Revenue Bond Fund and accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Revenue Bond Fund.

Notwithstanding any other provision of this subsection (d), the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate,

obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Revenue Bond Fund.

(e) *Liens or Encumbrances.* The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.

(f) *Insurance.* The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect the City and the holders of Parity Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into any Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall, at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Revenue Bond Fund.

(g) *Books and Accounts.* The City shall keep proper books of account in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner or holder of Parity Bonds may, upon written request, obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Revenue Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

(h) *Additions and Improvements.* The City will not expend any of the revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from the Revenue of the System for any extensions, betterments or improvements to the System that are not legally required or economically sound, and that will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

(i) *Collection and Application of ULID Assessments.* As long as the Parity Bonds remain outstanding, all ULID Assessments shall be paid into the Revenue Bond Fund and shall be used to pay and secure the payment of the principal of and interest on the Parity Bonds. Nothing in this ordinance or this section shall be construed to prohibit the City from issuing water, wastewater or water and wastewater system revenue bonds junior in lien to the Bonds and pledging as security for their payment assessments levied in any ULID which may have been specifically created to pay part of the cost of improvements to the System for which those junior lien bonds were specifically issued.

(j) *Collection of Delinquent ULID Assessments.* The City will, on or before April 1 of each calendar year, determine all ULID Assessments or installments thereof that are

delinquent and will take all necessary action to enforce payment of such ULID Assessments, including real property foreclosure actions pursuant to applicable law, or its successor statute, if any, against the property owners whose ULID Assessments are delinquent.

(k) *No Free Service.* Unless permitted by law or City policy, the City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as any Bonds are outstanding and unpaid.

Section 9. Issuance of Future Parity Bonds.

(a) *Conditions upon the Issuance of Future Parity Bonds.* The City hereby reserves the right to issue Future Parity Bonds, which shall constitute a charge and lien upon the Revenue of the System equal to the lien thereon of the Bonds. Except as provided in subsection (c) below, the City shall not issue any series of Future Parity Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (*i.e.*, on a parity of lien with Parity Bonds at the time outstanding) unless:

(1) the City shall not have been in default of its Rate Covenant for the immediately preceding fiscal year, without regard to transfers from the Coverage Stabilization Account;

(2) the ordinance authorizing the issuance of such Future Parity Bonds shall include the covenants provided in Section 8(b) hereof; and

(3) there shall have been filed a certificate (prepared as described in subsection (c) or (d) below) demonstrating fulfillment of the Parity Requirement, commencing with the first full fiscal year following the date on which any portion of interest on the series of

Future Parity Bonds then being issued no longer will be paid from the proceeds of such series of Future Parity Bonds.

(b) *No Certificate Required.* The certificate described in the foregoing subsection (a)(3) shall not be required as a condition to the issuance of Future Parity Bonds:

(1) if the Future Parity Bonds being issued are for the purpose of refunding outstanding Parity Bonds; or

(2) if the Future Parity Bonds are being issued to pay costs of construction of facilities of the System for which Future Parity Bonds have been issued previously and the principal amount of such Future Parity Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Future Parity Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the Designated Representative, and there is delivered a Designated Representative's certificate stating that the nature and purpose of such facilities has not materially changed.

(c) *Certificate of the City Without A Consultant.* If required pursuant to the foregoing subsection (a)(3), a certificate may be delivered by the City (executed by the Designated Representative) without a Consultant if Net Revenues for the Base Period (confirmed by an audit) conclusively demonstrate that the Parity Requirement will be fulfilled commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued will not be paid from the proceeds of such series of Future Parity Bonds.

(d) *Certificate of a Consultant.* Unless compliance with the requirements of subsection (a)(3) have been otherwise satisfied (as provided in (b) or (c) above), compliance with the Parity Requirement shall be demonstrated conclusively by a certificate of a Consultant.

In making the computations of Net Revenues for the purpose of certifying compliance with the Parity Requirement, the Consultant shall use as a basis the Net Revenues (which may be based upon unaudited financial statements of the City if the audit has not yet been completed) for the Base Period. Such Net Revenues shall be determined by adding the following:

(1) The historical net revenue of the City for the Base Period being issued as determined by a Consultant.

(2) The net revenue derived from those customers of the City that have become customers during such 12-month period or thereafter and prior to the date of such certificate, adjusted to reflect a full year's net revenue from each such customer to the extent such net revenue was not included in (1) above.

(3) The estimated annual net revenue to be derived from any person, firm, association, private or municipal corporation under any executed contract for service, which net revenue was not included in any of the sources of net revenue described in this subsection (d).

(4) The estimated annual net revenue to be derived from the operation of any additions or improvements to or extensions of the City under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which net revenue is not otherwise included in any of the sources of net revenue described in this subsection (d).

(5) The estimated annual net revenue to be derived from the operation of any additions and improvements to or extensions of the City being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

In the event the City will not derive any revenue as a result of the construction of the additions, improvements or extensions being made or to be made to the System within the provisions of subparagraphs (4) and (5) immediately above, the estimated normal Costs of Maintenance and Operation (excluding any transfer of money to other funds of the City and license fees, taxes and payments in lieu of taxes payable to the City) of such additions, improvements and extensions shall be deducted from estimated annual net revenue.

The words “historical net revenue” or “net revenue” as used in this subsection (d) shall mean the Revenue or any part or parts thereof less the normal expenses of maintenance and operation of the System or any part or parts thereof, but before depreciation.

Such “historical net revenue” or “net revenue” shall be adjusted to reflect the rates and charges effective on the date of such certificate if there has been any change in such rates and charges during or after such 12-consecutive-month period.

(e) *Junior Liens.* Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations that are a charge upon the Revenue of the System junior or inferior to the payments required by this ordinance to be made out of such Revenue into the Revenue Bond Fund and accounts therein to pay and secure the payment of any outstanding Parity Bonds.

(f) *Refunding to avoid default.* Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which money is not otherwise available.

Section 10. Tax Covenants. With respect to Bonds issued as Tax-Exempt Bonds, the City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Tax-Exempt Bonds and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Tax-Exempt Bonds.

(a) *Arbitrage Covenant.* Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the proceeds of sale of the Tax-Exempt Bonds or any other funds of the City which may be deemed to be proceeds of the Tax-Exempt Bonds pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the dates of delivery of the Tax-Exempt Bonds to the initial purchasers thereof, would have caused the Tax-Exempt Bonds as “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The City will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Tax-Exempt Bonds.

(b) *Private Person Use Limitation for Tax-Exempt Bonds.* The City covenants that for as long as the Tax-Exempt Bonds are outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Tax-Exempt Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Tax-Exempt Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used

or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Tax-Exempt Bonds are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Tax-Exempt Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Tax-Exempt Bonds used for the state or local governmental use portion of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds to which the Private Person Use of such portion of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds relates. The City further covenants that

it will comply with any limitations on the use of the Projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Tax-Exempt Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds.

(c) *Designation under Section 265(b) of the Code.* The Designated Representative is authorized to determine whether the Tax-Exempt Bonds may be qualified under Section 265(b) of the Code and to designate the series of the Tax-Exempt Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Code for investment by financial institutions.

(d) *Modification of Tax Covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City’s bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any Tax-Exempt Bonds.

Section 11. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____ \$ _____

STATE OF WASHINGTON

CITY OF SPOKANE

WATER AND WASTEWATER SYSTEM REVENUE BOND, 2014 [series designation]

Interest Rate: _____ Maturity Date: _____ CUSIP No. _____

Registered Owner: CEDE & Co.

Principal Amount: _____ AND NO/DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the City known as the "Water and Wastewater Fund – Bond Redemption Subaccount" (the "Revenue Bond Fund") the Principal Amount indicated above and to pay interest thereon from the Revenue Bond Fund from _____, 2014, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable on _____, 20__, and semiannually thereafter on the first days of each _____ and _____.

Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC. The fiscal agency of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Registrar"). Capitalized terms used in this bond that are not specifically defined have the meanings given such terms in Ordinance No. C-____ of the City (the "Bond Ordinance"). Reference is made to the Bond Ordinance and any and all modifications and amendments thereto for a description of the nature and extent of the security for the bonds of this issue, the funds or revenues pledged, and the terms and conditions upon which such bonds are issued.

This bond is one of an issue of \$_____ of bonds of the City of like date, tenor and effect, except as to number, amount, rate of interest and date of maturity and is issued pursuant to the Bond Ordinance to finance capital improvements to the combined system of water supply and distribution and sewage collection, treatment and disposal of the City (the "System").

The bonds of this issue are subject to redemption prior to their stated maturity as stated in the [Bond Purchase Contract] [Notice of Sale and Approved Bid] for the Bonds.

The bonds of this issue are not general obligations of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Ordinance.

[The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have [not] been designated by the City as "qualified tax-exempt obligations" for investment by financial institutions under Section 265(b) of the Code.] [The City has taken no action to cause the interest on this bond to be exempt from federal income taxation.]

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Revenue Bond Fund and the Reserve Account the various amounts required by the Bond Ordinance to be paid into and maintained in such Fund

and account, all within the times provided by the Bond Ordinance. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Revenue Bond Fund and the account therein shall be a lien and charge thereon equal in rank to the lien and charge upon said revenue of the amounts required to pay and secure the payment of any revenue bonds of the City hereafter issued on a parity with the bonds of this issue and superior to all other liens and charges of any kind or nature except the Costs of Maintenance and Operation of the System.

The City has further bound itself to maintain the System in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rates and charges for as long as any of the bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon as the same shall become due, Net Revenue will be at least equal to the Rate Covenant, as described in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the City of Spokane, Washington has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this ____ day of _____, 2014.

CITY OF SPOKANE, WASHINGTON

By /s/ facsimile or manual
Mayor

(SEAL)

ATTEST:

 /s/ facsimile or manual
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2014

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Water and Wastewater System Revenue Bonds, 2014 [series designation] of the City of Spokane, Washington, dated _____, 2014.

WASHINGTON STATE FISCAL
AGENCY, Registrar

By THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as subcontractor
to The Bank of New York Mellon, fiscal
agent for the State of Washington

By _____
Authorized Signer

Section 12. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed or a facsimile thereof imprinted or otherwise reproduced on the Bonds.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any

purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 13. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Revenue Bond Fund or in another special account, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Revenue Bond Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The Registrar shall provide notice of defeasance of Bonds to Registered Owners and to each party entitled to receive notice in accordance with Section 17 of this ordinance.

Section 14. Lost, Stolen or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Registrar may execute and deliver a new Bond or Bonds of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Registrar in connection therewith and upon his/her filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and the Registrar with indemnity satisfactory to the Designated Representative and the Registrar, respectively.

Section 15. Delegation of Authority; Sale of Bonds.

(a) *Delegation of Authority.* The City has determined that it would be in the best interest of the City to delegate to the Designated Representative the authority to approve the manner of sale, the number of series, the series designation, the final principal amounts of the Bonds (within the parameters established herein), date of the Bonds, tax status of each series, interest rates, payment dates, redemption provisions, maturity dates of such Bonds, and other terms and conditions of the Bonds in the manner provided hereafter so long as:

- (1) the aggregate principal amount of the Bonds does not exceed \$210,000,000;
- (2) the final maturity of each series of the Bonds does not exceed 21 years; and
- (3) the true interest cost of each series of the Bonds does not exceed 4.00%.

In determining the manner of sale, number of series, the taxable or tax-exempt status of each series, the series designation, the final principal amounts of the Bonds (within the

parameters above), date of the Bonds, interest rates, payment dates, redemption provisions, and maturity dates of such Bonds, the Designated Representative, in consultation with City staff and the City's financial advisor, shall take into account those factors that, in the Designated Representative's judgment, will result in the lowest true interest cost on the applicable series of the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable in tenor and quality to the applicable series of the Bonds.

(b) *Bond Sale.* The Designated Representative is hereby authorized to determine whether the Bonds shall be sold by Negotiated Sale or by a Competitive Sale. Upon the selection of one or more underwriters, the Designated Representative shall negotiate the terms of sale for the Bonds, including the terms described in this section, in a contract of sale (a "Bond Purchase Contract").

If the Bonds are sold by Competitive Sale, the Designated Representative or his designee shall: (a) establish the date of the public sale; (b) establish the criteria by which the successful bidder will be determined; (c) request that a good faith deposit in an amount not less than one percent of the principal amount of the offering accompany each bid; (d) cause notice of the public sale to be given (the "Notice of Sale"); and (e) provide for such other matters pertaining to the public sale as he deems necessary or desirable. The Designated Representative shall cause notice of the public sale to be given and provide for such other matters pertaining to the public sale as she deems necessary or desirable.

Upon the date and time established for the receipt of bids for the Bonds, the Designated Representative or his designee shall open the bids and shall cause the bids to be mathematically verified. The Designated Representative will approve the bid offering to purchase the Bonds at

the lowest true interest cost to the City at such price as shall be determined at the time of sale by the Designated Representative, plus accrued interest to the date of delivery, on all the terms and conditions set out in the applicable Notice of Sale.

All bids submitted for the purchase the Bonds shall be as set forth in the applicable Notice of Sale or otherwise as established by the Designated Representative which will be furnished upon request made to the Designated Representative. Such successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit by federal wire or by a cashier's or certified check, made payable to the order of the City, in an amount not less than one percent of the par amount of the Bonds. The good faith deposit of the successful bidder shall be security for the performance of its bid and shall be held as liquidated damages in case the successful bidder fails to take up and pay for the applicable series of the Bonds within 45 days if tendered for delivery. All bids submitted shall be opened (but not read publicly) by the City. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

Subject to the terms and conditions set forth in this section, the Designated Representative is hereby authorized to accept an Approved Bid in a Competitive Sale and/or execute the final form of a Bond Purchase Contract in a Negotiated Sale, upon his approval of the number of series, the series designation, the final principal amounts of the Bonds (within the parameters established in this section), date of the Bonds, interest rates, payment dates, redemption provisions, and maturity dates of such bonds set forth therein. Following the sale of the Bonds of a series, the Designated Representative shall provide a report to the Council, describing the final terms of such Bonds approved pursuant to the authority delegated in this section.

(b) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance, the proper officials of the City including the Designated Representative, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the successful bidder thereof and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including underwriter's discount, the fees and expenses specified in the Bond Purchase Contract or Notice of Sale, including fees and expenses of underwriter and other retained services, including Bond Counsel, financial advisor, rating agencies, fiscal agency, and other expenses customarily incurred in connection with issuance and sale of bonds.

(c) *Preliminary and Final Official Statements.* The Designated Representative is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Designated Representative is further authorized to ratify and to approve for purposes of the Rule, on behalf of the City, the Official Statement relating to the issuance and sale of the Bonds and the distribution of the Official Statement pursuant thereto with such changes, if any, as may be deemed by him to be appropriate.

Section 16. Disposition of Bond Proceeds.

(a) *Reserve Account.* The portion of the Bonds, if any, designated by the Designated Representative shall be deposited into the Reserve Account which shall be sufficient to meet the Reserve Requirement.

(b) *2014 Construction Account.* An account shall be established and designated as the "2014 Construction Account" within the Water and Wastewater Fund, into which the balance

of the net proceeds of the Bonds shall be deposited. Money on hand in the 2014 Construction Account shall be used to pay the costs of or reimbursement for the costs of the Projects and costs of issuance of the Bonds. The City hereby declares its official intent to reimburse itself for any expenditures that it makes on the Project prior to issuing the Bonds. The City understands that proceeds of the Bonds may only be used to reimburse expenditures paid no earlier than sixty (60) days prior to the date of the adoption of this ordinance. The City further understands that the use of proceeds of the Bonds to reimburse an expenditure may occur no later than eighteen (18) months after the date of such expenditure.

Money in the 2014 Construction Account shall be invested in such obligations as may now or hereafter be permitted to the City by law and City policies. Any part of the proceeds of the Bonds remaining in the 2014 Construction Account after all costs of the Projects have been paid (including costs of issuance) shall be transferred to the Revenue Bond Fund for the uses and purposes therein provided.

(c) The proceeds of the Bonds are restricted for use solely as stated herein and as such are not eligible appropriations subject to the one percent for arts appropriation pursuant to SMC 7.06.420.

Section 17. Undertaking to Provide Ongoing Disclosure. The Designated Representative is hereby authorized to enter into a written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule (the “Continuing Disclosure Agreement”). This section constitutes the City's written undertaking for the benefit of the owners (including Beneficial Owners) of the Bonds as required by Section (b)(5) of the Rule.

Section 18. Amendments.

(a) The Council from time to time and at any time may pass an ordinance or ordinances supplemental hereof, which ordinance or ordinances thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City in this ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the holders of any Parity Bonds, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or any ordinance authorizing future Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the holders of Parity Bonds.

Any such supplemental ordinance may be adopted without the consent of the holders of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of the holders of not less than 60% in aggregate principal amount of the Parity Bonds at the time outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturity of any Parity Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the

amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each bond so affected; or

(2) Reduce the aforesaid percentage of bondholders required to approve any such supplemental ordinance, without the consent of the holders of all of the Parity Bonds then outstanding.

It shall not be necessary for the consent of bondholders under this subsection (b) to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

For the purpose of consenting to amendments under this Section 18(b) except for amendments that alter the interest rate on any Parity Bonds, the maturity date, interest payment dates, purchase upon tender or redemption of any Parity Bonds, the issuer of a Credit Facility shall be deemed to be the sole Registered Owner of the Parity Bonds that are payable from such Credit Facility and that are then outstanding.

(c) Upon the passage of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and all holders of Parity Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

Section 19. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall

be deemed separable from the remaining provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 20. Effective Date. The Council hereby finds and determines that the issuance and sale of the Bonds at this time will benefit the City by allowing the City to take advantage of current interest rates for tax-exempt bonds. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the income that will be earned from investing the portion of the proceeds of the sale of the Bonds until applied to pay Project costs. In order to take advantage of current interest rates, it is essential to accept the Bond Purchase Contract or Approved Bid to purchase the Bonds set forth in the Notice of Sale and official bid form as quickly as possible. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this ordinance shall become effective immediately upon its passage.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on October 20, 2014.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

Nancy Isserlis, City Attorney

Laura McAloon, Bond Counsel

CERTIFICATE

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the “City”), and keeper of the records of the City Council (the “Council”); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C- ____ of the City (the “Ordinance”), as finally passed at a regular meeting of the Council held on the 20th day of October, 2014, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ of October, 2014.

City Clerk



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	RES 2014-0100
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	JON SNYDER 6254
Contact E-Mail	JSNYDER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 2015 CITY OF SPOKANE LEGISLATIVE AGENDA

Agenda Wording

A resolution regarding the adoption of the City of Spokane's 2015 Washington State Legislative Agenda.

Summary (Background)

Each yearm the City Council prepares and adopts a legislative agenda of issues the City desires to advocate for during the subsequent state legislative session. This resolution adopts the City of Spokane's 2015 Washington State Legislative Agenda.

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, 9/15/14
<u>Finance</u>	DOLAN, PAM	Distribution List	
<u>Legal</u>	RICHMAN, JAMES		
<u>For the Mayor</u>	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

RESOLUTION NO. 2014-0100

A resolution regarding the adoption of the City of Spokane's 2015 Washington State Legislative Agenda.

WHEREAS, efforts of representation on behalf of the City of Spokane to influence, effect or guide the passage of legislation in the Washington State legislature are enhanced by a comprehensive package of proposals that have been officially adopted by the City Council after consultation with the Mayor pursuant to this resolution;
-- Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council adopts the attached City of Spokane 2015 Washington State Legislative Agenda as the position of the City of Spokane on the items stated therein.

ADOPTED by the City Council this _____ day of October 2014.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane 2015 Washington State Legislative Agenda

Abbreviations denote similar or same item support from either 2014 or 2015 legislative agendas from other cities or organizations. See list at end of document.

Top Priorities Specific Priorities for the City of Spokane

Cleaner River Faster

- Work to secure state funding to match the local contribution of 80% or \$250 million of the \$310 million effort to clean up and improve the health of the Spokane River which is a statewide asset.

Transportation

- Support for a new Transportation Package that includes full funding of \$750 million to complete the North Spokane Corridor (US395). The City of Spokane supports new revenue, including gas tax, for a new transportation package. In addition the City of Spokane supports the following additional projects to also be included in a transportation package at the cost listed below: Central City Line (\$11.7 million), U-District Bridge (\$8.8 million), Centennial Trail Mission Gap Construction Funds (\$4 million). Any package should have funding for repair and maintenance backlogs, substantial funding for transit, and should improve bicycle and pedestrian safety and mobility. (All preceding projects are listed in SRTC's Horizon 2040 plan.)

WSU Medical School Start-Up Funds

- Secure \$2.5 million dollars to begin accreditation process for a new WSU Medical School located in Spokane's University District.

Additional Specific Priorities for the City of Spokane

- Renewable Energy Designation for the City of Spokane's Waste to Energy Plant
- Capital Project Funding: Riverfront Park bond measure construction matching (Carousel Museum, \$2.9 million), The Women's Club (ADA & kitchen improvements \$300K), Corbin Senior Center (elevator \$200K), Women's and Children's Free Restaurant (Dept. Commerce grant application \$200K), Spokane Children's Theater (Dept. Commerce Grant application, \$18K)
- Secure a deep Capital Budget investment—dollar amount to be determined—in the Housing Trust Fund, with flexibility to support a broad range of local affordable housing needs (SLIHC)
- Support preservation of public health funding, while seeking a stable revenue source (SRHD)
- Support for further regulation of studded tires.
- Support for expansion of the University of Washington WWAMI program in Spokane.

- Protect local levy capacity and local effort assistance (LEA) for school districts until full funding of basic education is achieved. Any reduction in levy and LEA capacity must coincide with increased state funding for basic education from the McCleary decision.

Statewide Priorities from AWC with Strong Support from the City of Spokane:

- Maintaining existing funding for infrastructure including the Public Works Trust Fund (AWC, BEL, VAN, YK)
- Maintaining existing state-shared revenues including restoring liquor revenue sharing (AWC, BEL, SEA, TAC, VAN, SV, EV, PA, CH)
- Add housing costs, transportation costs, and median income to factors considered in labor arbitration (AWC, BEL, VAN, YK)
- Reform to the Public Records Act to prevent egregious public record requests (AWC, BEL, SEA, VAN, RL, PA, YK, CH)
- Improved mental health funding (AWC, BE)

Priorities Shared With Additional Large Cities and other organizations in Washington State:

- Rail Safety: Implement all legislative strategies identified in Department of Ecology draft study results (SC, WEC, CH).
- Reform of medical cannabis law to consolidate with I-502 regulations (BEL, TAC, RL)
- Support a waiver of the two party consent rules pertaining to police video cameras, similar to the exemption for digital in car video (SEA)
- Allow cities to create Regional Fire Authorities (VAN)
- Systematic legislative review and sunset process for tax expenditures/tax breaks (TAC)
- Improved data collection for biking and walking (BikeWA, WTSC)
- Strengthen distracted driving laws (BikeWA, WTSC)
- Increase Safe Routes to School grant funding (BikeWA, TranCh)
- Campaign finance reform (WPC, LWV)

Abbreviations: AWC: Associations of WA Cities, STA: Spokane Transit Authority, BikeWA: Bike Washington, WTSC: Washington Traffic Safety Commission, BEL: Bellevue, SEA: Seattle, TAC: Tacoma, VAN: Vancouver, SV: Spokane Valley, EV: Everett, RL: Richland, PA: Pasco, YK: Yakima, FCT: Friends of Centennial Trail, BE: Bellingham, SC: Sierra Club, WEC: Washington Environmental Coalition, SLIHC: Spokane Low Income Housing Alliance, TranCh: Transportation Choices, WPC: Washington Public Campaign, LWV: League of Women Voters, WSU: Washington

State University, SEIU: Service Employees International Union, SRHD: Spokane
Regional Health District, CH: Cheney



Agenda Sheet for City Council Meeting of:
10/13/2014

Date Rec'd	10/1/2014
Clerk's File #	ORD C35163
Renews #	

Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	PAM DOLAN X6034	Project #	
Contact E-Mail	PDOLAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	5600-ACCOUNTING / HOUSEKEEPING FOR IMPREST FUNDS		

Agenda Wording

AN ORDINANCE relating to imprest accounts, adding, amending and repealing various sections of SMC 07.03.

Summary (Background)

After a reviewing the purpose and use of the imprest funds in various city departments, the changes are to modify amounts and locations of the funds to align with the current operations of the departments involved.

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

Approvals		Council Notifications	
Dept Head	DOLAN, PAM	Study Session	
Division Director	COOLEY, GAVIN	Other	Finance Comm 06/02/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	pdolan@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing			

ORDINANCE NO. C35163

An ordinance relating to imprest accounts, amending SMC sections 07.03.060, 07.03.090, 07.03.162, 07.03.190, and 07.03.300, repealing SMC sections 07.03.111, 07.03.130, 07.03.135, 07.03.136, 07.03.140, 07.03.160, 07.03.167, 07.03.220, 07.03.240, and 07.03.250, and adding a new section to be numbered 07.03.200.

The City of Spokane does ordain:

Section 1. That SMC section 07.03.060 is amended to read as follows:

07.03.060 City Clerk

~~((A. — There is established in the city clerk department a deposit account with the United States Postal Service in an amount not to exceed two hundred dollars to provide for the payment of second class postage for mailing of the *Official Gazette* and other publications.))~~

A.((B)). There is established in the city clerk department an imprest fund in an amount not to exceed one hundred dollars to be used in making change for the payment of ~~((notarization and))~~ document copying services. No purchases will be made.

Section 2. That SMC section 07.03.090 is amended to read as follows:

07.03.090 Fire Department

There is established in the fire department an imprest fund in an amount not to exceed seven ~~((five))~~ hundred dollars to be used for making change, for the payment of postage due on incoming mail, and for the purchase of small incidental office supplies in the ordinary course of operation.

Section 3. That SMC section 07.03.111 is repealed:

07.03.111 Municipal Court – Witness and Juror Fees

There is established in the department of the clerk of the municipal court a witness and juror's fee revolving fund in the form of an imprest cash fund in an amount not to exceed one thousand two hundred fifty dollars to cover payment of witness and juror's fees. The

fund is kept in a bank account selected by the clerk of the municipal court, and all checks shall be signed by the clerk of the municipal court.

Section 4. That SMC section 07.03.130 is repealed:

07.03.130 Street Department

There is established in the streets department an imprest fund in an amount not to exceed three hundred dollars for use of the parking enforcement section.

Section 5. That SMC section 07.03.135 is repealed:

07.03.135 Risk Management – Workers' ((~~Worker's~~)) Compensation

There is established in the workers compensation fund an imprest checking account in an amount not to exceed one hundred twenty-five thousand dollars to provide for the operation of the self-insured workers compensation program.

Section 6. That SMC section 07.03.136 is repealed:

07.03.136 Human Resources – Self Funded Medical Dental Benefits Fund

There is established in the self-funded medical dental benefits fund an imprest checking account in an amount not to exceed three hundred thousand dollars to provide for the payment of medical and dental claims.

Section 7. That SMC section 07.03.140 is repealed:

07.03.140 Planning Department

There is established in the planning department an imprest fund in an amount not to exceed one hundred fifty dollars for use in making change in dealings with the public involving the sales of various publications and the charging of fees for services rendered.

Section 8. That SMC section 07.03.160 is repealed:

07.03.160 Public Works and Utilities

There is established in the public works and utilities division an imprest fund in an amount not to exceed two hundred dollars.

Section 9. That SMC section 07.03.162 is amended as follows:

07.03.162 Streets

~~((A. There is established in the street department a petty cash fund in the sum of two hundred dollars to cover small purchases of supply items in the course of official City business.))~~

A~~(B)~~. There is established in the street department, traffic operations section, an imprest fund in an amount not to exceed five hundred dollars to be used by the electronic service center, traffic control maintenance, and the signs and markers divisions for the purchase of electronic replacement parts for emergency repairs and for other minor purchases.

Section 10. That SMC section 07.03.167 is repealed:

07.03.167 Records and Reprographics

There is established in the records and reprographics department an imprest fund in an amount not to exceed one hundred fifty dollars for use in making small cash purchases to complete jobs.

Section 11. That SMC section 07.03.190 is amended as follows:

07.03.190 My Spokane ~~((Treasurer's Office))~~

A. There is established in the My Spokane ~~((treasurer's))~~ Office an imprest fund in an amount not to exceed four thousand dollars to be used as the cashier's change fund as part of their normal operations.

~~((B. Pursuant to recommendation of the state auditor, there is established in the treasurer's office an imprest fund in an amount not to exceed eleven thousand dollars for use in the processing of nonsufficient funds checks returned to the City.))~~

~~((C. See SMC 7.03.130.))~~

Section 12. That SMC section 07.03.220 is repealed:

07.03.220 Purchasing

There is established in the purchasing department an imprest fund in an amount not to exceed five hundred dollars for use in making small cash purchases and payment of shipping charges.

Section 13. That SMC section 07.03.240 is repealed:

07.03.240 East Central Community Center

There is established in the east central community center an imprest fund in an amount not to exceed three hundred dollars for use in making small cash purchases and other small miscellaneous payments.

Section 14. That SMC section 07.03.250 is repealed:

07.03.250 Weights and Measures

There is established in the office of weights and measures an imprest fund in an amount not to exceed one hundred dollars for use in purchasing various commodities at retail outlets in order to ascertain the accuracy of the weighing devices.

Section 15. That SMC section 07.03.300 is amended as follows:

07.03.300 Public Safety Advance Travel Expense Revolving Funds

- A. There are established advance travel expense revolving funds in the amount of twenty-two thousand five hundred dollars to be used for advance payments of travel expenses for Police/Fire City officers and employees on official business.
- B. Each fund is kept on deposit in a local bank. The chief of police is custodian of one account in the amount of fifteen thousand dollars, and the fire chief is custodian of another account in the amount of seven thousand five hundred dollars.

- C. The finance director authorizes travel advances and adopts the rules and regulations for authorization, documentation, accounting and recovery of unspent advances, in accordance with state statutes and regulations.

Section 16. That a new section be added to ch. 07.03, to be numbered SMC section 07.03.200 to read as follows:

07.03.200 Accounting

- A. There is established in the accounting department an imprest cash fund in an amount not to exceed one thousand dollars for use in making small cash purchases and other small miscellaneous payments.
- B. There is established in the accounting department an imprest fund in an amount not to exceed eleven thousand dollars for use in the processing of nonsufficient funds checks returned to the City.
- C. There is established in the accounting department an imprest fund in an amount not to exceed seven thousand dollars to be used for advance payments of travel expenses for City officers and employees on official business (excluding Police/Fire).

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:
10/13/2014

Date Rec'd	10/1/2014
Clerk's File #	ORD C35164
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 BIAS-FREE POLICING ORDINANCE		

Agenda Wording

An ordinance relating to biased-free policing; adopting a new section 3.10.040 to chapter 3.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides a biased-free policing provision to the SMC.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	
Finance	DOLAN, PAM	Distribution List	
Legal	PICCOLO, MIKE	amcdaniel@spokanecity.org	
For the Mayor	SANDERS, THERESA	bstuckart@spokanecity.org	
Additional Approvals		fstraub@spokanecity.org	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance further provides that Spokane Police Department Officers and all officers commissioned under the Spokane Police Department shall be prohibited from engaging in bias-based profiling, which is defined as an "act of a member of the Spokane Police Department or a law enforcement officer commissioned by the Spokane Police Department that relies on actual or perceived race, national origin, color, creed, age, citizenship status, gender, sexual orientation, gender identity, disability, or housing status or any characteristic of protected classes under federal, state or local laws as the determinative factor initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity."

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Ordinance No. C35164

AN ORDINANCE relating to biased-free policing; adopting a new section 3.10.040 to chapter 3.10 of the Spokane Municipal Code.

WHEREAS, it is the intent of the City Council to codify in the Spokane Municipal Code provisions pertaining to the current Spokane Police Department policies and procedures related to biased-free policing; and

WHEREAS, the City of Spokane is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair and equitable manner as evidenced by Spokane Police Department Policy Manual No. 402; and

WHEREAS, the Spokane Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served as set forth in Spokane Police Department Policy Manual No. 402; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 3.10.040 to chapter 3.10 of the Spokane Municipal Code to read as follows:

3.10.040 Biased-Free Policing

- A. The City of Spokane is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair and equitable manner.
- B. Spokane Police Department Officers and all officers commissioned under the Spokane Police Department shall be prohibited from engaging in bias-based profiling.
- C. Bias-based profiling is defined as an “act of a member of the Spokane Police Department or a law enforcement officer commissioned by the Spokane Police Department that relies on actual or perceived race, national origin, color, creed, age, citizenship status, gender, sexual orientation, gender identity, disability, or housing status or any characteristic of protected classes under federal, state or local laws as the determinative factor initiating law enforcement action against an individual, rather than an individual’s behavior or other information or circumstances that links a person or persons to suspected unlawful activity.”
- D. The Spokane Police Department shall maintain policies consistent with this section.

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:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	ORD C35167
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 RELATING TO USE OF IMMIGRATION STATUS INFORMATION

Agenda Wording

An ordinance relating to use of immigration status information; adopting a new section 3.10.050 to chapter 3.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance adopts provisions relating to us of immigration status information including the requirements and requires the Police Department to adopt and maintain policies consistent with this ordinance.

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>	DOLAN, PAM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

Ordinance No. C35167

AN ORDINANCE relating to use of immigration status information; adopting a new section 3.10.050 to chapter 3.10 of the Spokane Municipal Code.

WHEREAS, it is the intent of the City Council to codify in the Spokane Municipal Code provisions pertaining to the current Spokane Police Department policies and procedures related to use of immigration status information; and

WHEREAS, all individuals, regardless of their immigration status, must feel secure that contacting law enforcement will not make them vulnerable to deportation as set forth in Spokane Police Department Policy Manual No. 428.4; and

WHEREAS, unless immigration status is relevant to another criminal offense or investigation, the fact that an individual is suspected of being an undocumented alien shall not be the sole basis for contact, detention, or arrest as set forth in Spokane Police Department Policy Manual No. 428.3.1; and

WHEREAS, the immigration status of individuals alone is generally not a matter for police action. It is incumbent upon all employees of this department to make a personal commitment to equal enforcement of the law and equal service to the public regardless of immigration status. Confidence in this commitment will increase the effectiveness of the [City of Spokane] t in protecting and serving the entire community as set forth in Spokane Police Department Policy Manual No. 428.1; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 3.10.050 to chapter 3.10 of the Spokane Municipal Code to read as follows:

3.10.050 Immigrant Status Information

- A. Unless required by law or court order, no Spokane City officer or employee shall inquire into the immigration status of any person, or engage in activities designed to ascertain the immigration status of any person.
- B. Spokane Police Department officers shall have reasonable suspicion to believe a person has been previously deported from the United States, is again present in the United States, and is committed or has committed a felony criminal-law violation before inquiring into the immigration status of an individual.

C. The Spokane Police Department shall not investigate, arrest, or detain an individual based solely on immigration status.

D. The Spokane Police Department shall maintain policies consistent with this section.

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:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	ORD C35168
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 THE UNITED NATIVE AMERICANS OF SPOKANE

Agenda Wording

An ordinance relating to the United Native Americans of Spokane Public Development Authority; amending SMC sections 4.25A.020, 4.25A.040, 4.25A.050, 4.25A.080 and 4.25A.020 and amending the charter of the Authority.

Summary (Background)

The City Council created the United Native Americans of Spokane Public Development in October of 2001. The initial board was appointed in January of 2005. The PDA met and conducted business for approximately three to four years but has been inactive for the past five years. All of the prior board appointments have expired and no successor board members have been appointed.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PCED
Finance	DOLAN, PAM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

There has been renewed interest in revising the PDA. This ordinance makes amendments to Chapter 4.25A SMC regarding the PDA, as well as to the PDA's Charter, that will assist in that revitalization. The amendments include a greater focus on Native Americans living in Spokane, expand the opportunities to work with federally-recognized tribes, revise the board member from seven to five members who must reside within the City, and reduce the term of office from six to three years

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35168

AN ORDINANCE relating to the United Native Americans of Spokane Public Development Authority; amending SMC sections 4.25A.020, 4.25A.040, 4.25A.050, 4.25A.080 and 4.25A.020 and amending the charter of the Authority.

WHEREAS, on October 22, 2001, the City Council adopted Ordinance No. C-32933 creating the United Native Americans of Spokane Public Development Authority pursuant to RCW 35.21.730- RCW 35.21.757; and

WHEREAS, the initial appointments of five of the seven board members of the Authority occurred in January of 2005; and

WHEREAS, the Authority's board meet and conducted business for approximately three to four years under various board composition; and

WHEREAS, the Authority and its board has been inactive for at least the past five years; and

WHEREAS, all board members' appointments have expired and no successor board members have been appointed; and

WHEREAS, there has been renewed interest in revising the Authority; and

WHEREAS, in order to best assist in the revitalization of the Authority, certain amendments to Chapter 4.25A SMC and to the Authority's bylaws are necessary to provide a strong and efficient organization; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 4.25A.020 is amended to read as follows:

4.25A.020 Authority Created

A public authority, to be known as the "United Native Americans of Spokane public development authority" ("authority"), is hereby created exclusively to undertake, assist with and otherwise facilitate the following activities, all as authorized by RCW 35.21.730 through RCW 35.21.757:

- A. Improve the general living conditions within the City.
- B. Administer and execute federal grants and programs, receive and administer federal funds relating to the ((United)) Native Americans ((ef)) living in Spokane.

- C. Perform ~~((all))~~ any manner and type of community services relating to the ~~((United))~~ Native Americans ~~((of))~~ living in Spokane; and
- D. Provide and implement such municipal services and functions as the Spokane city council may direct relating to the ~~((United))~~ Native Americans ~~((of))~~ living in Spokane.

Section 2. That SMC 4.25A.040 is amended to read as follows:

4.25A.040 General Powers

Except as otherwise limited by the constitution of the state, this chapter and the charter, the authority shall have and may exercise all lawful powers necessary or convenient to affect the purposes for which the authority is organized, and to perform authorized corporate functions, including, without limitations, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with the United States of America, a state and any political subdivision or agency of either, a federally-recognized tribe, and with individuals, associations and corporations;
- C. sue and be sued in its name;
- D. lend and borrow money;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities relating to ~~((the United))~~ Native Americans ~~((of))~~ living in Spokane;
- G. provide and implement such municipal and community services and functions as the Spokane city council may by resolution direct;
- H. transfer any funds, real or personal property, property interests or services;
- I. receive and administer federal or private goods, or services for any lawful public purpose relating to ~~((the United Native Americans of Spokane))~~ its mission;
- J. purchase, lease, exchange, mortgage, encumber, improve, use or otherwise transfer or grant security interest in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real and personal property;
- K. issue bonds in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board shall be necessary or appropriate to

provide sufficient funds for achieving any purposes of the authority; provided, however, that all bonds or liabilities be satisfied exclusively from the assets, properties or credit of the authority and no creditor or other person shall have any recourse to the assets, credit or services of the City hereby, unless the City expressly guarantee such bonds;

- L. contract for, lease and accept transfers, gifts or loans of funds or property from the United States of America, a state and any municipality or political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, any federally-recognized tribe, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefore;
- M. manage, on behalf of the United States of America, a state, and any municipality or political subdivision or agency of either, and from any federally-recognized tribe, any property relating to the (~~United Native Americans of Spokane~~) mission of the authority acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- N. recommend to appropriate governmental authorities public improvements and expenditures relating to the (~~United Native Americans of Spokane~~) mission of the Authority;
- O. recommend to the United States of America, a state, and any municipality or political subdivision or agency of either, or any federally-recognized tribe the existence of any property that, if committed or transferred to the authority, would materially advance the public purpose for which the authority is chartered;
- P. initiate, carry out, and complete such improvements of benefit to the public consistent with its charter as the United States of America, a state, a federally-recognized tribe, and any municipality or political subdivision or agency of either may request;
- Q. recommend to the United States of America, a state, any municipality or political subdivision or agency of either, and any federally-recognized tribe, such tax, financing and security measures as the authority may deem appropriate to maximize the public interest in activities in which the authority by its charter has a particular responsibility;
- R. lend its funds, property, credit or services for purposes of the authority, or act as a surety or guarantor for such purposes;
- S. provide advisory, consultative, training, educational and community services or advice to individuals, associations, corporations or governmental agencies with

or without charge;

- T. control the use and disposition of property, assets and credit of the authority;
- U. invest and reinvest its funds;
- V. fix and collect charges for services rendered or to be rendered, and establish the consideration (if any) for property transferred;
- W. maintain books and records as appropriate for the conduct of its affairs;
- X. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- Y. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation; and secure the services of consultants for professional services, technical assistance or advice;
- Z. identify and recommend to the United States of America, a state, any municipality or political subdivision or agency of either, and any federally-recognized tribe, the acquisition by the appropriate governmental entity (for transfer to or use by the authority) of property and property rights, which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the authority is chartered; and
- AA. exercise and enjoy such other powers as may be authorized from time to time by law.

Section 3. That SMC 4.25A.050 is amended to read as follows:

4.25A.050 Limitation of Powers

The authority, in all activities and transactions, shall be limited in the following respects:

- A. The authority shall have neither power of eminent domain nor any power to levy taxes or special assessments.
- B. The authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City. All liabilities incurred by the authority shall be satisfied exclusively from the assets and credit of the authority, and no creditor or other person shall have any recourse to the assets, credit or services of the City on account of any debts, obligations, liabilities, acts or omissions of the authority.
- C. No funds, assets or property of the authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public

office; nor shall any funds or a substantial part of the activities of the authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States of America, ~~((or))~~ the Legislature of the State, ~~((or))~~ the city council, or any federally-recognized tribe; provided, however, that funds may be used for representatives of the authority to communicate with members of Congress, state legislators, ~~((or))~~ city council members, and the elected leaders of any federally-recognized tribe concerning funding and other matters directly affecting the authority, so long as such activities do not constitute a substantial part of the authority's activities and unless such activities are specifically limited in its charter.

- D. All funds, assets or credit of the authority shall be applied toward or expended upon services, projects and activities authorized by its charter.
- E. No part of the net earnings of the authority shall inure to the benefit of, or be distributable as such to, its directors, its officers or other private persons, except that the authority is authorized and empowered to:
1. compensate its officials and others performing services for the authority, including legal counsel, a reasonable amount for services rendered, and reimburse reasonable expenses actually incurred in performing their duties;
 2. assist its officials as members of a general class of persons to be assisted by an authority-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such official by reason of his status or position in the authority;
 3. defend and indemnify any current or former director or employee and their successors, spouses and marital communities against all costs, expenses, judgments and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with or resulting from any claim, action or proceeding, civil or criminal, in which he is or may be made a party by reason of being or having been an official of the authority, or by reason of any action alleged to have been taken or omitted by him as such official, provided, that he was acting in good faith on behalf of the authority and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which officials of the authority may be entitled as a matter of law;
 4. purchase insurance to protect and hold personally harmless any of its officials (including its employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monitor judgments from such actions, claims or proceedings, provided the purchase of such insurance and its policy limits shall be discretionary with the board of directors, and such insurance shall not be considered as compensation to the insured individuals; and

provided further, the powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

5. sell its assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the principal object or purpose of the authority's transactions or activities and is applied to or expended upon services, projects and activities as aforesaid.
- F. The authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its directors or employees or otherwise engage in business for private gain.
- G. The authority shall not acquire goods, services, properties or other assets for less than fair and adequate consideration; provided, however, that if such goods, services, properties or other assets are being acquired for allegedly sufficient consideration, the authority shall secure specific approval of the city council of the City.

Section 4. That SMC 4.25A.080 is amended to read as follows:

4.25A.080 Board of Directors

- A. Creation of the Board of Directors.
A (~~seven~~) five-member board of directors (board of directors) is hereby established to govern the affairs of the authority. All corporate powers of the authority shall be exercised by or under the authority of the board of directors; and the business, property and affairs of the authority shall be managed under the direction of the board of directors, except as may be otherwise provided for by law or in the charter.
- B. Appointment of Board of Directors.
 1. The initial board of directors shall be appointed by resolution of the city council.
 2. Except for the initial Board of directors, members of the board of directors shall be appointed as provided in the charter. (~~Persons who are nonresidents of the City of Spokane may be appointed to the board of directors if recommended to the mayor by a tribal government with tribal homelands in or around the City including, but not limited to, the government of the Coeur d'Alene Tribe, Colville Confederated Tribes, Kalispel Tribe, Kootenai Tribe, and Spokane Tribe.~~) Only residents of the City of Spokane may be appointed to the board of directors.

3. No person who serves on the city council (~~(or)~~), the city council of any city or town ((in the county)), or who serves as an elected official of any federally-recognized tribe may serve on the board of directors.
4. No person nominated for membership on the board of directors shall be eligible to serve until he has been confirmed by motion of the city council.
5. Directors may be reappointed to serve consecutive terms on the board of directors.
6. A vacancy on the board of directors because of death, resignation, removal, disqualification or any other cause shall be filled for the remainder of the term of the vacant position in the manner prescribed in the charter for the position vacated.

C. Term of Office.

Except for the initial directors, the members of the board of directors shall serve a term of (~~six~~) three years, or until their successor is nominated and confirmed as provided in this chapter. The terms of office of the directors shall be staggered in the manner provided in the charter. A director shall serve for the term designated and until his successor shall have been confirmed, except as provided in this section.

D. Removal of Directors.

1. If it is determined for any reason that any or all of the directors should be removed from office, after a full public hearing, and after selection of appropriate replacements by the city council pursuant to this section, the city council may by resolution remove any or all voting directors from office.
2. The term of any director removed pursuant to this section shall expire when the removal resolution takes effect.
3. Vacancies created under this section shall be filled in the same manner as provided in the charter for filling vacancies created upon the regular expiration of terms.
4. The term of any director nominated and confirmed pursuant to this section shall begin at the expiration of the term of the director being replaced and shall continue until the regular expiration of the term of the position being filled.

Section 5. That SMC 4.25A.110 is amended to read as follows:

Section 04.25A.110 Quorum

The charter or bylaws shall establish the requirements for a quorum of the board of directors. The act of a majority of the directors shall be the act of the board of directors, provided:

- A. quorum to commence a board of directors meeting shall be no fewer than ~~((four))~~ three members of the board of directors' voting membership, and
- B. any resolution authorizing or approving an action of the board of directors described in this chapter shall require an affirmative vote of a majority of the directors voting on the issue, provided that such majority equals not less than ~~((four))~~ three members of the board of directors' voting membership.

Section 6. Pursuant to SMC 4.25A.130 C., the City Council amends the Charter of the United Native Americans of Spokane Public Development Authority as set forth in the attached Exhibit A.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CHARTER OF THE
UNITED NATIVE AMERICAN OF SPOKANE
PUBLIC DEVELOPMENT AUTHORITY

Article I NAME AND SEAL

Section 1.1 Name. The name of the authority shall be the UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY (Authority).

Section 1.2 Seal. The Authority's seal shall be a circle with the name "UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY" inscribed therein.

Article II AUTHORITY AND LIMIT ON LIABILITY

Section 2.1 Authority. The Authority is a public corporation organized pursuant to RCW 35.21.730 through 35.21.757, as amended (Act) and chapter 4.25A SMC (Ordinance) of the City of Spokane, Washington (City).

Section 2.2 Limit on Liability. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City, its assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Authority.

The UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY is a public development authority organized pursuant to chapter 4.25A SMC and the laws of the State of Washington, and more particularly RCW 35.21.750, which provides, in part, as follows:

All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

Article III DURATION

The duration of the Authority shall be perpetual except as provided in chapter 4.25A SMC.

Article IV PURPOSE

The purpose of the Authority is to provide a legal entity organized under the Act and the Ordinance to undertake, assist with and otherwise facilitate or provide for the following activities (Chartered Activities):

1. to improve the general living conditions within the City;
2. to administer and execute federal grants and programs, receive and administer federal funds relating to the UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY;
3. to perform all manner and type of community services relating to the UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY; and
4. to provide and implement such municipal services and functions as the City of Spokane City Council may direct relating to the UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY.

To the extent appropriate and consistent with the needs and objectives of the City and to facilitate or provide for the Chartered Activities, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Chartered Activities. The Authority shall have no purpose other than the development, operation and implementation of the Chartered Activities.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority and instrumentality of the City (within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

Article V POWERS

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Ordinance, this Charter and its Bylaws. The Authority in all of its activities and transactions shall be subject to the powers, procedures, and limitations contained in the Ordinance.

Section 5.2 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the

case of any criminal proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by the applicable law.

Article VI BOARD OF DIRECTORS

Section 6.1 Board of Directors Composition. Management of all Authority affairs shall reside in a ((seven)) five-member board of directors (Board of Directors). All Directors shall be appointed by the Spokane City Council for three year terms. Directors may be appointed to additional terms. A director whose term has expired shall continue to serve until a successor has qualified to serve. Board appointments may be staggered or for shorter terms in order to maintain an appointment cycle whereby two or more board members are appointed or reappointed each year. ((The terms of the Directors shall be determined as follows:

6.1.1 Within two months of the issuance of this Charter, the initial Board of Directors shall by resolution divide the members of the Board of Directors into three classes (designated Class I, Class II, and Class III) containing two members each (except Class III, which shall contain three members).

6.1.2 The initial terms of those Directors that are in Class I shall be three years. The initial terms of those Directors that are in Class II shall be four years. The initial terms of those Directors that are in Class III shall be six years.

6.1.3 At the regular meeting of the Board of Directors that coincides most closely with the third anniversary of the issuance of this Charter, the terms of those Directors that are in Class I shall expire, provided that they shall continue in office until their successors are selected and qualified as provided in the Bylaws.

6.1.4 This re-appointment procedure shall continue annually as to successive classes, so that at the regular meeting of the Board of Directors that coincides most closely with each odd-numbered anniversary of the issuance of this Charter, a new class of Directors shall take office; provided, however, that each person so selected shall hold office for the six-year term for which he or she is selected and until his or her successor shall have been selected and qualified; and provided that there shall be no restriction on Directors serving successive terms.))

Section 6.2 Board of Directors Concurrence and Quorum Defined. "Board of Directors concurrence," as used in this Article VI, may be obtained at any regular or special Board of Directors meeting by an affirmative vote of a majority of the Directors voting on the issue, provided that such majority equals not less than ((four)) three votes.

A quorum to commence a Board of Directors meeting shall be no fewer than ((four)) three Directors. The bylaws of the Authority may prescribe Board of Directors quorum

restrictions that equal or exceed the quorum restrictions imposed in this Section 6.2. Directors present at a duly convened meeting may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6.3 Officers and Division of Duties. The Authority shall have ~~((four))~~ three or more officers. The initial officers of the Authority shall be the President, the Vice President, and the Secretary ~~((and the))~~ Treasurer, each of which shall be a different person. Such officers shall be appointed by the Board of Directors. Additional officers may be provided for in the Bylaws of the Authority. The President shall be the agent of the Authority for service of process. The Bylaws may designate additional corporate officials as agents to receive or initiate process. The corporate officers shall manage the daily affairs and operations of the Authority and may delegate such tasks as the Board of Directors deems advisable to other officers, employees and agents of the Board of Directors. The Board of Directors shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by City resolution, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The appointment of other committees shall be provided for in the Bylaws.

Article VII MEETINGS

Section 7.1 Board of Directors Meetings. The Board of Directors shall meet as necessary, but not less than every other month. Special meetings of the Board of Directors may be called as provided in the Bylaws. All such meetings shall take place within the City.

Section 7.2 Open Public Meetings. Notice of meetings shall be given in a manner consistent with the Open Public Meetings Act (RCW Ch. 42.30). In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board of Directors either orally or by written petition. ~~((Voting by telephone or by proxy is not permitted))~~ Conduct of meetings, including voting, shall be consistent with the Open Public Meetings Act.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order shall govern the authority in all cases to which they are applicable, where they are not inconsistent with this Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. The Secretary/Treasurer shall keep, or cause to be kept, minutes of all regular or special meetings of the Board of Directors. Such minutes shall be available to any person or organization that requests them as required by state law. Minutes with respect to closed executive sessions need not be made available. The minutes of all Board of Directors meetings shall include a record of individual votes on all matters requiring Board of Directors concurrence.

Section 7.5 Location of Records. The Secretary/Treasurer shall cause the original documents and records of the Authority to be kept in the office of the City Clerk of the City. In addition, the Secretary/Treasurer shall keep a duplicate set of such documents and records to be kept at the offices of the Authority.

Article VIII BYLAWS

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with the laws of the State of Washington, chapter 4.25A SMC, this Charter. The Board of Directors may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in this Charter for inclusion therein.

Article IX AMENDMENTS TO CHARTER AND BYLAWS

Section 9.1 Proposals to Amend Charter and Bylaws.

9.1.1 Proposals to amend this Charter or the Bylaws shall be presented in a format which strikes over material to be deleted and underlines new material.

9.1.2 Any Director may introduce a proposed amendment to this Charter or the Bylaws (which may consist of new Bylaws) at any regular meeting or at any special meeting of which ten days' advance notice has been given to members of the Board of Directors.

Section 9.2 Board of Directors Consideration of Proposed Amendments. If notice of a proposed amendment to this Charter or to the Bylaws, and information, including the text of the proposed amendment and a statement of its purpose and effect, is provided to members of the Board of Directors 15 days prior to any regular Board of Directors meeting or any special meeting of which 30 days' advance notice has been given, then the Board of Directors may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Board of Directors may not vote on the proposed amendment until the next regular Board of Directors meeting or special meeting of which 30 days' advance notice has been given and at least 15 days prior to which meeting such notice and information is provided to Directors. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 9.3 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board of Directors approving proposed amendments to this Charter or to the Bylaws require an affirmative vote of a majority of the Directors voting on the issue, provided that such majority equals not less than ((four)) three votes.

Section 9.4 City Council Approval of Proposed Charter Amendments. Proposed Charter amendments adopted by the Board of Directors shall be submitted to the City Council. This Charter may be amended only by an ordinance of the City Council as provided in the chapter 4.25A SMC.

Article X COMMENCEMENT

The Authority shall commence its existence effective upon the issuance of its Charter, as sealed and attested by the Clerk.

Article XI DISSOLUTION

Dissolution of the Authority shall be in the form and manner required by state law, chapter 4.25B SMC, and the Bylaws.

Article XII APPROVAL OF CHARTER

APPROVED by Ordinance No. C- _____, adopted by the Spokane City Council, City of Spokane, Washington, on _____, 2014.

CERTIFICATE

I, Terri Pfister, Clerk of the City of Spokane, Washington, hereby certify that the attached CHARTER OF THE UNITED NATIVE AMERICAN OF SPOKANE PUBLIC DEVELOPMENT AUTHORITY PUBLIC DEVELOPMENT AUTHORITY is a full, true and correct copy of such charter as authorized by and attached to Ordinance No. C- _____ of the City Council of the City of Spokane.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of said City of Spokane on _____, 2014.

City of Spokane, Washington

Terri Pfister
Clerk, City of Spokane

(SEAL)



Agenda Sheet for City Council Meeting of:
10/20/2014

Date Rec'd	10/8/2014
Clerk's File #	ORD C35169
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 AN ORDINANCE RELATING TO LOBBYING BY OFFICERS AND EMPLOYEES

Agenda Wording

An ordinance relating to lobbying by officers and employees; amending SMC section 2.03.010.

Summary (Background)

This ordinance will amend SMC 2.03.010 to include employees under the direction of a council member being authorized to engage in lobbying efforts relating to matters before the State legislature or subject to the State Administrative Procedures Act.

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>	
<u>Finance</u>	DOLAN, PAM	Distribution List	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

ORDINANCE NO. C35169

AN ORDINANCE relating to lobbying by officers and employees; amending SMC section 2.03.010.

The City of Spokane does ordain:

Section 1. That SMC section 2.03.010 is amended to read as follows:

2.03.010 Lobbying by Officers and Employees

The mayor, members of the city council, and all employees under the direction of the mayor or a city council member are authorized to attempt to influence the passage or defeat of any legislation by the legislature of the State of Washington, or the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency under the State Administrative Procedures Act, chapter 34.04 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:
08/11/2014

Date Rec'd	7/30/2014
Clerk's File #	ORD C35135
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	AMBER 625-6275
Contact E-Mail	AWALDREF@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 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	CHILDS, BRANDON	Study Session	
Division Director		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.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C – 35135

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 Annual Abandoned Property Registration Fee

There shall be an annual fee for an abandoned property registration under SMC 17F.070.520 in the amount of two hundred dollars (\$200.00).

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:

10/06/2014

Date Rec'd	9/24/2014
Clerk's File #	FIN 2014-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	0410 - SET REVENUE HEARING

Agenda Wording

Setting public hearing on possible revenue sources for the 2015 budget for October 20, 2014.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2015 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting the City Council considers the actual levy adoption. Levy adoption must occur in time for the City to meet the November 30th deadline to file levy adoptions with the County (RCW 82.54.020).

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

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	None
Finance	DOLAN, PAM	Distribution List	
Legal	DALTON, PAT		tdunivant@spokanecity.org
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			