CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.

5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.

5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.

5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.

5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.

5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.

5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 27, 2016

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 BREEAN BEGGS
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS 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 entrance 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.	Purchase of one dump truck chassis and body from Freedom Truck Centers (Spokane, WA)—$224,096.38 (incl. tax). Gene Jakubczak	Approve	OPR 2016-0515
2.	Purchase of Duraseal tires on an "as-needed" basis from Goodyear Commercial Tire & Service Centers (Spokane, WA) using Washington State Contract #01712—$200,000 (incl. tax). Gene Jakubczak	Approve	OPR 2016-0516
3.	Purchase of retread tires on an "as-needed" basis from Wingfoot Tires Inc. (Spokane, WA) using Washington State Contract #00113—$250,000 (incl. tax). Gene Jakubczak	Approve	OPR 2016-0517
4.	Purchase of Broadcast Pix Video Production Switcher from VMI, Inc. (Sunnyvale, CA) for the City Council Chambers—$57,565.34 (incl. tax). John Delay	Approve	OPR 2016-0518 BID 4258-16

5.	**Multiple Family Housing Property Tax Exemption Agreement with Allegiance Properties, LLC/Robert A Gilles, Inc. (Spokane, WA) for eight new multiple family residential housing units located at 1007 West Carlisle Avenue. (Emerson/Garfield Neighborhood)** **Ali Brast**	**Approve**	**OPR 2016-0519**
6.	**Accept the 2016 Community Court Grant as a subcontractor to the Center for Court Innovation from July 1, 2016 to June 30, 2018, with funding supported by Grant #2015-DC-NY-K002 from U.S. Department of Justice, CFDA #16.738—$200,000 revenue.** **Mary Logan**	**Approve**	**OPR 2016-0520**
7.	**Washington State Department of Transportation American Disabilities Act Curb Ramp Agreement, Browne Street - 3rd Avenue to Spokane Falls Boulevard—$345,618. (Riverside Neighborhood)** **Brandon Blankenagel**	**Approve**	**PRO 2016-0027** **ENG 2014149**
8.	**Contract Amendment with Spokane Public Facilities District for the improvement of the Division Street Triangle to include a contribution by the Parking System Fund—$25,000. (Riverside Neighborhood)** **Dave Steele**	**Approve**	**OPR 2015-0754**
9.	**Change Orders with MWHC Constructors and Slayden Construction Group, a joint venture (Bellevue, WA), for Pre-construction Services for the Next Level of Treatment at the Riverside Park Wastewater Reclamation Facility to transfer budget from construction to preconstruction services for the payment of sales tax, travel, partnering and other direct reimbursements as well as the addition of a 10% administrative reserve—increase of $625,155 for a total contract cost of $2,361,337. The increase includes an administrative reserve of $236,134, which is 10% of the contract price, which will be set aside.** **Mike Taylor**	**Approve**	**OPR 2015-0834**
10.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2016-0002**
	b. Payroll claims of previously approved obligations through _____, 2016: $_____.		**CPR 2016-0003**
11.	**City Council Meeting Minutes: _____, 2016.**	**Approve All**	**CPR 2016-0013**

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)

APPOINTMENTS	RECOMMENDATION	
Arts Commission: One Appointment	Confirm	CPR 1981-0043
North Monroe Corridor Advisory Board: Nine Appointments	Confirm	CPR 2016-0033

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35411 General Fund – Municipal Court
FROM: Department of Justice, $200,000;
TO: Various Accounts, same amount.

(This action adds revenue and corresponding expenditure accounts to the Municipal Court budget for the Community Court Grant through the Center for Court Innovation. This action will also create one FTE – Community Program Coordinator.)
Mary Logan

ORD C35412 Utilities Fund
FROM: Legal - Project Employees, $40,945;
TO: Utilities Fund – Attorney Assistant (from 0 to 1 position) and Various Accounts, same amount.

(This action changes an Attorney Assistant position from project to full-time with zero cost impact to the current budget.)
Elizabeth Schoedel

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2015-0059 For the deposit of General Fund positive annual budget variances and other non-recurring General Fund revenues to General Fund Contingency Reserve. Gavin Cooley

ORD C35387 Relating to the Spokane Employees Retirement System amending Spokane Municipal Code sections 3.05.020, 3.05.030, 3.05.035, 3.05.040, 3.05.120.
Phillip Tencick

ORD C35407
OPR 2016-0458 Approving an easement between the Park Board and Avista Corporation.
Leroy Eadie

ORD C35408 Relating to the establishment of new exempt positions; amending section 3.07.330 of the Spokane Municipal Code.
Council Member Stratton

ORD C35409 Relating to Executive and Administration Organization; amending section 3.01A.205 of the Spokane Municipal Code; adopting a new section 3.01A.195 of the Spokane Municipal Code.
Council Member Stratton

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35413 Relating to the downtown parking and business improvement area; amending sections 4.31.030, 4.31.070, 4.31.080, 4.31.090, and 4.31.140 of the Spokane Municipal Code.
Council President Stuckart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 27, 2016

(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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The June 27, 2016, Regular Legislative Session of the City Council is adjourned to July 11, 2016.

Note: The regularly scheduled City Council meeting for Tuesday, July 5, 2016, has been canceled. (There is no meeting on Monday, July 4, 2016, due to the recognized observance of the July Fourth Holiday.)

NOTES

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/14/2016
		Clerk's File #	OPR 2016-0515
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	GENE JAKUBCZAK 625-7865	**Project #**	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	**Bid #**	GRANT COUNTY
Agenda Item Type	Purchase w/o Contract	**Requisition #**	RE# 18038
Agenda Item Name	5100 - FLEET PURCHASE OF DUMP TRUCK CHASSIS & BODY		

Agenda Wording

Authorize purchase of one (1) dump truck chassis and body from Freedom Truck Centers (Spokane, WA) - $224,096.38 including tax

Summary (Background)

On 4/29/15 Grant County Dept. of Public Works awarded a contract (#15-167) to Freedom Truck Centers, Inc. resulting from a 2015 bid. This dump truck chassis and body will be used by the Sewer Department to replace a unit in the Sewer Department Fleet that has reached the end of its economic service life. This truck is utilized to transport sludge from the Wastewater Treatment Plant.

Fiscal Impact		Budget Account
Expense	$ 224,096.38	# 4320-43220-94000-56404
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 6/13/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	WHITNEY, TYLER	GJAKUBCZAK	
Additional Approvals		TAXES & LICENSES	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
June 13, 2016

Subject
Purchase of one truck chassis and dump body from Freedom Truck Center of Spokane for $224,096.38 including tax.

Background
This purchase is through a ride-on with a Grant County bid and contract.

Impact
This truck chassis and dump body are being purchased by Fleet Services for the Sewer Department to replace a unit in the Sewer Department fleet that has reached the end of its economic service life. This truck is utilized to transport sludge from the Wastewater treatment plant.

Action
Recommend approval.

Funding
Funding is available in the Sewer Department's 2016 replacement budget.

For further information, please contact Scott Simmons, Interim Director of Utilities Division 625-6584 or smsimmons@spokanecity.org.

FLEET SERVICES
MEMORANDUM

June 14, 2016

TO: PURCHASING DEPARTMENT

FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR

SUBJ: Dump Truck Chassis & Body – Ride-on to Grant County contract

This is an order for one dump truck chassis and body based on a Grant County bid.
This is a replacement unit for the Sewer Department.

Unit 428573
RE 18038

QTY	ITEM	EACH	TOTAL
	Truck Chassis		
1	2017 Western Star 4900FA Chassis	$123,350.00	$123,350.00
1	2017 model year price escalator	$2,800.00	$2,800.00
1	DD15 Engine 560HP – 1,850 ft. lbs.	$1,406.75	$1,406.75
1	18,000lb. front axle	($485.95)	($485.95)
1	46,000lb. rear axle w/lube pump	$323.00	$323.00
1	46,000lb. Haulmax suspension	$212.50	$212.50
1	Dual Hendrickson suspension	$10,580.00	$10,580.00
1	¼” frame insert	($180.00)	($180.00)
1	HD logger type bumper	$268.00	$268.00
1	385/65R-22.5 Tires w/alum. wheels	$725.00	$725.00
1	11R/22.5-16ply w/alum. wheels	$1040.00	$1040.00
1	Amber front fog lights	$205.00	$205.00
1	Sub-total	140,244.30	140,244.30
	Additional options not on Grany County contract		
1	Spot light over door	$161.00	$161.00
1	Four rear utility lights	$294.00	$294.00
1	Cab mounted heated mirrors	$640.00	$640.00
1	Elite heated drivers seat	$117.00	$117.00
1	Dash PTO switch	$63.75	$63.75
1	Radio AM-FM-WB-Blue tooth	$109.65	$109.65
1	34.8 CFM dual air compressor	$1,597.00	$1,597.00
1	Twin air dryer	$1,088.00	$1,088.00
1	1,750 sq. in. brass radiator	($958.00)	($958.00)
1	Delete front PTO adapter	($177.00)	($177.00)
1	Delete front extension	(218.45)	(218.45)
1	Engine oil sample fitting	$93.50	$93.50
1	4,400 CCA batteries	$107.05	$107.05
1	Trans.- 18 speed 18918 series	$750.00	$750.00
1	Taper leaf front springs	$222.00	$222.00
	Sub-total – truck chassis	**$144,133.80**	**$144,133.80**

	Dump Body		
1	Crysteel 12’ dump body	$59,457.00	$59,457.00
OPTIONS			
1	Model year price escalator	$2,518.00	$2,518.00
3	Deduct for 12’ body in lieu of 15’6” body	($4,999.00)	($4,999.00)
SUB-TOTAL		$56,976.00	$56,976.00
1	Provide 17’ 304 Stainless Steel Body in lieu of as bid	$4,672.00	$4,672.00
	Sub-total dump body	**$61,648.00**	**$61,648.00**
	TOTAL CHASSIS PLUS BODY	$205,781.80	$205,781.80
Tax	@ 8.9%	$18,314.58	$18,314.58
TOTAL		**$224,096.38**	**$224,096.38**

cc: Justin Anderson

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/14/2016
		Clerk's File #	OPR 2016-0516
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	GENE JAKUBCZAK 625-7865	**Project #**	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	**Bid #**	WA STATE CONTRACT
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VALUE BLANKET ORDER
Agenda Item Name	5100 - FLEET SERVICES ANNUAL SUPPLY OF DURASEAL TIRES		

Agenda Wording

Purchase of Duraseal tires on an "as needed" basis from GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS (Spokane, WA) using Washington State Contract #01712 - $200,000.00 including tax.

Summary (Background)

As a member of the Washington State Cooperative, State contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State contract is allowed a deeper discount from the manufacturer

Fiscal Impact		Budget Account
Expense	$ 200,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 6/13/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
June 13, 2016

Subject
The initiation of a Value Blanket (VB) with Goodyear Commercial Tire and Service Centers for the purchase of Goodyear Duraseal tires utilizing the terms of Washington State contract #01712 for $200,000.00 (tax incl.).

Background
This is an initiation of Value Blanket for Goodyear Duraseal tires. These tires are being utilized on refuse collection vehicles in the Solid Waste Mgt. Dept. Experience within the fleet has shown these tires reduce the incidents of flat tires and last longer than the tires used previously.

Impact
Continuing the purchase of these tires will reduce operating costs for the Solid Waste Mgt. Dept. refuse collection vehicles. Previously, tires have been purchased utilizing a competitive bid. The Washington State contract now has lower pricing.

Action
Recommend approval.

Funding
Funds are available in the Fleet Services Department budget.

For further information, please contact Scott Simmons, Interim Director of Utilities Division 625-6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/14/2016
		Clerk's File #	OPR 2016-0517
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	GENE JAKUBCZAK 625-7865	**Project #**	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	**Bid #**	WA STATE CONTRACT
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VALUE BLANKET ORDER
Agenda Item Name	5100 - ANNUAL SUPPLY OF MISC RETREAD TIRES		

Agenda Wording

Purchase of retread tires on an "as needed" basis from WINGFOOT TIRES INC (Spokane, WA) using Washington State Contract #00113 - $250,000.00 including tax.

Summary (Background)

As a member of the Washington State Cooperative, State contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State contract is allowed a deeper discount from the manufacturer

Fiscal Impact		Budget Account
Expense	$ 250,000.00	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 6/13/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	tprince	
For the Mayor	WHITNEY, TYLER	gjakubczak	
Additional Approvals		taxes & licenses	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
June 13, 2016

Subject
The renewal of the Value Blanket (VB) with Wingfoot Tires Inc. (Spokane Valley, WA) for miscellaneous retread tires to be purchased on as “as needed” basis by the Fleet Services Department using Washington State contract #0113. The estimated annual expenditure is $250,000 including tax.

Background
As a member of the Washington State Purchasing Cooperative, State contract pricing is available to the city through Wingfoot Tires Inc. The state contract represents the best price available to the city as the State Contractor is allowed a deeper discount through the manufacturers.

Impact
This VB is used to procure retread truck tires required to maintain the city’s equipment fleet.

Action
Approve the renewal of the annual VB blanket with Wingfoot Inc. for the supply of miscellaneous retread tires.

Funding
The estimated annual expenditure was included in the 2016 Fleet Services Department budget.

For further information, please contact Scott Simmons, Interim Director of Utilities Division 625-6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 06/27/2016		**Date Rec'd**	6/14/2016
		Clerk's File #	OPR 2016-0518
		Renews #	
Submitting Dept	COMMUNICATIONS	**Cross Ref #**	
Contact Name/Phone	JOHN DELAY 625-6355	**Project #**	
Contact E-Mail	JDELAY@SPOKANECITY.ORG	**Bid #**	4258-16
Agenda Item Type	Purchase w/o Contract	**Requisition #**	RE# 18063
Agenda Item Name	0330 - CHANNEL 5 PURCHASE OF BROADCAST PIX VIDER PRODUCTION		

Agenda Wording

Authorize purchase of Broadcast Pix Video Production Switcher from VMI, Inc. (Sunnyvale, CA)for the City Council Chambers - $57,565.34 including tax

Summary (Background)

On 5/16/16 sealed bids were opened to provide the City of Spokane Channel 5 with a Broadcast Pix Production Switcher and other miscellaneous cameras, etc. Two (2) bids were received with VMI, Inc. being the lowest responsive bidder. This purchase will replace the current computerized Broadcast Pix production switcher that is no longer being supported.

Fiscal Impact		**Budget Account**
Expense	**$** 57,565.34	**#** 1940-37330-18900-54201
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	CODDINGTON, BRIAN	**Study Session**	
Division Director	CODDINGTON, BRIAN	**Other**	Finance Committee
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	WHALEY, HUNT	tprince	
For the Mayor	WHITNEY, TYLER	jdelay	
Additional Approvals		taxes & licenses	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
CityCable 5

Subject:
Purchase of new Broadcast Pix Production Switcher, Sony Camera's and installation for the City Council Chambers. $52,833 using Comcast PEG Funds.

Background:
CityCable 5 is replacing the Broadcast Pix computerized production switcher and Sony Camera's for the City Council Chambers. This project replaces the current Broadcast Pix production which is the central production switcher for use in live meetings held in the City Council chambers. Current Council Chambers standard definition camera's will be replaced with low profile HD camera's. Installation will occur utilizing existing cabling. No prevailing wage work will be done.

Impacts:
This purchase will replace the current computerized Broadcast Pix production switcher that is no longer being supported with a new model. Upgrading that piece of gear with a newer model will reduce staff training and down time. The City Council Chambers camera's will replace outdated standard definition camera's with the same Sony HD camera's currently being used for remote productions. Both of these items will allow for a simple transition to HDTV when the City and Comcast choose to go in that direction.

Action:
Approval of this purchase to maintain and enhance City services.

For further information on this subject contact David Steele, Asset Management
Business & Development Services, 625-6064.

BROADCAST PIX VIDEO PRODUCTION SWITCHER AND SONY PTZ CAMERA PURCHASE & INSTALL
BID 4258-16 OPEN: 5/16/16

	VMI INC. 4005 S SULLIVAN RD VERADALE WA 99037 Tom Routt (509) 532-0118 trout@vmivideo.com	ADVANCED BROADCAST SOLUTIONS 811 S 192ND ST, #100 SEATAC WA 98148 Tom Arenz (425) 357-9725 tom@advancedbroadcastsolutions.com
Broadcast Pix GR-DT Granit Switcher with 11 SDI Inputs	$20,795.00/ea	$21,929.00/ea
Broadcast Pix 1000 CP 1 M/E Control Panel Alt Bid Option: BP913 Upgrade CP1000 $350 ** See Bid Response	$5,479.00/ea	$5,095.00/ea
Broadcast Pix 800/814 Sony Camera Control W/R54-22 Control	$1,495.00/ea	$594.75/ea
Grass Valley ADVC-G1 Scaler with SDI Output	$919.00/ea	$989.00/ea
Sony BRCZ330 HD PTZ Camera (4 ea)	$3,219.00/ea $12,876.00	$3,218.75/ea $12,875.00
Sony BRBKHDS2 SDI Output Boards (4 ea)	$1,449.00/ea $5,796.00	$1,608.25/ea $6,434.50
VADDIO 535-2000-231 Wall Mount Bracket (4 ea)	$161.00/ea $644.00	$161.25/ea $649.00
INSTALLATION – Installation of cameras and Broadcast Pix unit will utilize existing cables which are currently being used for SDI cameras and Broadcast Pix. The installation of cameras, scaler, Broadcast Pix, testing and final calibration of the cameras and Broadcast Pix to meet broadcast standards.	$4,829.00	$4,900.00
SUBTOTAL:	$52,833.00	$53,462.25
Shipping/Freight	$ 125.00	$ 200.00
Sales Tax – 8.7%	$ 4,607.34	$ 4,668.62
GRAND TOTAL:	$57,565.34	$58,330.87
Will Supplier accept credit card as payment form	YES	NO
Delivery	21 days FRO	30 days FRO

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/14/2016
		Clerk's File #	OPR 2016-0519
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	**Cross Ref #**	
Contact Name/Phone	ALI BRAST 625-6638	**Project #**	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4700 - MULTI FAMILY HOUSING - 1007 W CARLISLE AVENUE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Allegiance Properties, LLC/Robert A Gilles, Inc. for eight new multiple family residential housing units located at 1007 West Carlisle Avenue, Parcel Number 35072.6001. (Emerson/Garfield

Summary (Background)

Chapter 84.14 RCW authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

Approvals		Council Notifications	
Dept Head	MALLAHAN, JONATHAN	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 5/16/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	PICCOLO, MIKE	Engineering Admim	
For the Mayor	WHITNEY, TYLER	mpiccolo@spokanecity.org	
Additional Approvals		jmallahan@spokanecity.org	
Purchasing		kbecker@spokanecity.org	
		mhughes@spokanecity.org	
		abrast@spokanecity.org	
		htrautman@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Neighborhood Council)

Summary (Background)

Fiscal Impact		**Budget Account**
Select	$	#
Select	$	#

Distribution List

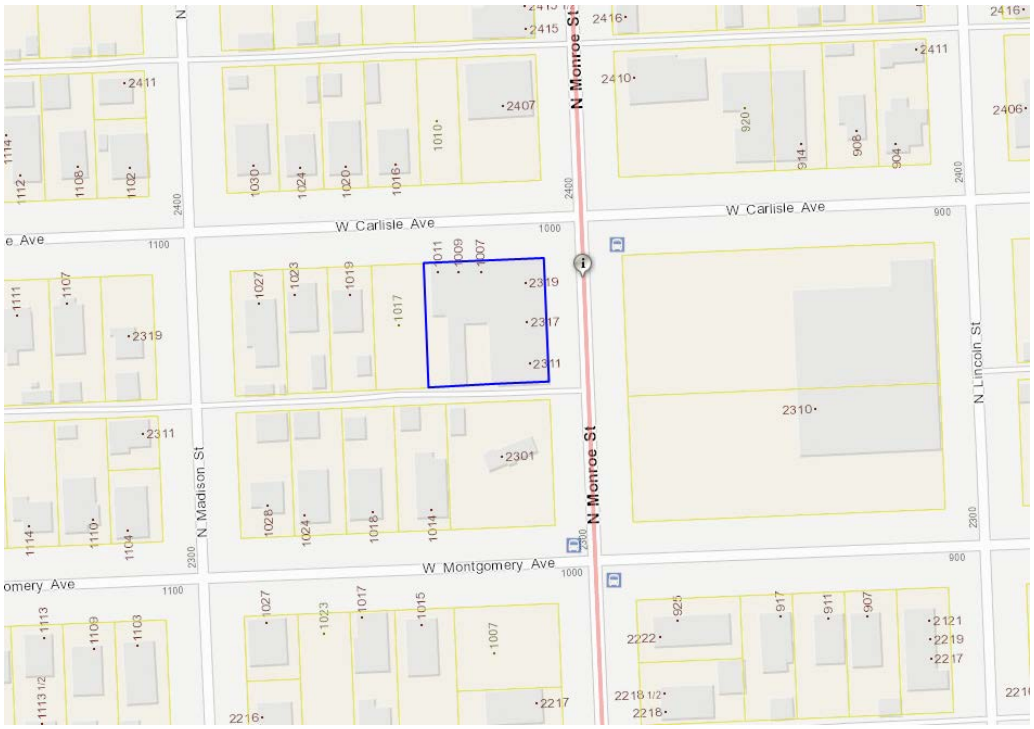
BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
May 16th, 2016

Subject:
A Multi-Family Tax Exemption Conditional Contract for one multi-family building with up to 8 units, located at 1007 W Carlisle

Purpose:
Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Allegiance Properties, LLC / Robert Gilles for a project of up to eight multiple family housing units at 1007 W Carlisle. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:
Allegiance Properties, LLC / Robert Gilles
MFTE target area: Monroe Corridor
Qualifying parcels: 35072.6001
Units: up to 8
Total Square Footage: 5,880
Average Sq Ft: 800 square feet
STA Routes: 124; across from bus stop
Affordable: attempting to meet affordable rate

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Recommendation:
Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Allegiance Properties, LLC/Robert A Gilles, Inc, as "Owner" whose business address is 1602 North Monroe Street.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LAUMANS ADD L1-2 B1

Assessor's Parcel Number(s) 35072.6001, commonly known as 1007 West Carlisle Avenue.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, up to eight new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 19 day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared KEVIN McKEE _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19 day of April, 2016.

JULIA T JENSEN
Notary Public
State of Washington
My Commission Expires
March 14, 2019

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 3/14/2019

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 19 day of April, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

_____

City Clerk

Allegiance Properties, LLC/
Robert A Gilles, Inc

By: Kevin McKee

Its: MANAGING PARTNER

Approved as to form:

_____

Assistant City Attorney

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P. 646.386.3100 F. 212.397.0985 courtinnovation.org

Greg Berman · Director

May 23, 2016

City of Spokane Municipal Court
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Attn: Mayor David Condon

Dear Mayor Condon,

We are pleased to confirm the appointment of the City of Spokane Municipal Court as a subcontractor ("Sub-Awardee") to the Center for Court Innovation (the "Center"), a project of the Fund for the City of New York (the "Fund"), in connection with the 2016 Community Court Grant Program for the implementation or enhancement, as the case may be, of a community court project. The funding (the "Funding") under this subcontract (the "Subcontract") is supported by grant # 2015-DC-NY-K002 from the U.S. Department of Justice, CFDA #16.738, and the Sub-Awardee was selected following a nationwide, peer-reviewed solicitation process.

1. Services: Sub-Awardee will provide the services, in accordance with the proposal application attached and labeled **Annex A**, to implement the community court project (the "Project") described in Annex A. Such services include without limitation the training and supervision of its own staff, coordination functions for development of the Project, collaborative activities with Project partners, and participation in technical assistance activities with the Center, all as further described in Annex A.

2. Persons in Charge: (a) The Center identifies Julius Lang, Director of Training and Technical Assistance, or his designee, as the member of the Center's staff who will have primary responsibility within the Center to supervise and coordinate the Center's rights and responsibilities hereunder with regard to the Center's provision of technical assistance for the Project and payment of the Funding.

   (b) Sub-Awardee identifies Timothy Sigler, Probation Officer at the Spokane Municipal Probation Department, as the member of its staff who will have primary responsibility to supervise and coordinate the performance of the Project, and to collaborate with the Center in the receipt of technical assistance. In addition, Timothy Sigler will be the primary point of contact of behalf of Sub-Awardee for fiscal matters. Substitution of said person(s) shall be made only with the approval of the Center. Failure to make such person(s) available to the extent necessary to perform the activities to implement the Project skillfully and promptly shall be a material violation of the terms of this Subcontract.

3. Term: (a) Sub-Awardee's appointment will run from July 1, 2016 to June 30, 2018, unless this Subcontract is (i) terminated at an earlier date by thirty (30) days written notice to Sub-Awardee from the Center; provided however, that any such termination notice will have been preceded by notice of intention to terminate with a 30-day opportunity to cure any breach hereunder, or (ii) extended in writing by an amendment signed by both parties.

(b) In the event of such termination, Sub-Awardee shall immediately cease the provision of all services hereunder, and the Center shall be liable to Sub-Awardee only for the services actually performed up to and including the effective date of the termination.

4. Compensation: As compensation for services, the Center will pay Sub-Awardee a total maximum amount of Funding not to exceed $200,000 in accordance with the budget attached and labeled **Annex B**. Notwithstanding any provision to the contrary in this Subcontract, if for any reason the U.S. Department of Justice or its Bureau of Justice Assistance (together, "BJA") shall not make available to the Center any portion of the Funding, the Center shall be under no obligation to make any disbursements to Sub-Awardee in excess of a prorated portion of the Funding that the Center actually receives from BJA for the Project. The failure of the Center to receive any portion of the Funding from BJA shall be deemed to be the failure of an essential condition for the Center's obligations under this Subcontract. Sub-Awardee shall have no claim or cause of action or commence any proceeding against the Center or BJA arising out of the failure of BJA to provide all or any portion of the Funding to the Center.

5. Invoicing & Payment: (a) Sub-Awardee shall submit to the Center a report of actual expenditures as compared to budgeted expenditures ("Invoice/Expense Statement"), no later than thirty (30) days following the close of each calendar quarter. Each Invoice/Expense Statement shall include a narrative explanation of any variances that exceed 10% of the budgeted amount. A sample Invoice/Expense Statement is attached and labeled **Annex C**. The Center shall review the invoices and supporting documentation as required, and may disallow for payment any charges which were not rendered, documented and/or authorized in accord with the terms of this Subcontract, or for failure to deliver any required service, deliverable, or work product. Failure to submit invoices in accordance with the provisions of this Subcontract may result in the termination hereof by the Center.

   (b) The Center will disburse Funding in quarterly installments provided that (a) the funds are made available to the Center pursuant to the Subcontract, and (b) Sub-Awardee has submitted all Invoice/Expense Statements required under this Subcontract. However, for the work performed during the quarter ending September 30th, an estimate of expenses must be provided in writing by the third business day of October. Invoice/Expense Statements will be payable under Net 30 day terms and should be mailed to the attention of the Fiscal Department at the Center for Court Innovation, 520 Eighth Avenue, 18th Floor, New York, NY, 10018.

6. Reporting: Sub-Awardee shall provide to the Center: (a) quarterly reports no later than ten (10) days following the close of each calendar quarter, briefly describing the Project and Sub-Awardee's activities relating thereto, and accounting for Funding expenditures made by Sub-Awardee during such period, in such form and containing such detail as may be reasonably acceptable to the Center and (b) such additional information or reports relating to the Project as the Center may reasonably request from time to time. A sample programmatic reporting template is attached and labeled **Annex D**.

7. Assurances: Sub-Awardee hereby represents and warrants that it has received and reviewed the terms and conditions of the Cooperative Agreement (grant 2015-DC-NY-K002) attached hereto and labeled as **Annex E**, including without limitation the Special Conditions attached thereto. As a recipient of Funding hereunder, Sub-Awardee agrees that all the work or services provided under this Subcontract shall be in full compliance with the terms of the Cooperative Agreement, and that Sub-Awardee shall

provide to the Center all information and documentation needed for reporting under the Federal Funding Accountability and Transparency Act (FFATA).

8. Independent Contractor Status: (a) Sub-Awardee and any of its agents and employees involved in the Project shall be deemed at all times to be an independent contractor, and Sub-Awardee is wholly responsible for the manner in which it performs the services and work requested by the Center under this Subcontract. Neither Sub-Awardee nor any of its agents or employees will hold themselves out as, or claim to be, officers or employees of the Center or the Fund nor make any claim to any right or privilege applicable to an officer or employee of the Center or the Fund, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit.

   (b) No experts or consultants or employees who are employed or engaged by Sub-Awardee to carry out the Project under this Subcontract will be employees of the Center or the Fund and will not otherwise be under contract to the Center or the Fund. Sub-Awardee shall be responsible for the experts', consultants' and employees' work, direction, compensation and personal conduct in connection with this Subcontract. Nothing in this Subcontract shall impose any liability or duty on the Center or the Fund for acts, omissions, liabilities or obligations of Sub-Awardee, or the acts, omissions, liabilities or obligations of any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent employed or engaged by Sub-Awardee, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security, or, except as specifically stated in this Subcontract, to any person, firm or corporation.

9. Indemnification Clause: Sub-Awardee shall indemnify, defend, save and hold harmless the Center and the Fund, its officers, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sub-Awardee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Sub-Awardee, as the subcontractor hereunder, to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Sub-Awardee from and against any and all claims. It is agreed that the Sub-Awardee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Subcontract, the Sub-Awardee agrees to waive all rights of subrogation against the Center and the Fund, its officers, officials, agents and employees for losses arising from the Project.

10. Intellectual Property: Sub-Awardee hereby agrees that material created in connection with the Project, including policy and procedure manuals, case studies, newsletter features, photographic images, etc. shall remain the property of its author or other owner, but the Center shall be permitted to highlight such material on its website, in the media and elsewhere in furtherance of its role as BJA's technical assistance provider for the Project and the 2016 Community Court Grant Program in

general. The provisions of this paragraph shall survive the expiration or termination of this Subcontract.

11. Notices: All notices, requests and other communications pursuant to this Subcontract shall be in writing, delivered by hand or sent by registered or certified mail, return receipt requested, or by Airborne Express, Federal Express, Express Mail or other overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted will be deemed to have occurred upon receipt, if hand delivered; five days from the date of mailing, if mailed; or the next business day after transmittal by Airborne Express, Federal Express, Express Mail or other overnight delivery service that provides a receipt to the sender. All notices and correspondence will be delivered to the following addresses and addressees, unless notified in writing of any change:

(a) **If to the Center:**

Center for Court Innovation
520 Eighth Avenue, 18th Floor
New York, New York 10018
Attention: Julius Lang, Director of Training and Technical Assistance

(b) **If to Sub-Awardee:**

City of Spokane Municipal Court
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Attn: Mayor David Condon
Phone #: (509) 622-5804
E-mail: tsigler@spokanecity.org

12. Consent to Jurisdiction/Forum Selection:
The Center, the Fund and the Sub-Awardee agree that all actions or proceedings arising in connection with this Subcontract shall be tried and litigated exclusively in the State and Federal courts located in the City of New York, State of New York. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Subcontract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the City of New York, State of New York shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Subcontract. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Subcontract. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

13. Audits: Sub-Awardee agrees to keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this Subcontract. Such books and records shall be kept available for examination by an independent auditor at all reasonable times and places during the period of this Subcontract and for six (6) years from the date of final payment. Any State, local government, Indian tribal government and nonprofit organization that expends $500,000 or more of total federal awards in a fiscal year is required to obtain a single audit conducted by an independent auditor in accordance with the Office of Management and Budget Circular A-133 and the Single Audit Act. If the Sub-Awardee has obtained an independent audit in accordance with the Single Audit Act, a copy of the most recent audit must be provided to the Fund upon execution of this Subcontract. Organizations and agencies that expend less than $500,000 in a year are exempt but records must be available for review or audit. If the Sub-Awardee is exempt from the requirements of the Single Audit Act, upon execution of this Subcontract, the Sub-Awardee must submit a letter to the Center/Fund stating that the A-133 requirements do not apply to the Sub-Awardee and the basis of the exemption.

If the terms and conditions of this Subcontract, as set forth in this letter, are acceptable to the Sub-Awardee, please sign two copies of this letter and return both with a copy of a completed W-9 form to the attention of the Fiscal Dept. at the Center for Court Innovation, 520 Eighth Avenue, 18th Floor, New York, NY 10018.

Sincerely,

Julius Lang
Director, Training and Technical Assistance
Center for Court Innovation

Confirmed & Accepted:

Mayor David Condon
City of Spokane

Date

Business Tax ID #

Telephone #

Approved as to form:

Assistant City Attorney

Approved:

Amy Kotler
Director, Finance & Administration
Center for Court Innovation

Date

For internal use only

Project Code: _____

Approved as to Form:

Grants Management & Financial Assistance

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/14/2016
		Clerk's File #	OPR 2016-0520
		Renews #	
Submitting Dept	MUNICIPAL COURT	**Cross Ref #**	
Contact Name/Phone	MARY LOGAN 622-5862	**Project #**	
Contact E-Mail	MLOGAN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0560 - COMMUNITY COURT GRANT		

Agenda Wording

Accept the 2016 Community Court Grant as a subcontractor to the Center for Court Innovation. The funding is supported by grant # 2015-DC-NY-K002 from U.S. Department of Justice, CFDA #16.738. This grant will run from July 1, 2016 to June 30, 2018.

Summary (Background)

This grant provides for an enhancement to our Community Court. This funding is meant to enhance the quality of life in the downtown area through expeditious and targeted processing of select misdemeanor offenses and reduce the overreliance on jail, improve defendants' lives and accountability by linking defendants with needed social, medical and restorative justice programs, and, to forge and strengthen partnerships to solve downtown area crime problems.

Fiscal Impact		Budget Account
Revenue	$ 200,000	# 0560-91202-99999-33316-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DELANEY, HOWARD	Study Session	PSC
Division Director	SZAMBELAN, SHELLEY	Other	
Finance	KECK, KATHLEEN	**Distribution List**	
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For the Mayor	WHITNEY, TYLER	tsigler@spokanecity.org	
Additional Approvals			
Purchasing			

Annex A
GRANT APPLICATION

CENTER FOR COURT INNOVATION

2016 Community Court Grant Program
Application Form

1. Applying for: (Check one)
   - ☐ Category 1: Implementation
   - ☒ Category 2: Enhancement

2. Name of applicant agency:
   City of Spokane Municipal Court

3. Name of court in which the project would be situated (e.g. Adams County District Court):
   City of Spokane Municipal Court

4. Point of contact for application process:
   Timothy Sigler

5. Title:
   Probation Officer

6. Organization:
   City of Spokane's Municipal Court Probation

7. Email address:
   TSigler@spokanecity.org

8. Phone number:
   509-622-5804

9. Mailing address:
   1100 W. Mallon Avenue
   Spokane, WA 99260

10. Financial point of contact (if different): Same as above

Name:

Title:

Organization:

Email address:

Phone number:

Mailing address:

11. Is the applicant agency currently a recipient of any federal grant funds? If so, please describe.

No.

12. Does the applicant agency currently have any pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation? If so, please complete the chart below. If additional space is required, please attach a separate document and indicate below.

No.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency

2016 Community Court Grant Program
Bureau of Justice Assistance/Center for Court Innovation

Agency Applicant: **Spokane City Municipal Court**

Time/Task Plan Template

Project Goals: 1) Enhance the quality of life in the downtown area through expeditious and targeted processing of select misdemeanor offenses in order to reduce the overreliance on jail for the target population; 2) Improve lives and accountability by linking defendants with needed social, medical and restorative justice programs; 3) Forge and strengthen partnerships to solve downtown area crime problems

Objectives	Activities/Tasks	Timeframe	Person Responsible
Hire Community Court Coordinator to strengthen community and service partnerships, guide expansion plan for SMCC, build comprehensive performance measurement and quality assurance system, provide general community education.	1) SMCC Judge to work with City of Spokane Human Resources to post, advertise and interview potential applicants.	1-3 months	Judge Mary Logan; SMCC team
	2) Position offered to candidate	3rd month	Judge Mary Logan & select SMCC team members
	3) Necessary training(s) completed by Coordinator	3-6 months	Court Administrator Howard Delaney
	4) Work with City of Spokane Court Administrator and SMCC team to develop standard data reports	6-9 months	Howard Delaney
	5) Meet with new and established providers to explore expansion efforts.	6-24 months	Coordinator, SMCC team.

	6) Oversee and monitor process and contract with WSU and CCI for validation and training on CCAT.	6-24 months	Coordinator, Howard Delaney, Judge Mary Logan.
	7) Identify problems (via data and survey) in new zones to be solved by expansion.	6-9 months	Coordinator, SMCC team
	8) Identify neighborhood within the city that will benefit from geographical expansion by attending neighborhood council meetings in all City precinct/ward.	6-9 months	Coordinator, SMCC team
	9) Present site reports to community stakeholders.	9-12 months	Coordinator, SMCC team
	10) Obtain City Council approval for geographical expansion	12 months	Coordinator, SMCC team
	11) Obtain new court site, establish providers, meet with business owners.	12-18 months	Coordinator, SMCC team
	12) Open new site	18 months	SMCC team
Implement and validate CCAT on SMCC client population	1) Develop contract with WSU and Dr. Zach Hamilton for	1-3 months	Judge Mary Logan and Howard Delaney.

	validation, training (with CCI & WSU) and support on CCAT.		
	2) Gather criminal history risk data	4-5 months	Coordinator, Howard Delaney and Dr. Zach Hamilton
	3) Develop MOUs with necessary agencies	3rd month	Coordinator, Judge Logan and SMCC team
	4) Pilot use of tool based on initial modeling, to include training and technical assistance provided by CCI and WSU.	6-12 months	Coordinator, City of Spokane Probation staff
	5) Perform CCAT validation	12-18 months	Dr. Zach Hamilton
	6) Ongoing training and quality assurance to control for drift from tool.	3-24 months	Coordinator, Dr. Zach Hamilton and CCI.

a. Statement of the Problem: Spokane is located in Eastern Washington on the Idaho border. It is the largest city between Seattle and Minneapolis, is home to four universities, and serves as a business and trade center between the Cascade and Rocky Mountains. Over the past decade, our regional criminal justice system has been struggling to address above average crime rates, jail overcrowding, racial and ethnic disparities, and a growing issue with quality of life crimes in the downtown corridor.

As the region continues to experience population growth, it is also witness to many urban realities facing other jurisdictions, including a shortage of social services, school and jail overcrowding. In contrast to national trends, Spokane has continued to experience an increase in violent, property and other crimes. The poverty rate in Spokane is currently 21.2%, approximately 1.5 times the state rate of 14.2%, and data collected from inmates at booking reveal 78% are unemployed. Spokane mirrors national jail trends and our jail currently operates at critical status for the majority of the year, with an average daily population of 965, in a facility built for 650. This increase results in a costly endeavor for Spokane, with Detention Services costing $40 million a year (2014 budget).

In 2013, the Spokane Police Department opened their Downtown Precinct, and the Spokane Municipal Community Court (SMCC) was launched in response to the challenges faced by many communities, including increasing jail populations and high rates of poverty, vagrancy, homelessness, downtown crime and disorder. The SMCC was established to serve the downtown corridor and the adjoining hospitals, and covers approximately 20 square miles.

The SMCC affords defendants the opportunity to address underlying challenges that may lead them to commit crime(s). The SMCC operates in our downtown Spokane City Library, and is focused on individualized justice, while ensuring accountability for the defendants and

community. This process stands in stark contrast to the historical and traditional court system, which operates as an offense-based system and strictly focused on case closure and time served.

While data shows that crime was down 14% in 2014 and 23% in 2015 in the downtown corridor (largely due to the SPD downtown precinct and SMCC), it has become evident over the past year that numerous gaps exist within the SMCC. These include a lack of housing for defendants, limited access to inpatient beds, lack of coordination of services, the need to expand the court to other geographical locations, and no locally normed and validated risk/needs assessment system for case management. To address these challenges, the SMCC is requesting enhancement support, which would allow us to hire a full-time Coordinator to address these gaps, and to work with the Center for Court Innovation (CCI) and Washington State University (WSU) to launch and validate the Criminal Court Assessment Tool (CCAT) for our population.

b. Project Design and Implementation

1) Goals and objectives of the project*:* Through technical assistance received by CCI and WSU, our team has built a program centered on the Community Court Common Principles (CCCP). The mission of the SMCC is to reduce and address quality-of-life offenses in the downtown area through a collaborative, problem-solving approach to crime. Via partnerships, the SMCC endeavors to hold defendants accountable, address factors impacting defendants' criminal behavior, improve the quality of life in the downtown area, address victim needs, and increase public confidence in the local criminal justice system. The SMCC has three core goals, with numerous measureable objectives that reflect the CCCP. These include:

Goal One: Enhance the quality of life in the downtown area through expeditious and targeted processing of select misdemeanor offenses in order to reduce the overreliance on jail for the target population. *This goal is aimed at providing accountability for defendants, and utilizing*

data to measure outcomes. Objectives include diverting 500 defendants for 35 different crimes per year, and reducing the use of jail (and associated costs) for the target population by 20%.

Goal Two: Improve defendants' lives and accountability by linking defendants with needed social, medical and restorative justice programs. *This goal targets collaborative problem solving for defendants, and provides for procedural fairness and limited individualized justice.* Objectives include; 1) ensuring that defendants will be properly referred, linked and engaged with social services within a 48-hour period from court appearance; 2) 45% of defendants referred to social services will make initial contact and first appointment; 3) 40% of defendants referred to community service will complete assigned projects.

Goal Three: Forge and strengthen partnerships to solve downtown area crime problems. *This goal specifically targets collaboration and community engagement. We have worked closely with downtown merchants, the Spokane City public library and neighborhood groups in development of the SMCC.* The objective for this goal is to have the Community Court Advisory Board (CCAB) conduct quarterly meetings for purposes of data review and building/forging necessary partnerships.

Over the past year, the SMCC team has recognized that our lack of a validated risk/needs tool impedes our understanding and effective case management of offenders. Our ability to reach a true state of individualized justice is limited due to the lack of this tool. In addition to the lack of the validated risk/needs tool, various team members on the SMCC currently dedicate approximately 2.5 days per week towards the operation of the Community Court. As the SMCC continues to grow in target population and geographical areas reached, the team finds itself continually struggling to maintain current operations and to forge new partnerships with service providers. The addition of a designated SMCC Coordinator will allow us to ensure that the

Community Court Common Principles are thoroughly adhered to.

2) Describe the planning process to be followed and how the community will be involved: The SMCC engaged in a deliberate planning process for two years prior to the launch of the program. This included the Judge and SMCC team participating in community meetings and events held in downtown neighborhoods. As a result, the SMCC obtained information regarding communities' priorities involving public safety, views on their neighborhoods' strengths and resources, thoughts on the court system and community court in particular. In November 2013, the SMCC engaged CCI to assist in the development of a strategy to enhance the SMCC. As part of the strategy development, CCI conducted a needs assessment of the Downtown community. The community needs assessment included data analysis, stakeholder interviews, focus groups, public forums and participation in numerous community meetings. These findings were used to shape the first year of operations.

As we seek to strengthen the program through the addition of further services, securing necessary housing for clients, and expanding in geographical reach, the community will play an important role in shaping the services and outreach of the court. There are numerous active community groups, including our local NAACP, Smart Justice Spokane and the Spokane Alliance. The Coordinator will work with each of the these groups to arrange Town Hall meetings with impacted neighborhoods to explore the idea of expansion.

3) Describe the tentative program design of the project.

Estimated caseload: The SMCC intends to serve 500 defendants each year of the project. The addition of the Coordinator and adoption of the CCAT will allow us to expand services and geographical reach, further move our system from an offense based to offender based system, and will drive caseload supervision standards for probation staff and volunteers.

Eligibility: Those that are eligible for participation in SMCC is limited to individuals who: (a) are charged with non-violent quality of life gross and simple misdemeanor crimes; (b) have no prior criminal sex related crimes; and (c) commit any eligible crimes within the geographical area. Enrollment in SMCC requires the consent of the defendant, defense counsel, city prosecutor and the judge, and charges include gross and simple misdemeanors. Charges are typically considered "quality of life crimes" and include such charges as thefts, prostitution, disorderly conduct, and sitting/lying on sidewalk in business areas.

Points of Eligibility: The SMCC process begins with contact by law enforcement. Spokane Police Department (SPD) officers are trained to divert individuals to service providers in SMCC and use citations as the last option. If an officer determines that caution/referral would not work due to public safety demands, officers cite defendants directly to Community Court. They are provided with a brochure and court date within a week from the date of the incident.

Once a citation is filed, the prosecutor obtains an electronic copy of the report to review for probable cause and SMCC eligibility. The public defender is expected to determine all lawful defenses and determine whether a recommendation to SMCC is appropriate for eligible clients. After review, the public defender enters into negotiations with the prosecutor.

Currently, Municipal Probation staff use an internally developed risk and needs screening form. Staff is cognizant of the limitations of this method, as it is an open-question format, there has been no validation of the tool, data is not entered into a database, and the tool is not scored. Under this grant, the SMCC seeks to adopt, implement and locally validate the CCI CCAT tool for use in Spokane.

Interventions: Responses are customized for each defendant. Depending on need, defendants may be required to engage in or referred to any of the following: chemical

dependency and/or mental health treatment; housing, gaining valid identification, accessing welfare benefits or medical insurance, education, medical, veteran services, job training, health and dental care, social security, community service and transitional programs. Emergency needs related to housing, health, mental health and financial support are made as soon as they are identified.

Community Service: The assignment of community service work and sites is individualized, and depends on the program tier that the defendant is assigned to. Most defendants are required to complete community service at the geographical jurisdiction where the crime is committed, which can range from 8 hours to upwards of 24 hours.

Role of the community: The SMCC team engages weekly in community-based outreach by attending client staffings with local hospitals, treatment agencies, fire departments, homeless shelters and housing providers. The team speaks to universities, high schools, clubs, organizations, community centers, and many other client advocacy agencies to the best of their ability. The team also reports to the Mayor's cabinet, City Council, and Spokane City business and community leaders.

Case management process: A significant gap in our current operations is the lack of a validated risk/needs assessment tool that can guide proper case management. The launch of this tool will allow us to more accurately assess defendants and case management can become targeted on the offender rather than being offense driven. While we have many service providers and volunteers in the SMCC, there is a current lack of integration and individualization.

Judicial supervision: As a member of the Court Team, the judge presides over the court proceedings, monitors appropriate application of sanctions and incentives, ensures, and provides education and outreach to the community. The Judge is trained in the CCCPs, the 10 Key

components, is knowledgeable of trauma informed care, and communication in the language of culture of poverty.

Incentives and Sanctions: The SMCC is focused on encouraging behavioral change through the proper use of incentives and sanctions. Incentives are used to motivate participants to continue their efforts at recovery and includes; verbal praise from the judge, a round of applause, a reduction in the number of required court appearances, certificates, recreational opportunities, presentation of inspirational stones at graduation ceremony and dismissal of criminal charges. Sanctions are used to hold participants accountable and to bring participants back into compliance with the rules and requirements of the court. SMCC recognizes relapse as a part of recovery.

Under this proposal, the Coordinator will collect and monitor data on the proper use of incentives and sanctions, and will provide the team with quarterly updates to ensure that the team is not tending too heavily towards the use of sanctions vs. incentives. The Coordinator will also seek further community donations for incentives, and work to individualize the incentives and sanction process for offenders.

Requirements for program completion: The SMCC is divided into three tiers, in order to address the needs of each individual client. We anticipate that once the CCAT is adopted and in use, and through data review provided by the Coordinator, that the tier system may be adjusted depending on client needs. The current structure is as follows:

Tier One: Lower risk/need individuals who commit quality of life crimes and exhibit minimal needs to be addressed by formal treatment. They are required to enter into a 4-week Stipulated Order of Continuance (SOC), complete community service, and commit no criminal violations.

Tier Two: Generally homeless individuals with significant health challenges, various needs, and

are over-utilizers of Hospital Emergency Departments. Tier two clients enter a 6-month SOC and receive a case manager from the Spokane Hotspotters team, which includes Better Health Together, Providence Consistent Care, and Frontier Behavioral Health.

Tier Three: Assigned volunteer case managers to guide them through the SMCC process, complete community service and follow the case management plan for approximately three months.

Legal or other dispositions for program completion: There are two primary completion avenues for clients, which includes graduation or revocation. Graduation occurs when there has been compliance with the SOC. The Judge presents certificates and a keepsake river rock inscribed with an inspirational word. Revocation occurs if participants commit new crimes or flagrantly refuse to comply with the conditions of the SOC, despite several acts of encouragement and incentives to do so.

c. Capabilities and Competencies:

1) Team members include the following: Judge, Prosecutor, Defense Attorney, Probation Manager, various treatment providers and law enforcement. All team members are required to receive training in the SMCC model, attend a "Communicating in the Culture of Poverty" course, and must be familiar with motivational interviewing skills. Core team members include:

The SMCC Judge interacts with the participants in a more personal manner with defendants, focusing on their strengths and motivating for behavior change through incentives and sanctions. The Judge is trained in MI techniques, and utilizes these skills when a participant is struggling in court, in order to re-focus the client. The Judge holds discretion on final outcomes of incentives, sanctions and case closures.

The Prosecutor is responsible for reviewing cases for probable cause, determining a

Defendant's eligibility to participate in Community Court, and to actively participate in staffing of cases. While focused on accountability, the Prosecutor embraces jail alternatives and help in the way of connecting the participant to service providers that are co-located at the Community Court.

The Assistant Public Defender (PD) diligently reviews police reports and charging documents to ensure compliance with all extant laws and the constitution. The goal is to identify a resolution that best addresses the defendant's needs.

Municipal Court Probation Officers (PO) The PO's conduct screening and assessment on each participant, participate in weekly staffing, make treatment recommendations to the Court and provide electronic home monitoring and drug testing..

The Spokane Police Department (SPD) serves as the primary law enforcement agency for the City of Spokane that responds to calls for service, investigates and arrests individuals suspected of committing criminal offenses in the City. As a member of the SMCC Court Team the assigned Downtown Precinct Captain acts as liaison between the program and the SPD Officers assigned to the downtown corridor. The Captain participates in the SMCC closely and has been trained in de-escalation, CIT, CPTED, and utilizes a community policing model in place downtown.

Community Connections Volunteers help new participants navigate the SMCC by making connections with the right people in the service provider room, and provide some limited case management for Tier III clients.

2) Effective Communication: The SMCC team uses all electronic means of communication for coordination of services. The integrity of the team relies on its ability to communicate through rapid response electronic means. Currently, the team lacks an assigned member to coordinate

communication to the maximum potential, and requests for new public presentations, additional engagement with service providers and data requests are spread across team members in addition to standard duties.

3) Describe the project's key organizational partners: The SMCC has a *Provider Resource Room* available each Monday before and during the operation of the court session. There are 41 different rotating providers; volunteer organizations and state agencies available to support and referrals for SMCC clients, although those not criminally charged can also access the resource room. Each provider has internal review processes to monitor service delivery. Due to current staffing limitations, the SMCC has no ability to monitor the quality and effectiveness of service delivery. This grant would address this limitation through the creation of the Coordinator position, which will be charged with creating a quality assurance process for all providers. Current key organizational partners include the following:

1) Spokane Addiction Recovery Centers (SPARC): SPARC provides co-occurring screening, assessment, placement, treatment and follow-up. Staff are credentialed Chemical Dependency Professional and Chemical Dependency/Mental Health Professionals. Two SPARC staff attends weekly SMCC sessions to offer on-site services with follow-up treatment & case management support, and they have provided service since the inception of the court in 2013.

2) Providence Consistent Care (PCC): Provides individualized medical Care Coordination services using a holistic model of caring. The program focus is on those individuals with high emergency department utilization, many of who are the poor and most vulnerable in our community. PCC has been involved with the SMCC since 2013. Two PCC staff attend the SMCC and provide a table in the Resource room. The PCC hosts a biweekly community planning meeting for the "Hotspotters" program utilized by the SMCC.

3) Catholic Charities of Spokane - Bringing Recovery into Diverse Groups through Engagement and Support (BRIDGES) program. The BRIDGES program works to stabilize our most difficult, highest utilizing population including the chronically homeless, chemically dependent and disabled. The BRIDGES program is limited serving 1-2 SMCC clients per month. Staff attend court every Monday to provide a resource table, and have been involved with the court since 2013. Staff consists of Housing, Employment and Veterans Specialists, as well as a Peer Navigator.

4) Goodwill Industries of the Inland Northwest – Supportive Services for Veteran Families (SSVF) Program. Currently, the SSVF acts as a Rapid Re-housing service for homeless Veterans who present at SMCC. Services include case management, connection with needed resources, and housing plans. The program is built to serve 450 Veterans a year (for all of the Spokane region) and has worked with SMCC since 2015. Two staff attend court each week. All case managers have degrees and are trained in Housing First, MI, Trauma Informed Care, Culture of Poverty, Conflict Resolution, and De-escalation Tactics.

5) State of Washington Department of Licensing (DOL): The Eastern Region DOC attends SMCC weekly, and provides guidance for individuals to obtain, renew, or receive a duplicate identification. The DOL has been active with the SMCC since 2013. Services are only available once per month.

6) Women's Hearth/Transitions (WHT): Provides case management for homeless females in need of housing or access to services, and to date have provided services to 20 female clients. WHT provides a Licensed Mental Health Counselor for court each Monday and has been involved in the program since the inception.

d. Plan for Data Collection and Sustainability: The SMCC has access to E-Case

Management, which can maintain identified variables necessary to manage the operation of the court and build performance measures. The data that we will collect, but are not limited to includes:

- client demographics
- date of enrollment
- number of screenings
- charging offense
- criminal history
- drug abuse history
- treatment history
- employment status and history
- completion of community service
- financial circumstances
- education
- drug test results
- level and type of treatment
- compliance
- scheduled court appearances
- attendance at court appearances
- relapse
- new arrests
- sanctions imposed and incentives conferred
- graduation or termination

Data collection, input, and creation of standardized reports will be the responsibility of the SMCC Coordinator. The Coordinator will work with the team and providers to create a comprehensive quality assurance (QA) system to monitor for program challenges, adherence to best practices, and to measure program outcomes. The Coordinator will also complete audits of case files and electronic records to determine if CCATs are completed within prescribed time frames, and monitor overrides, referral rates and service completion.

Describe how operations will be maintained: We expect that adopting the tool, combined with the Coordinator position will actually decrease the impact on our criminal justice system. Because the cost of incarceration far exceeds the strategies outlined in this proposal, we anticipate that there will be additional jail beds saved from the use of the CCAT and the on boarding of the Coordinator position. It is anticipated that the savings from saved jail beds can be redirected towards permanent funding for the Coordinator. Throughout the first 18 months of operations, City administrative officials will monitor outcomes and associated criminal justice system savings (both 'hard' and 'soft') resulting from the position and use of the tool.

Agenda Sheet for City Council Meeting of: 06/27/2016		**Date Rec'd**	6/13/2016
		Clerk's File #	PRO 2016-0027
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	
Contact Name/Phone	BRANDON 625-6419	**Project #**	2014149
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - WSDOT ADA CURB RAMP AGREEMENT		

Agenda Wording

Washington State Department of Transportation (WSDOT) American Disabilities Act (ADA) Curb Ramp Agreement, Browne Street - 3rd Avenue to Spokane Falls Boulevard. (Riverside Neighborhood Council)

Summary (Background)

WSDOT is preparing a pavement preservation (grind and overlay) project on the Division Street/Browne Street/Ruby Street corridor in 2017. In addition to pavement grind and overlay, WSDOT is responsible to update ADA along the corridor. This includes 39 curb ramps to be updated between 3rd Avenue and Spokane Falls Boulevard. The City is coordinating with WSDOT to deliver the "Division Street Gateway, 3rd Avenue to Spokane Falls Boulevard" project ($3,600,000.00) ahead of the WSDOT paver. The City

Fiscal Impact		**Budget Account**
Neutral	**$** 345,618.00	**#** 3200 95093 95100 56501
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW 6/6/16
Finance	KECK, KATHLEEN	**Distribution List**	
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		jahensley@spokanecity.org	
		jlargent@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

project will place curb bumpouts and landscaping along Division Street. As the City work is similar in nature to the ADA curb ramp updates required by WSDOT, they (WSDOT) have requested that the City incorporate the Browne Street ADA ramp updates into the design and contract with the Division Street Gateway project.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Washington State Department of Transportation

Memorandum

October 27, 2015

TO: Keith Metcalf, Eastern Region
Dan Sarles, North Central Region
Lorena Eng, Northwest Region
Kevin Dayton, Olympic Region
Don Whitehouse, South Central Region
Kris Strickler, Southwest Region
Craig Stone, Toll Division Director
Todd Trepanier, AWV Program Administrator
Julie Meredith, SR 520 Program Director

FROM: Linea Laird, P. E. Chief Engineer
Assistant Secretary of Engineering & Regional Operations
(360) 705-7032

SUBJECT: **Project Delivery Memo 15-03 (Revised) – Pavement Alteration Projects Going to Ad after November 1, 2015**

Effective November 1, 2015, this Project Delivery Memo supersedes Project Delivery Memo 15-03 dated July 21, 2015.

PURPOSE AND DIRECTION

Background

Title II of the Americans with Disabilities Act (ADA) prohibits state and local governments from discriminating against persons with disabilities or from excluding participation in or denying the benefits of programs, services, or activities to persons with disabilities. It is under this Title that WSDOT is updating its ADA Transition Plan. The ADA Transition Plan is intended to outline the methods by which physical or structural changes will be made in order to comply with the nondiscrimination policies described in Title II. The Transition Plan specifies the schedule for taking the steps necessary to achieve compliance with the ADA and identifies actions that will be taken during each year of the transition period.

Overall funding for pavement preservation has decreased significantly. Consequently, WSDOT is faced with limited funds available to preserve our pavement infrastructure, while the number of past due lane miles is increasing each year. Therefore, we are using a functional approach to tie ADA compliance to our pavement preservation program. Keeping the focus of the purpose and need for the preservation program on pavement restoration, we will be maximizing our return on investment. The purpose of this memo is to standardize the evaluation criteria for existing curb ramps (not newly constructed) on our pavement preservation projects. This will enable us to consistently address and ensure funding for curb ramps that are in the greatest need of replacement, rather than those that are functional, but may be slightly imperfect. Curb ramps triggered by an alteration project will be addressed at the same time as, or prior to, our paving preservation project completion. The approach described in the remainder of this memo will allow WSDOT's funding to go further.

ACCESSIBILITY CRITERIA

Existing Curb Ramp Evaluation Criteria

The Accessibility Criteria for Curb Ramps in *Design Manual* section 1510.09(2) states WSDOT's policy requirements for constructing curb ramps. On a preservation paving project, an **existing** curb ramp does not need to be upgraded if it meets the accessibility criteria for curb ramps in the *Design Manual*, with the following modifications:[1]

- The clear width of curb ramps and their landings shall be **3 feet** minimum, excluding flares.
- A curb ramp running slope up to **10%** is permitted with up to a six inch rise when necessary due to space limitations (e.g., R/W, buildings, etc.)[2]
- A landing shall be provided that is at least **3 feet** minimum length by **3 feet** minimum width.
- Beyond the curb face where the bottom of a curb ramp or landing meets the gutter, a clear space of **3 feet** minimum width by **4 feet** minimum length shall be provided in the roadway that is contained within the width of the crosswalk and located wholly outside the parallel vehicle travel lane.

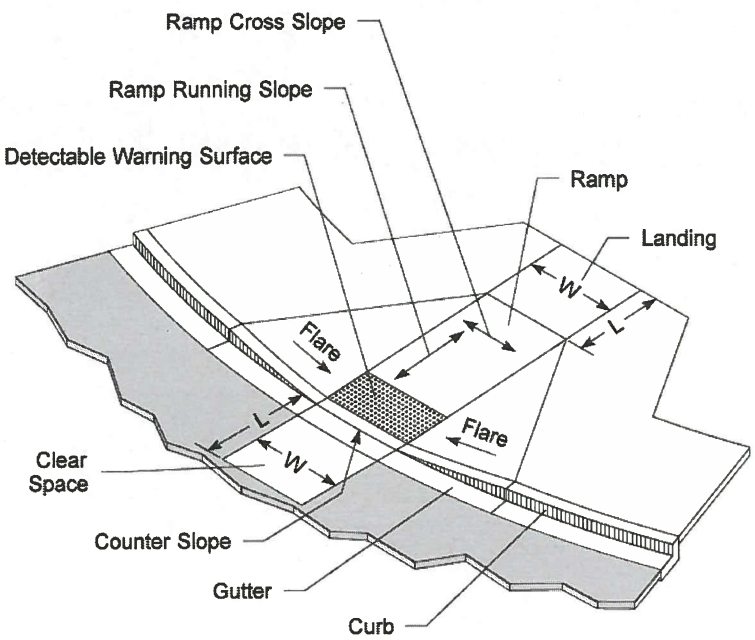

Figure 1

DEFINITIONS OF ADA TERMS

Alteration

Resurfacing a roadway affects the usability of a crosswalk and is an alteration that triggers the requirement to add, upgrade, or retrofit curb ramps at that crosswalk location. Examples of resurfacing include, but are not limited to, the following treatments or their

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[1] *Design Manual* sections 1510.09(2)(f), (g), (h), and (i) apply as written.
[2] 2010 ADA Standards for Accessible Design section 405.2

equivalents: addition of a new layer of asphalt (with or without milling); reconstruction; concrete pavement rehabilitation and reconstruction; open-graded surface course; micro-surfacing; cape seals; double chip seals; and in-place asphalt recycling.

For further guidance, refer to the following document: *Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of the ADA Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing* (http://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta.cfm).

Maintenance
Treatments that serve solely to seal and protect the road surface, improve friction, and control splash and spray are considered to be maintenance activities because they do not significantly affect the public's access to or usability of the road. Some examples of the types of treatments that would normally be considered maintenance are: restriping lanes and restoring pavement markings; crack filling and sealing; surface sealing; chip seals; slurry seals; fog seals; scrub sealing; joint crack seals; joint repairs; dowel bar retrofit; spot high-friction treatments; diamond grinding; and pavement patching.

In some cases, the combination of several maintenance treatments **occurring at or near the same time** may qualify as an alteration and would trigger the obligation to provide or upgrade curb ramps (e.g., a chip seal followed by a slurry seal, double chip seal). Preleveling to fill wheel ruts is considered a maintenance activity when the new pavement width is less than half of the lane width.

Curb Ramp Truncated Dome Retrofit
Curb ramp retrofits include adding truncated domes to an existing curb ramp to bring it into compliance with the criteria contained in this memo.

Curb Ramp Upgrade
Curb ramp upgrades include installation of a new curb ramp or replacement of an existing curb ramp in compliance with *Design Manual* Chapter 1510.

Triggers
The upgrade or retrofit of a curb ramp is triggered when the marked or unmarked crosswalk it serves is altered. The ramps in Figure 2 that service the circled crosswalks are triggered by the shaded pavement alteration.

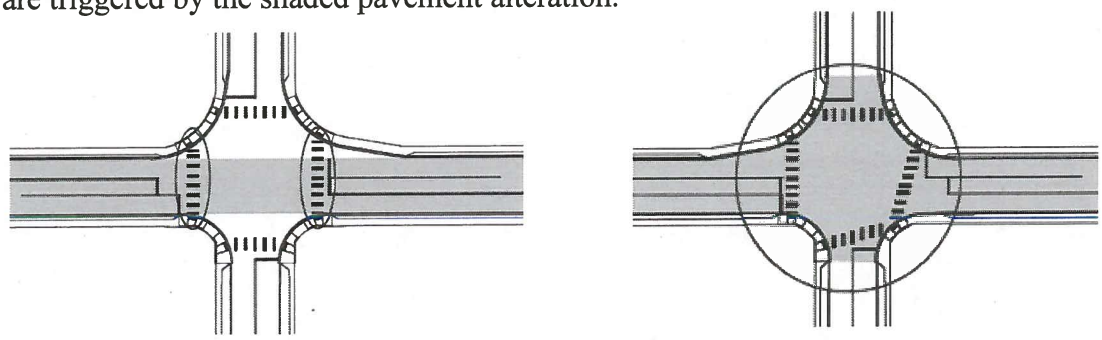


Figure 2

Projects Affected
These policy changes affect Pavement Restoration and Roadway Preservation projects. The following project types, with their corresponding design matrix rows, are included in this guidance:

Project Type	Matrix Row(s)
Milling with HMA Inlays	(1-4) (2-4) (3-3) (4-3) (5-3)
HMA Overlays	(1-5) (2-5) (3-4) (4-4) (5-4)
PCCP Single Lane Rehab	(1-6)

Direction
Pavement Preservation Projects: For projects going to Ad after September 1, 2015, curb ramp truncated dome retrofits and curb ramp upgrades need to be either:

1. Combined with a pavement preservation project, or
2. Completed preceding the project.

Curb ramps that meet the existing curb ramp evaluation criteria described in this memo are not required to be upgraded, but must be retrofitted with truncated domes, if none exist.

The direction provided in this memo is the **minimum** requirement for addressing curb ramps triggered by a preservation project. It is not intended to replace sound judgment when including additional curb ramp work where appropriate. Regions should coordinate with CPDM and the appropriate ASDE to receive concurrence on including additional ADA work beyond the minimum enforceable requirement.

ACTIONS REQUIRED

Development Division
Provide appropriate Design/Project Development approvals based on the guidance in this memo.

Capital Program Development & Management Office (CPDM)
Develop scoping instructions for the I-2 ADA Program and the P1-Preservation Program consistent with the guidance in this memo.

Regions
Follow the guidance outlined in this memo.

cc:

Region Project Development Engineers
Region Construction Engineers
Region Program Managers
Region Traffic Engineers
Pasco Bakotich
Jay Alexander
Nancy Boyd
Jeff Carpenter
Chris Christopher
Kathleen Davis
Kara Larsen
John Milton
John Nisbet
Mike North
Larry Watkinson

GCB 2392
Exhibit A
Cost Estimate

ADA Upgrades: SR2/Browne Street

Description	Quantity	Unit	Unit Cost	Total Cost
ADA Ramp	39	Each	$6,000.00	$234,000.00
Design @ 20%				$ 46,800.00
Sales Tax @ 8.7%				$ 20,358.00
Construction Engineering @ 15%				$ 35,100.00
Contingencies @ 4%				$ 9,360.00
Total Agreement Cost				$345,618.00

GCB 2392
Exhibit B
Description of Work

1. LOCAL AGENCY agrees to follow all standards as shown in attached STATE Memo dated October 27, 2015.
2. Any deviations to the above referenced standards shall be submitted to STATE for approval at least thirty (30) days before the scheduled Ad date. All deviations shall be documented in the design documentation package and provided to STATE.
3. All deviations which are necessitated by unforeseen circumstances during construction shall be submitted for approval before ADA ramps are installed.
4. STATE will review and comment within 2 working days of the submittal of the above deviation.
5. All Work shall be completed by the LOCAL AGENCY and its assigned contractors by July 15, 2017.

STATE Participating Agreement Work by Local Agency - Actual Cost		Local Agency and Address City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3343
Agreement Number GCB 2392		Section/Location SR2, Spokane River Bridge to SR 90 Browne St.
State Route Number 2	Control Section Number 3200	Description of Work Upgrade existing sidewalk curb drops to current ADA Standards
PS&E Due Date		

STATE	LOCAL AGENCY
State Agency Representatives	Local Agency Representatives
Name Larry Larson, P.E.	Name Dan Buller
Title Project Engineer	Title
Address Washington State Department of Transportation Eastern Region 2714 N. Mayfair St. Spokane, WA 99207	Address City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3343

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work for the STATE as described above under Description of Work and/or as further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for the LOCAL AGENCY to include the requested Work in the LOCAL AGENCY's construction contract for the state route improvement, and

WHEREAS, the STATE is obligated for the cost of the Work described herein,

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

1.1 The LOCAL AGENCY, on behalf of the STATE, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the STATE. The combination of the STATE's Work and the LOCAL AGENCY's improvements hereinafter constitute the Project.

1.2 As indicated below, the LOCAL AGENCY or the STATE shall provide the PS&E for the Work.

1.2.1 ☐ LOCAL AGENCY provided plans, specifications and cost estimates (PS&E) for the Work.

The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the STATE's standards, if applicable and specified by the STATE. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.

1.2.2 ☐ STATE provided plans, specifications and cost estimates (PS&E) for the Work.

If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, the LOCAL AGENCY, at its sole discretion, may proceed without the STATE Work included with the LOCAL AGENCY's improvements. The STATE agrees to reimburse all LOCAL AGENCY costs incurred up to and as a result of the STATE's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.

1.3 The LOCAL AGENCY will incorporate the STATE's Work or Work PS&E into the LOCAL AGNECY's PS&E for the LOCAL AGENCY's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. The LOCAL AGENCY will document LOCAL AGENCY-performed engineering design work required to incorporate the Work or Work PS&E into the LOCAL AGENCY's PS&E (Design Documentation). The LOCAL AGENCY shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. The LOCAL AGENCY will provide the STATE with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.

1.4 The LOCAL AGENCY will provide the STATE with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The STATE will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide the LOCAL AGENCY with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the STATE shall include the reasons for conditional approval or rejection. The STATE may request an extension of time in writing, provided that the LOCAL AGENCY receives the written request not later than fifteen (15) working days after the STATE has received the Ad ready PS&E. The LOCAL AGENCY shall provide a written response, indicating the number of working days extended, if any.

1.5 If the LOCAL AGENCY does not receive the STATE's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if the LOCAL AGENCY cannot accept the STATE's condition(s) of approval, or if the STATE has not acquired all right of way and permits required to construct, maintain, and operate the Work, the LOCAL AGENCY may, at its sole discretion, delete the Work from the Project and advertise the LOCAL AGENCY's improvements. The STATE agrees to reimburse the LOCAL AGENCY for engineering costs and actual direct and related indirect costs incurred by the LOCAL AGENCY associated with either the LOCAL AGENCY or STATE deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. BID, AWARD, AND COST ADJUSTMENTS

2.1 The LOCAL AGENCY will advertise the Project for bids. The LOCAL AGENCY will be the STATE's representative during the Ad and Project contract award period. When requested by the LOCAL AGENCY, the STATE shall timely assist the LOCAL AGENCY in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the LOCAL AGENCY.

2.2 If the STATE is responsible for preparing the Work PS&E, the STATE agrees to provide the LOCAL AGENCY with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.

2.3 The LOCAL AGENCY shall provide the STATE with written notification of the bid price for the Work. The STATE shall have five (5) working days from the date of written notification to provide the LOCAL AGENCY written approval of the bid price for the Work, or request the Work be deleted from the Project. The STATE may request an extension of time in writing, provided that the LOCAL AGENCY receives the written request not later than five (5) working days after the STATE has received the written notification. The LOCAL AGENCY shall provide a written response indicating the number of working days extended, if any.

2.4 The STATE acknowledges that if it fails to provide the LOCAL AGENCY with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the LOCAL AGENCY shall delete the Work from the Project. In this event, the STATE agrees to reimburse the LOCAL AGENCY for engineering costs and actual direct and related indirect costs incurred by the LOCAL AGENCY associated with deleting the Work from the Project. The STATE understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the LOCAL AGENCY for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.

2.5 If the STATE approves the bid price for the Work and the LOCAL AGENCY does not award or execute the Project contract, but thereafter re-advertises the Project for bids, the LOCAL AGENCY agrees to pay all LOCAL AGENCY costs to re-advertise the Project. The STATE agrees that the LOCAL AGENCY is not responsible for increased bid prices or delay to the Work or other impacts to the STATE resulting from re-advertising the Project.

2.6 If the STATE approves the bid price for the Work and the LOCAL AGENCY does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The STATE agrees that the LOCAL AGENCY is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the STATE resulting from not awarding the Project.

3. CONSTRUCTION

3.1 The LOCAL AGENCY will be the STATE's representative during construction and will act as owner in the administration of the contract for the Work. The LOCAL AGENCY will designate a LOCAL AGENCY Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.

3.2 The STATE may consult with and inquire of the LOCAL AGENCY Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The STATE shall not provide direction, directly or indirectly, to the LOCAL AGENCY's contractor. All formal contacts between the STATE and the contractor shall be through the LOCAL AGENCY's representative.

3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.3, the LOCAL AGENCY shall consult with the STATE on possible courses of action within three (3) working days in accordance with Section 4.

3.4 The STATE may inspect the Work. Any costs for such inspection shall be borne solely by the STATE. All contact between said inspector and the contractor shall be only through the LOCAL AGENCY's inspector or the LOCAL AGENCY's representative.

4. CONTRACT CHANGES

4.1 The LOCAL AGENCY shall be responsible to obtain from the STATE prior written approval for all revisions, deviations, change orders, extra work orders, and changes to the plans and specifications previously approved by the STATE for the Work.

4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

4.3 The STATE authorizes the LOCAL AGENCY to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The STATE agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.

4.4 The LOCAL AGENCY will advise the STATE of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The LOCAL AGENCY will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.

4.5 The STATE may request additions to the Work through the LOCAL AGENCY in writing. The LOCAL AGENCY will implement the requested changes as elective changes, provided that a change does not negatively impact

the LOCAL AGENCY's transportation system and complies with the, Project permits, state and/or federal law, applicable rules and/or regulations, and does not unreasonably delay critically scheduled Project contract activities.

4.6 All elective changes to the Work shall be approved in writing by the STATE before the LOCAL AGENCY directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The STATE agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.

4.7 The LOCAL AGENCY will make available to the STATE all change order documentation related to the Work.

4.8 In the event it is determined that the STATE does not have sufficient funds to complete the Work, the LOCAL AGENCY and the STATE shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the LOCAL AGENCY will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The STATE agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. PROJECT COMPLETION AND ACCEPTANCE

5.1 After physical completion of the Project, but prior to the STATE's final acceptance of the Work as defined in the LAG Manual, the LOCAL AGENCY shall provide the STATE with one set of as-built drawings and material acceptance certification documents for the Work. The as-built drawings shall be prepared in accordance with the current edition of the STATE's Construction Manual (Section 10-3.11).

5.2 Work acceptance: the LOCAL AGENCY and STATE will perform a joint final inspection. The STATE agrees, upon satisfactory completion of the Work, receipt of the as-built drawings and a Notice of Physical Completion of the Work, as determined by the LOCAL AGENCY, to deliver a letter of acceptance to the LOCAL AGENCY which shall include a release of the LOCAL AGENCY from all future claims or demands of any nature resulting from the performance of the Work and LOCAL AGENCY's administration thereof, within state-owned right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the LOCAL AGENCY in administering the Work.

5.3 If a letter of acceptance is not received by the LOCAL AGENCY within ninety (90) calendar days following delivery of the as-built drawings and a Notice of Physical Completion of the Work to the STATE, the Work and LOCAL AGENCY administration thereof shall be considered accepted by the STATE, and the LOCAL AGENCY shall be released from all future claims and demands of any nature resulting from the performance of the Work and the LOCAL AGENCY's administration thereof, within state-owned right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the LOCAL AGENCY in administering the Work.

5.4 The STATE may withhold its acceptance of the Work by submitting written notification to the LOCAL AGENCY within twenty (20) calendar days following delivery of the as-built drawings and a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance. The Parties will work together in good faith to resolve the STATE's issues.

6. PAYMENT

6.1 The STATE, in consideration of the faithful performance of the Work performed by the LOCAL AGENCY and its contractor, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.

6.2 The LOCAL AGENCY shall provide detailed invoices to the STATE for the Work performed by the LOCAL AGENCYV and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the STATE agrees to make payment within thirty (30) calendar days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

6.3 Reimbursement by the STATE under this Agreement includes payment of federal aid. All Work to be performed hereunder shall be subject to compliance with applicable sections of Title 23 U.S. Code. Upon request by the STATE, the LOCAL AGENCY shall provide certifications supporting each invoice that affirms such compliance with federal requirements.

6.3 **State Fiscal Year End Closure Requirements (chapter 43.88 RCW):** Any invoices for Work performed between July 1 and June 30 of any given year must be submitted to the STATE no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the LOCAL AGENCY is unable to provide an invoice for such Work by this date, an estimate of all remaining payable costs owed by the STATE for Work performed by the LOCAL AGENCY prior to July 1 must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The LOCAL AGENCY will thereafter submit any remaining invoices to the STATE for such Work as soon as possible. Failure to comply with these requirements may result in delayed payment. The STATE shall not be required to pay to the LOCAL AGENCY late payment fees, interest, or incidental costs incurred by the LOCAL AGENCY or any other costs related to a delayed payment if the Party fails to comply with the invoice requirements of this Section.

6.4 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than twenty-five (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

7.1 The STATE hereby grants to the LOCAL AGENCY and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the STATE has an interest for the purpose of constructing the Work.

8. CLAIMS

8.1 Claims for Additional Payment

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, the LOCAL AGENCY will immediately notify the STATE of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The STATE shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the LOCAL AGENCY in administering the Work.

8.1.3 The STATE shall have the right to review and comment on any settlement for claims associated with the Work. However, the LOCAL AGENCY shall have the ultimate right to settle such claims. In the event the STATE does not agree with the claim settlement as negotiated by the LOCAL AGENCY, the STATE shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the STATE and the LOCAL AGENCY on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.

8.1.4 If the LOCAL AGENCY agrees, the STATE may defend contractor claims associated with the Work at its own cost, and in doing so, the STATE agrees to pay any resulting settlement, court judgment or arbitration award. The LOCAL AGENCY will cooperate with the STATE in the STATE's defense of the claims. The STATE agrees to reimburse any LOCAL AGENCY costs, including attorneys' fees, incurred in providing such assistance in accordance with Section 6.

8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the STATE's right of way, the STATE shall defend such claims and hold harmless the LOCAL AGENCY therefrom, and the LOCAL AGENCY shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from the LOCAL AGENCY any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by the LOCAL AGENCY's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

9.1 Upon acceptance of the Work as provided in Section 5, the STATE shall be the sole owner of that portion of the Work located within the state-owned right of way, and the STATE shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to the LOCAL AGENCY.

9.2 LOCAL AGENCY facilities constructed on state-owned right of way, if any, shall be owned by the LOCAL AGENCY, and the LOCAL AGENCY shall be responsible for the operation and maintenance of such facilities at the LOCAL AGENCY's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

10.2 Termination: Neither the LOCAL AGENCY nor the STATE may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.

10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the STATE agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.

10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

10.3 Independent contractor: The LOCAL AGENCY shall be deemed an independent contractor for all purposes, and the employees of the LOCAL AGENCY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the LOCAL AGENCY, its employees, authorized agents, or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

10.5 Acceptance of Liability: The STATE agrees and accepts full liability for (1) the STATE PS&E provided for the Work to the LOCAL AGENCY, if any; and (2) for any Work the STATE has provided direction to the LOCAL AGENCY to design and/or construct inside the state-owned right of way that does not meet STATE standards.

10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.

10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The LOCAL AGNECY and the STATE shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

10.8 Venue: 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 agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs.

10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the LOCAL AGENCY for a period of six (6) years. The STATE shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the STATE require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the STATE pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.

10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By: _____	By: _____
Name: _____	Name: Mike Frucci, P.E.
Title: _____	Title: Acting Regional Administrator
Date: _____	Date: _____
Approved as to form	**Approved as to form**
By: _____	By: _____
Name: _____	Name: Ann E. Salay
Title: _____	Title: Senior Assistant Attorney General
Date: _____	Date: _____

Attest

City Clerk: _____

Date: _____

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/14/2016
		Clerk's File #	OPR 2015-0754
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	**Cross Ref #**	
Contact Name/Phone	DAVE STEELE 625-6064	**Project #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	1450 - CONTRACT AMENDMENT-SPOKANE PUBLIC FACILITIES DISTRICT		

Agenda Wording

Contract amendment with Spokane Public Facilities District for the improvement of the Division Street Triangle to include a $25,000.00 contribution by the Parking System Fund. (Riverside Neighborhood Council)

Summary (Background)

The City's Parking Advisory Committee approved the contribution of $25,000.00 to the overall cost of the project, and the 2015 project agreement between the parties did not capture those additional dollars in the original contract.

Fiscal Impact		Budget Account
Expense	$ 25,000.00	# 1460 21200 94000 56501 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PCED 6/20/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	WHITNEY, TYLER	dsteele@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		jahensley@spokanecity.org	
		jlargent@spokanecity.org	

BRIEFING PAPER

Asset Management Group

Tuesday, June 14, 2016

Subject:

Contract amendment for the improvement of the Division Street Triangle to include a $25,000 contribution by the Parking System Fund.

Background:

The City of Spokane agreed under OPR 2015-0754 to participate in the redevelopment of the Division Street / Spokane Falls Boulevard Intersection by providing $200,000 of Parking System Revenues and $15,000 from the UDRA.

This contract should have reflected the commitment by the Parking Advisory Committee to contribute an additional $25,000 out of the 2015 Parking System Fund. This amount was discussed and supported by a vote of the PAC on February 24th, 2015.

Impact:

This amendment and subsequent payment to the PFD will finalize the funding for the project and meet the Parking Funds commitments to the project

Action:

Approval of the contract amendment

For further information on this subject contact David Steele, Asset Management 625-6064.

City Clerk's No. OPR 2015-0754

City of Spokane

CONTRACT AMENDMENT

Improvement of the Division Street Triangle Landscaped Area

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("**City**"), a Washington municipal corporation, and **SPOKANE PUBLIC FACILITIES DISTRICT**, whose address is 720 West Mallon Avenue, Spokane, Washington 99201 as ("**District**").

WHEREAS, the parties entered into a Contract wherein the **District** *agreed to facilitate the improvements to the Division Street Triangle, and the* **City** *contributed funding towards the Improvement of the Division Street Triangle Landscaped Area ("Project") for the City; and*

WHEREAS, additional funds are necessary from the **City** *to complete the Project, thus the original Contract needs to be formally Amended by this written document; and*

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.
The Contract, dated September 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 13, 2016.

3. ADDITIONAL WORK.
The City's Parking Advisory Committee approved the contribution of $25,000 to the overall cost of the Project, and the 2015 Project agreement between the parties did not capture those additional dollars in the original Contract.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND AND NO/100 DOLLARS** (**$25,000.00**) for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Amendment document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

SPOKANE PUBLIC FACILITIES DISTRICT **CITY OF SPOKANE**

By_____
Signature Date

_____
Type or Print Name

_____
Title

By_____
Signature Date

Tim Dunivant
Type or Print Name

Director of Finance and Administation
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

16-541

CITY OF SPOKANE	**Agenda Sheet for City Council Meeting of:** 06/27/2016	**Date Rec'd**	6/15/2016
		Clerk's File #	OPR 2015-0834
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	
Contact Name/Phone	MIKE TAYLOR 625-6307	**Project #**	
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - MWHC PRECONSTRUCTION SERVICES AMENDMENT		

Agenda Wording

Addition of contingency, sales tax and direct reimbursables budget for preconstruction services on the Next Level of Treatment

Summary (Background)

This contract amendment is a transfer of budget from construction to preconstruction services for the payment of sales tax, travel, partnering and other direct reimbursables as well as the addition of a 10% administrative reserve.

Fiscal Impact		**Budget Account**
Expense	**$** 625,155	**#** 4340-43387-94000-56501-14323
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	MILLER, KATHERINE E	**Other**	PWC 6/13/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	WHALEY, HUNT	lmoon@spokanecity.org	
For the Mayor	WHITNEY, TYLER	kheatherly@spokanecity.org	
Additional Approvals		pmtaylor@spokanecity.org	
Purchasing			

BRIEFING PAPER
MWHC Preconstruction Services Amendment
DATE: June 8, 2016

Subject:
Scope amendments to the Preconstruction Services "Not to Exceed" portion of work on the GC/CM Construction Contract (OPR 2015-0834) for services including preconstruction travel and direct reimbursables, Washington state sales tax on preconstruction services, and the addition of a 10% administrative reserve to the new total contract value.

Background:
In September of 2015 the City awarded MWH Constructors a contract for $1.9M in Preconstruction Services contract and a future $126M in construction contingent upon performance appraisal at that time. Since the Council approval of the preconstruction phase, a few discrepancies have come to our attention and we need to reconcile them at this time.

- ***Contract Change Proposal (CCP) 5*** - The City's RFFP explicitly stated that travel expenses during preconstruction were directly reimbursable and not to be included in the contractor's proposals for this phase of the work *(see attached).* **$217,400**

- ***CCP 6*** - The City has been advised that all GC/CM services, including those performed during preconstruction, are subject to Washington state sales tax *(see attached).* **$171,621**

- ***Administrative Change*** - In transferring the budget to the City's financial system, the contractually obligated administrative reserve was not included. **$236,102**

The Preconstruction Services "not to exceed" contract amount should have originally included:
- proposed expenses
- proposed direct reimbursables
- sales tax
- contingency

Impact:
The City's budget for this program is $190M. This budget includes $153M for the MHW contract (preconstruction services ($2M), construction ($126M), sales tax, ($11M), and a 10% contingency ($14M)).

All three (3) of these amendments totaling **$625,123** are a use of the Owner's construction contract contingency, which has yet to be utilized. All uses of the Owners contingency are documented and reported to the Council by the City's Program Management Team monthly.

This amendment has no impact on the overall budget for this project and these items are included in the current program budget for construction.

Action:
The Program Management Team recommends council approval of contract contingency for the addition of (1) reimbursable expenses during preconstruction, (2) sales tax and, (3) a 10% preconstruction contingency for this portion of the work.

For further information on this subject contact Kara Heatherly x6988

Riverside Park Water Reclamation Facility (RPWRF)

Next Level of Treatment Project Management Office

CCP No. 1

Contract No. A133-2007

City Project RFP No. 4170-15

Contract Change

Project Title: City of Spokane, Riverside Park Water Treatment Facility - Next Level Treatment

GC/CM Contractor: MWH Constructors, Inc & Slayden Construction Group, Inc. JV

Change Proposal Request (CPR)

To Contractor: In connection with the above contract with City of Spokane, Please furnish your proposal for the following changes(s).

CPR Title: City of Spokane to provide Other Direct Reimbursables

City of Spokane and its GC/CM Contractor, (MWH), mutually agreed to increase their budgeted dollars for Other Direct Reimbursables, including travel.

Issued By: **P. Michael Taylor, P.E., Program Director, NLT** **Date:** 6-14-16

printed name signature

Field Authorization (FA) / Construction Change Directive (CCD) (strike out one) **Optional**

When signed, this is an order to execute the above changes to avoid undue delay or stoppage of work. When final costs are available, complete the remainder of this Contract Change Proposal/Order prior to invoicing.

THE COST OF THE CHANGE SHALL NOT EXCEED **$217,400.00** WITHOUT PROPER AUTHORIZATION FROM THE CITY OF SPOKANE

Contractor: **Michael Haarman, Vice President** Date:

printed name signature

City of Spokane

Program/Project Mgr **P. Michael Taylor, P.E., Program Director, NLT** Date:

printed name signature

Contract Change Proposal (CCP)

To: City of Spokane

Two-hundred seventeen thousand four hundred dollars and zero cents **$ $217,400.00**

Written Amount (Washington State Sales Tax is Included) **ADDITION / ~~DEDUCTION~~**

(strike out one)

The forgoing amount covers all costs associated with this change order. All other provision of the contract remain in full force and effect. We understand that no invoices incorporating the amount of this change will be honored prior to the performance of the work specified and return of the fully executed Change Order.

An addition of 0 calendar days is requested.

If a time extension is required, a justification must be provided, otherwise the extension will not be allowed.

CCP Cost estimate detail sheet attached: **See enclosed documentation to this CCP**

Contractor: **Michael Haarman, Vice President** **Date:**

printed name Signature

A/E Recommendation

We have carefully examined this proposed change and find it to be in order and the cost to be reasonable. We therefore recommend its acceptance.

N/A Date:

Firm Name Printed Name Signature

Change Order

☐ City of Spokane hereby accepts the foregoing proposal and authorizes the performance and invoicing of the changes specified.

☐ This is a Change Order Directive, and constitutes a Unilateral Change Order if no signature of Contractor is provided. Contractors Notice of Rejection shall be received within 7 days of receipt of this Unilateral Change Order. Failure to respond shall constitute Contractor's acceptance of the terms of the Unilateral Change Order.

This instrument constitutes a Change Order only when an Authorizing Signature and Change Order Number is affixed below.

Project Manager/Construction Manager

City of Spokane Date:

Printed Name Signature

Authorized By:

Contractual Date:

Authorized Rep. Signature

For use by City of Spokane, Wastewater Department, Administration, Contracts Department Only

Executed Change Order Number

(Change Order Number shall be used for Billing)

City of Spokane, Wastewater Management
Contract Change Summary Sheet

PROJECT: City of Spokane, Riverside Park Water Treatment Facility - Next Level Treatment
SUBMITTED BY: P. Michael Taylor, P.E., Program Director, NLT
SUBJECT: Contract No. A133-2007 **CITY OF SPOKANE RFP NO:** 4170-15
CREATE DATE: 6/14/2016

ROUTE TO:	CONTACT NAMES: (Others – Please List and add names as necessary)	INITIALED AND DATED: (Indicates Approval)	COMMENTS: (Feel free to comment at any stage in the routing process)
6			
5			
4			
3			
2	COS PM, Integration Capital Mgmt	6/14/16 KH	
1	COS NLT Prgm Mgr	MT 6/14/16	staff reviewed and approved

CCP Detail/Justification/Conversation:

City of Spokane to provide Other Direct Reimbursables

CCP Detail/Justification/Conversation:

City of Spokane and its GC/CM Contractor, (MWH), mutually agreed to increase their budgeted dollars for Other Direct Reimbursables, including travel.

Reason For Change (Pick only One):

- ☐ Administrative
- ☐ Errors and Omissions Civil Engineering
- ☐ Errors and Omissions Electrical Engineering
- ☐ Errors and Omissions Mechanical Engineering
- ☐ Errors and Omissions Structural Engineering
- ☐ Errors and Omissions Other Factors
- ☐ Owner Requested
- ☐ Regulatory Compliance
- ☐ Unforeseen Conditions

Owner Contingency Usage

☑ Owner Contingency

Owner Const. Contingency Budget	$	13,696,200.00
Owner Pre-Con Contingency Budget	$	-
Owner Const. Cont. CCP	$	217,400.00
Owner Pre-Con Cont. CCP	$	-
Prev. Owner Const. Contingency Costs	$	-
Previous Owner Pre-Con Cont. Costs	$	-
Remaining Owner Const. Contingency	$	13,478,800.00
Remaining Owner Pre-Con. Contingency	$	-

Time (In calendar Days)

Contract Time	0	in calendar days
Previously Changed	0	in calendar days
Currently Changed	0	in calendar days
Revised Contract Time:	0	in calendar days

GC/CM Contingency Usage

☐ GC/CM Contingency

Project Contingency	$	-
Previously Used (include tax)	$	-
Currently Used (include tax)	$	-
Total Remaining:	$	-

Funding:

Heatherly, Kara

From: Prince, Thea
Sent: Tuesday, May 10, 2016 2:15 PM
To: Heatherly, Kara
Subject: FW: RFFP #4170-15 RPWRF Next Level of Treatment GC/CM
Attachments: RFFP 4170-15 - Insurance Requirements Exhibit.pdf

Importance: High

Here is the original e-mail sent to Mr. Peterson

Thea Prince
Senior Buyer
City of Spokane
(509) 625-6403
tprince@spokanecity.org

From: Prince, Thea
Sent: Friday, September 11, 2015 12:57 PM
To: 'Tom-Peterson@Hoffmancorp.com'
Cc: Taylor, Mike; Wahl, Connie; Hendron, Lars
Subject: RE: RFFP #4170-15 RPWRF Next Level of Treatment GC/CM
Importance: High

Dear Mr. Peterson:

Regarding preparation of your Firm's Final Pricing Proposal due September 14, 2015 regarding the Spokane RPWRF Next Level of Treatment GC/CM, please note these four (4) minor clarifications:

1. "Total Estimated GC/CM Contract Sum" on the Fee Proposal Form is the same as "Contract Sum" defined in the AIA Document A133.

2. Attached is the Insurance Requirements Exhibit referenced in Article 8 of AIA Document A133 and Article 11 of AIA Document A201. These requirements are the same as provided in Section 13.6 of RFQ 4155-15

3. Concerning the Pre-Construction Services Estimate, travel expenses ARE REIMBURSEASBLE and, therefore, not part of the Personnel Rates.

4. You are not limited to listing seven (7) individuals on the Pre-Construction Services Estimate Form. You may add lines by hand to list additional staff, if desired.

Thank you,

Thea A. Prince | City of Spokane | Sr. Buyer
808 W. Spokane Falls Boulevard, Spokane, WA 99201
509.625.6403| tprince@spokanecity.org

GO HAWKS!!

Heatherly, Kara

From: Prince, Thea
Sent: Tuesday, May 10, 2016 2:14 PM
To: Heatherly, Kara
Subject: FW: RFFP #4170-15 RPWRF Next Level of Treatment GC/CM
Attachments: RFFP 4170-15 - Insurance Requirements Exhibit.pdf

Importance: High

Here is the original e-mail sent to Mr. Lavoie

Thea Prince
Senior Buyer
City of Spokane
(509) 625-6403
tprince@spokanecity.org

From: Prince, Thea
Sent: Friday, September 11, 2015 12:56 PM
To: 'blair.M.Lavoie@mwhglobal.com'
Cc: Taylor, Mike; Wahl, Connie; Hendron, Lars
Subject: RFFP #4170-15 RPWRF Next Level of Treatment GC/CM
Importance: High

Dear Mr. Lavoie:

Regarding preparation of your Firm's Final Pricing Proposal due September 14, 2015 regarding the Spokane RPWRF Next Level of Treatment GC/CM, please note these four (4) minor clarifications:

1. "Total Estimated GC/CM Contract Sum" on the Fee Proposal Form is the same as "Contract Sum" defined in the AIA Document A133.

2. Attached is the Insurance Requirements Exhibit referenced in Article 8 of AIA Document A133 and Article 11 of AIA Document A201. These requirements are the same as provided in Section 13.6 of RFQ 4155-15

3. Concerning the Pre-Construction Services Estimate, travel expenses ARE REIMBURSEASBLE and, therefore, not part of the Personnel Rates.

4. You are not limited to listing seven (7) individuals on the Pre-Construction Services Estimate Form. You may add lines by hand to list additional staff, if desired.

Thank you,

Thea A. Prince | City of Spokane | Sr. Buyer
808 W. Spokane Falls Boulevard, Spokane, WA 99201
509.625.6403| tprince@spokanecity.org

GO HAWKS!!

Riverside Park Water Reclamation Facility (RPWRF)

Next Level of Treatment Project Management Office

CCP No. 2

Contract No. A133-2007

City Project RFP No. 4170-15

Contract Change

Project Title: City of Spokane, Riverside Park Water Treatment Facility - Next Level Treatment

GC/CM Contractor: MWH Constructors, Inc & Slayden Construction Group, Inc. JV

Change Proposal Request (CPR)

To Contractor: In connection with the above contract with City of Spokane, Please furnish your proposal for the following changes(s).

CPR Title: City of Spokane to provide Sales Tax Contingency

City of Spokane and its GC/CM Contractor, (MWH), mutually agreed to increase their budgeted dollars for a Sales Tax Contingency. While this ruling is under review, our legal counsel, Perkins Coie, has advised the City of Spokane to budget the costs of Sales Tax while the exemption is under review.

Issued By: **P. Michael Taylor, P.E., Program Director, NLT** (printed name) (signature) **Date:** 6-14-16

Field Authorization (FA) / Construction Change Directive (CCD) (strike out one)

Optional

When signed, this is an order to execute the above changes to avoid undue delay or stoppage of work. When final costs are available, complete the remainder of this Contract Change Proposal/Order prior to invoicing.

THE COST OF THE CHANGE SHALL NOT EXCEED **$171,621.78** WITHOUT PROPER AUTHORIZATION FROM THE CITY OF SPOKANE

Contractor: **Michael Haarman, Vice President** (printed name) (signature) Date:

City of Spokane Program/Project Mgr **P. Michael Taylor, P.E., Program Director, NLT** (printed name) (signature) Date:

Contract Change Proposal (CCP)

To: City of Spokane

One-hundred seventy-one thousand six hundred twenty-one dollars and seventy-eight cents $ **$171,621.78**

Written Amount (Washington State Sales Tax is Included) ADDITION / ~~DEDUCTION~~ (strike out one)

The forgoing amount covers all costs associated with this change order. All other provision of the contract remain in full force and effect. We understand that no invoices incorporating the amount of this change will be honored prior to the performance of the work specified and return of the fully executed Change Order.

An addition of 0 calendar days is requested.

If a time extension is required, a justification must be provided, otherwise the extension will not be allowed.

CCP Cost estimate detail sheet attached: **See enclosed documentation to this CCP**

Contractor: **Michael Haarman, Vice President** (printed name) (Signature) **Date:**

A/E Recommendation

We have carefully examined this proposed change and find it to be in order and the cost to be reasonable. We therefore recommend its acceptance.

N/A Date:

Firm Name Printed Name Signature

Change Order

City of Spokane hereby accepts the foregoing proposal and authorizes the performance and invoicing of the changes specified.

This is a Change Order Directive, and constitutes a Unilateral Change Order if no signature of Contractor is provided. Contractors Notice of Rejection shall be received within 7 days of receipt of this Unilateral Change Order. Failure to respond shall constitute Contractor's acceptance of the terms of the Unilateral Change Order.

This instrument constitutes a Change Order only when an Authorizing Signature and Change Order Number is affixed below.

Project Manager/Construction Manager

City of Spokane Printed Name Signature Date:

Authorized By: Contractual Authorized Rep. Signature Date:

For use by City of Spokane, Wastewater Department, Administration, Contracts Department Only

Executed Change Order Number

(Change Order Number shall be used for Billing)

WSC P8.2

City of Spokane, Wastewater Management
Contract Change Summary Sheet

PROJECT: City of Spokane, Riverside Park Water Treatment Facility - Next Level Treatment
SUBMITTED BY: P. Michael Taylor, P.E., Program Director, NLT
SUBJECT: Contract No. A133-2007 **CITY OF SPOKANE RFP NO:** 4170-15
CREATE DATE: 6/15/2016

ROUTE TO:	CONTACT NAMES: (Others – Please List and add names as necessary)	INITIALED AND DATED: (Indicates Approval)	COMMENTS: (Feel free to comment at any stage in the routing process)
6			
5			
4			
3			
2	COS PM, Integration Capital Mgmt	6/14/16 KH	
1	COS NLT Prgm Mgr	6/14/16	staff reviewed and approved

CCP Detail/Justification/Conversation:

City of Spokane to provide Sales Tax Contingency

CCP Detail/Justification/Conversation:

City of Spokane and its GC/CM Contractor, (MWH), mutually agreed to increase their budgeted dollars for a Sales Tax Contingency. While this ruling is under review, our legal counsel, Perkins Coie, has advised the City of Spokane to budget the costs of Sales Tax while the exemption is under review.

Reason For Change (Pick only One):

- ☐ Administrative
- ☐ Errors and Omissions Civil Engineering
- ☐ Errors and Omissions Electrical Engineering
- ☐ Errors and Omissions Mechanical Engineering
- ☐ Errors and Omissions Structural Engineering
- ☐ Errors and Omissions Other Factors
- ☑ Owner Requested
- ☐ Regulatory Compliance
- ☐ Unforeseen Conditions

Owner Contingency Usage

☑ Owner Contingency

Owner Const. Contingency Budget	$	13,696,200.00
Owner Pre-Con Contingency Budget	$	
Owner Const. Cont. CCP	$	171,621.00
Owner Pre-Con Cont. CCP	$	-
Prev. Owner Const. Contingency Costs	$	217,400.00
Previous Owner Pre-Con Cont. Costs	$	-
Remaining Owner Const. Contingency	$	13,307,179.00
Remaining Owner Pre-Con Contingency	$	-

GC/CM Contingency Usage

☐ GC/CM Contingency

Project Contingency	$	-
Previously Used (include tax)	$	-
Currently Used (include tax)	$	-
Total Remaining:	$	-

Time (In calendar Days)

Contract Time	0	in calendar days
Previously Changed	0	in calendar days
Currently Changed	0	in calendar days
Revised Contract Time:	0	in calendar days

Funding:

PERKINSCOIE

March 22, 2016

TO: Graehm Wallace

FROM: Gregg D. Barton

RE: **Washington State Taxation -- Services Rendered in Respect to Construction**

You asked for a brief memo describing the concept of services rendered in respect to construction, and more specifically, what is the retail sales tax consequence of entering into a contract with a contractor for services not subject to sales tax, but with the intent between the parties that they will also enter into a subsequent contract in which the contractor undertakes construction services subject to retail sales tax.

RCW 82.04.051, *"Services rendered in respect to"—Taxation of hybrid or subsequent agreements*, subsection (3), provides in part:

> [A] contract or agreement under which a person is responsible for activities that are subject to tax as a service under RCW 82.04.290(2), and a subsequent contract or agreement under which the same person is responsible for constructing, building, repairing, improving, or decorating activities subject to tax under another section of this chapter, shall *not* be combined and taxed as a single activity *if* at the time of the first contract or agreement it *was not* contemplated by the parties, as evidenced by the facts, that the same person would be awarded both contracts.

While this section is structured as a double-negative, it means that if a contract for services is created, and if at that time it is contemplated that there will be a subsequent contract for construction work between the same parties, then those separate contracts will be combined and taxed as a single activity. It is only if the second contract was "not contemplated" at the time of the first that the two contracts are not treated as a single contract subject to sales tax. However, if upon examination of the facts, it was contemplated, the Department will treat it all as retailing.

In your question, you explained that the parties "intended" that a single entity would perform both preconstruction services and would subsequently perform construction work. In the absence of any other facts, this "intent" would appear to constitute the contemplation expressed in the statute and the work performed would likely be combined and treated all as subject to retail sales tax, regardless of whether there were two separate contracts or a single, integrated contract for both preconstruction services and construction work.

This advice has been limited to an analysis of the statutory language. The Department has issued a number of published determinations examining more detailed facts and if the client so desires, we could examine those too.

Agenda Sheet for City Council Meeting of: 06/27/2016		**Date Rec'd**	6/14/2016
		Clerk's File #	CPR 1981-0043
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 625-6774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 APPOINTMENT OF ERIC IANNELLI TO THE ARTS COMMISSION		

Agenda Wording

Appointment of Eric Iannelli to the Arts Commission for a term to begin on July 1, 2016 through December 31, 2017.

Summary (Background)

Appointment of Eric Iannelli to the Arts Commission for a term to begin on July 1, 2016 through December 31, 2017.

Fiscal Impact		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 06/27/2016		**Date Rec'd**	6/15/2016
		Clerk's File #	CPR 2016-0033
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	RES 2016-0045
Contact Name/Phone	KATHERINE 625-6338	**Project #**	
Contact E-Mail	KEMILLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0650 - APPOINTMENTS TO THE NORTH MONROE CORRIDOR ADVISORY BOARD		

Agenda Wording

Appointment of 9 citizens to serve on the North Monroe Corridor Advisory Board for the City of Spokane.

Summary (Background)

Appointment of the following individuals to serve on the North Monroe Corridor Advisory Board: Ed Arliss, Megan Kennedy, Dale Westhaver, EJ Ianelli, Brianna Musser, Mike Trautman, Chris Bornhoft, Mike Wallace and Jill Leonetti. All members are appointed to serve for the duration of the project and will obtain input to help finalize the scope of the 2018 North Monroe Corridor street project. The project includes improvements along N. Monroe from north of Indiana Ave. to Kiernan Avenue

Fiscal Impact		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	MILLER, KATHERINE E	**Other**	PWC 6/13/16
Finance		**Distribution List**	
Legal		bborisov@spokanecity.org	
For the Mayor	WHITNEY, TYLER	aworlock@spokanecity.org	
Additional Approvals		bblankenagel@spokanecity.org	
Purchasing		mfeist@spokanecity.org	

BRIEFING PAPER
Public Works Committee
North Monroe Corridor Advisory Board
June 27th, 2016

Subject:
Recommended candidates for the North Monroe Corridor Advisory Board.

Background:
A major project to improve safety, enhance the streetscape, and reconfigure traffic is planned for the North Monroe Corridor starting north of Indiana Ave to Keirnan Ave. The project will improve pedestrian access and create a more cohesive business area, while continuing to support traffic volumes. The City received two grants totaling $4.1 million to improve pedestrian safety along Monroe from north of Indiana to Cora Ave. The proposed project calls for an enhanced pedestrian environment to include a three-lane section with a center turn lane, decorative pedestrian lighting, benches, transit shelters, new sidewalks, curb bumpouts, pedestrian refuge islands, street trees, pavement rebuild, and stormwater management, among other things. Project elements are supported by the Emerson-Garfield Neighborhood Plan which was adopted via resolution by City Council in 2015.

Integrated Capital Management, in coordination with Planning, is developing a public outreach program to supplement the work already done by the neighborhood. While the neighborhood plan is aspirational, this project is in the implementation phase. Additional public participation is needed to fine-tune ideas and look at the area specifically within project boundaries. Input on construction scheduling also is important, as is assistance for businesses in “surviving construction.”

With a target of delivering the project to the design team early in the first quarter of 2017, outreach and engagement needs to begin this spring with most outreach work concluded by the end of the year. Construction is scheduled to begin in early 2018.

In support of this work, Council passed Resolution 2016-0048 on May 16th which stipulated the desire to have 7 to 9 board members, one of which would be selected by the Mayor with the remaining members selected by Council. Sixteen applications were received. The individuals being recommended best fit the representation that is being sought from businesses and property owners along the project, neighborhood representatives, and others. Of the applicants, the eight individuals best fit the desired makeup of the board.

During the June 13th Public Works Committee meeting further direction was provided by councilmembers to fill the ninth position. Councilmembers Stratton and Mumm felt Jill Leonetti, based on her background, was a good addition to the advisory board.

Action:
Recommend Council appointment of the following individuals to serve on the North Monroe Corridor Advisory Board: Ed Arliss, Megan Kennedy, Dale Westhaver, EJ Ianelli, Brianna Musser, Mike Trautman, Chris Bornhoft (Mayor Appointed), Mike Wallace and Jill Leonetti. All members are appointed to serve for the duration of the project committee.

N. Monroe Project Advisory Board

Position 1
N. Monroe Business Owner
Legacy
Ed Ardiss

Position 2
N. Monroe Business Owner
New/Emerging
Brianna Musser

Position 3
N. Monroe Property Owner
Dale Westhaver

Position 4
Emerson/Garfield
Neighborhood
E.J. Iannelli

Position 5
Neighborhood Resident
Megan Kennedy

Position 6
North Hill Neighborhood
Michael Trautman

Position 7
At Large (Mayor Selection)
Chris Bornhoft

Position 8
West Central Rep
Mike Wallace

Position 9
Business Owner/Riverside
Jill Leonetti

City Council District 3
Stratton

City Council District 3
Mumm

Agenda Sheet for City Council Meeting of: 06/27/2016		**Date Rec'd**	6/14/2016
		Clerk's File #	ORD C35411
		Renews #	
Submitting Dept	MUNICIPAL COURT	**Cross Ref #**	
Contact Name/Phone	MARY LOGAN 622-5862	**Project #**	
Contact E-Mail	MLOGAN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Emergency Budget Ordinance	**Requisition #**	
Agenda Item Name	0560 - EBO FOR COMMUNITY COURT GRANT		

Agenda Wording

An emergency budget ordinance to add revenue and corresponding expenditure accounts to the Municipal Court budget for the Community Court Grant through the Center for Court Innovation. This EBO will also create 1 FTE - Community Programs Coordinator

Summary (Background)

The Center for Court Innovation has selected The City of Spokane Municipal Court as a subcontractor from their Department of Justice grant.

Fiscal Impact		**Budget Account**
Revenue	$ 200,000	# 0560-91202-99999-33316-99999
Expense	$ 200,000	# various
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	DELANEY, HOWARD	**Study Session**	PSC
Division Director	SZAMBELAN, SHELLEY	**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	korlob@spokanecity.org	
For the Mayor	WHITNEY, TYLER	tsigler@spokanecity.org	
Additional Approvals			
Purchasing			

ORDINANCE NO C35411

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0560-91202	General Fund – Municipal Court	$ 200,000
	99999-33316	Department of Justice	
TO:	0560-91202	General Fund – Municipal Court	
	12500-00580	Community Programs Coordinator (from 0 to 1 position)	$ 47,106
	12500-52110	FICA	3,604
	12500-52210	Retirement	3,887
	12500-52310	Medical	18,394
	12500-52320	Dental	1,380
	12500-52330	Life	291
	12500-52400	Industrial Insurance	70
	12500-51640	Deferred Comp	1,800
	12500-59951	Reserve for Budget Adjustment	123,468
			$ 200,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the Center for Court Innovation Grant to fund the Community Court Grant Program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council Meeting of: 06/27/2016		**Date Rec'd**	6/14/2016
		Clerk's File #	ORD C35412
		Renews #	
Submitting Dept	PUBLIC WORKS	**Cross Ref #**	
Contact Name/Phone	ELIZABETH X6232	**Project #**	
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Emergency Budget Ordinance	**Requisition #**	
Agenda Item Name	5200 - EBO ATTORNEY ASSISTANT		

Agenda Wording

The Legal Department currently utilizes a project employee as an Attorney Assistant to assist with the legal administrative support for Public Works and Utility matters.

Summary (Background)

This position provides assistance for the Public Works and Utility Division matters which include the Water & Hydroelectric, Wastewater Management, Riverside Park Reclamation Facility, Solid Waste Collections and Disposal, Utility Billing, and Environmental Programs Departments. The need for this assistance has been ongoing for over two years and is not diminishing. In order to provide continued legal representation, strategy and assistance

Fiscal Impact		**Budget Account**
Expense	**$** 40,945.00	**#** 0500-33200-15300-08500-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SIMMONS, SCOTT M.	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PWC 6/13/2016
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	acline, cmarchand, eschoedel	
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

to the Public Works and Utility Division this position should be converted to a permanent position. Civil Service has reviewed the work being performed and determined that the work is ongoing and should be requisitioned as an Attorney Assistant.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO C35412

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Utilities 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 Utilities Fund, and the budget annexed thereto with reference to the Utilities Fund, the following changes be made:

FROM:	0500-33200	Legal	
	15300-08500	Project Employee	$ 40,945
TO:	5200-30210	Utilities Fund	
	38141-00270	Attorney Assistant (from 0 to 1 position)	26,362
	38141-52110	FICA	2,017
	38141-52210	Retirement	2,043
	38141-52310	Medical	9,000
	38141-52320	Dental	600
	38141-52330	Life Insurance	157
	38141-52340	LTD	0
	38141-52400	Industrial Insurance	34
	38141-51640	Deferred Comp	720
	38141-54602	Retiree's Ins/PP	12
			$ 40,945

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 create a Legal Assistant position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

BRIEFING PAPER
Public Works Committee
Utilities Department
June 13, 2016

Subject
The Legal Department currently utilizes a project employee as an Attorney Assistant to assist with the legal administrative support for Public Works and Utility matters.

Background
This position provides assistance for the Public Works and Utility Division matters, which includes the Water and Hydroelectric Department, Wastewater Management Department; Riverside Park Water Reclamation Facility, Solid Waste Collection and Disposal Departments, Utility Billing, and Environmental Programs. The need for this assistance has been ongoing for over two years and is not diminishing. In order to provide continued legal representation, strategy and assistance to the Public Works and Utility Division this position should be converted to a permanent position. Civil Service has reviewed the work being performed and determined that the work is ongoing and should be requisitioned as an Attorney Assistant.

Impact
The change in the Attorney Assistant position from project to full-time will be a zero cost impact to the current budget.

Action
Recommend approval

Funding
Funding is from the Utilities Department for utility related work.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 06/27/2016		Date Rec'd	6/15/2016
		Clerk's File #	RES 2016-0059
		Renews #	
Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	GAVIN COOLEY 509-368-1430	**Project #**	
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	#0410 RESOLUTION FOR DEPOSIT OF ONE-TIME REVENUES INTO RESERVES		

Agenda Wording

A resolution for the deposit of General Fund positive annual budget variances and other non-recurring General Fund revenues to General Fund Contingency Reserve

Summary (Background)

In accordance with the City's budget principles and past practices, this resolution formalizes the process for the annual movement of year-end net aggregate positive General Fund budget variances and other non-recurring revenues, if any, into the City's Contingency Reserve Account

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

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	Finance Committee 6/6/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	gcooley@spokanecity.org	
For the Mayor	WHITNEY, TYLER	tdunivant@spokanecity.org	
Additional Approvals		bstuckart@spokanecity.org	
Purchasing			

RESOLUTION 2016-0059

A resolution for the deposit of General Fund positive annual budget variances and other non-recurring General Fund revenues to General Fund Contingency Reserve

WHEREAS, the City administration and City Council have, beginning in 2004 and all budget years subsequent; continuously acknowledged and, on a best efforts bases, adhered to the following budget principles:

1. Don't spend more than you take in
2. Don't pay for ongoing expenses with one-time money
3. Maintain prudent budget reserves
4. Maintain strict controls on hiring and spending
5. Fund the highest priority City services first
6. Use six-year forecast and comprehensive capital planning model (pending) as foundation for all future budget discussions

; and

WHEREAS, the City Council formally recognized these budget principles by City Council Resolution beginning in 2006 (RESOLUTION NO. 2006-0012) and by similar resolution periodically thereafter; and

WHEREAS, the City Council on April 4, 2001 established by ordinance the Contingency Reserve Account within the General Fund (ORD C32814); and

WHEREAS, since the establishment of the Contingency Reserve Account, and consistent with budget principle #2 *'Don't pay for ongoing expenses with one-time money'*, and budget principle #3 *'Maintain prudent budget reserves',* the City Council has periodically funded the Contingency Reserve Account from annual positive General Fund variances; and

WHEREAS, the City has worked to establish and maintain strong city credit ratings with Standard & Poor's and Moody's credit rating agencies, and has received ratings in the 'High Quality / Very Strong' category from both agencies since 2004 (current UTGO ratings 'AA' and Aa2 respectively); and

WHEREAS, Standard & Poor's and Moody's have regularly communicated the importance of maintaining prudent and segregated budget reserves; and

WHEREAS, the City Contingency Reserve Account targeted funding level is established by City Council ordinance at ten percent of budgeted General Fund expenditures (SMC 07.08.010-C); and

WHEREAS, the City Contingency Reserve Account is currently funded at $14.4 million, which is approximately $3.4 million below the ten percent target (10% of 2016 budgeted General Fund expenditures $177,862,633); and

WHEREAS, historically, depending on the levels of General Fund reserve accounts relative to established targets and together with other strategic considerations, City Administration and City Council have worked collaboratively to direct year-end positive General Fund budget variances and other non-recurring revenues, if any, into the City's various reserve accounts, including the Contingency Reserve Account; and

WHEREAS, to help assure the continued financial health of the City, including maintaining prudent budget reserves, the City seeks to establish a more formal and systematic process for the annual movement of year-end net aggregate positive General Fund budget variances and other non-recurring revenues, if any, into the City's Contingency Reserve Account; -- Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the following procedures be undertaken:

Following each annual closing of the General Fund and before the completion of the second quarter following such year, the Chief Financial Officer shall provide to the City Council a calculation of the preceding year's net aggregate General Fund budget variances.

Following such annual reporting to the City Council, the Chief Financial Officer shall cause an Emergency Budget Ordinance to be prepared depositing positive net aggregate General Fund budget variances, and including other identified non-recurring revenues not otherwise included in the General Fund budget variance calculations, from the General Fund Undesignated Fund Balance, or such other fund holding identified one-time revenues, to the General Fund Contingency Reserve, consistent with SMC 07.08.010-B.

Disbursement from the General Fund Contingency Reserve is made in accordance with established criteria as per SMC 07.08.010-D and by standard emergency budget ordinance procedure as per SMC 07.08.010-E.

Adopted by the City Council on _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 06/20/2016		Date Rec'd	6/1/2016
		Clerk's File #	ORD C35387
		Renews #	
Submitting Dept	RETIREMENT	**Cross Ref #**	
Contact Name/Phone	PHILLIP TENCICK 6336	**Project #**	
Contact E-Mail	PTENCICK@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	6100 SMC 03.05 AMENDMENTS		

Agenda Wording

An ordinance relating to the City of Spokane Retirement and Pension Board; amending SMC sections 03.05.020, 03.05.050, 03.05.035, 03.05.040, 03.05.120

Summary (Background)

Updating SERS participant interest on contributions to a market based rate and clarifying interest definitions

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

Approvals		Council Notifications	
Dept Head	TENCICK, PHILLIP	Study Session	6/9/2016
Division Director		Other	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	ptencick@spokanecity.org	
For the Mayor	WHITNEY, TYLER	cshisler@spokanecity.org	
Additional Approvals		tszambelan@spokanecity.org	
Purchasing		lorne.dauenhauer@ogletreedeakins.com	

ORDINANCE NO. C35387

An ordinance relating to the Spokane Employees Retirement System amending Spokane Municipal Code sections 03.05.020, 03.05.030, 03.05.035, 03.05.040, 03.05.120 to read as follows：

-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 03.05.020 is amended.

Section 03.05.020 Definitions

A. "Accumulated contributions" means the sum of all normal contributions deducted from the compensation of a member, and in-lieu payments of employees' contributions by the City, standing to the credit of the member's individual account, together with contribution interest ~~at the actuarial assumption rate~~ as established pursuant to SMC 4.14.070(D)(1) compounded quarterly.

B. "Annuity" means payments derived from contributions made by a member as provided in SMC 3.05.190.

C. "Beneficiary" means any person in receipt of a pension, annuity, retirement allowance, disability allowance, or any other benefit provided in this chapter and chapter 4.14 SMC.

D. "Board" means "board of administration" as provided in chapter 4.14 SMC.

E. "City" means the City of Spokane.

F. "City service" means service by an employee rendered to the City for compensation and, for the purpose of this chapter and chapter 4.14 SMC, a member shall be considered as being in City service only while the member is receiving compensation for such service.

G. "Compensation" means the compensation including base pay, shift differential, overtime, holiday pay, hazardous duty pay and out-of-classification pay, payable in cash, plus the monetary value, as determined by the board, of any allowance in lieu thereof. It shall not be reduced by salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code

section 401(a)(17) shall not be included in determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.

H. "Contribution interest," unless changed by the board as provided in SMC 4.14.070, means the interest rate on member contributions, which shall be set equal to the average daily interest rate for the 5-year US Treasury Note from July 1 of the previous year to June 30 of the current year, rounded to the nearest 0.25%. The new interest rate will be effective as of July 1 of the current year, beginning in 2016.

I. (~~H~~) "Creditable service" means such City service as is evidenced by the record of normal contributions received from the employee plus prior City service if credit for same is still intact or not lost through withdrawal of accumulated contributions as provided in SMC 3.05.120. The maximum creditable service from all sources including military service is thirty (30) years under the formula in SMC 3.05.160 and thirty-five (35) years under the formulas in SMC 3.05.165 and SMC 3.05.166.

J. (~~I~~) "Employee" means any regularly appointed employee or elected official of the City or of the Spokane public library.

K.(~~J~~) "Final compensation" means the annual average of the member's compensation during the highest consecutive two-year period of service for which service credit is allowed for purposes of determining retirement benefits for members described in SMC 3.05.025(A) or (B). For members described in SMC 3.05.025(C) "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed. Final compensation shall not be reduced to reflect salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included as final compensation when determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.

L.(~~K~~) "Fiscal year" means any year commencing with January 1st and ending with December 31st next following.

M(~~L~~) "Member" means any person included in the membership of the retirement system as provided in SMC 3.05.030.

N(~~M~~) "Normal contributions" means the contributions at the rate provided for in SMC 3.05.040(A) and (B).

O(~~N~~) "Pension" means payments derived from contributions made by the City as provided for in SMC 3.05.190.

P(~~O~~) "Regular interest," unless changed by the board as provided in SMC 4.14.070, means the actuarial assumption rate ~~such rate~~ of interest which compounded annually shall place the retirement fund on a sound actuarial basis.

Q(~~P~~) "Retirement allowance" means any payments made to a member or successor upon retirement for service or disability.

R(~~Q~~) "Retirement fund" means "employees' retirement fund" as created and established in SMC 3.05.070 and SMC 7.08.601.

T(~~S~~) "Retirement system" means "Spokane Employees' Retirement System" (SERS), provided for in this chapter.

Section 2. That SMC 03.05.030 is amended.

Section 03.05.030 Membership

A. Any new employee must become a member of the retirement system and make contributions required by SMC 3.05.040 on the date of hire, except:
   1. temporary, seasonal, or new hire provisionals, as defined by the City Charter and the City civil service commission;
   2. members of the police and fire departments who are entitled to benefits under state-enacted retirement programs;
   3. participating employees hired under the Comprehensive Employment and Training Act (CETA) and United States Department of Labor (DOL). This proscription does not apply to permanent nonparticipant staff members of the City and Spokane City-County employment and training consortium or its successor. Furthermore, CETA participants whose membership was previously terminated and who received a refund of contributions may at such time as they become regular City employees redeposit refunded contributions in accordance with SMC 3.05.120;
   4. other non-City-funded employees in temporary employment programs as determined by the board.

B. Any other employee who is an elected official may, at any time prior to the completion of five (5) years of continuous service, elect to deposit with the retirement system an amount equal to what would be or would have been the elected official's normal contributions if a member of the retirement system during this period of service, with ~~appropriate~~ regular interest as determined by the board. The City matches said funds and deposits the same in the retirement fund in a manner similar to that provided for the matching of the normal contributions under the provisions of this chapter, provided that no such elected official shall obtain any benefits of the provisions of the retirement system except contribution interest accruing at the rate provided for interest on employees' normal contributions. The return of any such funds so deposited shall be governed by the provisions as to the return of normal

contributions. If and when any such elected official becomes a member the sums so deposited by this member shall be transferred to the credit of such member. Any elected official entering the retirement system under this provision shall become a member as of the date of such election and shall not be considered a member until the date of such election.

Section 3. That SMC 03.05.035 is amended.

Section 03.05.035 One-time Buy-back/Re-entry Provision

A. Any current member of the system who had previously terminated City employment, withdrew their retirement accumulations and was subsequently rehired but did not opt to buy back previous service time when they were first rehired, will have a one-time window from October 1, 2009, through March 31, 2010, to repurchase all or part of that time. Such redeposit will use the current ~~actuarial~~ ~~assumed~~ regular interest rate as determined by the board.

B. Any current permanent employee who was once a member of the system, withdrew their retirement accumulations, but never rejoined the system, will have a one-time window from October 1, 2009, through March 31, 2010, to make an irrevocable election to re-enter SERS. They will also be allowed to repurchase all or part of their previous service time in SERS during this window. This group will have their pension calculated according to SMC 3.05.160. Such redeposit will use the current ~~actuarial~~ ~~assumed~~ regular interest rate as determined by the board.

C. Any current permanent employee, who meets the SERS eligibility requirements, who was never a member of the system will have a one-time window from October 1, 2009, through March 31, 2010, to make an irrevocable election to join SERS. This group will have their pension calculated according to SMC 3.05.160.

Section 4. That SMC 03.05.040 is amended.

Section 03.05.040 Contributions

A. The normal rates of contributions of members are those adopted by the board, subject to the approval of the city council. The rates so adopted remain in full force and effect until revised or changed by the board in the manner provided in chapter 4.14 SMC.

1. Contributions by Members.
   Prior to January 1, 2009, each member shall contribute six and seventy-two one-hundredths percent (6.72%) of the member's compensation. Effective January 1, 2009, the rate of contribution was prospectively increased to seven and seventy-five hundredths percent (7.75%). Effective September 1, 2014, the rate of contribution is

prospectively increased to eight and twenty-five hundredths percent (8.25%). It is contemplated that said contribution by members will, when added to the City's contribution, be enough to properly fund the retirement benefits. Although designated as employee contributions that reduce the member's salary, the City government, as the employer, shall pay such contributions to the retirement fund pursuant to Internal Revenue Code section 414(h). The member will not have an option of choosing to receive the contributed amounts directly instead of having them paid by the City government to the retirement fund. The picked-up contributions will be included as Social Security wages up to the Social Security wage base, and will also be included in calculating the member's final compensation .

2. Contribution by the City Government.
   The City government will match the in-lieu payment of the employees' contribution.

B. Subject to the provisions of this chapter and chapter 4.14 SMC, the board certifies to the head of each office or department the normal rate of contribution for each member provided for in subsection (A) of this section. The head of the department applies such rate of contribution to the compensation of each and every payroll; and each of said in-lieu amounts are paid by the director of accounting into the retirement fund, hereinafter provided for, and are credited by the board, together with ~~regular~~ contribution interest, to an individual account of the member for whom the contribution was made. ~~Regular~~ contribution interest is credited to each individual account at such periods as the board may determine. The City government's in-lieu payment vests for the benefit of the employee immediately upon payment into the retirement fund.

C. The director of accounting transfers to the retirement fund an amount equal to the aggregate normal contributions as soon as administratively practicable following each payroll period.

Section 5. That SMC 03.05.120 is amended.

Section 03.05.120 Refund of Contributions

A. Accumulated Contributions in Excess of One Thousand Dollars.
   Should the service of a member be discontinued, except by death or retirement, and the member has accumulated contributions in excess of one thousand dollars ($1,000), the member may elect to withdraw the member's accumulated contributions. Such payment shall be made as soon as administratively practical after the board approves the member's election, which election shall be made not later than six (6) months after the day of discontinuance. The City shall receive credit for the full amount deposited by the City in the retirement fund for such member's benefit plus contribution

interest. If a member's service is discontinued and the member leaves accumulated contributions in the retirement system, the board may, in its discretion, charge each such member reasonable administrative expenses for maintenance of the accumulated contributions.

B. Accumulated Contributions of One Thousand Dollars or Less.
Should the service of a member be discontinued, except by reason of death, and the member has accumulated contributions of one thousand dollars ($1,000) or less, the member shall be paid, not later than six (6) months after the day of discontinuance, the member's entire accumulated contributions.

C. Redeposit.
Any member may redeposit in the retirement fund, within one (1) year of being rehired, an amount equal to that which the member previously withdrew therefrom, or a portion thereof, at the last termination of membership, such redeposit using the current ~~actuarial~~ ~~assumed~~ regular interest rate as determined by the board to be paid into the retirement fund in accordance with rules established by the board. In the event such redeposit is made by a member, an amount equal to the accumulated contributions so redeposited shall again be held for the benefit of said member, and shall no longer be included in the amounts available to meet the obligations of the City on account of benefits that have been granted or liabilities that have been assumed on account of prior service of members, and the retirement system shall reinstate the prior service credit, or the portion thereof, for such member, who will rejoin the retirement system pursuant to SMC 3.05.025(B). Effective January 1, 2009, redeposit may also be made by a direct trustee-to-trustee transfer to the retirement fund from a plan qualified under Internal Revenue Code sections 457(b) or 403(b) or by a direct rollover to the retirement fund from an individual retirement account or annuity qualified under Internal Revenue Code section 408. The board may establish rules and procedures for acceptance of such deposits, transfers, or rollovers, including procedures to account for pre-tax transfers and rollovers and after-tax payments.

Section 03.05.170 Payment Upon Death of Member

A. Eligible to Retire.
If a member who had not retired but had named the member's spouse as the sole primary beneficiary and who was eligible to retire pursuant to SMC 3.05.160, SMC 3.05.165 or SMC 3.05.166 whichever applies, or who had at least thirty (30) years of creditable service dies, then the member's surviving spouse may elect to receive:

1. death benefits provided for in this section, or
2. a retirement allowance payable only for the remainder of the surviving spouse's life and equal to that which would have been received had the

deceased member retired on the date of death under the provisions of Option E as provided in SMC 3.05.210, or

3. in lieu of either of the above, a lump sum cash payment not to exceed one-half of the deceased member's accumulated contributions and a retirement allowance in accordance with Option E as provided in SMC 3.05.210, but reduced proportionately by the amount of cash withdrawn from this selection.

B. Not Eligible to Retire.

1. Repayment of Contributions.

   Upon the death of any member not eligible to retire, there shall be paid to the member's estate, or to such persons as the member shall have nominated by written designation duly executed and filed with the retirement system, the member's accumulated contribution with contribution interest, less payments made therefrom to the member, if any. Effective January 1, 2009, a non-spouse designated beneficiary shall be permitted to elect a direct trustee to trustee transfer of such distribution to an individual retirement account established for the purposes of receiving the distribution on behalf of an individual who is a designated beneficiary and who is not the surviving spouse of the participant, which shall be treated as an inherited individual retirement account within the meaning of Internal Revenue Code section 408(d)(3)(C).

2. Death of Active Married Member.

   Alternatively, upon the death of any active member who is eligible to vest in the retirement system, who is married at the time of death, and whose surviving spouse has been properly nominated as sole primary beneficiary, the surviving spouse may elect to leave the accumulated contributions in the retirement system and, on such date as the member would have been eligible, apply for and receive such retirement allowance as is allowed under retirement Option E as provided in SMC 3.05.210 as established in this chapter. Such retirement will be calculated as if the member had been eligible to retire at the time of death, and will be based upon the age of the surviving spouse at the time when the member would have been eligible to retire. Any retirement allowance calculated under this section will be based on the accumulations and earnings of the member as of the date of retirement.

Section 03.05.275 Portability of Benefits

A. The board is authorized to contract with the board of administration of the Tacoma employees' retirement system and/or board of administration of the Seattle employees' retirement system (each called a "participating system") for the portability of retirement benefits of employees who are also members of the retirement systems of the cities of Tacoma and Seattle, respectively. The following terms and conditions shall apply in addition to such other requirements as may be established by rule of the board or the agreement with participating systems:

1. The member must be in the active service of a participating system on or after the effective date of the board's agreement for portability; a member retired from any of the three systems on the effective date of the ordinance codified in this chapter is not eligible.
2. Creditable service may accrue in only one participating system at a time. A member who leaves City employment to enter military service may only receive creditable service for his military service in one of the participating systems according to its rules.
3. A member may combine service credit in two or more participating systems for the sole purpose of determining the member's eligibility to receive a service retirement allowance, but the member may not aggregate service credit in two or more retirement systems for the purpose of determining the percentage factor to be used in calculating a service retirement allowance.
4. A member of two or more participating systems who is eligible to retire under any system may elect to retire from all the member's systems and to receive a service retirement allowance. Each participating system shall calculate the allowance using its own criteria except that the member shall be allowed to use the member's base salary from any participating system as the compensation used in calculating the allowance. "Base salary" means the salary or wages used by the participating system during a payroll period for making contributions to the system by its members generally. It includes salary or wages paid for personal services and wages and salary deferred under the provisions of the Internal Revenue Code. It excludes overtime payments (except as to service for the City of Spokane), non-money maintenance compensation and lump-sum payments for deferred annual leave, unused accumulated vacation, unused accumulated annual leave, any form of severance pay, any bonus for voluntary retirement, any other form of leave, or any similar lump-sum payment.
5. The retirement allowances shall be paid separately by each participating system. Post-retirement adjustments, if any, shall be based upon the payments made by each participating system to the member.
6. The total retirement allowances provided through portability of benefits shall not be less than the benefits payable by each participating system were there no portability.

7. A participating system may pay a member of two or more systems a lump sum in lieu of a monthly benefit if the initial monthly benefit would be less than fifty dollars.
8. If a member of two or more participating systems dies in service in any system, the surviving spouse shall receive the same benefit from each system that would have been received if the member were active in the system at the time of his death based upon service actually established in that system.
9. The terms and conditions of the board's agreement with the board of a participating system both establishes and limits the portability of benefits provided. The board's agreements may be amended from time to time or supplemented by an agreement with the State of Washington for portability with state retirement systems. If the board amends its agreement with the board of a participating system or makes modifications to provide portability with state systems, the rights, terms and conditions for portability are subject to amendment or abolition at any time before a member retires.

    a. A member who:
        i. earned retirement credit for service in a participating system,
        ii. withdrew his contributions from that system,
        iii. lost service credit by making the withdrawal, and
        iv. is now an active member of another participating system may restore his or her prior service credit in the participating system of his or her former municipal employer by redepositing an amount determined by the system board within one year after January 1, 1991. Any individual hired after January 1, 1992, shall be provided with a one-year period under portability to repay contributions. This does not extend the time period for those individuals in the system who have not taken advantage of the one-year "windowed" period from January 1, 1991, to December 31, 1991. The amount shall be measured by the accumulated contributions withdrawn, plus compound regular interest which would have accumulated on the withdrawn contributions from the date of withdrawal until the date of his redeposit.

Passed by the City Council on _____2016.

_____
Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council Meeting of: 06/20/2016		**Date Rec'd**	5/31/2016
		Clerk's File #	ORD C35407
		Renews #	
Submitting Dept	PARKS & RECREATION	**Cross Ref #**	OPR 2016-0458
Contact Name/Phone	LEROY EADIE 509-625-6204	**Project #**	
Contact E-Mail	LEADIE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	1400-UTILITY EASEMENT AVISTA CORPORATION		

Agenda Wording

In exchange of $1.00, the City of Spokane grants, conveys and warrants to Avista Corporation a perpetual non-exclusive easement on property identified as Assessor's Parcel #'s 35185.0041,35185.007,35184.0069 and 35185.0076 in Spokane County.

Summary (Background)

The non-exclusive utility easement between the City of Spokane and Avista allows for relocation and construction of the utility corporation's new facilities at Riverfront Park. Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace electric transmission, electric distribution, natural gas and communication lines together with all related appurtenances across the easement area.

Fiscal Impact		**Budget Account**
Revenue	$ 1.00	# 1400-30210-76100-36999-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	CONLEY, JASON K.	**Study Session**	
Division Director	EADIE, LEROY	**Other**	Park Brd approved-
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

Return Address:
Avista Corporation
Real Estate Department MSC-25
P.O. Box 3727
Spokane, Washington 99220-3727

UTILITY EASEMENT

In exchange for One Dollar ($1.00), the receipt of which is hereby acknowledged, **City of Spokane,** a Washington municipal corporation, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION,** a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor's Parcel #'s 35185.0041, 35185.0077, 35184.0069, and 35185.0076 located in the Northeast Quarter (NE1/4), Northwest Quarter (NW1/4), Southwest Quarter (SW1/4), and Southeast Quarter (SE1/4) of Section 18, Township 25 North , Range 43 East Willamette Meridian., in Spokane County, State of Washington, legally described in **EXHIBIT "A"** (the "Property"), and by this reference is incorporated into this easement, subject to the terms and conditions set forth below.

1. **PURPOSE.** Subject to the terms and conditions set forth herein, Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace electric transmission, electric distribution, natural gas and communication lines together with all related appurtenances ("Facilities") on, over, under, along and across the property, **which is shown on the attached map marked EXHIBIT "B" (the "Easement Area"), and by this reference is incorporated into this easement**; provided, the rights and easement granted hereunder shall not interfere with Grantor's use of the property. The easement may not be used for any other purpose without Grantor's express written consent which Grantor may withhold for any reason.

2. **ACCESS AND DAMAGE.** Grantee shall have the right of access over and across the Property/Easement Area and the adjoining property of the Grantor, provided the Grantee repairs any damage, makes reasonable attempt to restore the affected area to its original or natural state, as close as reasonably possible, to Grantor's reasonable satisfaction, or compensates the Grantor for any damage to said properties as a result of such access. Grantee shall not commence any construction, reconstruction, installation, upgrade, relocation, replacement, repair, or maintenance of Facilities under this Easement without first obtaining approval of the Director of the Spokane Parks and Recreation Department (the "Director") except in the event of emergency which necessitates Grantee's immediate occupancy of the Easement Area to affect repairs or maintenance, in which event Grantee will make a reasonable effort to notify the Director of any repair and maintenance as soon as feasibly possible. Grantee, its assigns and successors in interest shall at all times exercise its rights herein in accordance with all applicable standards, laws, statutes, ordinances, orders, rules, regulations, and requirements of governmental agencies, offices, and boards having jurisdiction. If the enactment or enforcement of any law, ordinance, regulation or code requires any change to the Facilities, Grantee shall promptly make all such changes at no cost to Grantor.

3. **CLEARING AND MAINTENANCE.** Subject to the conditions set forth herein, and further subject to compliance with the requirements of the City of Spokane's Urban Forestry Program (SMC 12.02.900 through .958),

Grantee may cut, trim and remove brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor's adjoining property that in the reasonable opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities or that could unreasonably interfere with the exercise of Grantee's rights as granted herein. Provided, Grantee shall reimburse the City for the value of any trees that are removed pursuant to this easement. The value of said trees shall be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture. Grantee shall make a reasonable effort to notify the Director prior to cutting, trimming and/or removing any brush, branches and/or trees from the Easement Area or Grantor's adjoining property. Grantee may not cut, trim, and/or remove any trees without the Director's advance written approval, except in the event of an emergency which necessitates Grantee's immediate cutting, trimming, and/or removal of a tree, in which event Grantee will make reasonable efforts to notify the Director as soon as feasibly possible.

4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not unreasonably conflict or interfere with the Grantee's rights herein. Grantor agrees that it will not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that would interfere with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws; provided, if Grantor reasonably determines that any of Grantee's Facilities conflict or interfere with Grantor's plans for the Property/Easement Area, and said plans are shown to be for the direct benefit of the public, Grantee shall relocate such Facilities at no cost or expense to Grantor. Grantee shall not be required to relocate the same facilities more than once in any five (5) year period.

5. **AS-BUILTS OF EXISTING FACILITIES.** Within sixty (60) days of receipt of a written request from the City, Avista shall provide the City with GIS mapping or similar rendering showing the approximate location of Avista's existing facilities within the Easement Area which mapping or rendering shall be marked **EXHIBIT "C"** and attached to this Utility Easement, and by this reference incorporated thereto (the "**Existing Facilities**"). Grantor may re-record this Utility Easement with Exhibit "C" added thereto, and upon recording, the Easement Area shall be deemed to be confined to the actual location of the Existing Facilities.

6. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

7. **INSURANCE.** Grantor requires Grantee to secure a $1,500,000.00 General Liability Coverage Policy of insurance naming Grantor as an additional insured. Grantor understands and is aware that Grantee is self-insured in an amount equal to $1,500,000.00 general liability coverage, which is acceptable to Grantor as meeting the insurance requirement for this easement. Grantee shall provide the city with a certificate naming the City of Spokane as an additional insured under said self-insurance with respect to the matters set forth in this easement.

8. **HAZARDOUS MATERIALS.** Grantee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the Easement Area or Grantor's adjacent property. For the purpose of this paragraph, hazardous substance shall include but are not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 70 and the regulations promulgated pursuant to the above cited laws.

9. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this ____day of _____, 2016.

GRANTOR: City of Spokane

_____

Signature of:

Attest:

_____

Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that _____, is the individual who appeared before me, and said individual acknowledged that he/she signed this instrument on oath or stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of City of Spokane, a Washington municipal corporation, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

_____

Signature

_____

Print Name

Notary Public for the State of _____

Residing at_____

My Commission Expires_____

GRANTEE
Avista Corporation

By: _____

Its: _____

EXHIBIT A
Legal Description
Of the Property

Parcel # 35185.0041

All that certain property owned by the City of Spokane as of the date this easement is signed, known as Riverfront park in a portion of the Southwest Quarter of Section 18, Township 25 North, Range 43 East Willamette Meridian, situate in the City of Spokane, County of Spokane, State of Washington; Said property being bounded to the South by Spokane Falls Boulevard; also being bounded to the North by the Spokane River; also being bounded to the West by the East line of Block 14 of Resurvey and Addition to Spokane Falls, as extended Northerly to the South Bank of the Spokane River.

AND; all that certain property owned by the City of Spokane as of the date this easement is signed, known as Riverfront park in a portion of the Southeast Quarter of Section 18, Township 25 North, Range 43 East Willamette Meridian situate in the City of Spokane, County of Spokane, State of Washington; Said property being bounded to the South by Spokane Falls Boulevard; also being bounded to the North by the Spokane River; also being bounded to the East by Division Street;
ALSO being bounded to the South by the following described parcel:

A PORTION OF HAVERMALE'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 148, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SAID SPOKANE FALLS BOULEVARD, 712.00 FEET TO THE SOUTHWEST CORNER OF SPOKANE FALLS COURT;
THENCE NORTH 02°50'49" WEST, ALONG THE WEST LINE OF SAID SPOKANE FALLS COURT AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 157.95 FEET (REC. 158.00 FEET);
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SPOKANE FALLS COURT AND PARALLEL TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD, 32.51 FEET (REC.32.50 FEET);
THENCE NORTH 10°19'39" WEST, 10.14 FEET (REC. 10.08 FEET);
THENCE NORTH 12°34'07" WEST, 10.14 FEET;
THENCE NORTH 14°30'20" WEST, 10.21 FEET;
THENCE NORTH 15°36'04" WEST, 10.25 FEET;
THENCE NORTH 16°24'59" WEST, 10.23 FEET;
THENCE NORTH 18°01'49" WEST, 10.36 FEET;
THENCE NORTH 20°55'29" WEST, 10.51 FEET;
THENCE NORTH 25°56'46" WEST, 10.87 FEET;
THENCE NORTH 24°58'06" WEST, 3.82 FEET;
THENCE NORTH 02°50'49" WEST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 48.01 FEET (REC. 47.95 FEET);
THENCE NORTH 35°58'22" EAST, 10.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 33°45'06" EAST, A DISTANCE OF 25.00 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°08'53", AN ARC DISTANCE OF 13.15 FEET TO A POINT 742.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 301.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH 02°50'49" WEST, 12.00 FEET;
THENCE NORTH 35°58'22" EAST, 67.76 FEET;
THENCE NORTH 42°07'28" EAST, 40.45 FEET;
THENCE NORTH 56°26'07" EAST, 68.56 FEET;
THENCE SOUTH 31°58'44" EAST, 47.24 FEET (REC. 47.23) FEET TO A POINT 895.01 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 388.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH 87°05'15" EAST, 730.36 FEET (REC. 730.38 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;

THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE 77.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 03°05'15" EAST, A DISTANCE OF 195.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°23'12", AN ARC DISTANCE OF 106.82 FEET TO THE BEGINNING OF A REVERSE CURVE THE RADIUS OF WHICH BEARS NORTH 34°28'27" WEST, A DISTANCE OF 150.00 FEET;
THENCE ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 18°18'01", AN ARC DISTANCE OF 47.91 FEET TO A POINT 145.71 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET AND 418.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE SOUTH 87°05'15" WEST, PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, 251.29 FEET TO A POINT 397.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET;
THENCE NORTH 03°05'15" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, 130.46 FEET;
THENCE NORTH 80°44'15" EAST, 84.09 FEET;
THENCE NORTH 84°21'00" EAST, 176.33 FEET;
THENCE NORTH 80°36'00" EAST, 86.86 FEET;
THENCE NORTH 82°33'30" EAST, 51.06 FEET (REC. 51.05 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;
THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 26.40 FEET;
THENCE SOUTH 73°18'46" WEST, 19.39 FEET;
THENCE SOUTH 63°12'14" WEST, 32.63 FEET;
THENCE SOUTH 72°13'24" WEST, 20.32 FEET;
THENCE SOUTH 82°06'10" WEST, 21.05 FEET;
THENCE SOUTH 85°05'30" WEST, 53.94 FEET;
THENCE SOUTH 85°36'01" WEST, 37.38 FEET;
THENCE SOUTH 81°27'48" WEST, 91.18 FEET;
THENCE SOUTH 81°28'18" WEST, 27.40 FEET;
THENCE SOUTH 81°39'06" WEST, 28.26 FEET;
THENCE SOUTH 81°22'21" WEST, 31.57 FEET;
THENCE SOUTH 82°48'52" WEST, 24.37 FEET;
THENCE SOUTH 79°50'33" WEST, 22.96 FEET;
THENCE SOUTH 81°13'51 WEST, 9.30 FEET;
THENCE SOUTH 83°01'55" WEST, 74.81 FEET;
THENCE SOUTH 82°41'31" WEST, 46.90 FEET;
THENCE SOUTH 82°54'44" WEST, 68.90 FEET;
THENCE SOUTH 86°30'10" WEST, 50.81 FEET;
THENCE SOUTH 88°24'39" WEST, 51.00 FEET;
THENCE NORTH 89°55'42" WEST, 31.12 FEET;
THENCE SOUTH 89°19'43" WEST, 29.16 FEET;
THENCE SOUTH 87°35'15" WEST, 28.09 FEET;
THENCE SOUTH 82°33'35" WEST, 29.40 FEET;
THENCE SOUTH 72°57'28" WEST, 5.64 FEET;
THENCE SOUTH 63°30'04" WEST, 4.49 FEET;
THENCE SOUTH 62°26'42" WEST, 23.20 FEET;
THENCE SOUTH 62°23'20" WEST, 27.23 FEET;
THENCE SOUTH 76°42'03" WEST, 41.02 FEET;
THENCE SOUTH 71°49'34" WEST, 46.60 FEET;
THENCE SOUTH 41°58'06" WEST, 41.14 FEET;

THENCE SOUTH 42°05'55" WEST, 101.61 FEET;
THENCE SOUTH 42°02'23" WEST, 50.88 FEET;
THENCE SOUTH 42°06'30" WEST, 62.27 FEET;
THENCE SOUTH 60°16'28" WEST, 2.58 FEET;
THENCE SOUTH 42°00'29" WEST, 42.09 FEET;
THENCE SOUTH 41°59'51" WEST, 83.72 FEET;
THENCE SOUTH 87°05'09" WEST, 50.65 FEET;
THENCE SOUTH 86°58'38" WEST, 109.39 FEET;
THENCE SOUTH 87°06'04" WEST, 138.61 FEET;
THENCE NORTH 69°30'57" WEST, 15.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 79°07'08" WEST, A DISTANCE OF 14.93 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 232°50'37", AN ARC DISTANCE OF 60.68 FEET;
THENCE SOUTH 03°07'55" EAST, 19.91 FEET;
THENCE SOUTH 00°46'51" WEST, 3.96 FEET;
THENCE SOUTH 42°06'21" WEST, 75.74 FEET TO THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET;
THENCE SOUTH 02°50'49" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 141.20 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF DEEDED TO STATE OF WASHINGTON ON MARCH 13, 1990, RECORDED APRIL 9, 1990 UNDER AUDITOR'S FILE NO. 9004090075, IN SPOKANE COUNTY, WASHINGTON, FOR STATE ROUTE #2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

AND EXCEPT ALL THAT PORTION CONDEMNED BY CAUSE NO. 91201392-1, SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR SPOKANE COUNTY, WASHINGTON FOR STATE ROUTE #2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

Known as parcel number 35184.0001;

EXCEPT, any Avista owned property as of the date this easement is signed.

Parcel # 35185.0077

All that certain property owned by the City of Spokane as of the date this easement is signed, being a portion of the Northeast Quarter and a portion of the Southeast Quarter of Section 18, Township 25 North, Range 43 East Willamette Meridian, situate in the City of Spokane, County of Spokane, State of Washington; Said property being bounded to the South by the Spokane River; also being bounded to the East by Washington Street; also being bounded to the North by Mallon Street and Parcel's A and C under Statutory Warranty Deed recorded under Auditor File Number 4483487 in the records of the Spokane County Auditor, State of Washington; also being bounded to the West by a certain parcel of land owned by Spokane Federal Credit Union as of the date this easement is signed, also known as parcel number 35181.0003.

EXCEPT; any Avista owned property.

Parcel # 35185.0076

That parcel or tract of unplatted land situated in the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, on the island between the North and middle channels of the Spokane River, described as follows:

Commencing at the City Engineer's Monument, a cross on a steel pin, which is the center of said Section 18; thence South 89°39' East a distance of 299.85 feet on the north line of the Northwest Quarter of the Southeast Quarter to the intersection of the center line of Howard Street; thence South 10°24'30" West a distance of 211.32 feet on the center line of Howard Street; thence at right angles North 79°35'30" West 30 feet to a point marked by cross in concrete on the West line of Howard Street, which point is the true point of beginning; thence South 54°52' West 108.85 feet to a point which bears North 33°35' West 152.86 feet from the City Engineer's Monument located in center of Howard Street about 18 feet north of the north end of the bridge over the middle channel of the Spokane River; thence South 53°49' West 73.03 feet to a point marked by iron pin; thence South 66°34' West 76.71 feet; thence North 77°38' West 85.82 feet to a point marked by cross in rock; thence South 71°38' West 160.82 feet to a point marked by iron pin; thence South 27°20' West 86.06 feet to a point marked by hole in rock; thence South 1°09' East 54.47 feet to a point marked by iron pin; thence South 73°40' East 45.51 feet to a point marked by iron pin; thence North 84°10' East 121.13 feet to a point marked by iron pin; thence North 78°44' East 138.81 feet to a point marked by iron pin; thence North 75°59' East 165.50 feet to a point on the West line of Howard Street marked by iron pin; thence following the West line of Howard Street North 1°55' West 45.45 feet to the angle point in Howard Street marked by cross in concrete; thence North 10°24'30" East 190.86 feet to the place of beginning.

Also known as parcel number: 35185.0076
EXCEPT any Avista owned property.

Parcel Number 35184.0069

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 476.59 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 87°37' EAST 24.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 2°38' EAST 163.74 FEET;
THENCE NORTH 76°21'30" EAST 98.34 FEET;
THENCE SOUTH 50°18' EAST 21.74 FEET;
THENCE NORTH 67°51'30" EAST, 75.71 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF HOWARD STREET;
THENCE SOUTH 1°55' EAST ALONG THE WEST LINE OF HOWARD STREET 226.78 FEET;
THENCE NORTH 42°41' WEST 8.55 FEET;
THENCE NORTH 78°06' WEST 66.72 FEET;
THENCE NORTH 87°37' WEST, 126.52 FEET TO THE TRUE POINT OF BEGINNING;

ORDINANCE NO. C35407

An ordinance approving an easement between the Park Board and Avista Corporation.

WHEREAS, the Park Board has approved a utility easement agreement with Avista for easements on and across Riverfront Park as needed to further re-development of the Park;

Now, Therefore

The City of Spokane does ordain: That the Easement attached hereto is hereby approved and the Mayor is authorized to execute the same together with any incidental documentation necessary and appropriate for consummating the easement.

Adopted by the City Council on this _____ day of _____, 2016.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Appendix

Project Agreement and Easement

AGENDA SHEET FOR PARKBOARD MEETING OF: May 12, 2016

CITY OF SPOKANE PARKS & RECREATION

Submitting Division	Contact Person	Phone No.
Parks & Recreation	Berry Ellison	625-6276

DEPARTMENT
- ☐ Finance
- ☐ Operations
- ☐ Recreation/Golf
- ☐ Riverfront Park
- ☒ Parks & Recreation

COMMITTEE
- ☐ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☐ Finance

CLERK'S FILE _____
RENEWS _____
CROSS REF _____
ENG _____
BID _____
REQUISITION _____

AGENDA WORDING:

Motion to approve the non-exclusive utility easement between the City of Spokane and Avista which allows for relocation and construction of the utility corporation's new facilities at Riverfront Park.

BACKGROUND:
(Attach additional sheet if necessary)

The non-exclusive utility easement between the City of Spokane and Avista allows for relocation and construction of the utility corporation's new facilities at Riverfront Park. Avista agrees to pay the full cost of the relocation which is needed due to the Riverfront Park Redevelopment project.

RECOMMENDATION:

Approve Riverfront Park Utility Easement for Avista.

Fiscal Impact:	**Budget Account:**
Expenditure: none	
Revenue: $1.00	1400-30210-76100-36999-99999

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk

SIGNATURES:

Requestor - Berry Ellison

Dept. Mgr. -

Director of Parks and Recreation

Parks Accounting – Nicole Edwards

Legal Dept. -

DISTRIBUTION: Parks: Accounting
Parks: Pamela Clarke
Budget Manager: Tim Dunivant
Requester: _____
Parks: Jo-Lynn Brown
Parks: Berry Ellison

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

May 12, 2016

Return Address:
Avista Corporation
Real Estate Department MSC-25
P.O. Box 3727
Spokane, Washington 99220-3727

UTILITY EASEMENT

In exchange for One Dollar ($1.00), the receipt of which is hereby acknowledged, **City of Spokane,** a Washington municipal corporation, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION,** a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor's Parcel #'s 35185.0041, 35185.0077, 35184.0069, and 35185.0076 located in the Northeast Quarter (NE1/4), Northwest Quarter (NW1/4), Southwest Quarter (SW1/4), and Southeast Quarter (SE1/4) of Section 18, Township 25 North , Range 43 East Willamette Meridian., in Spokane County, State of Washington, legally described in **EXHIBIT "A"** (the "Property"), and by this reference is incorporated into this easement, subject to the terms and conditions set forth below.

1. **PURPOSE.** Subject to the terms and conditions set forth herein, Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace electric transmission, electric distribution, natural gas and communication lines together with all related appurtenances ("Facilities") on, over, under, along and across the property, **which is shown on the attached map marked EXHIBIT "B" (the "Easement Area"), and by this reference is incorporated into this easement**; provided, the rights and easement granted hereunder shall not interfere with Grantor's use of the property. The easement may not be used for any other purpose without Grantor's express written consent which Grantor may withhold for any reason.

2. **ACCESS AND DAMAGE.** Grantee shall have the right of access over and across the Property/Easement Area and the adjoining property of the Grantor, provided the Grantee repairs any damage, makes reasonable attempt to restore the affected area to its original or natural state, as close as reasonably possible, to Grantor's reasonable satisfaction, or compensates the Grantor for any damage to said properties as a result of such access. Grantee shall not commence any construction, reconstruction, installation, upgrade, relocation, replacement, repair, or maintenance of Facilities under this Easement without first obtaining approval of the Director of the Spokane Parks and Recreation Department (the "Director") except in the event of emergency which necessitates Grantee's immediate occupancy of the Easement Area to affect repairs or maintenance, in which event Grantee will make a reasonable effort to notify the Director of any repair and maintenance as soon as feasibly possible. Grantee, its assigns and successors in interest shall at all times exercise its rights herein in accordance with all applicable standards, laws, statutes, ordinances, orders, rules, regulations, and requirements of governmental agencies, offices, and boards having jurisdiction. If the enactment or enforcement of any law, ordinance, regulation or code requires any change to the Facilities, Grantee shall promptly make all such changes at no cost to Grantor.

3. **CLEARING AND MAINTENANCE.** Subject to the conditions set forth herein, and further subject to compliance with the requirements of the City of Spokane's Urban Forestry Program (SMC 12.02.900 through .958),

Grantee may cut, trim and remove brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor's adjoining property that in the reasonable opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities or that could unreasonably interfere with the exercise of Grantee's rights as granted herein. Provided, Grantee shall reimburse the City for the value of any trees that are removed pursuant to this easement. The value of said trees shall be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture. Grantee shall make a reasonable effort to notify the Director prior to cutting, trimming and/or removing any brush, branches and/or trees from the Easement Area or Grantor's adjoining property. Grantee may not cut, trim, and/or remove any trees without the Director's advance written approval, except in the event of an emergency which necessitates Grantee's immediate cutting, trimming, and/or removal of a tree, in which event Grantee will make reasonable efforts to notify the Director as soon as feasibly possible.

4. **GRANTOR'S USE OF THE PROPERTY**. Grantor reserves the right to use and enjoy the Property, to the extent that such use does not unreasonably conflict or interfere with the Grantee's rights herein. Grantor agrees that it will not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that would interfere with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws; provided, if Grantor reasonably determines that any of Grantee's Facilities conflict or interfere with Grantor's plans for the Property/Easement Area, and said plans are shown to be for the direct benefit of the public, Grantee shall relocate such Facilities at no cost or expense to Grantor. Grantee shall not be required to relocate the same facilities more than once in any five (5) year period.

5. **AS-BUILTS OF EXISTING FACILITIES.** Within sixty (60) days of receipt of a written request from the City, Avista shall provide the City with GIS mapping or similar rendering showing the approximate location of Avista's existing facilities within the Easement Area which mapping or rendering shall be marked **EXHIBIT "C"** and attached to this Utility Easement, and by this reference incorporated thereto (the "**Existing Facilities**"). Grantor may re-record this Utility Easement with Exhibit "C" added thereto, and upon recording, the Easement Area shall be deemed to be confined to the actual location of the Existing Facilities.

6. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

7. **INSURANCE.** Grantor requires Grantee to secure a $1,500,000.00 General Liability Coverage Policy of insurance naming Grantor as an additional insured. Grantor understands and is aware that Grantee is self-insured in an amount equal to $1,500,000.00 general liability coverage, which is acceptable to Grantor as meeting the insurance requirement for this easement. Grantee shall provide the city with a certificate naming the City of Spokane as an additional insured under said self-insurance with respect to the matters set forth in this easement.

8. **HAZARDOUS MATERIALS.** Grantee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the Easement Area or Grantor's adjacent property. For the purpose of this paragraph, hazardous substance shall include but are not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 70 and the regulations promulgated pursuant to the above cited laws.

9. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this 1 day of June, 2016.

GRANTOR: City of Spokane

Signature of:

Attest:

Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that _____, is the individual who appeared before me, and said individual acknowledged that he/she signed this instrument on oath or stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of City of Spokane, a Washington municipal corporation, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

_____
Signature

_____
Print Name

Notary Public for the State of _____

Residing at _____

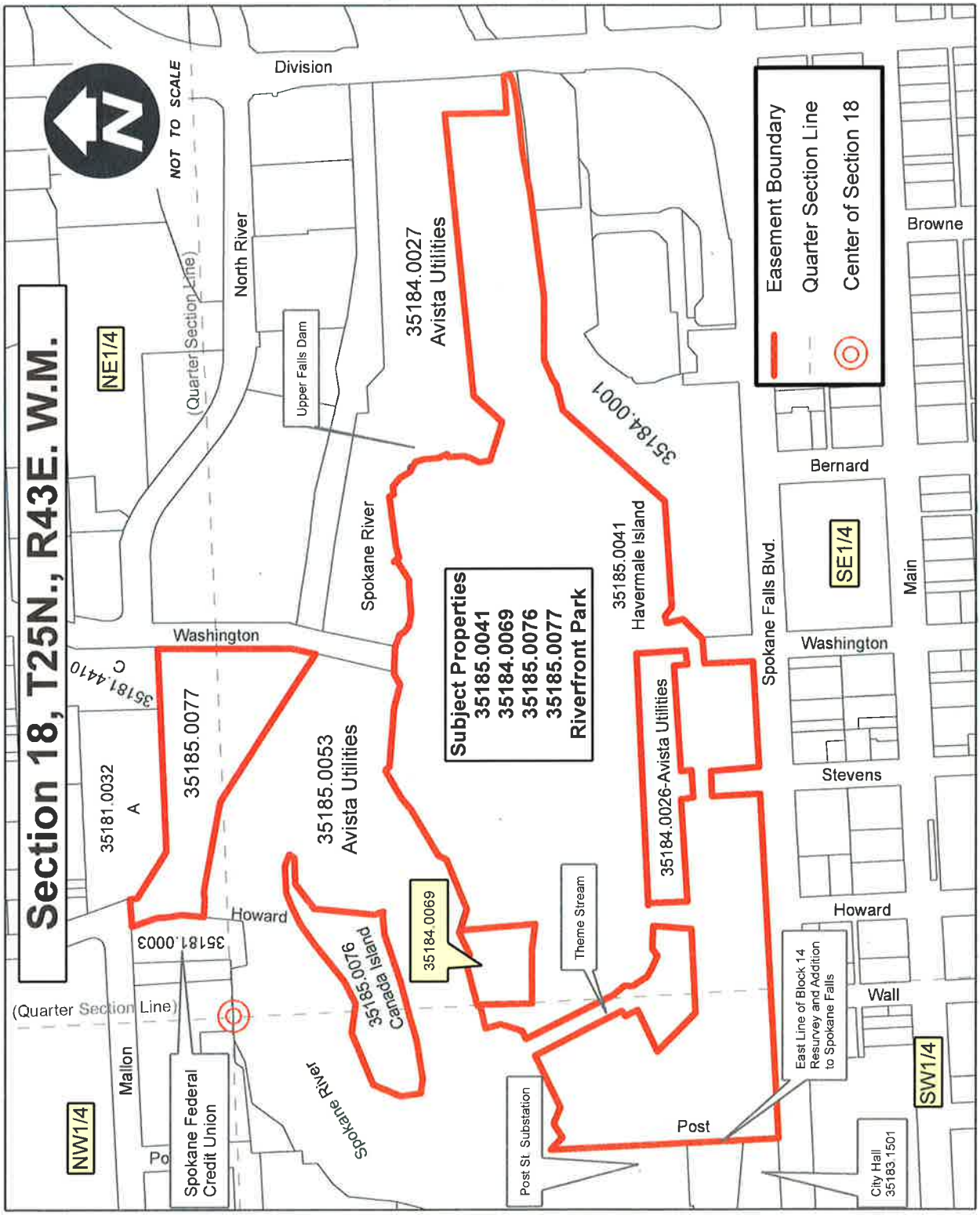
My Commission Expires _____

GRANTEE
Avista Corporation

By: _____

Its: Rod Price
Manager, Avista Real Estate

Exhibit "B"


Section 18, T25N., R43E. W.M.
NOT TO SCALE
N
Easement Boundary
Quarter Section Line
Center of Section 18
Division
North River
Upper Falls Dam
35184.0027
Avista Utilities
35184.0001
Spokane River
Subject Properties
35185.0041
35184.0069
35185.0076
35185.0077
Riverfront Park
35185.0041
Havermale Island
Browne
Bernard
Main
Washington
Stevens
Howard
Wall
Post
Spokane Falls Blvd.
SE1/4
NE1/4
NW1/4
SW1/4
(Quarter Section Line)
35181.4410
C
35181.0032
A
35185.0077
35185.0053
Avista Utilities
35184.0026-Avista Utilities
35181.0003
35185.0076
Canada Island
35184.0069
Theme Stream
Mallon
Spokane Federal
Credit Union
Post St. Substation
East Line of Block 14
Resurvey and Addition
to Spokane Falls
City Hall
35183.1501

Agenda Sheet for City Council Meeting of: 06/20/2016		**Date Rec'd**	6/8/2016
		Clerk's File #	ORD C35408
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	KAREN 6291	**Project #**	
Contact E-Mail	KSTRATTON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	AN ORDINANCE RELATING TO EXTABLISHING NEW EXEMPT POSITIONS		

Agenda Wording

An ordinance relating to the establishment of new exempt positions; amending section 03.07.330 of the Spokane Municipal Code.

Summary (Background)

This ordinance clarifies that before the City Council will take legislative action to create new exempt positions, the Human Resources Department must provide to the Council and to Civil Service an organizational chart, a written description of the reporting structure for the department in which the new exempt position resides, and a written justification for exempting that position from civil service.

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

Approvals		**Council Notifications**	
Dept Head	STUCKART, BEN	**Study Session**	
Division Director		**Other**	Finance Comm.: 6-6-2016
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35408

An ordinance relating to the establishment of new exempt positions; amending section 03.07.330 of the Spokane Municipal Code.

WHEREAS, pursuant to section 26 of the City Charter, "city officers, assistants, and employees shall receive such salary or compensation as the city council shall fix by ordinance"; and

WHEREAS, the City Council intends, by this ordinance, to help accomplish the purposes of the Spokane City Charter in the area of the establishment of new positions which are exempt from civil service rules.

NOW, THEREFORE, The City of Spokane does ordain:

Section 1. That section 03.07.330 of the Spokane Municipal Code is amended to read as follows:

Section 03.07.330 Establishment of New Exempt Positions

Prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with: (i) an organizational chart for the respective department identifying where the new exempt position fits in the department organization, (ii) a written description of the reporting structure for each position within the respective department, and (iii) the reasoning for exempting the position from Civil Service classification. The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council Meeting of: 06/20/2016		**Date Rec'd**	6/8/2016
		Clerk's File #	ORD C35409
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	KAREN STRATTON 625-6291	**Project #**	
Contact E-Mail	KSTRATTON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	AN ORDINANCE RELATING TO EXECUTIVE AND ADMINISTRATION		

Agenda Wording

An ordinance relating to Executive and Administration Organization; amending section 03.01A.205 of the Spokane Municipal Code; adopting a new section 03.01A.195 of the Spokane Municipal Code.

Summary (Background)

This ordinance clarifies that a department is a unit of the City having no fewer than three employees, no more than two of which may be exempt from civil service, and clarifies that exempt department heads and assistant department heads may not perform job duties or receive compensation until appointed by the City Council.

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

Approvals		**Council Notifications**	
Dept Head	MCCLATCHEY, BRIAN	**Study Session**	
Division Director		**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35409

An ordinance relating to Executive and Administration Organization; amending section 03.01A.205 of the Spokane Municipal Code; adopting a new section 03.01A.195 of the Spokane Municipal Code.

WHEREAS, under section 24 of the Spokane City Charter, the City Council approves the Mayor's appointment of the administrative heads of each department, the City Clerk, and the City Attorney; and

WHEREAS, in order to ensure that the City's use of its resources is most efficient, it is necessary to codify a requirement that "single-employee" departments are not to be permitted, and that a department consists of three employees, at a minimum, so that the City can arrest the proliferation of departments created solely to increase the number of employees who are exempt from civil service requirements; and

WHEREAS, recently, administrative heads of departments have been hired, have relocated to Spokane, and have been added to the City payroll before the City Council has approved appointment as is mandated by section 24 of the City Charter; and

WHEREAS, failing to obtain mandatory prior City Council approval for these appointments not only violates section 24 of the City Charter, but is also an unwise use of the City's financial resources and may subject the City to liability in the event that the City Council does not approve of the appointment.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.205 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.205 Departments – Rights, Powers and Duties

Except as otherwise provided, the departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the mayor. <u>For purposes of this chapter, "department" means an organizational unit having a minimum of three (3) employees, no more than two of whom may be exempt from civil service.</u>

Section 2. That there is adopted a new section 03.01A.195 of the Spokane Municipal Code to read as follows:

Section 03.01A.195 Department Head Approval Process

A. The City Attorney, the City Clerk, and the administrative head of each department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by the City Council.

B. The appointment of the head of the Parks and Recreation department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until the appointment has been concurred with by the Park Board and approved by the City Council.

C. The appointment of the head of the Retirement Department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until the appointment has been concurred with by the Retirement Board and approved by the City Council.

D. Pursuant to section 24 of the Charter, each department may have no more than two employees who are exempt from civil service: the department director and an assistant department director.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 06/20/2016		**Date Rec'd**	6/15/2016
		Clerk's File #	ORD C35413
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 6258	**Project #**	
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	REAUTHORIZING THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT		

Agenda Wording

An ordinance relating to the downtown parking and business improvement area; amending sections 04.31.030, 04.31.070, 04.31.080, 04.31.090, and 04.31.140 of the Spokane Municipal Code.

Summary (Background)

This ordinance reauthorizes the downtown parking and business improvement area ("BID"), makes some minor changes in the scope of the BID's activities, and extends the reauthorization for the BID to December 31, 2021.

Fiscal Impact		**Budget Account**
Expense	$ 100,000	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	STUCKART, BEN	**Study Session**	4/28/2016
Division Director		**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35413

An ordinance relating to the downtown parking and business improvement area; amending sections 04.31.030, 04.31.070, 04.31.080, 04.31.090, and 04.31.140 of the Spokane Municipal Code.

WHEREAS, the Downtown Parking and Business Improvement Area (the "downtown BID") has resulted in significant work to help revitalize the downtown core, keep the area clean and attractive, and help keep downtown Spokane safe; and

WHEREAS, the City of Spokane is committed to the downtown BID and supports its work to promote downtown Spokane as the regional center for commerce, entertainment, recreation, and housing choices; and

WHEREAS, the City anticipates and expects that the BID program manager will consider and evaluate all possible proposals for the expansion of the area of the BID, in an effort to help foster the growth and livability of our downtown.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.31.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.030 BID Programs

A. The revenues from the special assessments authorized by RCW 35.87A.010 and levied under ((~~in~~)) SMC 4.31.040 shall be used for the following purposes:

1. Security Ambassador Program.
   The City shall use, or cause to be used, BID assessment revenues to fund a uniformed security patrol (the "security ambassadors") in the BID for the purpose of assisting and providing information to citizens, local employees, visitors and the City police department. BID assessment revenues shall be used to provide the security ambassadors with customer service training designed to help ((~~citizens~~))local community members and visitors access social services, ((~~local employees and visitors~~)) and locate businesses, attractions, and governmental services.
2. Marketing and Promotional Programs.
   The City shall use, or cause to be used, BID assessment revenues to fund marketing and promotional programs that:
   a. seek to improve the overall image of the City's downtown business district;
   b. recruit new businesses;
   c. retain presently established businesses;

d. promote the BID as a place to visit, shop and enjoy goods, services and activities; and/or

e. support safe, convenient and efficient use of public transportation in the BID, including but not limited to support of commuter trip reduction programs and programs designed to improve air quality.

Such marketing and promotional programs may include collaborative promotional strategies, market research and media contact.

3. Parking and Transportation Programs.
The City shall use, or cause to be used, BID assessment revenues to fund parking and transportation programs that:

a. promote retail trade;

b. provide or encourage a parking validation program (including free or discounted parking);

c. provide or encourage maintenance, development and construction of parking facilities that support business and multifamily residential projects within the BID;

d. provide or encourage parking alternatives that facilitate retail activities (such as a free or reduced-price ride program); and/or

e. advocate the interests of BID businesses and multifamily residential projects for regional transportation solutions;. and/or

f. reduce the negative impacts of poverty, homelessness and mental health issues within the BID.

4. Maintenance Services.
The City shall use, or cause to be used, BID assessment revenues to fund maintenance services, including but not limited to sidewalk cleaning and sweeping, trash and debris removal from the sidewalk and trash receptacles, and removal of graffiti from public places and private improvements open to the public. Any maintenance program so implemented shall have the goal of maintaining the appearance of the common areas within the BID as clean and inviting places to visit and conduct business.

5. Special Events.
The City shall use, or cause to be used, BID assessment revenues to fund the sponsorship and promotion of special events within the BID that attract residents and visitors to BID.

6. Economic Development Support.
The BID may use or make available information derived from its assessment records to support efforts to attract jobs and investment in the BID as follows:

a. Statistical, aggregated information that does not identify any ratepayer; and

b. Any other business or property information only with the permission of the ratepayer(s) to whom it pertains.

B. The security ambassador program and common area maintenance services described above shall be supplemental to existing street maintenance, refuse and police services, and are not intended to displace any services regularly provided by the City. Special assessment revenues may also be used for additional purposes consistent with RCW 35.87A.010 as determined by the city council.

Section 2. That section 04.31.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.070 Administration

The mayor, through the city administrator or his designee, shall administer the BID for the City with authority to:

A. direct the collection of special assessments;

B. direct any refund of special assessments when overpaid or paid for the same area by more than one ratepayer;

C. extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;

D. determine and apply the interest rate for late payments contemplated by SMC 4.31.050; and

((~~E. execute a contract for the management of BID programs with a business association as described in RCW 35.87A.110 (the "program manager");~~))

((~~F.~~))E. after consultation and with the advice of the ratepayer advisory board through the program manager, take such other actions as necessary and appropriate to carry out the program approved by the City Council with special assessments((~~; and~~)).

((~~G. upon city council approval, adopt, publish and enforce rules consistent with this chapter, for carrying out its provisions.~~))

Section 3. That section 04.31.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.080 Ratepayer Advisory Board

A. Pursuant to RCW 35.87A.110, there is hereby created a seventeen-member BID advisory board, to be known as the "Ratepayer Advisory Board." The ratepayer advisory board shall not exceed a membership of seventeen persons, who, if they are ratepayers, are in good standing either residing ((~~in an owner-occupied residence~~))within the BID, owning property, or operating a "business" or "multifamily residential or mixed-use" projects in the BID. "Persons in good standing" are those ratepayers who are not more than sixty days delinquent on any BID assessment unless the ratepayer has appealed the BID assessment and is in the appeal process, in which case the ratepayer retains his or her "in good standing" status through completion of the appeal process.

B. Board positions are designated by geography, business, and property type to ensure that the BID's interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of:

1. one individual each from zones one through five, respectively (five positions);
2. one individual from a retail business within the BID occupying more than twenty thousand square feet;
3. one individual from a retail business located within the BID occupying less than twenty thousand square feet;
4. ((~~two property owners or managers of real property~~))the Superintendent of School District 81 of her designee;
5. three individuals representing professional service businesses located within the BID, including one attorney, one accountant, and one architect;
6. one individual from a ((~~financial institution~~))non-profit organization which is either located within, or provides services inside, the BID;
7. one individual from a small business located within the BID with up to twenty-five employees;
8. one individual from a business located within the BID with more than twenty-five employees;
9. ((~~one individual~~)) two individuals who ((~~resides~~)) reside ((~~in an owner-occupied residence~~)) within the BID area; and
10. one appointee from the ((~~mayor~~))City Council.

((~~One representative of the program manager shall be a nonvoting, ex officio member of the ratepayer advisory board.~~)) The program manager shall

provide administrative staff to the ratepayer advisory board.

C. Each member of the ratepayer advisory board will be elected by businesses and property owners within the BID for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

   1. A subcommittee of ratepayer advisory board members will receive nomination applications and will select a slate of candidates for open ratepayer advisory board positions to be presented at the annual meeting.
   2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting.
   3. The initial ratepayer advisory board shall consist of the ratepayer advisory board for the City's previous PBIA that was created pursuant to Ordinance C32438. All subsequent Board elections shall be pursuant to the ratepayer advisory board's bylaws.
   4. The city council hereby approves through the adoption of this chapter the revised "Bylaws of the Downtown Spokane Business Improvement District" which are attached to the ordinance codified in this section as Appendix C.

D. The ratepayer advisory board shall:

   1. establish and maintain a database which includes a list and classification of all ratepayers;
   2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
   3. ((~~provide recommendations to the mayor~~))make determinations regarding ratepayer disputes as provided in SMC 04.31.120, ((~~which include~~))including, as appropriate, the adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.

   4.((~~The ratepayer advisory board shall~~))make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID. ((~~For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.~~))

Section 4. That section 04.31.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.090 Contract for Program Management

Pursuant to RCW 35.87A.110, the City Council ((~~shall~~)) may solicit for and enter into an agreement with an appropriate business association for the purpose of administering and operating the annual BID programs through a contract with the City of Spokane as "program manager." The program manager will not be terminated unless:

((~~A. a suitable successor organization is recommended by a majority of the votes of the ratepayers at their annual meeting weighted by the dollar amount of their BID assessments;~~))

((~~B.~~))A. a petition is presented to the city council signed by ratepayers paying a majority of the BID assessments requests termination and after a public hearing the city council votes to terminate the contract;

((~~C.~~))B. the city council fails to impose special assessments;

((~~D.~~))C. pursuant to the program manager contract; or

((~~E.~~))D. the BID is disestablished in accordance with RCW 35.87A.180.

Section 5. That section 04.31.140 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.140 Renewal – Termination

A. To promote continuity in services being provided by the PBIA, and to enhance the special benefits supporting the special assessments in the PBIA, the City will not terminate the PBIA or repeal chapter 4.31 SMC before December 31, ((~~2016~~)) 2021.

B. No later than July 1, ((~~2016~~)) 2021, the city council shall either extend the date upon which the PBIA can be terminated or commence proceedings to terminate the PBIA.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date