

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, MAY 22, 2017

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. Purchases of: | Approve
All | |
| a. nine vehicles from Columbia Ford (Longview, WA) for Fleet Operations accessing Washington State Contract #05916—\$220,484 (incl. tax).
Kyle Twohig | | OPR 2017-0348 |
| b. Manhole Rings and Covers from EJ USA, Inc. (East Jordan, MI) for the Wastewater Maintenance Department—\$48,797.34 (incl. tax).
Raylene Gennett | | OPR 2017-0349
BID 4349-17 |
| 2. Contract with Great Floors Commercial Sales, (Spokane Valley, WA) for removal and replacement of flooring and wall tiles at the Waste to Energy Facility from May 22, 2017 through May 21, 2018—\$93,069.48 (excl. taxes and fees).
David Paine | Approve | OPR 2017-0350 |
| 3. Multiple Family Housing Property Tax Exemption Agreement with Mahmood Khokhar for one multi-family building with four units located at 918 West Mansfield Avenue. (Emerson/Garfield Neighborhood)
Ali Brast | Approve | OPR 2017-0351 |

- | | | | |
|-----|--|---------|---|
| 4. | Loan Agreement with Spokane Housing Authority for rehabilitation of 11 units in the 41-unit Hifumi En Apartments at 926 E 8th Avenue—\$330,000 HOME funds. (East Central Neighborhood)
Melora Sharts | Approve | OPR 2017-0352 |
| 5. | Contract with Environmental Control of Spokane (Spokane WA), to perform public works janitorial work at various facilities from June 1, 2017 through May 31, 2020 and may be extended for an additional two one year periods—\$52,500.
David Stockdill | Approve | OPR 2017-0353
RFP 4354-17 |
| 6. | Contract with Spokane Treatment and Recovery Services for emergency service van patrol from March 1, 2017 through February 28, 2022—not exceed \$541,546 over the course of the five-year term.
Brian Schaeffer | Approve | OPR 2017-0354 |
| 7. | Contract with Spokane Emergency Physicians (Spokane WA) to provide medical advisory services to the Fire Department from May 1, 2017 through April 30, 2018—\$445,904.64 over five years.
Brian Schaeffer | Approve | OPR 2017-0355
RFQ 4350-17 |
| 8. | Contract with ESO Solutions, Inc. (Austin, TX) to provide consulting and development of an incident record management system and other related Services for the Fire Department—not to exceed \$140,000.
Brian Schaeffer | Approve | OPR 2017-0356 |
| 9. | Contract with Software One for Microsoft Select Agreement, utilizing WA State DES/Microsoft Contract from May 31, 2017 through May 30, 2018 for \$119,826.27 (incl. tax).
Michael Sloon | Approve | OPR 2017-0358 |
| 10. | Low bid of Cameron-Reilly, LLC (Spokane, WA) for 2017 ADA Ramps, 2015 Traffic Calming Phase II and 5th Avenue Sidewalk—\$749,057. An administrative reserve of \$74,905.70, which is 10% of the contract price, will be set aside. (Multiple Neighborhoods)
Dan Buller | Approve | PRO 2017-0015
ENG 2016118
ENG 2016163
ENG 2016164
ENG 2016045 |
| 11. | Amendment No. 7 to Cable Educational Access Agreement with Friends of KSPS, one of the designated operators of Spokane's education access channels, providing a grant (from PEG Fees) for capital expenditures for calendar year 2017—Up to \$65,000.
John Delay | Approve | OPR 2007-0767 |
| 12. | Purchase of four Gridsmart video detection systems for the North Division Corridor using State Contract 04616—\$90,486.15.
Gary Kaesemeyer | Approve | OPR 2017-0365 |

- | | | |
|---|-----------------------------------|---------------|
| 13. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2017-0002 |
| 14. City Council Meeting Minutes: _____, 2017. | Approve
All | CPR 2017-0013 |

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

Spokane Housing Authority Board: One Appointment

Confirm

CPR 1981-0487

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

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2017-0040 Establishing the City Council's priorities for the City's FY 2018 budget.
Council Member Waldref

Relating to modification of the City of Spokane's Retail Water Service Area to include:

RES 2017-0036 Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049. (Deferred from the May 8, 2017, Agenda)

Dan Kegley

RES 2017-0041 Parcel Number 35021.9048.

RES 2017-0042 Parcel Number 26142.9020.

RES 2017-0043 Parcel Number 26094.9006.

RES 2017-0044 Parcel Number 26231.9204.

RES 2017-0045 Parcel Numbers 34103.9098.

- RES 2017-0046 Parcel Numbers 36353.0212, 36353.0213, 36353.0214, 36353.0215, and 36353.0216.
Dan Kegley
- RES 2017-0047 Parcel Numbers 26163.0111, 26163.9028, 26163.9025, and 26163.9031.
Dan Kegley
- ORD C35498 Amending Ordinance C20010 vacating the alley between vacated Courtland Avenue and Bridgeport Avenue.
Eldon Brown

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35500 Relating to entertainment facilities and amusement devices; repealing chapter 04.33 of the Spokane Municipal Code; and amending sections 8.02.0202, 8.12.070, 10.23A.030, 10.23A.050, 10.23A.070, and 10.23A.075 of the Spokane Municipal Code.
Council President Stuckart
- ORD C35501 Relating to the disposition of surplus City real property; enacting a new section 12.05.040; and amending section 7.08.509 of the Spokane Municipal Code.
Ed Lukas
- FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----|--|------------------|------------|
| H1. | Public Hearing regarding Ordinance C35489 entitled "An ordinance imposing an immediate moratorium on demolition permits in the Browne's Addition neighborhood in South Spokane."
Council Member Kinnear | Council Decision | ORD C35489 |
| H2. | Public Hearing regarding Ordinance C35490 entitled "An ordinance imposing an immediate moratorium on the relocation of off-premises signs into areas of Spokane having center and corridor zoning designations."
Council Member Waldref & Brian McClatchey | Council Decision | ORD C35490 |
-

**Motion to Approve Advance Agenda for May 22, 2017
(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 May 22, 2017, Regular Legislative Session of the City Council is adjourned to June 5, 2017.

Note: The regularly scheduled City Council meeting for Tuesday, May 30, 2017, has been canceled. (There is no meeting on Monday, May 29, 2017, due to the recognized observance of the Memorial Day holiday.)

NOTES

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	OPR 2017-0348
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET OPERATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KYLE TWOHIG 625-6152	<u>Project #</u>	
<u>Contact E-Mail</u>	KTWOHIG@SPOKANECITY.ORG	<u>Bid #</u>	WA STATE
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE #`18517
<u>Agenda Item Name</u>	5100 - PURCHASE OF VEHICLES OFF WA STATE CONTRACT		

Agenda Wording

Approve the purchase of nine (9) vehicles from Columbia Ford (Longview, WA) accessing Washington State Contract #05916 - \$220,484.00 including tax

Summary (Background)

This purchase will replace four (4) trucks that have reached the end of their economic life and it will also allow five (5) employees to utilize City owned and City branded vehicles rather than the current practice of paying a monthly auto stipend to the employees. This purchase is also in-line with Spokane Municipal Code 7.06.175, Procurement of Fuel Efficient Vehicles. By accessing the Washington State Contract we are benefiting from deeper discounts than would be given to us individually.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 238,613.96	#	5901-79212-94000-56404
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	FINANCE 4/10 & PWC
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	SRIGGS	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
April 24th, 2017

Subject

Purchase of four Ford F-150s, one Ford F-250, and four Ford Escapes.

Background

This purchase of nine vehicles is through Washington State Contract #05916 for a grand total of \$220,484. This purchase will replace four trucks that have reached the end of their economic life. It will also allow five employees to utilize City owned and City branded vehicles, rather than the current practice of paying a monthly auto stipend to the employees. This purchase is also in-line with Spokane Municipal Code 7.06.175, Procurement of Fuel Efficient Vehicles.

Impact

This purchase will better protect our employees in the field and provide a more safe and economical means to conduct their duties.

Action

Recommend approval.

Funding

Funds are available through a SIP loan negotiated with the Engineering Department.

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

05/22/2017

<u>Date Rec'd</u>	5/9/2017
<u>Clerk's File #</u>	OPR 2017-0349
<u>Renews #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RAYLENE 625-7909	<u>Project #</u>	
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG	<u>Bid #</u>	4349-17
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE 18506
<u>Agenda Item Name</u>	4310 - PURCHASE OF MANHOLE RINGS & COVERS		

Agenda Wording

Purchase of Manhole Rings and Covers from EJ USA, Inc. (East Jordan, MI) for \$48,797.34 including tax.

Summary (Background)

Request for Bids #4349-17 was opened April 24, 2017 to provide an annual supply of manhole rings and covers for the Wastewater Maintenance department. Twenty-nine (29) companies were included on the bid distribution and two (2) bids were received. The business is being awarded to EJ USA, Inc. in accordance with the low bid meeting specifications.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 48,797.34	#	4310-43117-35148-54850-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 5/8/2017
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		cwahl@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	sjohnson@spokanecity.org	

BID TABULATION

BID NUMBER: 4349-17
BID TITLE: Manhole Rings and Covers
DUE DATE: April 24, 2017



CITY OF SPOKANE - PURCHASING
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
 (509) 625-6400
 FAX (509) 625-6413

BIDS RECEIVED FROM:	EJ USA, INC. EAST JORDAN, MI		OLYMPIC FOUNDRY SEATTLE, WA	
QUANTITY AND DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
50 EA - Manhole Frame and Cover - Sewer Non-Lockdown, Standard Plan #B-112, Outside Lettering "SEWER", as per Bid Specifications	\$185.00	\$9,250.00	\$241.00	\$12,050.00
50 EA - Manhole Frame and Cover - Sewer Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "SEWER", as per Bid Specifications	\$195.00	\$9,750.00	\$273.00	\$13,650.00
50 EA - Manhole Frame and Cover - Storm Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "STORM", as per Bid Specifications	\$195.00	\$9,750.00	\$273.00	\$13,650.00
50 EA - Catch Basin Frame and Grate Round, Standard Plan #B-113, as per Bid Specifications	\$185.00	\$9,250.00	\$241.00	\$12,050.00
25 EA - Catch Basin Frame and Grate Square with Directional Vaned Grates, Standard Plan #B-3C, as per Bid Specifications	\$196.02	\$4,900.50	\$238.00	\$5,950.00
10 EA - Manhole Frame and Cover – Clean Water Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "CLEAN WATER", as per Bid Specifications	\$195.00	\$1,950.00	\$275.00	\$2,750.00
SUBTOTAL:		*\$44,850.50		\$60,100.00
SALES TAX:		*\$3,946.84		\$5,288.80
TOTAL BID:		*\$48,797.34		\$65,388.80

	*SUBTOTAL, SALES TAX AND TOTAL CORRECTED BASED ON LINE ITEM BID PRICING	
DELIVERY TIME:	PARTIAL DELIVERY 14 DAYS FROM RECEIPT OF ORDER COMPLETE DELIVERY 28 DAYS FRO RECEIPT OF ORDER	PARTIAL DELIVERY 21 - 30 DAYS FROM RECEIPT OF ORDER COMPLETE DELIVERY 50 DAYS FRO RECEIPT OF ORDER

The Request for bid was e-mailed to 30 companies and plan holders, with 2 bid responses received.

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

BRIEFING PAPER
Public Works Committee
Wastewater Maintenance
May 8, 2017

Subject

Purchase of Manhole Rings and Covers from EJ USA, Inc. (East Jordan, MI) for \$48,797.34 including tax.

Background

Request for Bids #4349-17 was opened April 24, 2017 to provide an annual supply of manhole rings and covers for the Wastewater Maintenance department. Twenty-nine (29) companies were included on the bid distribution and two (2) bids were received. The business is being awarded to EJ USA, Inc. in accordance with the low bid meeting specifications.

Impact

The current inventory of these items will be exhausted by the Division Street grind and overlay project. This order will support known projects within the Wastewater Maintenance department through the 2017 season.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Wastewater Maintenance department budget.

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

05/22/2017

Date Rec'd	5/9/2017
Clerk's File #	OPR 2017-0350
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18101
Agenda Item Name	4490 CONTRACT FOR REMOVAL AND REPLACEMENT OF FLOORING AT THE		

Agenda Wording

Contract with Great Floors Commercial Sales, Spokane Valley, for removal and replacement of flooring and wall tiles at the WTE. May 22, 2017 to May 21, 2018. \$93,069.48 excluding taxes and fees.

Summary (Background)

The WTE facility and adjacent administration building were constructed in 1991. All floor and wall coverings in the buildings are the original materials, and have exceeded their designed life and begun to fail. Employees working inside the WTE Facility are required to remove their work uniforms and shower before leaving the premises. Replacing the tiles in the locker rooms will protect the structure where the current tiles are failing, and also provide for a safe, sanitary area for employees.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 93,069.48	#	4490-44100-94000-56203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 5/8/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>		kkeck@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Replacing the floor coverings in the administrative building will provide a clean, sanitary, attractive environment for employees and visitors to the City. This contract with Great Floors Commercial Sales will allow for the replacement of these floor and wall coverings per the terms of Washington State Contract #00710.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
May 8, 2017

Subject

Contract with Great Floors Commercial Sales for removal and replacement of flooring at the WTE administration building and flooring and wall tiles in the locker rooms at the WTE. May 22, 2017, to May 21, 2018. \$84,608.62 plus 10% administrative reserve of \$8,460.86 for a contract total of \$93,069.48 excluding taxes.

Background

The WTE facility and the adjacent administration building were constructed in 1991. All floor and wall coverings in the buildings are the original materials. The materials have exceeded their designed life and have now begun to fail.

This contract with Great Floors Commercial Sales will allow for the replacement of these floor and wall coverings per the terms of Washington State Contract #00710.

Impact

Employees working inside the WTE Facility are required to remove their work uniforms and shower before leaving the premises. Replacing the tiles in the locker rooms will protect the structure where the current tiles are failing, and also provide for a safe, sanitary area for employees to comply with this requirement.

Replacing the floor coverings in the administrative building will provide a clean, sanitary, attractive environment for employees and visitors to the City.

Action

Recommend approval.

Funding

Funding for this contract is included in the 2017 operations budget for the Solid Waste Disposal Department.



City of Spokane

**Maintenance
AGREEMENT**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Great Floors Commercial Sales**, whose address is 13708 East Indiana Avenue, Spokane Valley, Washington 99216 as ("Contractor").

WHEREAS, the purpose of this Agreement is to provide maintenance for the building located at 2900 South Geiger Boulevard, Spokane, Washington 99224 (Waste to Energy administrative building and locker rooms; and

WHEREAS, the Contractor was selected from an informal bid under Washington State contract #00710.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 23, 2017, and ends on May 22, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

Removal and Installation of flooring material in the Waste to Energy Administration Building and Removal and Installation of flooring and wall tiles in the Waste to Energy Locker Rooms.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **NINETY THREE THOUSAND SIXTY NINE AND 48/100 DOLLARS (\$93,069.48)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Waste to Energy Facility, Administration Office, 2900 South Geiger Boulevard, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. MAINTENANCE WORK.

The following Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Agreement by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. FEES FOR WASHINGTON'S LABOR & INDUSTRY (L&I) FILINGS. (Section 6 above).

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

12. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

14. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

17. ANTI KICK-BACK.

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

18. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict

occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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 Agreement by having legally-binding representatives affix their signatures below.

CONTRACTOR

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's Informal Bids and General Scope of Work dated April 12, 2017.

U2017-152

Vendor Management Fee Increase Implementation Info.

No.	Contract Title	Stop Date	Max Term	1.5% Fee
				Effective Date
02410	Marine Radar Equipment	3/31/2017	3/31/2017	4/1/2017
02713	Mail and Postage Machines - Pitney Bowes	4/11/2017	4/11/2017	4/1/2017
03415	Mail and Postage Machines - Others	4/11/2017	4/11/2017	4/1/2017
03314	Microsoft Products & Associated Services	4/30/2017	4/30/2017	4/1/2017
01711	NASPO Facilities MRO (Awarding)	6/30/2017	6/30/2017	4/1/2017
00710	Flooring Materials and Services	7/1/2017	7/1/2017	4/1/2017
07609	Waterborne Traffic Marking Paint	2/28/2018	2/28/2018	4/1/2017
08313	Mobile Computing Solutions	4/9/2017	4/9/2018	4/1/2017
01809	Fleet Vehicle Parts, Statewide (Just-In-Time)	8/9/2018	8/9/2018	4/1/2017
02814	Online Auction Services - NASPO	8/19/2018	8/19/2018	4/1/2017
03710	Nationwide Vehicle Rental-NASPO	10/18/2018	10/18/2018	4/1/2017
01712	Tires, Tubes & Srv. (Utah)	3/31/2017	3/31/2019	4/1/2017
10212	Lawn and Grounds Maintenance Equipment	4/10/2017	4/10/2019	4/1/2017
08213	Emergency Light Bars, Sirens & Acc (NASPO)	4/30/2017	4/30/2019	4/1/2017
04913	Cloud Storage	5/15/2017	5/15/2019	4/1/2017
01114	NASPO Data Communications	5/31/2019	5/31/2019	4/1/2017
05711	WSP Narrowbanding Radio Project	6/30/2017	6/30/2019	4/1/2017
07412	Onsite Document Destruction Services	6/30/2017	6/30/2019	4/1/2017
06012	WSCA-NASPO Mobile Phones	6/30/2019	6/30/2019	4/1/2017
04814	Security Technology Services	10/31/2017	10/31/2019	4/1/2017
05214	NASPO Copiers, Printer & Related Devices	3/31/2018	12/31/2019	4/1/2017
04411	Office Supplies & Paper	4/30/2017	4/30/2020	4/1/2017
05614	Interpreter Services, Telephone NASPO	3/4/2017	6/30/2020	4/1/2017
03312	Triploid Rainbow Trout	6/30/2017	6/30/2020	4/1/2017
03512	Generator Set Maintenance and Repair	8/14/2017	8/14/2020	4/1/2017
04615	NASPO Ink and Toner	2/28/2017	12/31/2020	4/1/2017
07214	Add on Systems Furniture, Steelcase/Haworth	1/31/2019	1/31/2021	4/1/2017
07115	Body Armor NASPO	3/15/2018	3/15/2021	4/1/2017
07215	Lab Equip/Supp Idaho NASPO Value Point	3/31/2019	3/31/2021	4/1/2017
02315	Air Tasers and Elec. Incapacitation Devices	6/2/2017	6/2/2021	4/1/2017

No.	Contract Title	Stop Date	Max Term	1.5% Fee
				Effective Date
01513	Various Cab & Chassis	6/3/2018	6/13/2021	4/1/2017
07013	Mattresses, Innerspring and Foam	6/30/2017	6/29/2021	4/1/2017
05715	NASPO Public Safety Comm Support Equip	6/30/2018	6/30/2021	4/1/2017
02813	Weather Forecasting Service	7/31/2017	7/31/2021	4/1/2017
00215	NASPO Managed Print Services	8/31/2021	8/31/2021	4/1/2017
05316	Vehicle Lifts and Garage Associated Equipment	2/10/2019	2/10/2022	4/1/2017
03014	Cutting Edges for Snow Plows and Graders	6/1/2017	5/31/2022	4/1/2017
03215	Commercial Food Service Equipment	6/30/2018	6/30/2022	4/1/2017
02714	Snow & Ice Control Products	8/18/2022	8/18/2022	4/1/2017
05616	FURNITURE: OFFICE, DORMITORY & MISC ITEMS	12/31/2022	12/31/2022	4/1/2017
00615	NASPO Managed Print Services	5/1/2017	5/1/2023	4/1/2017
06913	NASPO Public Safety Communications Equipment	6/30/2018	5/31/2023	4/1/2017
05916	Motor Vehicles	1/5/2021	1/5/2025	4/1/2017
04616	Illumination, Traffic Signal & Intelligent Transportation	1/23/2019	1/31/2025	4/1/2017
00911	Street Flushers - Truck & Trailer Mounted	5/4/2017	5/4/2017	7/1/2017
00111	Fertilizers	5/22/2017	5/22/2017	7/1/2017
00411	Drug & Alcohol Testing Services	6/30/2017	6/30/2017	7/1/2017
00810	Process Service	6/30/2017	6/30/2017	7/1/2017
07409	Olympia Airport Aviation Fuel	6/30/2017	6/30/2017	7/1/2017
16904	Front Loaders	6/30/2017	6/30/2017	7/1/2017
06810	Uniforms and Accessories (WSP, Emergency)	10/31/2017	10/31/2017	7/1/2017
00711	Household Appliances	11/30/2017	11/30/2017	7/1/2017
02511	ADA Vans, Mini vans and Specialty Vehicles	12/6/2017	12/6/2017	7/1/2017
04611	Vegetation Management	2/7/2018	2/7/2018	7/1/2017
02910	Plumbing Supplies	6/21/2017	6/21/2018	7/1/2017
05809	Air Filters for HVAC	6/22/2018	6/22/2018	7/1/2017
05311	Gloves, Disposable, Hospital/Medical	6/30/2017	6/30/2018	7/1/2017
00412	Pharmaceutical PKG. Serv.	6/30/2018	6/30/2018	7/1/2017
00812	Janitorial/Industrial Paper Supplies - Green	7/30/2017	7/30/2018	7/1/2017
03008	Guardrails, Terminals, Cable and Components	9/11/2018	9/12/2018	7/1/2017
03812	Medical Diagnostic Testing Services	10/31/2017	10/31/2018	7/1/2017
04312	Translation Services-Written Word	11/30/2017	11/30/2018	7/1/2017

No.	Contract Title	Stop Date	Max Term	1.5% Fee
				Effective Date
07812	Survey and Mapping Equipment & Supplies	11/30/2018	11/30/2018	7/1/2017
07612	Waste Pumping Services	1/8/2019	1/8/2019	7/1/2017
07410	Refuse Management Equipment	1/25/2019	1/25/2019	7/1/2017
01713	Fully Refundable Airfare	6/30/2017	6/30/2019	7/1/2017
01913	Travel Services, Agent Assisted & Internet	9/30/2017	9/30/2019	7/1/2017
07510	Lamps and Ballasts	10/28/2017	10/27/2019	7/1/2017
04013	CI-Eye Glasses and Contact Lenses	11/21/2019	11/21/2019	7/1/2017
08812	Autodesk - Software Master Purchase Agreement	4/20/2017	2/20/2020	7/1/2017
04413	Air Charter Services	4/30/2017	4/30/2020	7/1/2017
01014	Wireless Pooled Minutes	11/15/2018	10/16/2020	7/1/2017
01111	Survey/Data Collection Services	6/15/2017	10/23/2020	7/1/2017
01714	Translation Auto System DSHS-AL TSA	12/31/2019	12/31/2020	7/1/2017
00213	PreCast Concrete Utility & Restroom Bldgs	9/14/2018	4/14/2021	7/1/2017
04115	Buses--Cutaways	7/10/2017	7/11/2021	7/1/2017
00313	Street Light & Poles	8/27/2021	8/27/2021	7/1/2017
02513	Retro-Reflective Materials	12/31/2017	12/31/2021	7/1/2017
00214	Emergency Response to Haz Materials & Vessels	5/26/2017	5/26/2022	7/1/2017
03514	INTERPRETER SERVICES, SPOKEN (CERTIFIED/NON)	6/30/2017	6/30/2023	7/1/2017
02616	Ammunition	12/31/2023	12/31/2023	7/1/2017
01715	Linen and Laundry Service	3/31/2019	3/31/2024	7/1/2017
06614	Toll Free Telephone Service	4/30/2018	4/30/2024	7/1/2017
07815	HVAC Parts	6/22/2018	6/30/2024	7/1/2017
06115	Forklifts	10/31/2018	10/31/2024	7/1/2017
05416	Mechanical Door Hardware	11/30/2018	11/30/2024	7/1/2017
02915	Equipment Rental	12/31/2019	12/31/2024	7/1/2017
03614	Hazardous Waste Handling and Disposal Service	6/29/2019	6/29/2025	7/1/2017
05712	Gartner IT Research & Advisory Services	2/28/2017	1/1/2099	7/1/2017
01710	Oklahoma Auto Ext. Defibrillators - NASPO	3/31/2017	3/31/2017	10/1/2017
00910	Snow Plows and Assemblies	6/6/2017	6/6/2017	10/1/2017
12304	Dump Bodies-Variou s Sizes	6/30/2017	6/30/2017	10/1/2017
02811	Herbicide/Anti-Icer Sprayers	7/31/2017	7/31/2017	10/1/2017
07114	Cisco - Data Communications (T12-MST-642)	8/10/2017	8/10/2017	10/1/2017

No.	Contract Title	Stop Date	Max Term	1.5% Fee Effective Date
02308	Boxes, One-Piece Archive and Record Storage	8/14/2017	8/14/2017	10/1/2017
03010	Genetic Testing Services	8/31/2017	8/31/2017	10/1/2017
01109	Offsite Drug Testing Services	9/17/2017	9/17/2017	10/1/2017
04316	Small Hand & Power Tools and Accessories (NASPO)	9/19/2017	9/19/2017	10/1/2017
02911	Manlifts - Various Sizes	9/29/2017	9/29/2017	10/1/2017
06006	Food Umbrella Contract	9/30/2017	9/30/2017	10/1/2017
06710	Portable Roadway Signs and Stands	9/30/2017	9/30/2017	10/1/2017
10103	CI Umbrella Contract	10/31/2017	10/31/2017	10/1/2017
02411	Lubricants, Virgin and Re-refined	10/31/2017	10/31/2017	10/1/2017
01709	Propane Gas and Service	10/31/2017	10/31/2017	10/1/2017
01811	Vehicle Partitions and Push Bumpers	10/31/2017	10/31/2017	10/1/2017
04511	Stamps, Custom (made to order)	10/31/2017	10/31/2017	10/1/2017
01407	CI Custom-Made High-Visibility Safety Garment	12/31/2017	12/31/2017	10/1/2017
01908	CI Clothing, Uniforms and Career Apparel	12/31/2017	12/31/2017	10/1/2017
02807	CI Undergarments - Male and Female	12/31/2017	12/31/2017	10/1/2017
10106	Translation Services DSHS Automated Systems	12/31/2017	12/31/2017	10/1/2017
06211	Highway Signal Flares	1/9/2018	1/9/2018	10/1/2017
06311	Garbage Compactors	1/31/2018	1/31/2018	10/1/2017
00410	Tractor, with Loader and Backhoe	4/25/2018	4/25/2018	10/1/2017
03412	Rollers, Various Sizes	6/25/2018	6/25/2018	10/1/2017
03510	Lubricants for Washington State Ferries	7/31/2018	7/31/2018	10/1/2017
04513	EasyVista Master Contract for ITSM Services	7/31/2018	7/31/2018	10/1/2017
00312	Flags (State of Washington and U.S.)	8/19/2018	8/19/2018	10/1/2017
01912	Catch Basin Cleaners	8/20/2018	8/20/2018	10/1/2017
06213	Carahsoft ITSM Software & Services	8/27/2017	8/26/2018	10/1/2017
07712	Bulk Envelope Parent Cut Sheet Paper	10/2/2018	10/2/2018	10/1/2017
01611	NASPO Police Radar, Lidar, Parts & Equip	10/30/2017	10/30/2018	10/1/2017
08113	ITSM Master Contract - CompuCom	11/14/2017	11/14/2018	10/1/2017
08012	Steel Culverts	1/24/2018	1/25/2019	10/1/2017
00112	Interstate and International Relocations	5/31/2018	5/31/2019	10/1/2017
10012	Weekend Student Transportation	7/31/2018	7/31/2019	10/1/2017
01211	Asphalt, Bulk Products	8/17/2017	8/17/2019	10/1/2017

No.	Contract Title	Stop Date	Max Term	1.5% Fee
				Effective Date
01313	Digital Communication Solutions	11/15/2017	11/16/2019	10/1/2017
02912	Debt Collection Services	8/20/2018	2/20/2020	10/1/2017
03116	Communication Access Real-Time Translation	2/20/2020	2/20/2020	10/1/2017
01813	Household Moves	2/28/2018	2/28/2020	10/1/2017
02212	TEST FISHING CHARTER SERVICES	4/13/2018	4/15/2020	10/1/2017
08613	Relocations, Office	12/31/2017	4/30/2020	10/1/2017
00314	Non-Disposable Plastic Serving Ware	5/31/2018	6/1/2020	10/1/2017
01012	Modular Polymer Belts/Screen and Accessories	6/5/2018	6/5/2020	10/1/2017
01614	Fuel Tanks and Equipment	10/31/2017	6/30/2020	10/1/2017
06212	VARIABLE MESSAGE BOARDS	6/30/2018	1/30/2021	10/1/2017
08212	Vehicle Glass Repair/Replacement	1/31/2018	1/31/2021	10/1/2017
01914	Fresh Bakery Items	1/31/2019	1/31/2021	10/1/2017
01312	Solvent Traffic Marking Paint	2/28/2018	2/14/2021	10/1/2017
08112	Fish Hatchery Pharmaceuticals	2/14/2018	2/15/2021	10/1/2017
00113	Tire Retreading Services	4/12/2018	4/12/2021	10/1/2017
00513	Ferry Boat Re-Upholstery Services	6/2/2018	6/2/2021	10/1/2017
01213	Sign Blanks	7/18/2018	7/17/2021	10/1/2017
03913	Clothing for the Disabled	8/22/2018	8/22/2021	10/1/2017
02613	Sweepers, Various Sizes	8/27/2018	8/27/2021	10/1/2017
02515	Satellite Phone Equipment & Services	10/1/2018	10/1/2021	10/1/2017
09014	Dispensers, Kiosks and Promotional Items	10/15/2017	10/15/2021	10/1/2017
06215	Tire Chains	2/16/2018	2/16/2022	10/1/2017
05015	Vehicle Accident Management Services	3/10/2018	3/10/2022	10/1/2017
01116	Offsite data storage services	6/20/2018	6/20/2022	10/1/2017
00316	Marine Waste Management Services	7/31/2018	7/31/2022	10/1/2017
00814	Walk-in Step Vans, Various Sizes	8/4/2022	8/4/2022	10/1/2017
05114	Electrical Supplies	8/29/2017	8/30/2022	10/1/2017
00416	Native Plants	8/31/2019	8/31/2022	10/1/2017
01716	Less-Lethal Munitions & Wea	12/9/2022	12/9/2022	10/1/2017
07514	Deicer Storage Tanks	12/16/2018	12/16/2022	10/1/2017
07914	Rainwear	3/31/2018	3/31/2023	10/1/2017
02415	Sign Support Materials	4/30/2018	4/29/2023	10/1/2017

No.	Contract Title	Stop Date	Max Term	1.5% Fee
				Effective Date
00515	Scrap Metal Collection & Recycling	5/31/2018	5/31/2023	10/1/2017
05115	Reflective Sheeting & Guid	12/14/2019	12/14/2023	10/1/2017
07613	Over the Water, Marine Refueling	1/13/2018	1/19/2024	10/1/2017
04015	Gases: Medical, Specialty, and Industrial	1/31/2018	1/31/2024	10/1/2017
05915	Culverts, Corrugated Polyethylene Pipe	2/14/2020	2/14/2024	10/1/2017
08013	WA State Ferries Uniforms- CI	3/31/2018	3/31/2024	10/1/2017
06715	CBRN Protective Mask and Clothing	4/25/2018	4/25/2024	10/1/2017
06815	Raised Pavement Markers	6/30/2020	6/30/2024	10/1/2017
04016	Electric Vehicle Supply Equipment (EVSE)	9/9/2018	9/9/2024	10/1/2017
00816	Trailers, Various Sizes	12/31/2024	12/31/2024	10/1/2017
03115	Fire Detection & Supression System Services	2/14/2018	2/14/2026	10/1/2017
04915	Fencing Materials and Related Products	12/31/2018	12/31/2026	10/1/2017
09112	SAS- Software License Contract	2/27/2031	2/27/2031	10/1/2017
09712	ESRI - Software Master Purchase Agreement	9/30/2017	9/30/2099	10/1/2017
07814	Enterprise Content Management	8/31/2020		10/1/2017

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

05/22/2017

<u>Date Rec'd</u>	5/8/2017
<u>Clerk's File #</u>	OPR 2017-0351
<u>Renews #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ALI BRAST 625-6638	<u>Project #</u>	
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - MULTI FAMILY HOUSING - 918 WEST MANSFIELD AVENUE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Mahmood Khokhar for one multi-family building with four units located at 918 West Mansfield Avenue, Parcel Number 35073.2612. (Emerson/Garfield Neighborhood Council)

Summary (Background)

RCW Chapter 84.14 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.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u> PED 3/27/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	abrast@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	sbishop@spokanecity.org
<u>Additional Approvals</u>		mpiccolo@spokanecity.org
<u>Purchasing</u>		jmallahan@spokanecity.org
		htrautman@spokanecity.org
		mhughes@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Public Works
March 27, 2017

Subject:

A Multi-Family Tax Exemption Conditional Contract for 4 units in one building at 918 W Mansfield.

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 Mahmood Khokhar for a project of 4 multi-family housing units at 918 W Mansfield. 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:

Mahmood Khokhar

MFTE target area: Monroe Corridor

Qualifying parcel: 35073.2612

Units: 4 units

Average Sq Ft: 1,260 sqft

STA Routes: 1/2 Block from Route 24 and 1 Block from Bus Stop

Affordable: Attempting Affordable Rate

Projected Foregone Tax Revenue over 12 Years: \$28,160

Project Area Map:



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

Tax Abatement Information:

Applicant's Project Assumptions: 918 W Mansfield, the Market Value four total units is estimated at \$102.5/sqft; 1,260sqft average per unit. Total Market Value is expected to be at \$516,600 to with land \$556,920.

918 W Mansfield		Spokane '16 TCA10-15	Property Increase in value	City Tax Forgone
	Unit MV	MV Project	Rate	
Applicant's estimated post construction Market Value	\$129,150	\$ 516,600		
2017 City's tax rate of 4.30			0.0043	
1% increase in property value over 12yrs				63,982
Estimate City of Spokane tax not collected over 12yrs.				28,160

918 W Mansfield				Spokane '17 TCA10-15	Spokane property tax not collected
# of Yrs.	Taxable Value	Annual increase	increase in value		
1	516,600	1%	5,166	0.0043	2,221
2	521,766	1%	5,218	0.0043	2,244
3	526,984	1%	5,270	0.0043	2,266
4	532,253	1%	5,323	0.0043	2,289
5	537,576	1%	5,376	0.0043	2,312
6	542,952	1%	5,376	0.0043	2,335
7	548,328	1%	5,376	0.0043	2,358
8	553,703	1%	5,376	0.0043	2,381
9	559,079	1%	5,376	0.0043	2,404
10	564,455	1%	5,376	0.0043	2,427
11	569,831	1%	5,376	0.0043	2,450
12	575,206	1%	5,376	0.0043	2,473
			63,982		28,160

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 Mahmood Khokhar, as "Owner" whose business address is 328 W Wilson Avenue, Spokane, WA 99208.

WITNESSETH:

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:

MOORES ADD L10 B26

Assessor's Parcel Number(s) 35073.2612, commonly known as 918 W Mansfield 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, approximately four 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.

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 _____ day of _____, 2017

CITY OF SPOKANE

Mahmood Khokhar

By: _____

By: Mahmood Khokhar

Mayor, David A. Condon

Its: OWNER

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, 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 _____, 2017.

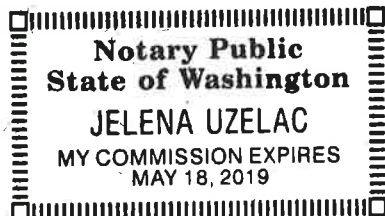
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 1ST day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared MAHMOOD AHMED KHOKHAR, 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 1ST day of March, 2017.



Jelena Uzelac

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

My commission expires May 18, 2019

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

05/22/2017

<u>Date Rec'd</u>	10/24/2016
<u>Clerk's File #</u>	OPR 2017-0352
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	M SHARTS X6840	<u>Project #</u>	
<u>Contact E-Mail</u>	MSHARTS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR18098
<u>Agenda Item Name</u>	1680 SPOKANE HOUSING AUTHORITY- HIFUMI EN APTS		

Agenda Wording

Loan Agreement & other documents with Spokane Housing Authority for rehabilitation of 11 units in the 41-unit Hifumi En Apartments at 926 E 8th Avenue - \$330,000 HOME funds (East Central neighborhood)

Summary (Background)

The City receives HOME grants from HUD for rental housing projects affordable to low-income households. The loan agreement requires that 11 1-bedroom units benefit households at or below 30% of area median income (AMI) for at least 10 years. Work will increase accessibility and update the units. The 3% loan will be deferred 10 years and is potentially forgivable if affordability extends another 10 years.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 330,000 HOME	#	1710-95844-51010-54201-9999 HOME
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KINDER, DAWN	<u>Study Session</u>	PED 11/7/17
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	SCHEIDEGGER, SUZI	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	sscheideger, mdoval, nbond, swilson, sstopher,	
<u>For the Mayor</u>	SANDERS, THERESA	cbrown, kkeenana, dkinder, msharts	
<u>Additional Approvals</u>		bjennings@spokanehousing.org	
<u>Purchasing</u>		ptietz@spokanehousing.org	

PROPOSED BUDGET
SPOKANE HOUSING AUTHORITY
HIFUMI EN APARTMENTS

926 E 8th Ave
Renovation of 11 Units

Rehabilitation	283,303	Owner	92,419
Contactar OH/Profit	28,330		
Construction contingency	34,426	City HOME funds	330,000
Environmental abatement	11,000		
Sales tax	24,647		
Architect/engineering	13,980		
Permits/fees	1,900		
Insurance	2,833		
Relocation expenses	22,000		
TOTAL	\$422,419	TOTAL	\$422,419

Projected work includes renovation to 11 ground floor units to update and improve accessibility, with three being fully ADA accessible within the units. Kitchen layouts in the 11 units will shift from a narrow galley to an L-shape, providing more ease of movement. Bathrooms will be enlarged and include grab bars, low-barrier showers (in three units), higher toilets, and non-slip surfaces. No load-bearing walls will be moved. Units will have new appliances, cabinets, flame-resistant counter tops in the kitchens, flooring, doors, reconfigured linen closet, and wall heater.

**CITY OF SPOKANE
SPOKANE HOUSING AUTHORITY**

HIFUMI EN APARTMENTS

PROMISSORY NOTE

OPR #2017-_____

Borrower: Spokane Housing Authority
55 West Mission Avenue
Spokane, WA 99201

Lender: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: \$330,000.00

Date: _____

1. PROMISE TO REPAY: FOR VALUE RECEIVED, the undersigned **Spokane Housing Authority**, a public body corporate and politic of the State of Washington, hereinafter referred to as "Borrower", promises to repay to the order of the **City of Spokane**, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of **THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of financing the Borrower's renovation of eleven units in the Hifumi En Apartments, located at 926 E. 8th Avenue, Spokane, WA 99202 (the "Project"). This Promissory Note (the "Note") is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and the Note are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. INTEREST: In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first disbursed under the Loan Agreement, at the rate of three percent (3%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirement defined in the Loan Agreement, or any other provisions,

covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of Community, Housing and Human Services for the City of Spokane (the "Director").

3. **REPAYMENT; MATURITY:**

A. **Deferral Period:** Payment of principal and interest shall be deferred during the HOME Affordability Period, as defined in the Loan Agreement and Covenant Agreement, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. **Payment Period:** Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing immediately after the HOME Affordability Period ends, in the amount required to fully amortize the outstanding principal and accrued interest on this Note (including the interest accrued) during the remaining City Affordability Period, as defined in the Loan Agreement. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the Affordability Requirements, at which time any remaining balance would become immediately due and payable in full.

D. **Prepayment:** The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

E. **Late Charges:** A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy.

F. **Application of Payments:** Payments received will first be applied to late charges, then to interest, and finally to principal.

G. **Place of Payment:** Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

H. **Potential Debt Forgiveness:** Repayment shall further be subject to provisions and applicable sections of the Loan Agreement, which allows for debt forgiveness in exchange compliance with the Affordability Requirements during the Forgiveness Period, as defined in the Loan Agreement, subject to conditions specified in the Loan Agreement.

4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. THIS LOAN IS made for the purpose of financing a portion of the costs of the renovation of eleven units in the Hifumi En Apartments, the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the

Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this ____ day of _____, 2017.

SPOKANE HOUSING AUTHORITY

a public body corporate and politic of the State of Washington

By: _____
Pamela J. Tietz, Executive Director

Date: _____

AFTER RECORDING MAIL TO:

City of Spokane
Department of Community, Housing and Human Services
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

OPR #2017-_____

**CITY OF SPOKANE
SPOKANE HOUSING AUTHORITY**

HIFUMI EN APARTMENTS

DEED OF TRUST

Grantor: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35204.0825

Legal Description (abbreviated):

Tracts A, B, C, D, E and F of Lot 1, Tracts A, B, C, D, E and F of Lot 3 and all of Lot 5, Block 8, Hartson's Subdivision, recorded in Spokane County, Washington.

See below for full legal description.

THIS DEED OF TRUST, made this _____ day of _____, 2017, by and between **Spokane Housing Authority**, a public body corporate and politic of the State of Washington, referred to herein as GRANTOR, whose address is 55 West Mission Avenue, Spokane, WA 99201, **Stewart Title of Spokane**, TRUSTEE, whose address is 908 North Howard, Suite 200, Spokane, WA 99201, and the **City of Spokane**, Washington, a Washington state municipal corporation, BENEFICIARY, whose address is c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201.

This Deed of Trust is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement"), HOME Program Loan Covenant Agreement ("Covenant Agreement"), and Promissory Note, secured by this Deed of Trust. The terms of said agreements are incorporated into this Deed of Trust, and the capitalized terms in said agreements shall have the same meaning in this Deed of Trust unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to Beneficiary shall apply.

WITNESSETH: Grantor hereby irrevocably grants and conveys to Trustee in trust, with power of sale, the following described real property (the "Property") in Spokane County, Washington:

Tracts "A", "B", "C", "D", "E" and "F" of Lot 1, Tracts "A", "B", "C", "D", "E" and "F" of Lot 3, All of Lot 5, Block 8, Hartson's Subdivision of Blocks 3-8, Highland Park Addition, according to the plat recorded in Volume "C" of Plats, Page(s) 26, records of Spokane County;

Situate in the City of Spokane, County of Spokane, State of Washington.

Tax Parcel Number: 35204.0825

Property Address: 926 E 8th Ave., Spokane, WA 99202

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, easements, fixtures and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and as further contained in the Loan Agreement, Covenant Agreement, and Promissory Note, secured by this Deed of Trust, and for the purpose of securing payment of the sum of **THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00)** with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust also secures to Beneficiary: (a) the payment of other sums, with interest, advanced to protect the security of this Deed of Trust; and (b) the performance of Grantor's covenants and agreements under this Deed of Trust and the Promissory Note, Covenant Agreement and Loan Agreement of even date herewith.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend the title to the Property against all claims and demands, subject to any prior encumbrances of record.

COVENANTS: Grantor and Beneficiary covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Grantor shall promptly pay when due the principal of and interest on the debt evidenced by the Promissory Note and any late charges due under the Promissory Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Beneficiary under Paragraph 1 shall be applied: first, to any late

charges due under the Promissory Note; second, to interest; and third, to principal due under the Promissory Note.

3. CHARGES; LIENS. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Deed of Trust, including utility charges, whether or not reflected in a recorded lien. Grantor shall pay these obligations on time directly to the person or entity owed payment. Grantor shall promptly furnish to Beneficiary upon request copies of all notices of amounts to be paid under this Paragraph. If Grantor makes these payments directly, Grantor shall promptly furnish to Beneficiary upon request receipts evidencing the payments. Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless: (a) Grantor agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) Grantor contests in good faith the lien in legal proceedings, or defends against enforcement of the lien in legal proceedings, which, in the Beneficiary's opinion, operate to prevent the enforcement of the lien; or (c) Grantor secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust, or (d) Beneficiary has executed an agreement subordinating its interest. If Beneficiary determines that any part of the Property is subject to a lien, which may attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within ten business (10) days of the giving of the notice. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, recorded or unrecorded liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Promissory Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

4. HAZARD OR PROPERTY INSURANCE. A. Grantor shall keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which the Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires in order to maintain adequate protection for the Property, but no act or omission by the Beneficiary shall relieve Grantor of the primary duty to procure adequate insurance. In no event shall such insurance be less than the full replacement cost of the Property (*i.e.*, 100% of replacement cost). The insurance carrier providing the insurance shall be chosen by the Grantor subject to Beneficiary's approval. All policies shall be held by the Beneficiary, and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. If Grantor fails to maintain coverage as described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with Paragraph 7.

B. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

C. Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened thereby. If the restoration or repair is not economically feasible or if Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property or does not answer within thirty (30) days notice from the Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may, in its sole discretion, use the proceeds to restore or repair the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given. Such application of proceeds by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

D. Unless Beneficiary and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If under Paragraph 20, the Property is acquired by Beneficiary, Grantor's right to any insurance policies or proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

5. FLOOD INSURANCE. If the Property is located in a one hundred year FEMA Flood Zone, Grantor shall maintain flood insurance throughout the term of the Loan in an amount not less than the total amount of the Loan or the maximum amount of coverage available through the National Flood Insurance Program, furnishing proof of same upon request by Beneficiary.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; LOAN APPLICATION; LEASEHOLDS. Grantor shall cause the Property to be occupied, established, and used as decent, safe, sanitary and affordable housing for low-income families pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq.) throughout the term of the loan as described in the Promissory Note and Covenant Agreement. Grantor covenants and agrees to keep the Property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built now or hereafter thereon, to restore or replace promptly any building, structure, or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantor may cure such a default and reinstate, as provided in Paragraph 17 by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of Grantor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantor shall also be in default if Grantor, during the loan application

process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Promissory Note. If this Deed of Trust is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

7. PROTECTION OF BENEFICIARY'S RIGHTS IN THE PROPERTY. A. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, the Loan Agreement and/or the Covenant Agreement, or there is a legal proceeding which, in the Beneficiary's good faith judgment, may affect Beneficiary's rights in the Property (including but not limited to proceedings in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Beneficiary shall have the right to take whatever action it deems reasonably necessary and appropriate to protect the value of the Property and Beneficiary's rights in the Property . Although Beneficiary may take action under this Paragraph 7, Beneficiary is not obligated to do so.

B. Any amounts caused to be disbursed by Beneficiary under this Paragraph 7 shall become additional debt secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Promissory Note rate and shall be payable with interest upon notice from Beneficiary to Grantor requesting payment.

C. Grantor covenants and agrees to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of title search and any and all attorney's fees actually incurred, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

D. Grantor further covenants and agrees to pay any and all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

8. INSPECTIONS. Beneficiary or its agent may make reasonable entries upon and inspections of the Property, subject to all applicable landlord/tenant laws. Beneficiary shall give Grantor notice at least 24 hours prior to an inspection; provided, however, such right to notice does not apply to Beneficiary when acting in its regulatory capacity or when exercising its police powers.

9. CONDEMNATION. A. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust and other liens as approved by the Beneficiary, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Grantor and

Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total amount of the sums secured immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

B. If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, and Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

C. Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of such payments.

10. GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or of Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor, except as otherwise provided for in this Deed of Trust. Grantor's covenants and agreements shall be joint and several.

12. LOAN CHARGES. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and; (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Promissory Note or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Note.

13. NOTICES. Grantor shall promptly give Beneficiary written notice of any and all Project defaults (regardless of whether the default is related to the financing provided by Beneficiary and the various agreements governing the terms of such financing, or whether the default is related to any of the various other parties or entities providing financing to the Project under their various agreements), investigations, claims, demands, lawsuits, licensing issues relating to the operation of the building or care facility, or other actions by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law (as defined in Paragraph 19 of this Deed of Trust) of which Grantor has actual or constructive knowledge. Any notice provided for in this Deed of Trust shall be given pursuant to the procedures outlined in the Loan Agreement.

14. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by federal law and the laws of the State of Washington. In the event that any provisions of this Deed of Trust or the Promissory Note conflict with applicable law, such conflict shall not affect other non-conflicting provisions of this Deed of Trust or the Promissory Note, which shall continue in full force and effect.

15. GRANTOR'S COPY. Grantor hereby acknowledges receipt of a conformed copy of the Loan Agreement, Covenant Agreement, Promissory Note, and of this Deed of Trust.

16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR.

A. Except as provided in the Loan Agreement, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, or if any other default occurs under this Deed of Trust, the Promissory Note, the Loan Agreement or the Covenant Agreement, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the execution date of this Deed of Trust. By accepting payment of any sum secured by this Deed of Trust after payment is due, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

B. If Beneficiary exercises the above option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a cure period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any and all remedies permitted by this Deed of Trust without further notice or demand on Grantor.

17. GRANTOR'S RIGHT TO REINSTATE FOLLOWING ACCELERATION. If Grantor meets the conditions outlined in this paragraph, Grantor shall have the right to have enforcement by acceleration of this Deed of Trust discontinued at any time prior to the earlier of: (i) 10 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (ii) entry of a judgment enforcing this Deed of Trust. The conditions which Grantor must meet are that Grantor shall: pay Beneficiary all sums

which then would be due under this Deed of Trust and the Promissory Note as if no acceleration had occurred; cure any default of any other covenants or agreements; pay all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, and; take such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property, and Grantor's obligation to pay the sums secured by this Deed of Trust continue unchanged. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration caused by Grantor's selling or transferring all or any part of the Property or any interest in it (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent.

18. NO FURTHER ENCUMBRANCES. A. For the purposes of protecting Beneficiary's security and keeping the Property free from junior and subordinate financing liens, Grantor agrees and understands that any sale, conveyance, further encumbrance (including the granting of easements and any and all other matters affecting title or other transfer of title to the Property, or any interest therein (whether voluntary or by operation of law), without Beneficiary's prior written consent, shall be an Event of Default under this Deed of Trust.

B. Notice is hereby given to all third parties that any mortgage or other Deed of Trust that they may receive against the Property without the prior written approval and acknowledgment of the Beneficiary of this Deed of Trust shall be null and void and without force or effect.

19. HAZARDOUS SUBSTANCES; REPRESENTATIONS AND WARRANTY. A. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined in this Paragraph 19) on or in the Property, except for the presence, use, storage and disposal of reasonable quantities of such Hazardous Substances as are generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Indemnitor represents, warrants and covenants shall be used, stored and disposed of in accordance with commercially reasonable practices and all applicable laws. Grantor shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state, or local Environmental Law, ordinance, or rule. As used in this Paragraph 19, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

B. Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Grantor hereby represents and warrants that, to the best of the Grantor's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Grantor's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Property, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Grantor has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Grantor represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Grantor is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

20. ACCELERATION: REMEDIES. A. Beneficiary shall give notice to Grantor, prior to acceleration, following Grantor's breach of any covenant or agreement noted in this Deed of Trust, the Loan Agreement, or the Covenant Agreement. The notice shall specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this

Deed of Trust and sale of the Property at public auction to the highest bidder, in accordance with the Deed of Trust Act of the State of Washington (RCW 61.24 or as hereafter amended). The notice shall further inform Grantor of applicable rights to reinstate after acceleration, rights to bring a court action to assert the nonexistence of a default or any other defense Grantor wishes to assert prior to acceleration and sale, and of any other matters required by applicable law to be included in the notice. If the default is not cured on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted under the Loan Agreement, the Covenant Agreement, the Promissory Note, this Deed of Trust or by applicable law. Beneficiary shall be entitled to collect from Grantor all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, attorneys' fees and costs of title evidence.

B. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default. Upon instruction from the Beneficiary to do so, Trustee shall cause the trust Property to be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Beneficiary or its designee may purchase the Property at any sale. Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require.

C. Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property without warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

D. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

21. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property to the person entitled thereto and shall surrender this Deed of Trust and all Promissory Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. SUBSTITUTE TRUSTEE. In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's reasonable discretion, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

23. USE OF PROPERTY. The Property is not used principally for agricultural or farming purposes.

24. BINDING EFFECT. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term "Beneficiary" shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

25. ORAL AGREEMENTS OR ORAL COMMITMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS INSTRUMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any riders executed by Grantor and recorded with it.

IN WITNESS WHEREOF, the Parties have executed this Deed of Trust as of the day and year first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

a public body corporate and politic of the State of Washington

Date: _____

On this ____ day of _____, 2017, personally appeared before me **Pamela J. Tietz**, to me known to be the **Executive Director** of **Spokane Housing Authority**, a public body corporate and politic of the State of Washington, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

By: David A. Condon, Mayor

ATTEST:

By: Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

GIVEN under my hand and official seal the day and year in this certificate above written.

13

WHEN RECORDED RETURN TO:
CITY OF SPOKANE
COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WASHINGTON 99201-3339

OPR #2017-_____

**CITY OF SPOKANE
SPOKANE HOUSING AUTHORITY**

HIFUMI EN APARTMENTS

HOME PROGRAM LOAN COVENANT AGREEMENT

Grantor: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35204.0825

Legal Description (abbreviated):

Tracts A, B, C, D, E and F of Lot 1, Tracts A, B, C, D, E and F of Lot 3 and all of Lot 5, Block 8, Hartson's Subdivision, recorded in Spokane County, Washington.
(See Paragraph I.3 for full legal description.)

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this ____ day of _____, 2017, by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 and **Spokane Housing Authority**, a public body corporate and politic of the State of Washington (the "Borrower" or "Grantor"), whose address is 55 West Mission Avenue, Spokane, WA 99201.

I. STIPULATIONS

1. This Covenant Agreement is a condition of and part of the consideration for the financial assistance provided by the City to the Borrower for the Borrower's renovation of eleven units in the Hifumi En Apartments, a forty-one unit apartment building, located at 926 E. 8th Avenue, Spokane, WA 99202 (the "Project"). Eleven of the forty-one units will be HOME-assisted.

2. This Covenant Agreement is part of a transaction further reflected in a Promissory Note ("Promissory Note") and a HOME Program Loan Agreement ("Loan Agreement") of even date herewith. The City's disbursements under the Loan Agreement are further secured by a Deed of Trust ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said agreements shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

3. The Project is situated in the City and County of Spokane, State of Washington, and its legal description is:

Tracts "A", "B", "C", "D", "E" and "F" of Lot 1, Tracts "A", "B", "C", "D", "E" and "F" of Lot 3, All of Lot 5, Block 8, Hartson's Subdivision of Blocks 3-8, Highland Park Addition, according to the plat recorded in Volume "C" of Plats, Page(s) 26, records of Spokane County;

Situate in the City of Spokane, County of Spokane, State of Washington.

Tax Parcel Number: 35204.0825

Situs Address: 926 E 8th Ave., Spokane, WA 99202

4. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement during the Affordability Period described in Section IV herein below.

5. The covenants contained herein are to be taken and construed as ***covenants running with the land*** and shall pass to and be binding upon the Borrower, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period described in Section IV herein below, the Borrower agrees to the following covenants running with the land which shall bind the Borrower, its heirs, assigns, lessees and successors in interest through the Affordability Period.

II. COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Covenant Agreement and Related Documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved by the Director of Community, Housing and Human Services of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of the Loan Agreement, in accordance with this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor).
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon, and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. Davis Bacon and other requirements may apply due to other funding, but will not be monitored by the City unless required under the City's funding. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of the Loan Agreement.
- L. Upon Project completion, the Project shall complete the final inspections and obtain final approvals on all construction permits, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the eleven (11) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$30,000/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$330,000 HOME dollars/11 HOME units.

The Borrower shall cause this Covenant Agreement to be recorded as a covenant running with the land and the Project. Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the loan, including without limitation title premiums, escrow fees, recording fees, appraisal fees and City's attorneys' fees.

III. INCOME DETERMINATIONS

- A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203 and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family, if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.
- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is ten (10) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), project completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is twenty (20) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with affordability requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.
- C. Rent Limit. During the Affordability Period, rents on the eleven (11) HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities, and tenant-supplied appliances. These units shall include eleven (11) one-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to the Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to §92.252. Recent HUD changes include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing & Human Services Department, or other methods as determined by HUD. Currently, the HUD Utility Schedule Model can be found at:
<http://huduser.org/portal/resources/utilmodel.html>.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to

the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with the Loan Agreement and 24 CFR §92.252(f)(2). Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of the Loan Agreement. The City will review rents for compliance and approve or disapprove them every year. The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to 24 CFR §92.252(f)(3).

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.
- F. Income Limit. At initial occupancy, tenants of the eleven (11) HOME-assisted units shall have incomes not greater than thirty percent (30%) of the Spokane area median income ("AMI") as defined by HUD. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.
- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, once applicable notice and cure periods have expired,

the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. Pursuant to 24 CFR §92.252(e)(3), the City further reserves the right to revive any affordability restrictions according to the original terms of the Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after thirty (30) days written notice, the default meanwhile not having been cured, institute and prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder, including, without limitation of other remedies, the exercise of the City's purchase rights described herein. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

SPOKANE HOUSING AUTHORITY,
a public body corporate and politic of the State of Washington

Date: _____

On this ____ day of _____, 2017, personally appeared before me **Pamela J. Tietz**, to me known to be the **Executive Director** of **Spokane Housing Authority**, a public body corporate and politic of the State of Washington, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

By: _____
David A. Condon, Mayor

By: Terri L. Pfister, City Clerk

STATE OF WASHINGTON)
) ss.
County of Spokane)

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

BRIEFING PAPER
City of Spokane – City Council CHE
Community, Housing & Human Services Department
Multifamily Housing Program Update
November 7, 2016

Subject

Review of affordable rental housing projects, which have been allocated federal HOME funds through the Community, Housing, and Human Services (CHHS) Dept. and will come before City Council in late 2016 and 2017. The attached table includes projects awaiting Council approval and projects that are underway. The recommended projects from the Fall 2016 application round will be included after they are reviewed by the Community Housing and Human Services Board.

Background

The City receives federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), which is administered by the CHHS Dept. Eligible uses include the construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities. Some funding is restricted to non-profits designated as Community Housing Development Organizations (CHDO).

Following an RFP process and review by its Affordable Housing subcommittee, the CHHS Board recommends projects for allocations of HOME funds. Of the two pending projects, the Transitions' cottage homes project is awaiting other funding approvals and the Vasilenko fourplex is on the 11/7/16 Council consent agenda for approval. The construction is complete for two of the projects listed as underway, specifically, Community Frameworks' West 315 and Volunteers of America's The Marilee. They are on the list as all reporting is not finished, so they are still open on the HUD system. ECCO's duplex project may be revised. The remaining projects were recently documented and construction is underway. On 11/2/16, the CHHS Board will meet to recommend Fall 2016 projects for funding. This information will be updated and presented at the CHE Briefing.

Impact

The two pending projects include a total of 28 units, of which 4 will be before Council 11/7/16 and include 2 units for households at or below 30% AMI and two will be for households at or below 50% AMI. The other project with 24 units will be before Council in mid-2017 with 7 HOME units targeting households at or below 30% AMI. The overall project will have 12 units for households at or below 30% AMI and 12 units at or below 50% AMI.

Action

Loan documents for the Basalt Rock LLC's 4 units are before Council. Documents for Transitions' Cottage Homes will be before the Council for action in mid 2017, if other funding is approved.

Funding

The HUD program began in 1992 and the City's annual allocation of HOME funds ranged from \$1.4 to \$1.8 million from 1995 to 2011, and was reduced to under \$1 million in 2012-2016. HOME's eligible uses include: rental housing (acquisition, rehabilitation, or construction), single family housing rehabilitation, tenant-based rental assistance, and homebuyer assistance.

HOME is subject to a number of federal requirements and regulations. The catalogue of Federal Domestic Assistance Number (CFDA) is 14.239. More information is at: <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/>.

Most uses of HOME funds require a 25% match from non-federal sources. The match requirement is evaluated at the program level, not the level of each project. The City has sufficient accumulated match to meet current and many years of future required match.

HOME-FUNDED RENTAL PROJECTS
PROPOSED AND UNDERWAY

Pending (prior allocations recommended by Community, Housing & Human Services Board for approval by Council)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	AH Committee Allocation	CHHS Board approval
Transitions Permanent Supportive Housing N Hemlock (Audubon-Downriver) Buses: 33 (2 mi), 23 (.3 mi)	Transitions	Non-profit	\$400,000	\$6,434,750	15.1	24	5 stu/418 sf 4 1bd/540 sf 12 2bd/650 sf 3 3bd/950 sf	\$268,115	\$361	ELI, VLI-50	10/13/15	11/4/15
1808 E 1st 1808 E First (East Central) Buses: 90	Basalt Rock, LLC/Vasilenko	For profit	\$180,000	\$320,215	0.8	4	3 2bd/1000 sf 1 3bd/1824 sf	\$80,054	\$66	ELI, VLI-50	5/3/16	5/4/16
	Total		\$580,000	\$6,754,965	10.6	28						

Previously Approved by City Council (Underway)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
West 315 315 W Mission (Emerson Garfield) Buses: 27&91 (0 ft), 1825 (2 mi)	West 315 LLC/Community Frameworks	For-profit owner/Non-profit sponsor, LIHTC	\$200,000	\$7,308,732	35.5	33	32 1bd/580 sf 1 2bd/825 sf	\$221,477	\$305	ELI, VLI-40, VLI-50	11/20/14	2015-0734 12/3/14
The Marilee 217 & 223 E 2nd (East Central) Buses: 94 (0 ft), 45 (1 block), 90 (4 blocks)	Volunteers LIHTC LLC/ Volunteers of America Eastern WA & Northern ID	For-profit owner/Non-profit sponsor, LIHTC	\$1,100,000	\$10,295,399	8.4	51	17 stu/370 sf 33 1bd/470 sf 1 mngr	\$201,871	\$368	ELI, VLI-40, VLI-50	11/20/14	2015-0560 12/3/14
ECCO 1st Ave Duplex 2418 E 1st (East Central) Buses: 80 & 94 (1-4 blocks)	East Central Community Organization	Non-profit, CHDO	\$193,345	\$244,738	0.3	2	2 2bd/1,170 sf	\$122,369	\$105	ELI, VLI-50	11/20/14, 10/13/15	12/3/14, 11/4/15
1 South Madelia 1 & 51 S Madelia (was 1704 E Sprague) 1700 blk E First (East Central) Buses: 90	1 South Madelia LLC/ Community Frameworks	For-profit owner/Non-profit sponsor, LIHTC	\$300,000	\$9,064,665	29.2	36	6 1bd/552 sf 11 2bd/768-1028 18 3bd/1209-1219 1 2 bd mngr	\$251,796	\$301	ELI, VLI-40, VLI-50, LI-60	10/13/15	2016-0487 6/20/16
611 S Scott 611 S Scott (East Central) Buses: 2 & 45	Vasilenko	For profit	\$395,000	\$528,356	0.3	6	2 2bd/820 3 3bd/1100 1 3bd/1900	\$88,060	\$77	ELI, VLI-50	5/3/16	2016-0489 6/20/16
Special Skills Duplex 2419 E 4th (East Central) Buses: 94 (blocks), 90 (5 blocks)	Inland Empire Residential Resources	Non-profit CHDO	\$280,000	\$281,500	0.0	2	1 2bd/1248 1 3bd/1248	\$140,750	\$113	ELI	5/3/16	2016-0488 6/20/16
	Total		\$2,468,345	\$27,723,392	10.2	130						

Income levels relate to Spokane area median income (AMI):

- Extremely low-income (ELI)
- Very low-income (VLI-45)
- Very low-income (VLI-50)
- Low-income (LI-60)
- Market (MKT)
- Household income at or below 30% AMI.
- Household income at or below 45% AMI.
- Household income at or below 50% AMI.
- Household income at or below 60% AMI.
- Unrestricted income.

**HOME-FUNDED RENTAL PROJECTS
PROPOSED AND UNDERWAY**

Pending (prior allocations recommended by Community, Housing & Human Services Board for approval by Council)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq. ft.	Cost/ unit	Cost/ sq. ft.	Tenant income level	AH Committee Allocation	CHHS Board approval
Transitions Permanent Supportive Housing N Hemlock (Audubon-Downriver) Buses: 33 (2 mi), 23 (3 mi)	Transitions	Non-profit	\$400,000	\$6,434,750	15.1	24	5 stu/416 sf 4 1bd/540 sf 12 2bd/650 sf	\$268,115	\$361	ELI, VLI-50	10/13/15	11/4/15
1808 E 1st 1808 E First (East Central) Bus: 90	Basalt Rock, LLC/Vasilenko	For profit	\$180,000	\$320,215	0.8	4	3 2bd/1000 sf 1 3bd/1824 sf	\$80,054	\$66	ELI, VLI-50	5/3/16	5/4/16
Hifumi En Apartments 926 E 8th Ave (East Central) Bus: 45 (2 blocks)	Spokane Housing Authority	Public housing authority	\$330,000	\$424,838	0.3	41	11 HOME units 41 1bd/550sf	\$38,622	\$68	ELI, VLI-50	10/11/16	11/2/16
	Total		\$910,000	\$7,179,803	6.9	69						

Previously Approved by City Council (Underway)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type/ approx sq. ft.	Cost/ unit	Cost/ sq. ft.	Tenant income level	Allocation date	Council approval
West 315 315 W Mission (Emerson Garfield) Buses: 27&91 (0 ft), 1&25 (2 mi)	West 315 LLC/Community Frameworks	For-profit owner/Non-profit sponsor, LIHTC	\$200,000	\$7,308,732	35.5	33	32 1bd/560 sf 1 2bd/925 sf	\$221,477	\$305	ELI, VLI-40, LI-60	11/20/14	2015-0734 12/3/14
The Marilee 217 & 223 E 2nd (East Central) Buses: 94 (0 ft), 45 (1 block), 90 (4 blocks)	Volunteers LIHTC LLC/ Volunteers of America Eastern WA & Northern ID	For-profit owner/Non-profit sponsor, LIHTC	\$1,100,000	\$10,295,399	8.4	51	17 stu/370 sf 33 1bd/470 sf 1 mngr	\$201,871	\$368	ELI, VLI-40, VLI-50	11/20/14	2015-0560 12/3/14
ECCO 1st Ave Duplex 2418 E 1st (East Central) Buses: 90 & 94 (1-4 blocks)	East Central Community Organization	Non-profit, CHDO	\$193,345	\$244,738	0.3	2	2 3bd/1,170 sf	\$122,369	\$105	ELI, VLI-50	11/20/14, 10/13/15	12/3/14, 11/4/15
1 South Madelia 1 & 51 S Madelia (was 1704 E Sprague/ 1700 blk E First) (East Central) Buses: 90	1 South Madelia LLC/ Community Frameworks	For-profit owner/Non-profit sponsor, LIHTC	\$300,000	\$9,064,665	29.2	36	6 1bd/552 sf 11 2bd/768-1028 18 3bd/1209-1219 1 2 bd mngr	\$251,796	\$301	ELI, VLI-40, VLI-50, LI-60	10/13/15	2016-0487 6/20/16
611 S Scott 611 S Scott (East Central) Buses: 2 & 45	Vasilenko	For profit	\$395,000	\$528,358	0.3	6	2 2bd/820 3 3bd/1100 1 3bd/1900	\$88,060	\$77	ELI, VLI-50	5/3/16	2016-0489 6/20/16
Special Skills Duplex 2418 E 4th (East Central) Buses: 94 (blocks), 90 (5 blocks)	Inland Empire Residential Resources	Non-profit CHDO	\$280,000	\$281,500	0.0	2	1 2bd/1248 1 3bd/1248	\$140,750	\$113	ELI	5/3/16	2016-0488 6/20/16
	Total		\$2,468,345	\$27,723,392	10.2	130						

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- Market (MKT)
- Household income at or below 30% AMI.
- Household income at or below 45% AMI.
- Household income at or below 50% AMI.
- Household income at or below 60% AMI.
- Unrestricted income.

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	OPR 2017-0353
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID 625-7080	<u>Project #</u>	
<u>Contact E-Mail</u>	DSTOCKDILL@SPOKANEFIRE.ORG	<u>Bid #</u>	RFP 4354-17
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	18108
<u>Agenda Item Name</u>	1970 - ENVIRONMENTAL CONTROL OF SPOKANE		

Agenda Wording

Janitorial contract with Environmental Control of Spokane (Spokane WA), to perform public works janitorial work at various facilities. This contract is for June 1, 2017 to May, 31, 2020 and may be extended for an additional two one year periods.

Summary (Background)

The Spokane Fire Department operates five (5) separate facilities which require a varied schedule of janitorial and cleaning work. These five (5) facilities consist of 1) the Administrative offices at Fire Station 1, 2) The Combined Communications Building, 3) the Fire Department Training Center and Training Administrative offices and 4) the Fire Department Training Field House, and 5) the Fire Department Maintenance Facility.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 24420	#	1640-35351-28200-54906-99999
Expense	\$ 13320	#	1970-35160-22500-54906-42501
Expense	\$ 1200	#	1970-35160-22500-54906-42540
Expense	\$ 11940	#	1970-35160-22500-54906-42548
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 05/15/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Dstockdill@spokanefire.org	
<u>For the Mayor</u>	SANDERS, THERESA	fireaccounting	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		



ENVIRONMENT CONTROL

A BUILDING SERVICE COMPANY

ENVIRONMENT CONTROL, SPOKANE

Attention: Bryan Spray
204 S. Koren Rd., Suite 200
Spokane, WA 99212
(509) 464-3308

Independently Owned and Operated

A PROPOSAL

INCORPORATING THE DISTINCTIVES OF ENVIRONMENT CONTROL . . .

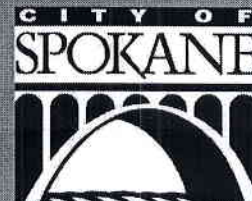
Select Employees
Professional Training and Supervision
Consistent Quality Control
Performance Standards and Rewards
Local Ownership Concern

DEVELOPED ESPECIALLY FOR THE CLEANING NEEDS OF . . .

City of Spokane - Fire Department Facilities
Attention: City of Spokane - Purchasing
Address: 4th Floor - City Hall
808 W Spokane Falls Blvd, Spokane WA 99201

Phone: (509) 625-6403

Date Created: April 27, 2017



RFP #4354-17

**Janitorial Services at Fire Department
Facilities**

4. PROPOSAL CONTENTS

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be submitted in the order noted below:

1. Description of Firm(s)
2. Description of Subcontracted Firm(s)
3. Project Staffing
4. Experience
5. References
6. Fee
7. Appendices, if any.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.1 DESCRIPTION OF FIRM(S).

This part should contain a brief history of the firm, the firm's organization, number and type of personnel, and location of the firm's office

- Environment Control Building Maintenance Company of Spokane, Inc. (will be referred to as EC Spokane throughout this document).
- Environment Control Building Service Company was founded in 1963 by Daryl Kraft. As a college student, Mr. Kraft purchased and operated a small commercial janitorial company just to "make ends meet". By the time graduation approached, his commitment to quality service had earned him a growing customer base that now includes thousands of satisfied customers across the United States. In 1997, after 34 years headquartered in Anaheim, California, Mr. Kraft relocated the corporate office to Coeur d'Alene, Idaho. Today there are over 50 independent Environment Control companies in 19 states.
- EC Spokane was originally established in 1984, Bryan Spray is President and owner from 2012 to present. EC Spokane's commitment to bringing integrity to an industry where it often is lacking continues to be the emphasis from which the company operates. Although we make mistakes, EC Spokane always works to correct the problem in a timely and cooperative way.
- EC Spokane currently has approximately 105 employees and cleans over 1.2 million square feet per night. EC Spokane also has a lost customer rate of less than 3% in the last 5 years which is nearly 10 times better than the industry average.
- EC Spokane organization includes: Owner Manager, Operations Manager, HR, Office Manager, Area Manager, Special Services Manager, Supervisors, Special Service Techs, Floater Fillers, Controllers.
- Address: 204 S. Koren Rd., Suite 200, Spokane Valley, WA 99212

4.2 DESCRIPTION OF SUBCONTRACTED FIRM(S).

This part should contain a brief history for each proposed subcontracted firm, the firm's organization, number and type of personnel, and location of the firm's office.

Company Introduction

Submitted by: Eric Katzer
WESTCOAST WINDOW CLEANING, Inc.
P.O. Box 10492
Spokane, WA 99209
OFFICE: (509) 325-9484
FAX: (509) 325-5434
www.westcoastwindowcleaning.com

Thank you for considering WestCoast Window Cleaning, Inc. as a competitor for your window cleaning needs.

My name is Eric Katzer and I am the owner and president of WestCoast. I have been in the industry now for 35 years, starting at the age of 16 in Des Moines, IA, cleaning windows as I worked my way through college in Pasadena, CA, and now for 25 years as my wife and I have raised our three children here in Spokane, WA.

My passion has always been to provide a quality product in an ethically proper manner. I also like the challenge and excitement that hi-rise window cleaning offers. There is nothing quite like climbing off the top of a building knowing that all the safety precautions are covered and you can enjoy the process before you. It's my personal belief that a hi-rise window cleaning company must be owned and managed by those of us who love the job and know the skills, challenges, and regulations that are unique to our trade.

My company here in Spokane services most of the large commercial building in the downtown core as well as the four major hospitals, Spokane International Airport, and the Northern Quest Resort and Casino. I also have a low-rise division, which services the small commercial jobs and most of the residential work.

Additionally, we are often asked, "Well, if you're out there anyway, can you do...?" So we also provide caulking, painting, exterior building cleaning, bird control, and inspection services.

In addition, as the need presented itself, I began to provide rooftop flag pole repair for those areas where ground based access is not possible and climbing the flag pole is the only option for it's repair.

Finally, the last major service I offer is that of atrium lift rental. Eight years ago I purchased a Reachmaster TS85 atrium lift. This is a specialty lift that can enter a building through a single door if necessary and then once inside, can be deployed to be able to reach up to 85'. I use this equipment throughout the northwest, and even barged it to Juneau, AK for use in an office building there.

WestCoast Window Cleaning is organized as a sub-chapter S corporation with me and my wife as the only two shareholders. Including us there are 3 office staff and 7-10 cleaners.

Our offices are in the home and located at 10609 N Skyline Drive, Spokane WA 99208 with our shop located at 5003 N Maple St Spokane WA 99205.

Please feel free to contact me if you have any further questions.

Thanks,

Eric Katzer

4.3 PROJECT STAFFING.

Identify personnel who are anticipated to be assigned to the project. Briefly describe their roles and responsibilities. Indicate training provided to staff. Identify proposed subcontractors. Any resumes should be limited to two (2) pages per person.

EC Spokane

- President & Owner – Bryan Spray
 - Directly involved in the day to day oversight of his management team ensuring their success in properly caring for Fire Department Facilities.
- Operations Manager – Josh Smith
 - Responsible to provide Fire Department Facilities with all agreed upon service to assure their satisfaction. Development and on-going training of management staff. Documenting, scheduling and completion of service. Maintaining consistent quality control and customer contact.
- HR – Yasmine Omazic
 - Recruitment and hiring of employees. Maintains HR compliance of our company. Placement and training of new employees. Works closely with the Operations Manager to fulfill specific staffing needs for Fire Department Facilities.
- Area Manager – Adam Olsen
 - Assisting Operations Manager and overseeing the nightly cleaning at the Fire Department Facilities. Closely works with Operations Manager and inspection and quality control program. Development and on-going training of cleaning staff.
- Special Services Manager – Rudy Rech
 - Implementing and performing special service requirements. Overseeing special service requests for the Fire Department Facilities. Trains, work with and develops special service team. Closely works with Operations Manager and quality control program.
- Supervisor – Jennifer Eschleman.

- Assists in training of controllers, day porter and floater-filler staff. Spot checks and walk through for verification of cleaning quality .
- Controllers – Esad Besic, Davina Kopplin, Bruce Hill.
 - Provide the nightly cleaning for Fire Department Facilities. Secure facility areas required and report any unusual occurrences or issues. Float and fill in for call offs.
- EC Spokane strives to protect the health and safety of both our customers and their patients. We understand that this does not occur by chance. It is the result of careful attention to all company operations by those who are both directly and indirectly involved with caring for your facility. We accomplish this through the consistent training of our staff in the following areas:
 - Classroom Training – this includes several training videos and worksheets covering
 - 1) General EC Spokane cleaning principles and procedures,
 - 2) Cleaning and Basic Building Safety Training,
 - 3) Global Harmonization (HAZCOM/GHS) & SDS training and
 - 4) EC Spokane Employee Handbook – policies and procedures, HIPPA Acknowledgement and Form.
 - On-sight Training – all staff receive a 4 days/nights of on-sight training from a cleaning Manager/Supervisor on the particular facility/job they are assigned. This includes, but not limited to: facility specific security protocols, proper EC cleaning procedures and techniques, review of key safety policies, etc.
 - The Manager/Supervisor completes our 4-day training checklist on every new employee assuring the standardization and completion of training.
- West Coast Windows currently provides subcontract work for cleaning exterior windows at Fire Station No. 1 Administration Offices.

4.4 EXPERIENCE.

Experience in commercial janitorial services and the ability to provide service over a varied schedule. Keen attention to detail and consistent, quality service is highly valued.

- We are a locally owned and operated company but also have the strong support of a national organization with over 50 years of experience in the commercial cleaning industry. This unique structure combines the care and concern of a local owner with the extensive experience and backing of a national organization. We believe our excellent management practices, our strong approach to leadership, and our proven systems are a significant asset to our customers
- Our program assures that your service is being managed by EC Spokane so our customers do not have to manage us. We pride ourselves in our comprehensive commitment to you and your satisfaction. This includes:
 - The best value for your cleaning budget. We continually strive for excellence and efficiency and pass these benefits on to you.
 - A service that is attentive to your individual needs. Our current customer overall satisfaction provides this evidence.
 - Protection of your facilities, including optimum insurance protection and personalized care.

4.5 REFERENCES.

Provide a list of client references. The list should include the name and telephone number of an appropriate contact person for each client reference. The City reserves the right to contact any additional individuals or firms to obtain information about the Proposer.

- The relationships we have developed with our current customers provide the best proof of our commitment to you.

- **Liberty Mutual Insurance**
Rebecca Richard, Campus Operations Facilitator
Rebecca.richard@libertymutual.com
(509) 944-2031
24001 E Mission, Liberty Lake, WA 99019

Rockwood Property Management c/o Liberty Mutual Insurance
Crystal Byers, Facility Manager
cbyers@rockwoodpm.com
(509) 458-5860
1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019

- *Crystal procures and manages the cleaning contracts for Liberty Mutual Insurance*
- *We provide day porter service and nightly cleaning of campus buildings 364 days/year. We manage and provide janitorial consumable supplies for the facilities. We provide floor care services. Service began June 2015.*

- **Comcast**
Jason Mitchell, Facilities Manager Spokane COE, National Customer Operations
2818 N. Sullivan Rd. Spokane Valley, WA 99216
Jason.Mitchell3@cable.comcast.com
(702) 616-7584

- *We provide day porter service and nightly cleaning of campus buildings 7 days/week. We manage and provide janitorial consumable supplies for the facilities. We provide floor care services. Service includes 5 buildings and three site locations. Original Service location began 2009. Second location 2014. Third location 2015.*

- **Real Life Ministries**
Tony Williams,
1866 Cecil Rd. Post Falls, ID 83854
twilliams@reallifeministries.com
(208) 777-7325
 - *We provide nightly cleaning of campus buildings 5-6 days/week. We provide campus Lock and Arm service. We provide floor care services. Service includes 3 buildings. Service began 2014.*
 - **Columbia Medical Associates**
Tim Craig,
1003 E. Trent, Spokane, WA 99202
tcraig@columbiamedicalassociates.com
(509) 688-6708
 - *We provide nightly cleaning of medical and administrative buildings 5 days/week. We manage and provide janitorial consumable supplies for two of the four facilities. We provide floor care services. Service includes 4 locations. Original Service location began 2013.*
- Any or all EC Spokane customer references are available upon request.

4.6 FEE.

- Completed attached spreadsheet – Exhibit A.

I. TRAINING ADMINISTRATION OFFICE:

*These services shall be performed twice a week on days that will be mutually agreed on,
unless stated otherwise, and include the following:*

Note for ALL Sections: Minutes per Task is the minimum billable minutes to be spent on each task,
i.e. 2 people working for 10 minutes would equal 20 minutes for task.

Office areas, conference rooms, kitchen area, hallways

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							15	
Clean countertops and tables in kitchen and dining area	xx							10	
Vacuum all carpeted areas (except in individual offices)	xx							20	
Sweep (dry mop) hard floors	xx							20	
Clean and sanitize all sinks	xx							15	
Disinfect drinking fountain	xx							5	
Dust tables & desk tops (except in individual offices)		xx						15	
Wet mop hard floors		xx						30	
Wash entry way windows (inside & out)		xx						40	
Edge vacuum carpets where upright will not reach			xx					30	
Spot damp mop hard floors				xx				10	
Spot Clean carpets				xx				15	
Refill paper towel dispensers				xx				10	
Dust high and low surfaces (except in individual offices)					xx			35	
Dust window blinds					xx			60	
Machine scrub and buff hard floors					xx			375	
Wash both sides of windows						xx		225	
Wash outside glass of display cases						xx		20	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	300	
Clean HVAC Diffusers							xx	100	

a

Rest Room(s) (qty-3)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							10	
Clean rest room fixtures and chrome fittings	xx							10	
Clean rest room mirrors	xx							5	
Sanitize toilets, toilet seats, and urinals	xx							15	
Damp mop/wash floors with disinfectant	xx							20	
Spot wash rest room walls, partitions and doors		xx						15	
Clean and fill rest room dispensers from department supplies				xx				5	

Cost

a

Classrooms

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							10	
Wash off all tables	xx							10	
Vacuum all carpets and area rugs	xx							15	
Dust table & desk tops and other vertical surfaces		xx						10	
Edge vacuum carpets where upright will not reach			xx					30	
Spot Clean carpets				xx				15	
Dust high and low surfaces					xx			30	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	260	
Clean HVAC Diffusers							xx	50	

Cost

a

Total Minutes A 1,860.0
Total Cost A \$ -

II. COMBINED COMMUNICATIONS BUILDING:

*These services shall be performed daily (7 days per week) at times that will be mutually agreed on,
unless stated otherwise, and include the following:*

Common use areas (Kitchen, hall ways)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							10	
Wash off all tables and countertops	xx							15	
Vacuum all carpets at entry doors	xx							20	
Sweep (dry mop) hard floors	xx							10	
Clean and sanitize all sinks	xx							10	
Disinfect drinking fountain	xx							5	
Wet mop all hard floors		xx						20	
Wash entry way windows (inside & out)		xx						15	
Spot Clean carpets				xx				20	
Spot damp mop hard floors				xx				10	
Dust high and low surfaces					xx			15	
Dust window blinds					xx			10	
Machine scrub and buff hard floors					xx			220	
Wash both sides of windows						xx		100	
Wash outside glass of display cases						xx		20	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	45	
Clean HVAC Diffusers							xx	30	

Cost

b

Common use areas (conference rooms)

										Monthly Costs
Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial	
Gather all waste paper and garbage and take out to dumpster	xx	xx						5		
Dust chairs and tables	xx	xx						15		
Vacuum all carpets	xx	xx						20		
Spot Clean carpets				xx				10		
Dust high and low surfaces					xx			25		
Edge vacuum carpets where upright will not reach					xx			20		
Dust window blinds						xx		20		
Wash both sides of windows						xx		25		
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	30		
Clean HVAC Diffusers							xx	20		
Cost										b

Common use areas (rest rooms) (qty-6)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial	
Gather all waste paper and take out to dumpster	xx							10		
Clean rest room fixtures and chrome fittings	xx							10		
Clean rest room mirrors	xx							5		
Sanitize toilets, toilet seats, and urinals	xx							20		
Damp mop/wash floors with disinfectant	xx							30		
Spot wash rest room walls, partitions and doors		xx						20		
Clean shower in both bathrooms		xx						20		
Clean and fill rest room dispensers from department supplies				xx				10		
Cost										b
Total Minutes B										890.0
Total Cost B										\$ -

II. COMBINED COMMUNICATIONS BUILDING:

These services shall be performed daily (7 days per week) at times that will be mutually agreed on, unless stated otherwise, and include the following:

911 Dispatch Area

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial	
Gather all waste paper and garbage and take out to dumpster	xx							35		
Clean and sanitize work stations and door handles	xx							55		
Vacuum all carpets	xx							60		
Dust file cabinets, & counters other vertical surfaces		xx						50		
Spot Clean carpets				xx				15		
Dust high and low surfaces					xx			55		
Edge vacuum carpets where upright will not reach					xx			60		
Dust window blinds						xx		260		
Wash both sides of windows						xx		140		
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	220		
Clean HVAC Diffusers							xx	45		
Cost										c
Total Minutes C										995.0
Total Cost C										\$ -

Police & Sheriff Dispatch Areas

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial	
Gather all waste paper and garbage and take out to dumpster	xx							35		
Clean and sanitize work stations and door handles	xx							55		
Vacuum all carpets	xx							60		
Dust file cabinets, & counters other vertical surfaces		xx						55		
Spot Clean carpets				xx				15		
Dust high and low surfaces					xx			55		
Edge vacuum carpets where upright will not reach					xx			60		
Dust window blinds						xx		260		
Wash both sides of windows						xx		160		
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	260		
Clean HVAC Diffusers							xx	45		
Cost										d
Total Minutes D										1,060.0
Total Cost D										\$ -

911, Police & Sheriff Admin. Office Areas

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial	
Gather all waste paper and garbage and take out to dumpster	xx							30		
Dust file cabinets, & counters other vertical surfaces		xx						50		
Vacuum all carpets		xx						50		
Spot Clean carpets				xx				15		
Dust high and low surfaces					xx			55		
Edge vacuum carpets where upright will not reach					xx			55		
Dust window blinds						xx		120		
Wash both sides of windows						xx		140		
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	140		
Clean HVAC Diffusers							xx	45		
Cost										e
Total Minutes E										700.0
Total Cost E										\$ -

**Monthly
Costs**

Fire Department Areas (dispatch)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Wash both sides of windows						xx		60	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	60	
Clean HVAC Diffusers							xx	45	
Cost									f
Total Minutes F									165.0
Total Cost F									

III. FIRE STATION No.1 ADMINISTRATION OFFICES--Both Floors

These services shall be performed twice a week on days that will be mutually agreed on, unless stated otherwise, and include the following:

First & Second Floor Office areas and Basement Offices

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and dispose of in FD dumpster	xx							35	
Clean countertops and tables in kitchen and dining area and clean sink and refill paper towel dispenser	xx							15	
Wash off all tables (lunch/conference/basement offices)	xx							20	
Arrange all furniture (lunch/conference/basement offices)	xx							10	
Vacuum all carpets and area rugs	xx							45	
Sweep (dry mop) hard floors	xx							30	
Disinfect drinking fountain	xx							5	
Wash entry way windows	xx							20	
Dust desk, chairs and office furniture		xx						25	
Dust file cabinets, & counters		xx						30	
Clean and sanitize telephones		xx						15	
Clean north and south stairwells		xx						20	
Spot clean hard floors of any marks		xx						15	
Wet mop all hard floors		xx						45	
Edge vacuum carpets where upright will not reach			xx					30	
Spot Clean carpets				xx				20	
Dust sides of desk and other vertical surfaces					xx			30	
Dust high and low surfaces					xx			60	
Dust window blinds						xx		260	
Machine scrub and buff hard floors						xx		320	
Wash both sides of windows						xx		325	
Wash outside glass of display case						xx		25	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	525	
Clean HVAC Diffusers							xx	60	
Cost									g

Rest Rooms (qty-4)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather and dispose of all waste paper	xx							15	
Clean rest room fixtures and chrome fittings	xx							15	
Clean mirrors	xx							5	
Sanitize toilets, toilet seats, and urinals	xx							15	
Damp mop/wash floors with disinfectant	xx							20	
Spot wash, partitions and doors		xx						15	
Clean and fill dispensers (soap and paper) from F.D. supplies and leave extra supplies close at hand				xx				30	
Cost									g
Total Minutes G									2,100.0
Total Cost G									\$ -

IV. Field House

These Services will be provided once weekly, except in the case where the Vendor is notified that service is not needed as it will be done by training when there is a recruit school.

Rest Room(s) (qty-3)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster		xx						10	
Clean rest room fixtures and chrome fittings		xx						15	
Clean rest room mirrors		xx						10	
Sanitize toilets, toilet seats, and urinals		xx						20	
Damp mop/wash floors with disinfectant		xx						20	
Clean showers		xx						30	
Spot wash rest room walls, partitions and doors		xx						35	
Clean and fill rest room dispensers from department supplies				xx				10	
Cost									h
Total Minutes H									150.0
Total Cost H									\$ -

V. Shop Restroom (At Training Center Complex)

Monthly
Costs

These Services will be provided once a week, on a day that will be mutually agreed on,
unless stated otherwise, and include the following:

Rest Room(s) (qty-3)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take it out to dumpster		xx						20	
Clean 2 sinks, 1 urinal, 1 shower		xx						35	
Machine scrub restroom				xx				135	
Wash bench		xx						15	
Wet wipe face front of lockers		xx						20	
Wash trash can		xx						15	
Cost									
Total Minutes /									240.0
Total Cost /									\$ -

VI. Extras

The services quoted below will not be included in the quote for the main contract, but as a separate charge as needed. If there are services requested beyond the regularly scheduled services and the extra costs below, the department and the vendor are required to enter into a written Change Order recorded with the City of Spokane's Clerk.

CCB (Common Areas)

Bidder will provide an "individual" cost to machine scrub the concrete floors and seal the quality floor sealant and buff.	Cost	per request
Bidder will provide an "individual" cost to machine scrub and wax the kitchen floor.	Cost	375
Restrooms-Bidder shall provide cost to machine scrub 6 bathroom floors in CCB Building	Cost	225
	Cost	250

Dispatch Areas

Bidder shall provide an individual cost for major carpet cleaning in all areas with the exception of the individual office spaces.	Fire	Cost	150
	911	Cost	225
	Police	Cost	150
	Sheriff	Cost	125

Administrative Areas

Bidder shall provide an individual cost for major carpet cleaning in all areas with the exception of the individual office spaces.	Cost	150
--	------	-----

Training Admin

Bidder shall provide an individual cost for major carpet cleaning in all areas with the exception of the individual office spaces.	Cost	295
Machine scrub and seal hallway and break area floors	Cost	350
Machine scrub batrooms	Cost	300

Shop

Detail Clean and disinfect toilet and urinal	Cost	50
--	------	----

General

Additional Janitorial Service---Billed by the hour	Cost	28
--	------	----

QUOTE

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME:

FIRE DEPARTMENT JANITORIAL SERVICES.

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

Training Admin Building-Monthly

CCB cost breakdowns-Monthly

- Cost Common Areas (Including rest rooms)
- Cost 911 Dispatch Area
- Cost Police & Sheriff Dispatch Area
- Cost 911, Police & Sheriff Admin. Officer Area
- Cost Fire Department Dispatch Area

Fire Station #1-Monthly

Field House-Monthly Cost-(Four Visits)

Shop Bathrooms

Total Monthly Quote -----Total Cost A+B+C+D+E+F+G+H+I

Quote Totals			
Minutes	Cost		hours/ month
A 1,860.00	\$ 995.00		31.00
B 890.00	\$ 475.00		14.83
C 995.00	\$ 525.00		16.58
D 1,060.00	\$ 560.00		17.67
E 700.00	\$ 375.00		11.67
F 165.00	\$ 100.00		2.75
G 2,100.00	\$ 1,110.00		35.00
H 150.00	\$ 100.00		2.50
I 240.00	\$ 135.00		4.00
Total 8,160.00	\$ 4,375.00		hours/ month 136.00
			\$ 52,500.00

4.7 APPENDICES.

- Signed copy of Addendum No 1.
- Signed copy of Addendum No 2.



April 19, 2017

ADDENDUM NO. 1

RFP #4354-17 Janitorial Services at Fire Department Facilities

This Addendum is being issued for multiple reasons:

1) To schedule a pre-proposal walk through:

A Pre-Proposal walkthrough will take place at 10:00 am on Thursday, April 27, 2017. Meet at the SFD Training Center, 1618 N Rebecca. Park in the parking lot on the north side of the building. After walking through the 4 facilities at that campus the walk through will move to Fire Station 1 at 44 W Riverside. Parking at Station 1 is in the parking lot to the east of the building or on the street (metered).

2) To answer these questions that have been asked:

1. Is there a scheduled walk through of the site?
See above
2. What is the name of the existing vendor/service contractor?
The existing vendor is Environment Control
3. What is the existing contract price?
\$45,366
4. What changes, if any have been made to the scope of service from the last RFQ?
None
5. What are the square footage of each site?
Don't have that information
6. Which party will be responsible for the cost of consumables, i.e., paper towels, hand soap, trash liners, feminine hygiene products, toilete paper, etc.?
Consumables will be the responsibility of the City; cleaning supplies & equipment will be the responsibility of the vendor.

3) To extend the due date by one week to Monday, May 8, 2017:

SUBMISSION OF PROPOSALS

Submit one (1) original and one (1) digital copy (thumb drive or cd) of Proposal to:

City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane WA 99201

NOTE: Proposals will not be accepted by fax or email

DUE DATE

It is the responsibility of the Proposer to be sure the Proposals are sent sufficiently ahead of time to be received no later than 1:00 PM local time on Monday, May 8, 2017.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.



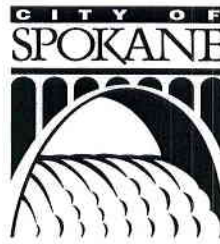
**Thea Prince
Purchasing**

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Environment Control, Spokane
Company

Bryce Spray, President
Authorized Signature



April 28, 2017

ADDENDUM NO. 2

RFP #4354-17 Janitorial Services at Fire Department Facilities

This Addendum is being issued share questions/answers from the pre-proposal walkthrough held on Thursday, April 27th:

Questions:

1. How often does the extra bathroom at Training Administration (3rd locked bathroom) get used?
Daily showers by instructors during recruit school, daily use for toilet the rest of the time
2. What is the square footage of each building?
Don't have that information
3. How often are Interior windows (both sides) washed at Training Administration?
Quarterly.
4. How often are the Locker rooms attached to the Dispatch main bathrooms cleaned?
The locker room is cleaned by Dispatch personnel, not janitorial personnel.
5. What is the preferred start time for service at the CCB to avoid disturbing the dispatch areas (911 and Sheriff/Police) with the noise generated by vacuum cleaners?
Start times are negotiable. The current contractor begins at approximately 5:30 PM at the administration end of the building and does not reach the dispatch areas until approximately 8:00 PM when it is not as busy. Current contractor uses extra quiet vacuums.

Corrections:

1. 4354-17 Exhibit A:
 - a. Section II. Combined Communications Building, Subsection Fire Department Areas (dispatch):
 - i. Change Extent of Service to read: Wash outside of hallway windows only.
 - ii. Delete remaining two rows under Extent of Service.
 - iii. Delete "60" in Minutes per task column.
 - b. Section V. Shop Restroom, Rest Room(s) (qty-3)
 - i. Change Quantity to 1.
2. Addendum NO.1 to RFP #4354-17 Janitorial Services at Fire Department Facilities, Section 2, Question 3:
 - a. Change the answer to "What is the existing contract price?" Current contract price is \$46,620.

Attendees:

1. AA Maintenance – Joe Principe and Audrey (do not recall last name)
2. ABM – Mike Hamilton
3. National Maintenance – Steve Watkins and Ryan Lee
4. Clearview Cleaning – Steve Daves
5. Environment Control – Bryan Spray and Josh Smith

Thea Prince

**Thea Prince
Purchasing**

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Environment Control, Spokane
Company

Bryan Spray President
Authorized Signature

CCB	2035	12	\$ 24,420.00	1640-35351-28200-54906
Training	995	12	\$ 11,940.00	42548
STA 1	1110	12	\$ 13,320.00	42501
Field House	100	12	\$ 1,200.00	42540
Shop	135	12	\$ 1,620.00	42550
			\$ 52,500.00	

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	OPR 2017-0354
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	RES 2017-0035
<u>Contact Name/Phone</u>	BRIAN 625-7002	<u>Project #</u>	
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANEFIRE.ORG	<u>Bid #</u>	SOLE SOURCE
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1970 SPOKANE TREATMENT AND RECOVERY SERVICES		

Agenda Wording

Contract with Spokane Treatment and Recovery Services (STARS) for emergency service van patrol. Contracted estimated to not exceed \$541,546 over the course of the Five(5) year term.

Summary (Background)

Spokane Treatment and Recovery Services (STARS) will be providing transport services to transport publicly intoxicated individuals, with response time criteria, training standards, and future goals for continued integration into the emergency response system, and they are the only local company able and willing to provide this service. Contract term is March 1, 2017 through February 28, 2022

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 99,984.00	#	0020-88100-66000-54201
Revenue	\$ 1.00	#	0020-88100-66000-36200
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 4/17/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	fireaccounting.org	
<u>For the Mayor</u>	SANDERS, THERESA	bschaeffer	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		



City of Spokane

AGREEMENT

Title: **EMERGENCY SERVICE VAN PATROL**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SPOKANE TREATMENT AND RECOVERY SERVICES**, whose address is P.O. Box 2845, Spokane, Washington 99220 as ("STARS Services").

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

The parties agree as follows:

1. PERFORMANCE. STARS shall provide EMERGENCY SERVICE VAN PATROL TO TRANSPORT PUBLICLY INTOXICATED INDIVIDUAL(S), to include the following:

A. City. The City leases to STARS Services a van suitable for transport of intoxicated individuals. Front-line vehicles utilized by STARS in performance of the Agreement shall not be older than five (5) years, from date of manufacture or have more than one hundred seventy five thousand (175,000) miles, whichever comes first. City will provide preventative maintenance at City's schedule.

B. STARS Services.

- 1) STARS shall be responsible for staffing, fuel, and insurance of the van.
- 2) The van shall be available for response on the following days except for Thanksgiving and Christmas:

Sunday:	11 hours
Monday:	16 hours
Tuesday:	16 hours
Wednesday:	16 hours
Thursday:	16 hours
Friday:	19 hours
Saturday:	11 hours

A sobering slot will be made available for Fire Department use during the extended hours of Friday, Saturday and Sunday.

- 3) The van will be available for first response in the downtown core seventy-five percent (75%) of the time.
 - 4) The van will respond within two (2) minutes of notification to a Spokane City Fire/Police call if not committed to another dispatched incident.
 - 5) The van will make sweeps through the downtown core (freeway to the river, Walnut Street to Division Street):
 - i) Five (5) sweeps during the nineteen (19) hour shift
 - ii) Four (4) sweeps during the sixteen (16) hour shifts
 - iii) Three (3) sweeps during the eleven (11) hour shifts.
 - 6) STARS shall respond to administrative requests for information or documents for the City within three (3) business days.
2. AGREEMENT TERM. The Agreement shall be for five (5) years beginning March 1, 2017 and run through February 28, 2022, unless terminated earlier.
3. COMPENSATION.
- A. The City shall pay STARS EIGHT THOUSAND THREE HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$8,332.00) per month for a maximum of NINETY NINE THOUSAND NINE HUNDRED EIGHT FOUR AND NO/100 DOLLARS (\$99,984.00) annually, as full compensation for everything furnished and done under this Agreement. After successful completion of the initial year of this Agreement, \$8,332 annual Compensation amount shall be increased by an amalgamated amount of the combined Consumer Price Indices (CPI) - CPI-U and CPI-W. For the last number of years this amount has consistently been calculated at between one percent (1%) and four percent (4%) increases.
 - B. STARS shall pay the City ONE AND NO/100 DOLLAR (\$1.00) for lease of the van during the Agreement term.
4. PAYMENT. STARS shall send its application for payment to the Spokane Fire Station No.1, Accounting Division, 44 West Riverside Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of STARS' application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Agreement is binding on the parties and their heirs,

successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

9. TERMINATION. The City may terminate this Agreement for cause by ten (10) days written notice to STARS. Either party may terminate this Agreement for any reason by sixty (60) days written notice to the other party. In the event of Agreement termination, the City shall pay STARS for all work previously authorized and performed prior to the termination date.

10. INDEMNIFICATION. STARS shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent act or omission or breach of this Agreement by STARS, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the concurrent negligence of the City, its officers and employees.

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

12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

14. INSURANCE. During the term of the Agreement, STARS shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to STARS' services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: Brian Schaeffer Interim Fire Chief

Attest: _____
City Clerk

Dated: _____

SPOKANE TREATMENT AND RECOVERY
SERVICES

E-Mail address, if available: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

17-473

Briefing on Fire Department Items for Public Safety Committee Meeting

April 17, 2017

Upcoming Council Agenda Items

Forest Land Response Agreement and Federal Grant Agreement

The SFD is requesting authorization to enter into Agreement 93-095492 with DNR for mutual assistance for wildland fires. The contract allows us to lend aid, and receive aid to DNR land and have access to State resources (like aircraft, bull dozers, etc) during wildland fires. (*Chief Brian Schaeffer*)

Medical Advisor Agreement

The existing contract for the SFD's Medical Advisor (Dr. Edminster) will be expiring in April. In preparation, Finance has issued an RFQ for the service. Fire Administration is requesting no changes to the existing contract, pending the selection of the successful Physician. (*Mike Lopez*)

Detox Services Contract:

A resolution has been prepared by Purchasing that identifies Spokane Treatment and Recovery Services (STARS) as the sole source provider for transportation of intoxicated citizens to the STARS treatment facility. Their service is specialized and very unique causing the Department to seek the sole source method for the contract. The resolution authorizes a five (5) year contract with an annual expenditure of \$100,000 per year. (*Mike Lopez*)

Infor Contract

The department is requesting authorization to renew the Annual Maintenance and Support agreement with our Computer Aided Dispatch (CAD) vendor *Infor Public Sector Inc.* The amount due is \$58,431.81 and agreement term is effective May 1, 2017 – April 30, 2018. (*Dusty Patrick*)

Electronic Patient Care Reporting Purchase:

The current EMS ePCR vendor has notified the department that they have stop supporting the existing system and the company is for sale. Additionally, the fire reporting system is two versions behind and the updates are expected to cost for software and for training. The department is pursuing a \$120,000 contract being prepared by Purchasing to allow the replacement of both its fire reporting software and EMS electronic patient record system by amalgamating both systems into one new vendor (ESO). Legal has approved the department to use an existing contract between ESO and the City of Vancouver, WA to purchase the software. Through the amalgamation of both systems into ESO, the department will see a reduction in IT efforts, interfaces, and maintenance fees. Additionally, the program brings the EMS reporting into compliance with the requirements of the National EMS Information System (3.0) and the vendor is required to merge all of the data from the previous system into ESO. (*Dusty Patrick*)

EMS PPE Blanket Contract:

A \$78,000 value blanket for the purchase of high-visibility EMS Personal Protective Equipment (PPE) for SFD's Firefighters and Paramedics has been prepared by Finance. The purchase utilizes a pre-existing contract through the Fire Rescue GPO, and funding is through the SIP Program. (*Deputy Chief Robert Ladd*)

Updates and Information:

The SFD was awarded a funding through the Department of Emergency Management for Clerical support at Fire Training Center \$10,998.

The SFD was awarded pass through funding from an Assistance to Firefighters Grant from the Spokane Valley Fire Department for an incident management training/subscription program. (We paid 10% match of \$5,272.20)

The SFD was awarded funding through Department of Emergency Management for the purchase of unstaffed aerial vehicle (UAV) for \$25,000 and \$20,000 for Hazmat Training

The SFD was awarded up to \$20,000 Grant for the replacement of emergency coordination center gate

Detox Service Sole Source Resolution

RESOLUTION No. _____

A resolution declaring SPOKANE TREATMENT AND RECOVERY SERVICES (STARS) as a sole source provider for transportation of intoxicated individuals in the downtown corridor to the STARS sobering facility - Estimated annual expenditure - \$100,000 including tax.

WHEREAS, the program allows Spokane Fire Department (SFD) personnel to request the STARS transport van when SFD personnel encounter an intoxicated individual in the downtown corridor. Stars then responds in a van and transports the individual to the STARS sobering facility where the individual is able to become sober and is offered the opportunity to enter recovery services at the STARS facility; and

WHEREAS, when not engaged with SFD requests, the STARS driver makes regular sweeps through the downtown corridor in search of intoxicated individuals who can then also be transported to the STARS facility for sobering and possible treatment; and

WHEREAS, STARS is a licensed alcohol and chemical dependency recovery facility; and

WHEREAS, this is a unique program in that it is the only recovery program in the area that combines transportation and recovery services together; and

WHEREAS, ultimately, this program reduces the number of chronic inebriates in the downtown corridor, improving the overall downtown environment. No other chemical dependency organization operates with this model in the community.

WHEREAS, the annual cost of these services exceeds the 2017 public bid limit of \$49,000 -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Spokane Treatment and Recovery Services (STARS) a sole source provider for the transporting of intoxicated individuals in the downtown corridor to the STARS sobering facility; and authorizes a five (5) year contract - annual expenditure of \$100,000.00 including tax.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:


Assistant City Attorney

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	OPR 2017-0355
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRIAN 625-7002	<u>Project #</u>	
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANEFIRE.ORG	<u>Bid #</u>	RFQ 4350-17
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 18109
<u>Agenda Item Name</u>	1970 FIRE DEPARTMENT MEDICAL ADVISOR		

Agenda Wording

Contract with SPOKANE EMERGENCY PHYSICIANS (Spokane WA) to provide medical advisory services to the Fire Department. The term of this contract is May 1, 2017 to April 30, 2018 for a total cost \$445,904.64 over five years.

Summary (Background)

The Spokane Fire Department's Emergency Medical Services program has contracted for the services of a physician since 1980. The Medical Advisor assists the Department in assuring adequate programs for the certification and recertification of the Department's paramedics, emergency medical technicians, CPR instructors and CPR instructor trainers.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 85684.32	#	1970-35121-22200-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 4/17/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	mlopez@spokanefire.org	
<u>For the Mayor</u>	SANDERS, THERESA	fireaccounting@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		



City of Spokane

AGREEMENT

Title: **Medical Advisor SFD**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City", and **SPOKANE EMERGENCY PHYSICIANS**, whose address is P.O. Box 521, Spokane, Washington 99210, as "Medical Advisor".

WHEREAS, the City of Spokane, through the Spokane Fire Department ("Department"), has established an emergency medical services program; and

WHEREAS, it is desirous and necessary to insure adequate programs for the certification and recertification of the Department's Paramedics, emergency medical technicians (EMT), CPR instructors, and medical instructor trainers.

-- NOW, THEREFORE,

The parties agree as follows:

1. RESPONSIBILITIES OF THE ADVISOR. The Medical Advisor shall assist the Department in assuring adequate programs for the certification and recertification of the Department's paramedics, emergency medical technicians, CPR instructors and CPR instructor trainers.

The Medical Advisor shall provide the following services to the Department:

- A. Participate in EMS (Emergency Medical Services) continuing education meetings with Paramedics;
- B. Develop and lead quarterly case review;
- C. Monitor and assist in revising the quality improvement program;
- D. Certify and facilitate the recertification of basic and advanced life support providers;
- E. Consult for HAZ MAT (Hazardous Materials) Team medical issues;
- G. Attend the following meetings and other meetings, as needed:
 - 1) Spokane County EMS Council;
 - 2) Spokane County Disaster committee meetings (as needed);

- 3) Department staff/operations meetings; and
- H. Participate in strategic planning of the Department;
- I. Be available to the Integrated Medical Services Manager and Fire Chief for consultation on EMS issues, and if available, respond to major incidents and unusual occurrences; and
- J. Provide such other related services as may be agreed from time to time.
2. RESPONSIBILITIES/DUTIES OF THE DEPARTMENT.
- The Department shall:
- A. Designate a contact person to coordinate the efforts between the Medical Advisor and the Department;
- B. Notify the Medical Advisor of significant and unusual occurrences involving EMS;
- C. Involve the Medical Advisor in training and competency evaluation of personnel and EMS providers. Additionally, the Department will give full weight and credibility to the Medical Advisor's evaluation of competency and recommendations to the Fire Chief;
- D. Access to the Department's Quartermaster system for Department clothing and identification required by the Department; and
- E. Provide a staff vehicle, if available, to allow field observation of the EMS system and accommodate response to incidents during work periods; and
- F. Reimburse for expenses required to accomplish the duties outlined in this agreement but not required for the practice of Emergency Medicine.
3. COMPENSATION.
- A. The City shall compensate the Medical Advisor in the amount of **SEVEN THOUSAND DOLLARS AND ONE HUNDRED FORTY DOLLARS AND THIRTY SIX CENTS (\$7,140.36)** *per month for half-time services* (approximately fifteen [15] hours per week); and
- B. Compensation shall include an annual cost of living increase of two percent (2%).
4. TERM. This Agreement will run for a **period of five (5) years**, commencing **May 1, 2017** and running through **April 30, 2022**, unless terminated earlier. Either party may terminate this Agreement upon thirty (30) days advance written notice.
5. INSURANCE. The Medical Advisor during the term of this Agreement shall carry the following insurance coverage:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide workers' compensation coverage for all their subject workers. The Medical Advisor shall make the determination as to whether this coverage is required by law or if it is exempt; and
- B. Since Professional Medical Liability insurance is unique to the City, but standard for the medical profession, such medical liability insurance will be accepted as traditionally provided by the professional insurance industry with a limit of not less than \$2,000,000 for each accident, incident or occurrence.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage without thirty (30) days written notice for the Medical Advisor or its insurers to the City.

As evidence of the insurance coverage required by this contract, the Medical Advisor shall furnish acceptable insurance certificates to the City at the time the Medical Advisor returns the signed Agreement. The certificate shall specify all of the parties who are Additional Insureds, will include applicable policy endorsements, will include a thirty (30) day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Medical Advisor shall be financially responsible for all-pertinent deductibles, self-insured retention and/or self-insurance.

6. VENUE STIPULATION. The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only before the courts of competent jurisdiction in Spokane County, Washington.

7. ASSIGNMENT. This Agreement is one of personal services, and accordingly, the Medical Advisor may not assign, sublet or transfer any obligations called for herein unless expressly authorized in writing by the Fire Chief. In the event that Spokane Emergency Physicians dissolves, or the individual representing Spokane Emergency Physicians as outline in this agreement terminate their contract, this agreement will reside with individual representing Spokane Emergency Physicians.

8. NOTICES. All notices given herein shall be in writing and sent by certified mail to the parties at their respective addresses. All notices shall be deemed mailed when deposited in the United States Mail, postage prepaid.

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

10. AUDIT.

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

11. INDEPENDENT CONSULTANT.

The Medical Advisor is an independent Consultant. This Agreement does not intend the Medical Advisor to act as a City employee. The City has neither direct nor immediate control over the Medical Advisor nor the right to control the manner or means by which the Medical Advisor works. Neither the Medical Advisor nor any Medical Advisor employee shall be an employee of the City. This Agreement prohibits the Medical Advisor to act as an agent or legal representative of the City. The Medical Advisor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Medical Advisor shall pay all income and other taxes as due.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Medical Advisor for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Medical Advisor's services will be the degree of skill and diligence normally employed by professional Medical Advisors performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. Amendments/Modifications: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- C. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Medical Advisor after the time the same shall have become due nor payment to the Medical Advisor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- E. The Medical Advisor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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 Agreement by having legally-binding representatives affix their signatures below.

MEDICAL ADVISOR

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Medical Advisor's UBI #

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Medical Advisor's General Scope of Work

Cover Letter

Spokane Emergency Physicians
44 W. 6th Ave
Spokane, WA 99210


April 30, 2017
City Of Spokane - Purchasing
4th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Re: Emergency Medical Advisor

To Whom It May Concern:

The enclosed application will provide you with strong evidence of my qualification for the position of Medical Advisor for Spokane City Fire. Over the past 3 years we have seen some significant progress in the development of the EMS Division of Spokane City Fire and I have every intention to continue that same course with re-appointment as the medical advisor. We have had the opportunity to demonstrate excellence in a number of arenas; from collaboration with neighboring EMS agencies in training and implementation of advanced resuscitation techniques to direct involvement with community crises such as the Windstorm of 2015 and the recent Norovirus outbreak at the House of Charity. I continue to be engaged in the development of county EMS protocols and am an active participant with the County EMS Trauma Council and QI Committec. I remain active with Spokane Emergency Physicians (Fed. ID# 72-1530221/UBI 602224367), at Sacred Heart Medical Center and we value our partnership with Spokane City Fire. I look forward to the opportunity to continue serve the citizens of Spokane County by assisting in the delivery of excellent EMS care through Spokane City Fire Department.

Sincerely,



Dr. Joel D. Edminster
jedminster@spokanecity.org
(509) 435-7099

Experience/Qualification

QUALIFICATIONS

2008-Present *Providence Sacred Heart Medical Center & Providence Sacred Heart Children's Hospital*

- 623-bed nonprofit, Catholic hospital, sponsored by the Sisters of Providence
- Serving the region from the Cascades to Eastern Montana, Southern BC to Northern Oregon
- Tertiary Care Center with Level II Trauma Designation
- JAHCO Certified Primary Stroke Center
- Academic Institution affiliated with UW School of Medicine

2008 - Present *Spokane Emergency Physicians*

- Independent, Democratic Group employing 38 fulltime and part time physicians
- Providing Staff for both Pediatric & Adult Emergency Departments
- 23 % of adult ED patients admitted (21% overall)
- Providing academic opportunities for multiple residency programs statewide and Students from UW School of Medicine
- Elected to Executive Committee consecutive terms 2010-2014

EMS EXPERIENCE

2016 – Present Medical Director

Spokane County Fire Dist#9

- BLS & ALS Agency
- Serving the Citizens of the City of Spokane, Mead & Colbert
- Administrative responsibilities including quality assurance measures and EMS education.

2014 – Present Medical Director

Spokane City Fire Department

- BLS & ALS Agency
- Serving the Citizens of the City of Spokane
- Administrative responsibilities including quality assurance measures and EMS education.

2014-Present Medical Director

Spokane Valley Fire Department

- BLS & ALS Agency
- Serving the Citizens of Spokane Valley & Liberty Lake

- Administrative responsibilities including quality assurance measures and EMS education.

**2012 - Present Medical Director
INHS HTN Paramedic Program**

- 1,508 hour, three-quarter time program leads to certification as a Paramedic in the State of Washington and the National Registry of EMTs.
- U.S. Department of Transportation, National Highway Traffic Safety Administration 2009 Paramedic Curriculum
- CoAEMSP Accredited

**2010 - 2014 Medical Director
Deer Park Ambulance**

- BLS, ILS, & ALS Agency
- Non-profit, private agency serving approximately 600 square miles in Spokane & Stevens County
- Administrative responsibilities including quality assurance measures and EMS education.

**2010 - 2014 Medical Director
Spokane County Fire District #4**

- Established in 1945, the district to serves over 330 square miles of North Spokane County
- 170 member volunteer Firefighters, 25 plus Part-Time Paid Firefighters, 13 career staff/officers
- Administrative responsibilities including quality assurance measures and EMS education.

2007-2008 Flight Physician

- Primary physician on the nationally recognized critical care transport service LifeFlight with 3,500 flights annually.
- Flights include inter-hospital transport of critically ill patients and trauma scene transport for adult and pediatric patients.
- Flight team consists of physician, critical care nurse, and 2 pilots on Sikorsky S-76 rotor wing aircraft.

RESEARCH & PUBLICATIONS

- Serious Physiologic Alterations During Successful Prehospital Advanced Airway Placement
 - Study in progress
 - Poster Presentation NAEMSP – New Orleans 2015
- EMS & Schools for Cardiac Arrest Survival
 - 2-day Program with video didactic & hands-on training in bystander CPR & AED use
 - Pairing Local EMS agencies with public schools for CPR training
- *ABCD Score in TIA* –validation study of a published TIA “score” in an effort to determine its utility as a decision making tool in the ED setting – no publication.
 - PowerPoint presentation at Midwest ACEP 2006
 - Poster presentation at International Stroke conference – San Francisco 2007
- *Ohio Burden of Stroke Study* – State wide, CDC funded study involving pre-hospital stroke education for rural EMS departments in an effort to improve run times and improve time to definitive therapy.

CERTIFICATIONS

- Fellow of the American College of Emergency Physicians
- Board Certified in Emergency Medicine (ABEM)
- Washington State Medical License
- Certified in Ultrasound for FAST, renal, gallbladder, aorta and 1st trimester OB

PROFESSIONAL MEMBERSHIPS

- Diplomate American Board of Emergency Medicine
- Spokane County Medical Society
- Spokane County EMS Council
- Spokane County EMS QI/QA Committee

Education

EDUCATION

- 2005-2008 *MetroHealth Medical Center/Cleveland Clinic Foundation
Emergency Medicine Residency Program - Cleveland, Ohio*
- MetroHealth Medical Center ED treats > 90,000 patients annually
 - Level 1 Trauma Center with Pediatric Commitment
 - Level 1 Burn Center
 - JCAHO Primary Stroke Center
 - Cleveland Clinic Foundation ED treats > 65, 000 patients
 - Rated #1 13 straight years for cardiac care, *US News & World Report*
 - JCAHO Primary Stroke Center
- 2001-2005 *Case Western Reserve University- School of Medicine
Cleveland, OH*
- Doctor of Medicine
- 1996-2001 *Carroll College - Helena, MT*
- Bachelor of Arts – Graduation with Honors – *Cum Laude*
 - Biology & Psychology

Insurance Coverage

Policyholder
SPOKANE EMERGENCY PHYSICIANS
44 W 6TH AVE STE 100
SPOKANE WA 99204

Experience Period:
July 1, 2012 - June 30, 2015

WA Unified Business Identifier (UBI):
602 224 367

L&I Account ID: PAC Number:
041,711-00 16148034

Account Manager:
KERRI WATTS
(360)902-5117

What went into calculating your 2017 workers' comp rates?

1. Change in L&I average 'base' rate: 0.7% average rate increase for 2017; rates specific to your industry can be found on our website at lni.wa.gov
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.
4. A claim-free discount: You earned a 19% claim-free discount in your Experience Factor. Learn how to keep the discount at www.Lni.wa.gov/ClaimFreeDiscount.

Pay your premiums online: www.Lni.wa.gov/QuarterlyReports

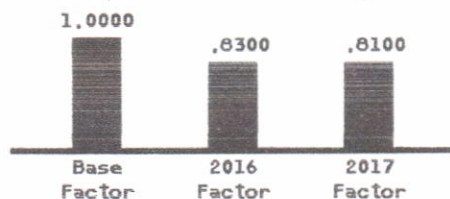
Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?
Send them a copy of this notice.

Class Code	Class Code Description	Rate	Rate	Rate	Rate	Hourly Employer Contribution	Hourly Employee Withholding	Hourly Total Rate
6109-00	Physician/Surgeon NOC-A11 Oper	0.1708	0.0912	0.0021	0.0960	\$0.22410	\$0.08580	\$0.3099

Your Rate Information

Your experience factor history:



What's an experience factor?
See back for an explanation.

This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours* worked to calculate premiums.

PHYSICIAN & SURGEON PROFESSIONAL LIABILITY POLICY DECLARATIONS PAGE

Policy Number: 300000029

Broker Number: 9093041

Named Insured/Mailing Address

Joel David Edminster, MD
44 W 6th Ave
Spokane, WA 99402

Broker Name/Address

Moloney O'Neill an Alliant Insurance Services Inc
Company
818 W Riverside Ste 800
Spokane, WA 99201

POLICY PERIOD: January 1, 2017 to January 1, 2018 at 12:01 a.m. Pacific Standard Time

The limit of the Company's liability shall be as stated subject to all provisions of the policy.

COVERAGES

A. Medical Professional Liability

LIMITS OF
LIABILITY

\$2,000,000 Each Medical Incident
\$6,000,000 Aggregate
Retroactive Date: July 1, 2008

PREMIUM

\$12,608

B. Reserved

C. Reserved

LIMITS OF
INSURANCE

D. Disciplinary Proceeding Defense
Reimbursement

\$50,000 Per Investigation
\$50,000 Aggregate

Included

2017 Total Premium

\$12,608

This policy is issued for the period stated above and may be renewed at the option of the Company. The terms and conditions of the policy shall remain unchanged for succeeding policy years unless endorsed by the Company or a new policy is issued at the time of renewal.

To the extent permitted by law and subject to the approval of the Washington State Insurance Commissioner, the Company has a right to increase its surplus by issuing a capital call on its members.



**Physicians
Insurance**
A MUTUAL COMPANY

1301 Second Avenue, Suite 2700
PO Box 91220
Seattle, WA 98111
(206) 343-7300
(800) 962-1399
F (206) 343-7100

January 1, 2017

Joel David Edminster MD
44 W 6th Ave
Spokane, WA 99402

RE: Policy Number: 300000029

Dear Dr. Edminster,

We are please to inform you that your renewal premium includes an ACCOLADES Loss Experience Credit of 15%. Your policy and Loss Experience Credit will be re-evaluated prior to your next renewal based on your loss experience and continued qualification for this program.

242002

**FIRST NATIONAL INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
ANGELA L EDMINSTER
JOEL D EDMINSTER
2012 S MOLTER
LIBERTY LAKE WA 99019-8725

POLICY CHANGE
CHANGED EFFECTIVE: MAR. 15 2016
POLICY PERIOD FROM: JULY 31 2015
TO: JULY 31 2016

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
OSPREY AGENCY INC
PO BOX 866
VERADALE WA 99037-0866

AGENT TELEPHONE:
(800) 214-1044

RATED DRIVERS ANGELA L EDMINSTER, JOEL D EDMINSTER			
2008 GMC	SIERRA K1500	4 DOOR PICK-UP	ID# 2GTEK13Y081179017
2016 GMC	YUKON DENALI XL	4 DOOR	ID# 1GKS2HKJ0GR274364
LOSS PAYEE	WELLS FARGO DEALER SERVICES		

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2008 GMC LIMITS	PREMIUMS	2016 GMC LIMITS	PREMIUMS
COMBINED SINGLE LIMIT:				
BODILY INJURY & PROPERTY DAMAGE LIABILITY	\$500,000 Each Occurrence	\$ 243.40	\$500,000 Each Occurrence	\$ 176.50
UNDERINSURED MOTORISTS:				
BODILY INJURY	\$500,000 Each Person \$500,000 Each Accident	97.00	\$500,000 Each Person \$500,000 Each Accident	97.00
PROPERTY DAMAGE	\$25,000 Each Accident	15.00	\$50,000 Each Accident	18.30
DEDUCTIBLE:	SEE YOUR POLICY		SEE YOUR POLICY	
COMPREHENSIVE	Actual Cash Value Less \$250 Deductible	88.30	Actual Cash Value Less \$250 Deductible	91.60
COLLISION	Actual Cash Value Less \$500 Deductible	206.40	Actual Cash Value Less \$500 Deductible	237.40
ADDITIONAL COVERAGES:				
LOSS OF USE \$50 Per Day/\$1000 Max		27.70	\$50 Per Day/\$1000 Max	46.10
AUTO LOAN/LEASE				9.80
ROADSIDE ASSIST		10.50		5.50
ORIGINAL PARTS		29.50		32.90
REPLACEMENT				
ENDORSEMENT				
TOTAL		\$ 717.80	TOTAL	\$ 715.10

TOTAL EACH VEHICLE: 2008 GMC \$ 717.80
2016 GMC 715.10

PREMIUM SUMMARY
VEHICLE COVERAGES \$ 1,432.90
DISCOUNTS & SAFECO SAFETY REWARDS You saved \$196.80 Included
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES \$ 1,432.90

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051



References

REFERENCES

- Dr. Gregory Cover – Medical Director, AMR- Spokane
915 West Sharp Street
Spokane, WA 99201
(509) 994-2088
- Dr. Tom Coomes – President, Spokane Emergency Physicians
101 W. 8th Ave.
Spokane, WA 99204
(509) 230-2599
- Dr. James Nania – Spokane County EMS Medical Director
1618 N. Rebecca Street
Spokane, WA 99217
(509) 625-7122

Orlob, Kimberly

From: Prince, Thea
Sent: Monday, May 01, 2017 15:59
To: Schaeffer, Brian
Cc: Lopez, Mike; Orlob, Kimberly
Subject: RFQ #4350-17 Emergency Medical Advisor
Attachments: 4350-17 Dr. Edminster Response.pdf

Importance: High

Good Afternoon - Here is the one response you received to this RFQ. Next step is to negotiate a contract, get legal working on creating contract, brief Public Safety and take it to City Council.



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

Briefing on Fire Department Items for Public Safety Committee Meeting

April 17, 2017

Upcoming Council Agenda Items

Forest Land Response Agreement and Federal Grant Agreement

The SFD is requesting authorization to enter into Agreement 93-095492 with DNR for mutual assistance for wildland fires. The contract allows us to lend aid, and receive aid to DNR land and have access to State resources (like aircraft, bull dozers, etc) during wildland fires. (*Chief Brian Schaeffer*)

Medical Advisor Agreement

The existing contract for the SFD's Medical Advisor (Dr. Edminster) will be expiring in April. In preparation, Finance has issued an RFQ for the service. Fire Administration is requesting no changes to the existing contract, pending the selection of the successful Physician. (*Mike Lopez*)

Detox Services Contract:

A resolution has been prepared by Purchasing that identifies Spokane Treatment and Recovery Services (STARS) as the sole source provider for transportation of intoxicated citizens to the STARS treatment facility. Their service is specialized and very unique causing the Department to seek the sole source method for the contract. The resolution authorizes a five (5) year contract with an annual expenditure of \$100,000 per year. (*Mike Lopez*)

Infor Contract

The department is requesting authorization to renew the Annual Maintenance and Support agreement with our Computer Aided Dispatch (CAD) vendor *Infor Public Sector Inc.* The amount due is \$58,431.81 and agreement term is effective May 1, 2017 – April 30, 2018. (*Dusty Patrick*)

Electronic Patient Care Reporting Purchase:

The current EMS ePCR vendor has notified the department that they have stop supporting the existing system and the company is for sale. Additionally, the fire reporting system is two versions behind and the updates are expected to cost for software and for training. The department is pursuing a \$120,000 contract being prepared by Purchasing to allow the replacement of both its fire reporting software and EMS electronic patient record system by amalgamating both systems into one new vendor (ESO). Legal has approved the department to use an existing contract between ESO and the City of Vancouver, WA to purchase the software. Through the amalgamation of both systems into ESO, the department will see a reduction in IT efforts, interfaces, and maintenance fees. Additionally, the program brings the EMS reporting into compliance with the requirements of the National EMS Information System (3.0) and the vendor is required to merge all of the data from the previous system into ESO. (*Dusty Patrick*)

EMS PPE Blanket Contract:

A \$78,000 value blanket for the purchase of high-visibility EMS Personal Protective Equipment (PPE) for SFD's Firefighters and Paramedics has been prepared by Finance. The purchase utilizes a pre-existing contract through the Fire Rescue GPO, and funding is through the SIP Program. (*Deputy Chief Robert Ladd*)

Updates and Information:

The SFD was awarded a funding through the Department of Emergency Management for Clerical support at Fire Training Center \$10,998.

The SFD was awarded pass through funding from an Assistance to Firefighters Grant from the Spokane Valley Fire Department for an incident management training/subscription program. (We paid 10% match of \$5,272.20)

The SFD was awarded funding through Department of Emergency Management for the purchase of unstaffed aerial vehicle (UAV) for \$25,000 and \$20,000 for Hazmat Training

The SFD was awarded up to \$20,000 Grant for the replacement of emergency coordination center gate

Medical Advisor RFQ

David A. Condon
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR PROFESSIONAL QUALIFICATIONS

City of Spokane, Washington

RFQ NUMBER: #4350-17

DESCRIPTION: EMERGENCY MEDICAL ADVISOR

DUE DATE: Monday, April 24, 2017
No later than 1:00 p.m.

**City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316**

A handwritten signature in cursive script that reads "Shea Prince".

Purchasing

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REQUEST FOR PROFESSIONAL QUALIFICATIONS

EMERGENCY MEDICAL ADVISOR

PART I. GENERAL INFORMATION

1.1 REQUEST FOR QUALIFICATIONS

The City of Spokane is seeking Statements of Professional Qualifications from individuals or groups of individuals interested in contracting with the City of Spokane to serve in the capacity of Emergency Medical Advisor.

The Emergency Medical Advisor shall be:

- A physician or group of physicians licensed to practice in City of Spokane, Washington;
- Current Board Certified as an Emergency Physician or physicians;
- Familiar with the design and operation of Fire-Based EMS systems;
- Experienced in pre-hospital emergency care of acutely ill or injured patients;
- Knowledgeable about local multi-casualty and disaster plans;
- Knowledgeable with emergency medical communications and integration of pre-hospital medical transport systems;
- Knowledgeable about laws and regulations affecting Spokane, Eastern Region and Washington State EMS Rules, Regulations and Operations

1.2 INQUIRIES

Inquiries and other communications about this Request for Professional Qualifications shall be through the City of Spokane Fire Department. Direct communications with other management or elected officials may be grounds for rejecting a qualification packet. Direct inquiries to:

Brian Schaeffer
Interim Fire Chief
City of Spokane Fire Department
44 West Riverside
Spokane, WA 99201
(509) 625-7002
bschaeffer@spokanecity.org

1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is five (5) years and tentatively scheduled to begin on or about June 1, 2017 and to end on May 31, 2022.

PART II. INTRODUCTION

The City of Spokane Fire Department (SFD) provides a tiered response to emergency medical incidents with both basic level and paramedic level first response. The SFD also provides Emergency Medical Dispatch (EMD) services through its Fire Dispatch Center to fourteen (14) agencies in Spokane County. The Spokane Fire Department is recognized as being heavily involved in the Health Community and a regional leader throughout the State in pre-hospital medicine.

PART III. SCOPE OF WORK

The duties of the Emergency Medical Advisor shall include but not limited to the following:

- Establish and monitor compliance with field performance guidelines for EMS personnel.
- Establish and monitor compliance with training guidelines, which meet or exceed the minimum standards set forth in the Washington State Health EMS certification regulations.
- Develop, implement, and revise protocols, if appropriate, governing pre-hospital care and medical aspects of patient treatment and dispatch
- Participate in an effective system audit and quality assurance program.
- Assist with review of EMS communication protocols and emergency medical dispatch training;
- Assist with certification and recertification of basic and advanced life support providers;
- Consult for HAZ MAT (Hazardous Materials) Team medical issues;
- Attend the following meetings and other meetings, as needed,
 - 1) Spokane County EMS Council,
 - 2) Relevant State Department of Health meetings
 - 3) Spokane Fire Department staff meetings

- Review future planning of EMS and Community Paramedicine to be provided by the department;
- Be available to the Fire Chief or his designee for consultation on EMS issues, and if called, respond to major incidents and unusual occurrences; and
- Provide such other related services as may be agreed from time to time.
- Function as the primary liaison between the EMS administration and the local medical community, ascertaining and being responsive to the needs of each.
- Take or recommend appropriate remedial or corrective measures for EMS personnel, in conjunction with local EMS administration, which may include, but are not limited to, counseling, retraining, testing, probation, and/or field preceptorship.

PART IV. PROPOSAL CONTENT AND FORMAT

The responses to this Request for Statement of Professional Qualifications will consist of five (5) specific information subject areas which must be completed and returned in the order indicated below, printed on recycled paper, with each section divided and tabbed with the appropriate section title.

1. COVER LETTER

The Statement of Qualifications packet will include a cover letter at the beginning. The cover letter shall provide a summary of the information presented in the RFQ; include the name, title, address, telephone and email address of the respondent/respondents to this RFQ.

2. EXPERIENCE/QUALIFICATIONS

Provide a statement of experience and qualifications for the individual or group of individuals.

3. EDUCATION

Provide all applicable information pertaining to education and training that qualifies respondent/respondents for this position.

4. INSURANCE COVERAGE:

Provide a copy of the individual or group's insurance policies or an insurance binder for the required insurance coverages in Part V, Section 2.

5. REFERENCES:

Provide three (3) professional references. Provide the name, contact person, telephone number, and complete address.

PART V. PROPOSAL EVALUATION AND SUBMISSION

5.1 PROPOSAL EVALUATION

A) The Statement of Professional Qualifications is due by 1:00 pm on Monday, April 24, 2017.

B) The selection process is a two-step process.

A committee consisting of City staff will evaluate responses received and the most qualified respondent will be recommended. The selected respondent/respondents will be interviewed, and a fee for services will be negotiated.

Selection criteria:

1. Adequacy and completeness of the statement with regard to the information specified, i.e., compliance with terms, conditions, and other provisions contained in the RFQ. 25%
2. Qualifications, experience, and education of respondent. 25%
3. Professional ability to satisfactorily perform the required services as described in the Scope of Work section of this document. 25%
4. References. 25%

The City of Spokane shall select the Respondent/Respondents that it determines will best represent the City.

5.2 SUBMISSION OF PROPOSALS

By signature on the cover letter, respondents certify that they comply with all terms and conditions set out in this Request for Qualifications.

Qualifications shall be delivered to the City no later than 1:00 p.m. PDT on Monday, April 24, 2017. The City reserves the right to not consider qualification packets received late.

Place each copy of the qualifications packet in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"
RFQ – EMERGENCY MEDICAL ADVISOR
DUE MONDAY, APRIL 24, 2017 - 1:00 P.M.
COMPANY NAME

Submit two (2) Copies of the qualifications packet, as follows:

**Original qualifications packet and one (1) digital copy
(CD or Thumb Drive) to:**

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201**

NOTE: Qualification packets will not be accepted by fax or email

The City is not responsible for qualification packets delivered late. It is the responsibility of the respondents to be sure the qualification packets are sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the due date.

The City of Spokane City Hall is a secured building so allow enough time to get through security if delivering a qualifications packet.

Sealed qualification packets will be publicly acknowledged at 1:15 pm on Monday, April 24, 2017 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

5.3 PREPARATION COST OF QUALIFICATION PACKETS

The City shall not be liable for any costs incurred by respondent/respondents in preparing or submitting a qualifications packet. Submitted qualification packets constitute public records which are subject to review and copying by a person making an appropriate request for public record.

5.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received qualifications packets shall remain confidential until the award of contract recommendation has been filed with the City Clerk for City Council action. Thereafter, the qualification packets shall be deemed public records as defined in chapter 42.56 RCW "Public Records."

Any information in the Qualifications Packet that the Respondent/Respondents desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Qualifications Packet exempt from disclosure will not be honored.

The City will consider a Respondent's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Qualifications Packet, it will not be made available until the affected Respondent has been given an opportunity to seek a court injunction against the requested disclosure.

5.5 REJECTION OF PROPOSALS

The City reserves the right to reject any and all Qualifications Packets received without penalty and to not issue a contract as a result of this RFQ.

PART VI. CONTRACT REQUIREMENTS

6.1 INSURANCE

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

- a) Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- b) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- c) Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence with a \$5,000,000 aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two (2) years after the contract is completed.

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

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

6.2 CITY OF SPOKANE BUSINESS REGISTRATION

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

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

6.3 ANTI-KICKBACK

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

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

6.5 LIABILITY

The Individual shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Individual's negligence or breach or its obligations under the contract. The Individual's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Individual's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Individual, its officers and employees shall apply only to the extent of the negligence of the Individual, its officers and employees. The Individual's duty to indemnify shall survive termination or expiration of the contract. The Individual waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	OPR 2017-0356
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRIAN 625-7002	<u>Project #</u>	
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANEFIRE.ORG	<u>Bid #</u>	CITY OF
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1970 ESO SOLUTIONS INC.		

Agenda Wording

Contract with ESO Solutions, Inc., 9020 North Capital of Texas Highway, Suite II-300 Austin Texas, 78759 to provide consulting and development of an incident record management system and other related Services for an amount not to exceed \$140,000.00

Summary (Background)

The current EMS ePCR vendor has notified the department that they have stop supporting the existing system and the company is for sale. Additionally, the fire reporting system is two versions behind and the updates are expected to costly for software and for training. The department is pursuing a \$120,000 contract being prepared by Purchasing to allow the replacement of both its fire reporting software and EMS electronic patient record system by amalgamating both systems into one new vendor (ESO

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 140000	#	5901-79125-94000-56403-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 4/17/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>		bschaeffer	
<u>For the Mayor</u>	SANDERS, THERESA	dpatrick	
<u>Additional Approvals</u>		fireaccounting	
<u>Purchasing</u>	PRINCE, THEA		



City Clerk's No. _____

City of Spokane

CONSULTANT AGREEMENT

Title: **PROJECT DESCRIPTION**

MASTER AGREEMENT # _____

This Agreement made and entered into this June 1, 2017 by and between the City of Spokane, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and ESO Solutions, Inc., hereinafter referred to as "Contractor", whose address is 9020 North Capital of Texas Highway, Suite II-300 Austin Texas, 78759.

WHEREAS, the City desires to engage the Contractor to provide consulting and development of an incident record management system and other related professional services for the City of Spokane. Contractor has agreed to offer its professional services to perform said work; and

WHEREAS, the Contractor has represented by entering into this Agreement and by its response to Request for Proposal #13-15 (RFP) that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

-- NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

Contractor agrees to:

- a. Provide consulting and development of an incident record management system and other related professional services for the City of Spokane per the attached Appendix "A" (subscription agreement (with exhibits) and Appendix "B" and by reference hereto

made a part of this agreement. The order of precedence shall be this agreement, Appendix "A" (with exhibits), and Appendix "B".

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$140,850 unless authorized in writing by the City, according to section 14 of this Agreement. If additional time is needed, please refer to section 5 of this agreement. A written amendment must be attached.

2. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. Time of Performance.

The service of the Contractor is to commence as of June 1, 2017. It is agreed services hereunder shall be completed by September 4, 2017

5. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a

written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

6. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit invoices to City covering both professional fees and project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (po) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. [Reserved]

8. Termination.

The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon "notice of termination" given by the City.

9. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

Prior to performing work under this agreement, Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985 to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

12. Insurance.

The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Contractor agrees to the following requirements relating to insurance coverage:

a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.

b. Worker's Compensation. The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

c. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

d. Professional Liability Insurance. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "Acord" or comparable form.

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Contractor:

Attn: Legal
ESO Solutions, Inc
9020 N. Capital of Texas Hwy, #II-300
Austin, Texas 78759

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

15. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in a court of competent jurisdiction in Spokane County, Washington.

Signature page follows

DATED this _____ day of _____, 2017

CITY OF SPOKANE, a municipal corporation

BY: _____

Attest:

ESO SOLUTIONS, INC., Contractor

BY: _____

Title _____

17-484

Approved as to form by Assistant City Attorney:

(APPENDIX "A") SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "**Agreement**") is entered into this ____ day of _____, 20____ ("**Effective Date**") by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Highway, Building II-300, Austin, Texas 78759 ("**ESO**"), and the City of Spokane, a Washington municipal corporation ("**Customer**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, ESO is in the business of providing software services (the "**Services**") to businesses and municipalities; and

WHEREAS, Customer desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the Parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference herein. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by ESO regarding future functionality or future features.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate one year after the Effective Date ("**Initial Term**"). THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR, UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.
3. **Subscription Fees, Invoices and Payment Terms.**
 - a. **Subscription Fees.** Customer shall pay to ESO the fees for the Services as described in Exhibit A (the "**Subscription Fees**"). ESO may evaluate Customer's usage and adjust Customer's invoice based on changes in Customer usage as indicated in Exhibit A. ESO shall have the option to increase pricing, except during the Initial Term, as long as it provides at least sixty (60) days' notice of such increase to Customer prior to automatic renewal under Section 2 above.
 - b. **Payment of Invoices.** Customer shall pay the full amount of invoices within thirty (30) days of receipt (the "**Due Date**"). Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
 - c. **Disputed Invoices.** If Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer's claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts determined by ESO to be payable shall be due within ten (10) days of such determination.
4. **Termination.**
 - a. **Termination by Customer for ESO Default.** If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer ("**ESO Default**"), Customer may terminate this Agreement without incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO.
 - b. **Termination by ESO for Customer Default.** ESO may terminate this Agreement with no further liability if (i) Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (collectively referred to as "**Customer Default**"). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default, Customer shall remain liable for all accrued Subscription Fees and other charges. In addition, Customer agrees to pay ESO's reasonable expenses (including attorney and collection fees) incurred in enforcing ESO's rights in the event of a Customer Default.
5. **Delivery of Data upon Expiration or Termination of Agreement.** If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4 above, ESO shall deliver to Customer

its data. ESO shall make reasonable and good faith efforts to accommodate Customer's preference for the type of media for delivery. Customer shall reimburse ESO for the cost of the media on which Customer's data is delivered to Customer.

6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.
7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.
8. **Mobile Software.** If Customer elects to use ESO's Mobile Software (the "***Software***"), the provisions of this Section shall apply.
 - a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer a non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
 - b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.
 - c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.
 - d. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
9. **Support and Updates.** During the Term of this Agreement, ESO shall provide Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated herein. ESO will also provide Updates to Customer, in accordance with Exhibit B.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Indemnification by Customer.** Customer will defend and indemnify ESO from any and all claims brought by third parties against ESO and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
12. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY WAS SPECIFICALLY BARGAINED FOR AND IS ACCEPTABLE TO CUSTOMER. FURTHER, EACH PARTY'S WILLINGNESS TO AGREE TO THE LIMITATIONS CONTAINED IN THIS SECTION WAS MATERIAL TO ENTERING INTO THIS AGREEMENT.
13. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. THE SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS,

IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. **Confidential Information.** “*Confidential Information*” shall mean all information disclosed in writing by one Party to the other Party that is clearly marked “CONFIDENTIAL” or “PROPRIETARY” by the disclosing Party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing Party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing Party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing Party shall be returned to the disclosing Party or destroyed upon request of the disclosing Party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected Party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

15. **General Provisions.**

- a. **Force Majeure.** Neither Party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such Party’s performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected Party and occurs without such Party’s fault or negligence.
- b. **Entire Agreement.** This Agreement, including all schedules, exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) (*see Exhibit C*) are incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is asserted.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington without regard to choice or conflict of law rules.
- d. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Spokane County, Washington, and shall be resolved under the laws of the State of Washington. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney’s fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis. The Parties knowingly, voluntarily, and irrevocably waive their right to a trial by jury.
- e. **No Press Releases without Consent.** Neither Party may use the other Party’s name or trademarks, nor issue any publicity or public statements concerning the other Party or the existence or content of this Agreement, without the other Party’s prior written consent. Notwithstanding, Customer agrees that ESO may use Customer’s name and logo in ESO sales presentations, without Customer’s prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO’s name and logo to identify ESO as a vendor of Customer.
- f. **Aggregate Data Reporting.** Customer hereby grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information (“PHI”) unless permitted by law. Moreover, ESO will not identify Customer without Customer’s consent.
- g. **Compliance with Laws.** Both Parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.

- h. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. If Customer has made any change to the Agreement that Customer did not bring to ESO's attention in a way that is reasonably calculated to put ESO on notice of the change, the change shall not become part of the Agreement.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Taxes and Fees. This Agreement is exclusive of all taxes and fees. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.
- k. Independent Contractor. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. ESO is an independent contractor and not an agent of Customer.
- l. Counterparts; Execution. This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. "**electronic signature**" through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.
- m. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) fax. Notices shall be sent to the addresses above. No Party to this Agreement shall refuse delivery of any notice hereunder.

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign and have executed this Agreement on the Effective Date first written above.

ESO:

CUSTOMER:

[Signature]

Chris Dillie

[Printed Name]

President and CEO

[Title]

[Date]

[Signature]

Brian Schaeffer

[Printed Name]

Interim Fire Chief

[Title]

[Date]

EXHIBIT A
SCHEDULE OF SUBSCRIPTION FEES

Customer has selected the following Services, at the fees indicated:

Product	Quantity	Total Price	Line Item Description
EHR Suite w/Quality Management 30,000 - 45,000 Incidents	1.00	\$48,300.00	Annual subscription amount - Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, live support, state and federal data reporting, ongoing weekly web training, software upgrades and updates
Fire Suite 30,000 - 45,000 Incidents	1.00	\$18,995.00	Annual subscription amount – Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades
EHR Mobile	50.00	\$34,750.00	One-time fee for field mobile application use. Includes operation with no internet connectivity, mobile-to-mobile, cardiac monitor interfacing
Interface - CAD (Meets ESO API)	1.00	\$5,995.00	One-time fee - Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included
Interface - Monitor	1.00	\$3,995.00	One-time fee - Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration
NEMSIS Data Import 30,000 - 45,000 Calls	1.00	\$9,995.00	One-time fee. Subject to the terms and conditions of Exhibit D.
NFIRS Data Import 30,000 - 45,000 Calls	1.00	\$9,995.00	One-time fee. Subject to the terms and conditions of Exhibit E.
Telestaff Integration 20,000 - 125,000 Incidents	1.00	\$2,595.00	Annually recurring fee.
Services - Training	4.00	\$3,980.00	One-time fee – Includes online Admin and configuration training, and onsite training
Services - Training Travel Costs	1.00	\$2,250.00	One-time fee
		Grand Total	\$140,850.00

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin upon execution of the Subscription Agreement or upon the commencement of active work on software implementation, whichever date comes later. The Subscription Fees are invoiced annually in advance commencing upon execution of this Agreement.

EXHIBIT B

SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services (“**Support Services**”) that ESO will provide and the service levels that ESO will meet.

1. **Definitions.** Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “**Customer Service Representative**” shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer’s Administrator has been unable to resolve.
- (b) “**Error**” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “**Error Correction**” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “**Priority A Error**” means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) “**Priority B Error**” means an Error that substantially degrades the performance of the Software or materially restricts Customer’s use of the Software.
- (f) “**Priority C Error**” means an Error that causes only a minor impact on Customer’s use of the Software.
- (g) “**Update**” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) “**Normal Business Hours**” means 7:00 am to 7:00 pm Monday through Friday, Central Time Zone.

2. **Customer Obligations.**

Customer will provide at least one administrative employee (the “**Administrator**” or “**Administrators**”) who will handle all requests for first-level support from Customer’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to Customer’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer’s employees. The Administrators will refer any Errors to ESO’s Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. **Support Services.**

- (a) **Scope.** As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) **Procedure.**
 - (i) **Report of Error.** In reporting any Error, the Customer’s Administrator will describe to ESO’s Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
 - (ii) **Efforts Required.** ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. **ESO Server Administration.**

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
 - (i) Microsoft Patch Management
 - (ii) Security patches to supported applications and related components
 - (iii) Event Log Monitoring
 - (iv) Log File Maintenance
 - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) is entered into by and between ESO Solutions, Inc. (“**Vendor**”), a Texas corporation, and Customer (“**Covered Entity**”), as of the Effective Date of the Subscription Agreement, for the purpose of setting forth Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a “**Party**” and collectively as the “**Parties**.” This Agreement shall commence on the Effective Date set forth above.

WHEREAS, Covered Entity, owns, operates, manages, performs services for, otherwise are affiliated with or are themselves a Covered Entity as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the “**Privacy Standards**”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”);

WHEREAS, pursuant to HIPAA and HITECH, the U.S. Department of Health & Human Services (“**HHS**”) promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the “**Security Standards**”) requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information (“**Protected Health Information**” or “**PHI**”), including electronic protected health information (“**EPHI**”);

WHEREAS, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act,” as such may be revised or amended by HHS from time to time;

WHEREAS, in connection with Vendor’s performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively “**Business Arrangements**”), Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

WHEREAS, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. **Vendor Obligations.**

In accordance with this Agreement and the Business Arrangements, Vendor may use, disclose, access, create, maintain, transmit, and/or receive on behalf of Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the “**Confidentiality Requirements**”). All reference to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Vendor uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of Covered Entity pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes “**Genetic Information**” as set forth at 45 C.F.R. §160.103. To the extent Vendor is to carry out an obligation of Covered Entity under the Confidentiality Requirements, Vendor shall comply with the provision(s) of the Confidentiality Requirements that would apply to Covered Entity (as applicable) in the performance of such obligations(s).

2. **Use of PHI.**

Except as otherwise required by law, Vendor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Furthermore, Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501. Covered Entity also authorizes Vendor to collect and store its data for aggregate reporting, but in no event shall Vendor disclose PHI unless permitted by law. Moreover, Vendor will not identify Covered Entity without consent. Covered Entity authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.**

- 3.1 Subject to any limitations in this Agreement, Vendor may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable law. Vendor agrees not to disclose PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Covered Entity in the same manner. Further, Vendor may disclose PHI for the proper management and

administration of Vendor; provided that: (i) such disclosures are required by law; or (ii) Vendor: (a) obtains reasonable assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to third party, and (b) requires the third party to agree to immediately notify Vendor of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Vendor shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Vendor becoming aware of such use or disclosure.

- 3.2 If Vendor uses or contracts with any agent, including a subcontractor (collectively “**Subcontractors**”) that uses, discloses, accesses, creates, receives, maintains or transmits PHI on behalf of Vendor, Vendor shall require all Subcontractors to agree in writing to the same restrictions and conditions that apply to Vendor under this Agreement. In addition to Vendor’s obligations under Section 9, Vendor agrees to mitigate, to the extent practical and unless otherwise requested by the Covered Entity, any harmful effect that is known to Vendor and is the result of a use or disclosure of PHI by Vendor or any Subcontractor in violation of this Agreement. Additionally, Vendor shall ensure that all disclosures of PHI by Vendor and its Subcontractors comply with the principle of “**minimum necessary use and disclosure**,” (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. **Individual Rights Regarding Designated Record Sets.**

If Vendor maintains a Designated Record Set on behalf of Covered Entity, Vendor shall: (i) provide access to and permit inspection and copying of PHI by Covered Entity under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Vendor as required by Covered Entity. Vendor shall respond to any request from Covered Entity for access by an individual within ten (10) business days of such request and shall make any amendment requested by Covered Entity within twenty (20) business days of such request. Any information requested under this **Section 4** shall be provided in a form or format requested, if it is readily producible in such form or format. Vendor may charge a reasonable fee based upon Vendor’s labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Vendor shall notify Covered Entity within ten (10) business days of receipt of any request for access or amendment by an individual.

5. **Accounting of Disclosures.**

Vendor shall make available to Covered Entity within ten (10) business days of a request by Covered Entity the information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Vendor may charge a reasonable fee based upon Vendor’s labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Vendor informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination or expiration of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. **Withdrawal of Authorization.**

If the use or disclosure of PHI under this Agreement is based upon an individual’s specific authorization regarding the use of his or her PHI, and: (i) the individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Vendor agrees, if it has received notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such individual’s PHI except to the extent Vendor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.**

Vendor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Vendor and Covered Entity with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents.

8. **Implementation of Security Standards; Notice of Security Incidents.**

Vendor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Vendor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Vendor will use commercially reasonable efforts to ensure that the technology safeguards used by Vendor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI. Vendor will promptly report to Covered Entity any Security Incident of which it becomes aware; provided, however, that Covered Entity acknowledges and shall be deemed to have received notice from Vendor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Vendor; and (ii) immaterial incidents such as “pinging” or “denial of services” attacks. At the request of Covered Entity, Vendor shall identify: the date of the Security Incident, the scope of the

Security Incident, Vendor's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 ("**HIPAA Breach**"). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as describe below in this **Section 9.1**, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery of a HIPAA Breach, Vendor will notify Covered Entity immediately and in no event later than five (5) business days after Vendor discovers such HIPAA Breach unless Vendor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor. Vendor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Vendor. No later than ten (10) business days following a HIPAA Breach, Vendor shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et. seq.* This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

9.2 **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of **Section 9.1**, Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including, but not limited to, PHI and referred to hereinafter as "**Individually Identifiable Information**") that, if misused, disclosed, lost or stolen would trigger an obligation under one or more State data breach notification laws (each a "**State Breach**") to notify the individuals who are the subject of the information. Vendor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Vendor shall promptly: (i) notify Covered Entity within five (5) business days of such misuse, disclosure, loss or theft; and (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI or Individually Identifiable Information.

10. **Obligations of Covered Entity.**

10.1 **Notification Requirement.** Covered Entity shall notify Vendor of:

- a. Any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such changes may affect Vendor's use or disclosure of PHI;
- b. Any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor's use or disclosure of PHI; and
- c. Any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PHI.

10.2 **Permissible Requests.** Covered Entity agrees that it will not request Vendor to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Covered Entity.

11. **Terms and Termination.**

11.1 **Termination.** This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 11**; provided, however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 **Termination with Cause.** Either Party may immediately terminate this Agreement if either of the following events have occurred and are continuing to occur:

- a. Vendor or Covered Entity fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) business days after written notice of such failure has been given; or
- b. Vendor or Covered Entity violates any provision of the Confidentiality Requirement or applicable federal or state privacy law relating to its obligations under this Agreement.

11.3 **May Terminate Business Arrangements in Event of Cause Termination.** Termination of this Agreement for either of the two reasons set forth in **Section 11.2** above shall be cause for immediate termination of any Business Arrangement pursuant to which Vendor uses, discloses, accesses, receives, creates, or transmits PHI for or on behalf of Covered Entity.

11.4 Termination Upon Conclusion of Business Arrangements. Upon the expiration or termination of all Business Arrangements, either Covered Entity or Vendor may terminate this Agreement by providing written notice to the other Party.

11.5 Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Vendor agrees either to return all PHI or to destroy all PHI received from Covered Entity that is in the possession or control of Vendor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Vendor shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI. Vendor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 11.5** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

12. **No Warranty.**

PHI IS PROVIDED SOLELY ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Ineligible Persons.**

Vendor represents and warrants to Covered Entity that its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) of any state healthcare program (collectively, the "*Healthcare Programs*"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the "*Warranty of Non-exclusion*"). Vendor representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Vendor shall immediately notify Covered Entity of any change in the status of the representations and warranties set forth in this **Section 13**. Any breach of this **Section 13** shall give Covered Entity the right to terminate this Agreement immediately.

14. **Equitable Relief.**

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that either Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity.

15. **Entire Agreement.**

This Agreement constitutes the complete agreement between Vendor and Covered Entity relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however* that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that a Party believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, that Party may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to the other Party which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

EXHIBIT D
STATEMENT OF WORK - NEMSIS 2.2.1 Import to ESO

Problem Description

Potentially all customers transitioning from previous ePCR vendor software would like their previous patient care records accessible within the ESO software suite for historical reference and multi-level reporting.

Third Party System Requirements (Exporting System)

Extract Formats

ESO will need data extracted into single-record valid NEMSIS 2.2.1 XML files named with a unique identifier for the patient care record it contains. Any attachments the customer would like included will be coded with the same unique identifier, with an appended number, such as “XXXXXXXXX_001.jpg”, following each file name. All attachments will be included in the same location as the NEMSIS 2.2.1 XML files, including a required PDF of each patient care record. Consequently, for each and every patient care record the customer sends to the ESO software suite, there will be the following:

- {Patient Care RecordID}.XML
 - {PatientCareRecordID_Runsheet}.PDF
 - 1-N Attachments {PatientCareRecordID_###.*}

Solution Architecture

Data Access Solution

The CDR approach outlined in this document will allow historical reporting and printed PDF access to the imported PCRs through the Adhoc and Archive Search features only.

Archive Search

Archive Search is a feature accessible within ESO EHR where an imported record can be distinctly searched for by Patient Name or Incident Number. Once located, the user is able to view any attachments that were provided with the imported record. With this tool, the printed patient care record can be attached during import and made accessible.

Adhoc Reporting Access

For use in Adhoc, ESO will only import the supplied NEMSIS content for each exported record, not including any unsupported NEMSIS 2.2.1 custom elements or list extensions that may have been added to previous client server systems. Generally imported data, supplied by the exporting system, includes:

- Incident Information (Scene, Response, Situation)
- Patient Information
- Billing Information
- Vital Signs
- Flow Chart Treatments
- CPR Specialty Patient Forms

Work Item Breakdown

- Validate inbound record collection and isolate exceptions to be cleaned up by customer
 - 7 Days
- Validate naming conventions for file name correlations
 - 7 Days
- Historical load of agency data
 - 2-10 Seconds per patient care record

Assumptions

- Customer will provide:
 - Extract for each agency by individual patient care record in valid NEMSIS 2.2.1 format for upload processing into ESO software suite.
 - Directory of PDFs and attachments by patient care record that will be named the same as the [E01_01] value from the NEMSIS file (the patient care record number).

Should Customer be unable to meet the Assumptions listed above, ESO may not be able to complete the project as described herein. In this event, ESO shall refund all unearned fees paid by Customer for the “Services – Data Migration” service.

EXHIBIT E
STATEMENT OF WORK - NFIRS Import to ESO
NFIRS Data Import to ESO – SOW
Problem Description

Potentially all customers transitioning from previous FIRE vendor software would like to have their record accessible within the ESO Solutions application suite for historical reference and reporting.

Third Party System Requirements (Exporting System)

Extract Formats

ESO will need the data to be imported in single/multiple (if multiple files then one file per year) valid NFIRS 5.0 files, with file being named with ESO's "AgencyCode_DateRangeofRecords" in the file. Currently, ESO doesn't have the capability to import the attachments associated with the records in the file.

Solution Architecture

Data Access Solution

The approach outlined in this document will allow access of these records in ESO FIRE application for historical references (can print too) and through Adhoc, Canned, Analytics for reporting.

ESO FIRE Application

Imported Records are accessible from ESO's FIRE application where an imported record can be searched using the "Search" feature. Once located the user is able to view/edit the Incident, associated Exposures and can perform all the operations in FIRE application as it was a record created using ESO's FIRE application. However, ESO doesn't recommend edit operation as it will change the integrity of imported data and may result in issues with "Validate and Lock" process.

Adhoc/Canned/Analytics Reporting Access

Imported Records are accessible from all of ESO's reporting tools – Adhoc, Canned and Analytics

Work Item Breakdown

- Validate NFIRS file(s) provided by customer and time to fix it, if needed.
 - 7 Days
- Import NFIRS file(s) to staging area, prior to production migration
 - 5 Days
- Historical Load of Agency Data
 - It varies based on number of records getting migrated to ESO platform (2-3 secs/record)

Assumptions

- Customer will provide the source data in NFIRS 5.0 file format, either in "All-in-one" file or multiple files (one file per year)
- Source files provided are to be valid NFIRS 5.0. If not, ESO will import file "As It Is" on customer approval
- ESO will check the integrity of the data as part of the process and will have Agency's missing demographics info (like Units, Stations and Personnel etc.) added to the system as "Inactive" before the import
- Existence of "Plus One" codes in source files will be converted to their "Base code" for import
- Incidents with multiple exposures will be imported as "Multiple Exposures" for an incident
- All the Incidents are imported as "Locked" Incidents
- None of the records imported to ESO platform will be exported as part of NFIRS reporting

Should Customer be unable to meet the Assumptions listed above, ESO may not be able to complete the project as described herein. In this event, ESO shall refund all unearned fees paid by Customer for the Service described in this Exhibit.

(APPENDIX "B")



ESO Solutions, Inc.
9020 N. Capital of Texas Hwy.
Building II-300
Austin, TX 78759

ESO CONTACT DETAILS

Prepared By	Scott Kelly	Phone	(512) 308-1026
Email	scott.kelly@esosolutions.com		

CUSTOMER CONTACT DETAILS

Contact Name	Brian Schaeffer	Quote Number	00009186
Bill To Name	Spokane Fire Department	Created Date	5/8/2017
Bill To	44 W Riverside Ave. Spokane, Washington 99201 United States	Expiration Date	6/30/2017

QUOTE LINE ITEMS

Product	Quantity	Total Price	Line Item Description
EHR Suite w/Quality Management 30,000 - 45,000 Incidents	1.00	\$48,300.00	Annual subscription amount - Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, live support, state and federal data reporting, ongoing weekly web training, software upgrades and updates
Fire Suite 30,000 - 45,000 Incidents	1.00	\$18,995.00	Annual subscription amount - Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades
EHR Mobile	50.00	\$34,750.00	One-time fee for field mobile application use. Includes operation with no internet connectivity, mobile-to-mobile, cardiac monitor interfacing
Interface - CAD (Meets ESO API)	1.00	\$5,995.00	One-time fee - Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included
Interface - Monitor	1.00	\$3,995.00	One-time fee - Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration
NEMSIS Data Import 30,000 - 45,000 Calls	1.00	\$9,995.00	One-time fee. Subject to the terms and conditions of Exhibit D.
NFIRS Data Import 30,000 - 45,000 Calls	1.00	\$9,995.00	One-time fee. Subject to the terms and conditions of Exhibit E.
Telestaff Integration 20,000 - 125,000 Incidents	1.00	\$2,595.00	Annually recurring fee.
Services - Training	4.00	\$3,980.00	One-time fee - Includes online Admin and configuration training, and onsite training
Services - Training Travel Costs	1.00	\$2,250.00	One-time fee

Grand Total \$140,850.00

NOTES

1. The subscription rate is based on volume and will be re-evaluated on an annual basis.
2. Further terms and conditions apply as defined in the ESO Subscription Agreement.
3. If your organization is not tax exempt, sales tax will be added where applicable.
4. If applicable, additional charges from your billing and/or CAD vendor may apply and should be discussed with that vendor.

Briefing on Fire Department Items for Public Safety Committee Meeting

April 17, 2017

Upcoming Council Agenda Items

Forest Land Response Agreement and Federal Grant Agreement

The SFD is requesting authorization to enter into Agreement 93-095492 with DNR for mutual assistance for wildland fires. The contract allows us to lend aid, and receive aid to DNR land and have access to State resources (like aircraft, bull dozers, etc) during wildland fires. (*Chief Brian Schaeffer*)

Medical Advisor Agreement

The existing contract for the SFD's Medical Advisor (Dr. Edminster) will be expiring in April. In preparation, Finance has issued an RFQ for the service. Fire Administration is requesting no changes to the existing contract, pending the selection of the successful Physician. (*Mike Lopez*)

Detox Services Contract:

A resolution has been prepared by Purchasing that identifies Spokane Treatment and Recovery Services (STARS) as the sole source provider for transportation of intoxicated citizens to the STARS treatment facility. Their service is specialized and very unique causing the Department to seek the sole source method for the contract. The resolution authorizes a five (5) year contract with an annual expenditure of \$100,000 per year. (*Mike Lopez*)

Infor Contract

The department is requesting authorization to renew the Annual Maintenance and Support agreement with our Computer Aided Dispatch (CAD) vendor *Infor Public Sector Inc.* The amount due is \$58,431.81 and agreement term is effective May 1, 2017 – April 30, 2018. (*Dusty Patrick*)

Electronic Patient Care Reporting Purchase:

The current EMS ePCR vendor has notified the department that they have stop supporting the existing system and the company is for sale. Additionally, the fire reporting system is two versions behind and the updates are expected to cost for software and for training. The department is pursuing a \$120,000 contract being prepared by Purchasing to allow the replacement of both its fire reporting software and EMS electronic patient record system by amalgamating both systems into one new vendor (ESO). Legal has approved the department to use an existing contract between ESO and the City of Vancouver, WA to purchase the software. Through the amalgamation of both systems into ESO, the department will see a reduction in IT efforts, interfaces, and maintenance fees. Additionally, the program brings the EMS reporting into compliance with the requirements of the National EMS Information System (3.0) and the vendor is required to merge all of the data from the previous system into ESO. (*Dusty Patrick*)

EMS PPE Blanket Contract:

A \$78,000 value blanket for the purchase of high-visibility EMS Personal Protective Equipment (PPE) for SFD's Firefighters and Paramedics has been prepared by Finance. The purchase utilizes a pre-existing contract through the Fire Rescue GPO, and funding is through the SIP Program. (*Deputy Chief Robert Ladd*)

Updates and Information:

The SFD was awarded a funding through the Department of Emergency Management for Clerical support at Fire Training Center \$10,998.

The SFD was awarded pass through funding from an Assistance to Firefighters Grant from the Spokane Valley Fire Department for an incident management training/subscription program. (We paid 10% match of \$5,272.20)

The SFD was awarded funding through Department of Emergency Management for the purchase of unstaffed aerial vehicle (UAV) for \$25,000 and \$20,000 for Hazmat Training

The SFD was awarded up to \$20,000 Grant for the replacement of emergency coordination center gate

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

05/22/2017

<u>Date Rec'd</u>	5/9/2017
<u>Clerk's File #</u>	OPR 2017-0358
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 18097
<u>Agenda Item Name</u>	5300 - SOFTWARE ONE MICROSOFT SELECT		

Agenda Wording

Contract with Software One for Microsoft Select Agreement, utilizing WA State DES/Microsoft Contract This is a one (1) year agreement. May 31, 2017 through May 30, 2018 for \$119,826.27 Including Tax

Summary (Background)

This agreement is the Microsoft Select Agreement for State and Local Governments to use for Right to Use Licensing and Software Assurance costs for applications (i.e. MS Project, FrontPage, MSDN) and Desktop systems (i.e MS SQL Database, Exchange CAL's) and Servers (i.e., Windows Operating Systems, Outlook). It is imperative to the City that the functionality of the Microsoft products and the software is stable and consistent. The City of Spokane will be using a WA State DES Contract that is TBD.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 53827.27	#	5300-73450-18850-54820
Expense	\$ 66539.00	#	5300-73900-18850-54820
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Finance Com. 5/8
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	

BRIEFING PAPER
City of Spokane
Information Technology
May 8, 2017

Subject

Contract with Software One utilizing WA State DES/Microsoft Contract (TBD Current contract with Software One expired on 4/30/17) There will be a company change with the new WA DES Contract to Software House International.

This is a one (1) year agreement. May 31, 2017 through May 30, 2018 for \$119,826.27 Including Tax

Background

This agreement is the Microsoft Select Agreement for State and Local Governments to use for Right to Use Licensing and Software Assurance costs for applications (i.e. MS Project, FrontPage, MSDN) and Desktop systems (i.e MS SQL Database, Exchange CAL's) and Servers (i.e., Windows Operating Systems, Outlook). It is imperative to the City that the functionality of the Microsoft products and the software is stable and consistent. The City of Spokane will be using a WA State DES Contract that is to be determined and the current contract and vendor expired on 4/30/17

Impact

Without this contract, The City of Spokane would not be supported by Microsoft and the City would not be able to continue using the Microsoft platform without penalty

Action

City IT recommends approval

Funding

5300-73450-18850-54820

	City of Spokane Select Plus (PCN: B622BB8C)
SKU	Product
	Annual SA Due 6/1/2017
065-03516	Excel Sngl SA MVL
394-00529	ExchgStdCAL SNGL LicSAPk MVL UshrCAL
394-00559	ExchgStdCAL SNGL SA MVL UshrCAL
269-05708	OfficeProPlus SNGL SA MVL
	OneNote Sngl SA MVL (now free)
076-01920	Prjct SNGL SA MVL
H30-00256	PrjctPro SNGL SA MVL w1PrjctSvrCAL
810-04862	SQLSvrEnt SNGL SA MVL
7JQ-00355	SQLSvrEntCore SNGL SA MVL 2Lic CoreLic
228-04529	SQLSvrStd SNGL SA MVL
7NQ-00301	SQLSvrStdCore SNGL SA MVL 2Lic CoreLic
9EP-00198	SysCtrDatactrCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $5 \times 16 / 2 = 40$
9EN-00191	SysCtrStdCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $55 \times 16 / 2 = 440$
D87-01158	VisioPro SNGL SA MVL
D86-01252	VisioStd SNGL SA MVL
MX3-00117	VSEntwMSDN ALNG SA MVL (Premium & Ultimate transition to Enterprise)
77D-00111	VSProwMSDN ALNG SA MVL
R18-00130	WinSvrCAL SNGL LicSAPk MVL UshrCAL
R18-00086	WinSvrCAL SNGL SA MVL UshrCAL
9EA-00268	WinSvrDCCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $1 \times 16 / 2 = 8$
9EM-00263	WinSvrSTDCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $112 \times 16 / 2 = 896$
	2017 Total:
	Annual SA Due 6/1/2018
065-03516	Excel Sngl SA MVL
394-00529	ExchgStdCAL SNGL LicSAPk MVL UshrCAL
394-00559	ExchgStdCAL SNGL SA MVL UshrCAL
269-05708	OfficeProPlus SNGL SA MVL
	OneNote Sngl SA MVL (now free)
076-01920	Prjct SNGL SA MVL
H30-00256	PrjctPro SNGL SA MVL w1PrjctSvrCAL
810-04862	SQLSvrEnt SNGL SA MVL
7JQ-00355	SQLSvrEntCore SNGL SA MVL 2Lic CoreLic
228-04529	SQLSvrStd SNGL SA MVL
7NQ-00301	SQLSvrStdCore SNGL SA MVL 2Lic CoreLic
9EP-00198	SysCtrDatactrCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $5 \times 16 / 2 = 40$

9EN-00191	SysCtrStdCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor 55 x 16 / 2 = 440
D87-01158	VisioPro SNGL SA MVL
D86-01252	VisioStd SNGL SA MVL
MX3-00117	VSEntwMSDN ALNG SA MVL (Premium & Ultimate transition to Enterprise)
77D-00111	VSProwMSDN ALNG SA MVL
R18-00130	WinSvrCAL SNGL LicSAPk MVL UsrCAL
R18-00086	WinSvrCAL SNGL SA MVL UsrCAL
9EA-00268	WinSvrDCCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor 1 x 16 / 2 = 8
9EM-00263	WinSvrSTDCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor 112 x 16 / 2 = 896
394-00559	ExchgStdCAL SNGL SA MVL UsrCAL
076-01920	Prjct SNGL SA MVL
228-04529	SQLSvrStd SNGL SA MVL
D87-01158	VisioPro SNGL SA MVL
D86-01252	VisioStd SNGL SA MVL
MX3-00117	VSEntwMSDN ALNG SA MVL
77D-00111	VSProwMSDN ALNG SA MVL
R18-00086	WinSvrCAL SNGL SA MVL UsrCAL
9EM-00263	WinSvrSTDCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor 3 x 16 / 2 = 24
	2018 Total:
	Annual SA Due 6/1/2019
065-03516	Excel Sngl SA MVL
394-00529	ExchgStdCAL SNGL LicSAPk MVL UsrCAL
394-00559	ExchgStdCAL SNGL SA MVL UsrCAL
269-05708	OfficeProPlus SNGL SA MVL
	OneNote Sngl SA MVL (now free)
076-01920	Prjct SNGL SA MVL
H30-00256	PrjctPro SNGL SA MVL w1PrjctSvrCAL
810-04862	SQLSvrEnt SNGL SA MVL
7JQ-00355	SQLSvrEntCore SNGL SA MVL 2Lic CoreLic
228-04529	SQLSvrStd SNGL SA MVL
7NQ-00301	SQLSvrStdCore SNGL SA MVL 2Lic CoreLic
9EP-00198	SysCtrDatactrCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor 5 x 16 / 2 = 40
9EN-00191	SysCtrStdCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor 55 x 16 / 2 = 440
D87-01158	VisioPro SNGL SA MVL
D86-01252	VisioStd SNGL SA MVL
MX3-00117	VSEntwMSDN ALNG SA MVL (Premium & Ultimate transition to Enterprise)
77D-00111	VSProwMSDN ALNG SA MVL
R18-00130	WinSvrCAL SNGL LicSAPk MVL UsrCAL

R18-00086	WinSvrCAL SNGL SA MVL UshrCAL
9EA-00268	WinSvrDCCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $1 \times 16 / 2 = 8$
9EM-00263	WinSvrSTDCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $112 \times 16 / 2 = 896$
394-00559	ExchgStdCAL SNGL SA MVL UshrCAL
076-01920	Prjct SNGL SA MVL
228-04529	SQLSvrStd SNGL SA MVL
D87-01158	VisioPro SNGL SA MVL
D86-01252	VisioStd SNGL SA MVL
MX3-00117	VSEntwMSDN ALNG SA MVL
77D-00111	VSProwMSDN ALNG SA MVL
R18-00086	WinSvrCAL SNGL SA MVL UshrCAL
9EM-00263	WinSvrSTDCore SNGL SA MVL 2Lic CoreLic
	Minimum 16 cores per server, 8 cores per processor $3 \times 16 / 2 = 24$
076-01920	Prjct SNGL SA MVL
H30-00256	PrjctPro SNGL SA MVL w1PrjctSvrCAL
7NQ-00301	SQLSvrStdCore SNGL SA MVL 2Lic CoreLic
D87-01158	VisioPro SNGL SA MVL
D86-01252	VisioStd SNGL SA MVL
	2019 Total:

Qty	Price	Extended
1	\$ 34.55	\$34.55
185	\$ 29.61	\$5,477.85
215	\$ 14.81	\$3,184.15
2	\$ 95.40	\$190.80
1		
49	\$ 106.09	\$5,198.41
2	\$ 176.00	\$352.00
2	\$ 1,386.57	\$2,773.14
17	\$ 2,218.84	\$37,720.28
5	\$144.75	\$723.75
15	\$ 578.97	\$8,684.55
40	\$ 48.53	\$1,941.20
440	\$ 18.10	\$7,964.00
41	\$ 90.47	\$3,709.27
11	\$ 46.88	\$515.68
16	\$ 1,058.43	\$16,934.88
10	\$ 303.47	\$3,034.70
234	\$ 13.15	\$3,077.10
166	\$ 6.58	\$1,092.28
8	\$ 125.01	\$1,000.08
896	\$ 18.10	\$16,217.60
		\$119,826.27
1	\$ 34.55	\$34.55
185	\$ 29.61	\$5,477.85
215	\$ 14.81	\$3,184.15
2	\$ 95.40	\$190.80
1		
49	\$ 106.09	\$5,198.41
2	\$ 176.00	\$352.00
2	\$ 1,386.57	\$2,773.14
17	\$ 2,218.84	\$37,720.28
5	\$144.75	\$723.75
15	\$ 578.97	\$8,684.55
40	\$ 48.53	\$1,941.20

440	\$ 18.10	\$7,964.00
41	\$ 90.47	\$3,709.27
11	\$ 46.88	\$515.68
16	\$ 1,058.43	\$16,934.88
10	\$ 303.47	\$3,034.70
234	\$ 13.15	\$3,077.10
166	\$ 6.58	\$1,092.28
8	\$ 125.01	\$1,000.08
896	\$ 18.10	\$16,217.60
96	\$14.81	\$1,421.76
5	\$106.09	\$530.45
1	\$144.75	\$144.75
3	\$90.47	\$271.41
3	\$46.88	\$140.64
1	\$1,058.43	\$1,058.43
1	\$303.47	\$303.47
96	\$6.58	\$631.68
24	\$18.10	\$434.40
		\$124,763.26
1	\$ 34.55	\$34.55
185	\$ 29.61	\$5,477.85
215	\$ 14.81	\$3,184.15
2	\$ 95.40	\$190.80
1		
49	\$ 106.09	\$5,198.41
2	\$ 176.00	\$352.00
2	\$ 1,386.57	\$2,773.14
17	\$ 2,218.84	\$37,720.28
5	\$144.75	\$723.75
15	\$ 578.97	\$8,684.55
40	\$ 48.53	\$1,941.20
440	\$ 18.10	\$7,964.00
41	\$ 90.47	\$3,709.27
11	\$ 46.88	\$515.68
16	\$ 1,058.43	\$16,934.88
10	\$ 303.47	\$3,034.70
234	\$ 13.15	\$3,077.10

166	\$ 6.58	\$1,092.28
8	\$ 125.01	\$1,000.08
896	\$ 18.10	\$16,217.60
96	\$14.81	\$1,421.76
5	\$106.09	\$530.45
1	\$144.75	\$144.75
3	\$90.47	\$271.41
3	\$46.88	\$140.64
1	\$1,058.43	\$1,058.43
1	\$303.47	\$303.47
96	\$6.58	\$631.68
24	\$18.10	\$434.40
2	\$106.09	\$212.18
5	\$176.00	\$880.00
2	\$578.97	\$1,157.94
1	\$90.47	\$90.47
2	\$46.88	\$93.76
		\$127,197.61

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

05/22/2017

<u>Date Rec'd</u>	5/9/2017
<u>Clerk's File #</u>	PRO 2017-0015
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2016118,2016163, 2016164, 2016045
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 LOW BID AWARD - CAMERON-REILLY, LLC		

Agenda Wording

Low bid of Cameron-Reilly, LLC (Spokane, WA) for 2017 ADA Ramps, 2015 Traffic Calming Phase II and 5th Avenue Sidewalk - \$749,057.00. An administrative reserve of \$74,905.70, which is 10% of the contract price will be set aside. (Multiple

Summary (Background)

On May 8, 2017 bids were opened for the above project. The low bid was from Cameron-Reilly, LLC in the amount of \$749,057.00, which is \$27,838.50 or 3.58% under the Engineer's estimate; one other bid was received from Bacon Concrete, Inc. - \$928,322.90.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 138,172.42	#	1380 24101 95300 56501 21005
Expense	\$ 332,533.41	#	1380 24103 95300 56501 21005
Expense	\$ 16,245.83	#	4340 43354 94000 56501 21005
Expense	\$ 44,821.67	#	6785 49834 95300 56501 86014
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 4/24/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	mdoval@spokanecity.org	
Additional Approvals		kschmitt@spokanecity.org	
<u>Purchasing</u>		jlargent@spokanecity.org	
		mhughes@spokanecity.org	
		inote@spokanecity.org	
		htrautman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Neighborhood Councils)

Summary (Background)

Fiscal Impact

Expense \$ 292,189.38

Select \$

Budget Account

3200 49835 42800 54201 86020

#

Distribution List

kpicanco@spokanecity.org

dbuller@spokanecity.org

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

Project Number: 2016118

Project Description 2017 ADA Curb Ramps

Funding Source Local

Preparer Inga Note

Original Date 3/30/2017 12:36:10 PM

Update Date 5/9/2017 8:38:07 AM

Addendum

Project Number: 2016118			Engineer's Estimate		Cameron-Reilly LLC		Bacon Concrete Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 Cameron

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	800.00	*****	750.00	*****	1,000.00	*****	0.00
103	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	4,000.00	*****	3,500.00	*****	0.00
104	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 LS	*****	1,000.00	*****	1.00	*****	5,000.00	*****	0.00
105	MOBILIZATION	1 LS	*****	57,000.00	*****	55,539.00	*****	91,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	24,300.00	*****	33,000.00	*****	64,000.00	*****	0.00
110	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	7,500.00	*****	20,000.00	*****	0.00
111	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,000.00	*****	1,000.00	*****	1,500.00	*****	0.00
112	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	500.00	*****	100.00	*****	0.00
113	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,000.00	*****	750.00	*****	1,200.00	*****	0.00
114	ESC LEAD	1 LS	*****	1,200.00	*****	1,000.00	*****	4,800.00	*****	0.00
115	REMOVE AND REPLACE SPRINKLER HEADS AND LINES	1 LS	*****	3,000.00	*****	8,500.00	*****	6,500.00	*****	0.00
Schedule Totals				102,801.00		112,541.00		198,601.00		0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>	Traffic Calming District 1				Sales tax shall be included in unit prices					
201	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	530.00	3,180.00	500.00	3,000.00	550.00	3,300.00	0.00	0.00
202	AIR OR HYDO EVACUATION	2 EA	800.00	1,600.00	900.00	1,800.00	670.00	1,340.00	0.00	0.00
203	TREE PROTECTION ZONE	4 EA	300.00	1,200.00	800.00	3,200.00	385.00	1,540.00	0.00	0.00
204	TREE PRUNING	3 EA	400.00	1,200.00	600.00	1,800.00	310.00	930.00	0.00	0.00
205	REMOVE EXISTING CURB	490 LF	7.00	3,430.00	11.00	5,390.00	12.00	5,880.00	0.00	0.00
206	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	112 SY	16.00	1,792.00	17.00	1,904.00	15.00	1,680.00	0.00	0.00
207	SAWCUTTING CURB	30 EA	35.00	1,050.00	50.00	1,500.00	30.00	900.00	0.00	0.00
208	SAWCUTTING RIGID PAVEMENT	640 LFI	1.50	960.00	1.00	640.00	2.00	1,280.00	0.00	0.00
209	SAWCUTTING FLEXIBLE PAVEMENT	590 LFI	0.75	442.50	1.00	590.00	1.50	885.00	0.00	0.00
210	CSTC FOR SIDEWALK AND DRIVEWAYS	46 CY	75.00	3,450.00	90.00	4,140.00	85.00	3,910.00	0.00	0.00
211	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	114 SY	52.00	5,928.00	65.00	7,410.00	63.25	7,210.50	0.00	0.00
212	PAVEMENT REPAIR EXCAVATION INCL. HAUL	120 SY	30.00	3,600.00	45.00	5,400.00	24.00	2,880.00	0.00	0.00
213	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	485.00	485.00	600.00	600.00	550.00	550.00	0.00	0.00
214	INLET PROTECTION	6 EA	91.00	546.00	100.00	600.00	100.00	600.00	0.00	0.00
215	SOD INSTALLATION	66 SY	11.00	726.00	20.00	1,320.00	15.00	990.00	0.00	0.00
216	CEMENT CONCRETE CURB	510 LF	20.00	10,200.00	27.00	13,770.00	34.00	17,340.00	0.00	0.00
217	CEMENT CONCRETE DRIVEWAY	75 SY	48.00	3,600.00	80.00	6,000.00	90.00	6,750.00	0.00	0.00
218	CEMENT CONCRETE DRIVEWAY TRANSITION	16 SY	42.00	672.00	65.00	1,040.00	90.00	1,440.00	0.00	0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>	Traffic Calming District 1				Sales tax shall be included in unit prices					
219	CHANNELIZING DEVICES	1 EA	170.00	170.00	250.00	250.00	150.00	150.00	0.00	0.00
220	MODIFY FENCING	40 LF	80.00	3,200.00	60.00	2,400.00	60.00	2,400.00	0.00	0.00
221	CEMENT CONC. SIDEWALK	653 SY	146.00	95,338.00	55.00	35,915.00	72.00	47,016.00	0.00	0.00
222	RAMP DETECTABLE WARNING	128 SF	25.00	3,200.00	20.00	2,560.00	25.00	3,200.00	0.00	0.00
223	SIGNING, PERMANENT	1 LS	*****	2,874.00	*****	3,500.00	*****	3,400.00	*****	0.00
224	REMOVAL OF EXISTING PAVEMENT MARKINGS	67 SF	8.00	536.00	15.00	1,005.00	10.00	670.00	0.00	0.00
225	PAVEMENT MARKING - DURABLE HEAT APPLIED	67 SF	12.00	804.00	15.00	1,005.00	12.20	817.40	0.00	0.00
<i>Schedule Totals</i>				150,183.50		106,739.00		117,058.90		0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Cameron-Reilly					Sales tax shall be included in unit prices					
301	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	530.00	1,060.00	500.00	1,000.00	550.00	1,100.00	0.00	0.00
302	SEQUENTIAL ARROW SIGN	156 HR	8.00	1,248.00	5.00	780.00	10.00	1,560.00	0.00	0.00
303	TYPE III BARRICADE	8 EA	115.00	920.00	75.00	600.00	40.00	320.00	0.00	0.00
304	AIR OR HYDRO EVACUATION	2 EA	800.00	1,600.00	750.00	1,500.00	670.00	1,340.00	0.00	0.00
305	TREE PROTECTION ZONE	1 EA	300.00	300.00	500.00	500.00	385.00	385.00	0.00	0.00
306	REMOVE TREE, CLASS II	2 EA	725.00	1,450.00	1,200.00	2,400.00	1,800.00	3,600.00	0.00	0.00
307	TREE PRUNING	2 EA	400.00	800.00	500.00	1,000.00	310.00	620.00	0.00	0.00
308	REMOVE EXISTING CURB	664 LF	7.00	4,648.00	12.00	7,968.00	12.00	7,968.00	0.00	0.00
309	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	435 SY	16.00	6,960.00	20.00	8,700.00	15.00	6,525.00	0.00	0.00
311	SAWCUTTING CURB	4 EA	35.00	140.00	50.00	200.00	30.00	120.00	0.00	0.00
312	SAWCUTTING FLEXIBLE PAVEMENT	3108 LFI	0.75	2,331.00	1.00	3,108.00	1.20	3,729.60	0.00	0.00
313	REMOVE AND DISPOSE OF TROLLEY RAILS	300 LF	35.00	10,500.00	20.00	6,000.00	25.00	7,500.00	0.00	0.00
314	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	172 SY	52.00	8,944.00	65.00	11,180.00	63.25	10,879.00	0.00	0.00
315	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	31	85.00	2,635.00	190.00	5,890.00	200.00	6,200.00	0.00	0.00
316	PAVEMENT REPAIR EXCAVATION INCL. HAUL	172 SY	30.00	5,160.00	35.00	6,020.00	24.00	4,128.00	0.00	0.00
317	DUCTILE IRON STORM SEWER PIPE 4 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	50.00	2,000.00	60.00	2,400.00	40.00	1,600.00	0.00	0.00
318	GRATE INLET TYPE 3	3 EA	1,500.00	4,500.00	2,200.00	6,600.00	2,500.00	7,500.00	0.00	0.00
322	INLET PROTECTION	1 EA	91.00	91.00	100.00	100.00	100.00	100.00	0.00	0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Cameron-Reilly					Sales tax shall be included in unit prices					
323	TOPSOIL TYPE A, 12 INCH THICK	593 SY	30.00	17,790.00	15.00	8,895.00	25.00	14,825.00	0.00	0.00
324	PSIPE1 GAL SHRUB	1466 EA	14.00	20,524.00	20.00	29,320.00	22.00	32,252.00	0.00	0.00
325	PSIPE 2 INCH CALIPER SHADE TREE	15 EA	450.00	6,750.00	500.00	7,500.00	400.00	6,000.00	0.00	0.00
326	BARK OR WOOD CHIP MULCH, 3 INCH DEEP	61 CY	60.00	3,660.00	50.00	3,050.00	70.00	4,270.00	0.00	0.00
327	FLUSH-CUT GRANITE BOULDER	10 EA	250.00	2,500.00	500.00	5,000.00	520.00	5,200.00	0.00	0.00
328	VERTICAL STRIATED GRANITE BOULDERS	3 EA	750.00	2,250.00	800.00	2,400.00	1,500.00	4,500.00	0.00	0.00
329	LANDSCAPE BOULDER 3' DIAM.	49 EA	90.00	4,410.00	75.00	3,675.00	140.00	6,860.00	0.00	0.00
330	LANDSCAPE BOULDER 2' DIAM.	54 EA	60.00	3,240.00	65.00	3,510.00	110.00	5,940.00	0.00	0.00
331	TOP DRESSING, RIVER ROCK BLEND, 8 INCH THICK	1 LS	*****	2,200.00	*****	3,000.00	*****	10,000.00	*****	0.00
332	CONCRETE PAVERS	245 SY	75.00	18,375.00	130.00	31,850.00	150.00	36,750.00	0.00	0.00
333	RECYCLED CONCRETE PAVERS	40 SY	50.00	2,000.00	100.00	4,000.00	125.00	5,000.00	0.00	0.00
334	CEMENT CONCRETE MOW STRIP	35 LF	8.00	280.00	20.00	700.00	20.00	700.00	0.00	0.00
335	TOPSOIL FOR BIO-FILTRATION SWALES, 12 INCH THICK INCL. SE	198 SY	25.00	4,950.00	15.00	2,970.00	35.00	6,930.00	0.00	0.00
336	CONSTRUCT BIO-INFILTRATION SWALE	567 SY	20.00	11,340.00	15.00	8,505.00	17.50	9,922.50	0.00	0.00
337	CURB DROP INLET	10 EA	225.00	2,250.00	250.00	2,500.00	110.00	1,100.00	0.00	0.00
338	LANDSCAPING: MISSION/CEDAR/MAXWELL	1 LS	*****	3,384.00	*****	17,000.00	*****	15,000.00	*****	0.00
339	IRRIGATION: MISSION/CEDAR/MAXWELL	1 LS	*****	9,340.00	*****	17,000.00	*****	22,000.00	*****	0.00
340	CEMENT CONCRETE CURB	9 LF	20.00	180.00	100.00	900.00	40.00	360.00	0.00	0.00
341	CEMENT CONC. CURB AND GUTTER	657 LF	22.00	14,454.00	24.00	15,768.00	32.00	21,024.00	0.00	0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Cameron-Reilly					Sales tax shall be included in unit prices					
342	CEMENT CONCRETE DRIVEWAY	42 SY	48.00	2,016.00	80.00	3,360.00	90.00	3,780.00	0.00	0.00
343	CEMENT CONCRETE DRIVEWAY TRANSITION	7 SY	42.00	294.00	80.00	560.00	90.00	630.00	0.00	0.00
344	CHANNELIZING DEVICES	4 EA	170.00	680.00	150.00	600.00	150.00	600.00	0.00	0.00
345	CEMENT CONC. SIDEWALK	289 SY	146.00	42,194.00	55.00	15,895.00	72.00	20,808.00	0.00	0.00
346	RAMP DETECTABLE WARNING	24 SF	25.00	600.00	20.00	480.00	25.00	600.00	0.00	0.00
347	SIGNING, PERMANENT	1 LS	*****	1,884.00	*****	2,500.00	*****	2,300.00	*****	0.00
<i>Schedule Totals</i>				232,832.00		256,884.00		302,526.10		0.00

Project Number: 2016118			Engineer's Estimate		Cameron-Reilly LLC		Bacon Concrete Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 04 District 3 Stormwater					Sales tax shall be included in unit prices					
401	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	420.00	840.00	900.00	1,800.00	1,000.00	2,000.00	0.00	0.00
402	REMOVE EXISTING <12 IN. DIAMETER PIPE	70 LF	10.00	700.00	30.00	2,100.00	40.00	2,800.00	0.00	0.00
403	DRYWELL TYPE 1	2 EA	3,000.00	6,000.00	3,300.00	6,600.00	3,200.00	6,400.00	0.00	0.00
404	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	750.00	750.00	1,200.00	1,200.00	1,200.00	1,200.00	0.00	0.00
405	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	350.00	350.00	1,100.00	1,100.00	0.00	0.00
406	PLUGGING EXISTING PIPE	1 EA	250.00	250.00	500.00	500.00	600.00	600.00	0.00	0.00
Schedule Totals				8,940.00		12,550.00		14,100.00		0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 05</i> 5th Avenue Haven to Fiske					Sales tax shall be included in unit prices					
501	REMOVE EXISTING CURB	60 LF	7.00	420.00	20.00	1,200.00	12.00	720.00	0.00	0.00
502	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	184 SY	16.00	2,944.00	20.00	3,680.00	15.00	2,760.00	0.00	0.00
503	SAWCUTTING CURB	4 EA	35.00	140.00	50.00	200.00	30.00	120.00	0.00	0.00
504	SAWCUTTING RIGID PAVEMENT	520 LFI	1.50	780.00	1.00	520.00	2.00	1,040.00	0.00	0.00
505	SAWCUTTING FLEXIBLE PAVEMENT	600 LFI	0.75	450.00	1.00	600.00	1.50	900.00	0.00	0.00
506	CSTC FOR SIDEWALK AND DRIVEWAYS	15 CY	75.00	1,125.00	90.00	1,350.00	85.00	1,275.00	0.00	0.00
507	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	10 SY	60.00	600.00	270.00	2,700.00	250.00	2,500.00	0.00	0.00
508	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10 SY	30.00	300.00	50.00	500.00	40.00	400.00	0.00	0.00
509	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	400.00	400.00	1,000.00	1,000.00	0.00	0.00
510	INLET PROTECTION	2 EA	91.00	182.00	200.00	400.00	100.00	200.00	0.00	0.00
511	TOPSOIL TYPE A	15 CY	35.00	525.00	65.00	975.00	40.00	600.00	0.00	0.00
512	IRRIGATION: 5TH AVENUE	1 LS	*****	1,100.00	*****	2,000.00	*****	10,000.00	*****	0.00
513	CEMENT CONCRETE CURB	70 LF	20.00	1,400.00	25.00	1,750.00	34.00	2,380.00	0.00	0.00
514	TREE WELL	4 EA	350.00	1,400.00	300.00	1,200.00	500.00	2,000.00	0.00	0.00
515	CEMENT CONCRETE DRIVEWAY	32 SY	48.00	1,536.00	100.00	3,200.00	90.00	2,880.00	0.00	0.00
516	CEMENT CONC. SIDEWALK	220 SY	146.00	32,120.00	60.00	13,200.00	72.00	15,840.00	0.00	0.00
517	SIGNING, PERMANENT	1 LS	*****	340.00	*****	750.00	*****	1,000.00	*****	0.00
<i>Schedule Totals</i>				45,762.00		34,625.00		45,615.00		0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 06</i> ADA Curb Ramps					Sales tax shall be included in unit prices					
601	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	530.00	1,590.00	500.00	1,500.00	550.00	1,650.00	0.00	0.00
602	SEQUENTIAL ARROW SIGN	8 HR	8.00	64.00	50.00	400.00	25.00	200.00	0.00	0.00
603	AIR OR HYDRO EVACUATION	8 EA	800.00	6,400.00	750.00	6,000.00	670.00	5,360.00	0.00	0.00
604	REMOVE TREE, CLASS II	2 EA	725.00	1,450.00	1,500.00	3,000.00	1,800.00	3,600.00	0.00	0.00
605	REMOVE EXISTING CURB	1126 LF	7.00	7,882.00	12.00	13,512.00	12.00	13,512.00	0.00	0.00
606	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	652 SY	16.00	10,432.00	22.00	14,344.00	15.00	9,780.00	0.00	0.00
607	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	8 EA	420.00	3,360.00	1,000.00	8,000.00	1,000.00	8,000.00	0.00	0.00
608	SAWCUTTING CURB	78 EA	35.00	2,730.00	50.00	3,900.00	30.00	2,340.00	0.00	0.00
609	SAWCUTTING RIGID PAVEMENT	1360 LFI	1.50	2,040.00	1.00	1,360.00	2.00	2,720.00	0.00	0.00
610	SAWCUTTING FLEXIBLE PAVEMENT	5852 LFI	0.75	4,389.00	1.00	5,852.00	1.20	7,022.40	0.00	0.00
611	CSTC FOR SIDEWALK AND DRIVEWAYS	42 CY	75.00	3,150.00	90.00	3,780.00	85.00	3,570.00	0.00	0.00
612	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	310 SY	52.00	16,120.00	65.00	20,150.00	63.25	19,607.50	0.00	0.00
613	PAVEMENT REPAIR EXCAVATION INCL. HAUL	310 SY	30.00	9,300.00	35.00	10,850.00	24.00	7,440.00	0.00	0.00
614	CEMENT CONCRETE CURB WALL	40 LF	45.00	1,800.00	100.00	4,000.00	60.00	2,400.00	0.00	0.00
615	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	75 LF	65.00	4,875.00	75.00	5,625.00	60.00	4,500.00	0.00	0.00
616	GRATE INLET TYPE 3	2 EA	1,500.00	3,000.00	2,200.00	4,400.00	2,500.00	5,000.00	0.00	0.00
617	CATCH BASIN TYPE 1	5 EA	2,100.00	10,500.00	2,600.00	13,000.00	3,200.00	16,000.00	0.00	0.00
618	CATCH BASIN TYPE 3	2 EA	3,000.00	6,000.00	3,200.00	6,400.00	3,500.00	7,000.00	0.00	0.00

<i>Project Number:</i> 2016118			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 06</i> ADA Curb Ramps					Sales tax shall be included in unit prices					
619	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	7 EA	400.00	2,800.00	700.00	4,900.00	640.00	4,480.00	0.00	0.00
620	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	400.00	1,200.00	400.00	1,200.00	800.00	2,400.00	0.00	0.00
621	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	75 LF	65.00	4,875.00	75.00	5,625.00	60.00	4,500.00	0.00	0.00
622	INLET PROTECTION	11 EA	91.00	1,001.00	100.00	1,100.00	100.00	1,100.00	0.00	0.00
623	TOPSOIL TYPE A, 2 INCH THICK	143 SY	25.00	3,575.00	15.00	2,145.00	20.00	2,860.00	0.00	0.00
624	SOD INSTALLATION	143 SY	11.00	1,573.00	20.00	2,860.00	20.00	2,860.00	0.00	0.00
625	CEMENT CONCRETE CURB	692 LF	20.00	13,840.00	25.00	17,300.00	34.00	23,528.00	0.00	0.00
626	MODIFY FENCING	40 LF	80.00	3,200.00	60.00	2,400.00	60.00	2,400.00	0.00	0.00
627	CEMENT CONC. SIDEWALK	511 SY	146.00	74,606.00	55.00	28,105.00	72.00	36,792.00	0.00	0.00
628	RAMP DETECTABLE WARNING	288 SF	25.00	7,200.00	20.00	5,760.00	25.00	7,200.00	0.00	0.00
629	SIGNING, PERMANENT	1 LS	*****	6,500.00	*****	5,000.00	*****	5,400.00	*****	0.00
630	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5 FEET WIDE	465 LF	45.00	20,925.00	50.00	23,250.00	80.00	37,200.00	0.00	0.00
<i>Schedule Totals</i>				236,377.00		225,718.00		250,421.90		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	102,801.00	150,183.50	232,832.00	8,940.00	45,762.00	236,377.00	0.00	0.00	776,895.50
Cameron-Reilly LLC	112,541.00	106,739.00	256,884.00	12,550.00	34,625.00	225,718.00	0.00	0.00	749,057.00
Bacon Concrete Inc	198,601.00	117,058.90	302,526.10	14,100.00	45,615.00	250,421.90	0.00	0.00	928,322.90

Low Bid Contractor: Cameron-Reilly LLC

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$112,541.00	\$102,801.00	9.47	% Over Estimate
Schedule 02	\$106,739.00	\$150,183.50	28.93	% Under Estimate
Schedule 03	\$256,884.00	\$232,832.00	10.33	% Over Estimate
Schedule 04	\$12,550.00	\$8,940.00	40.38	% Over Estimate
Schedule 05	\$34,625.00	\$45,762.00	24.34	% Under Estimate
Schedule 06	\$225,718.00	\$236,377.00	4.51	% Under Estimate
Bid Totals	\$749,057.00	\$776,895.50	3.58	% Under Estimate

BRIEFING PAPER
Public Works Committee
Engineering Services
April 24, 2017

Subject:

ADA Curb Ramps (2016118)
Traffic Calming, District #1 & #3 (2016163 & 2016164)
5th Avenue Sidewalk (2016045)

Background:

This project combines various sidewalk projects into a single larger project in hopes of getting lower bids. Those projects include:

- ADA Curb Ramps
- Traffic Calming Districts 1 and 3
- 5th Avenue Sidewalk

These projects are located throughout the City as indicated on the attached exhibit.

Public Impact:

This work will require lane closures in some locations and have no effect on traffic in other locations. Work is expected to begin in 2017 and be completed in late spring 2018.

Action:

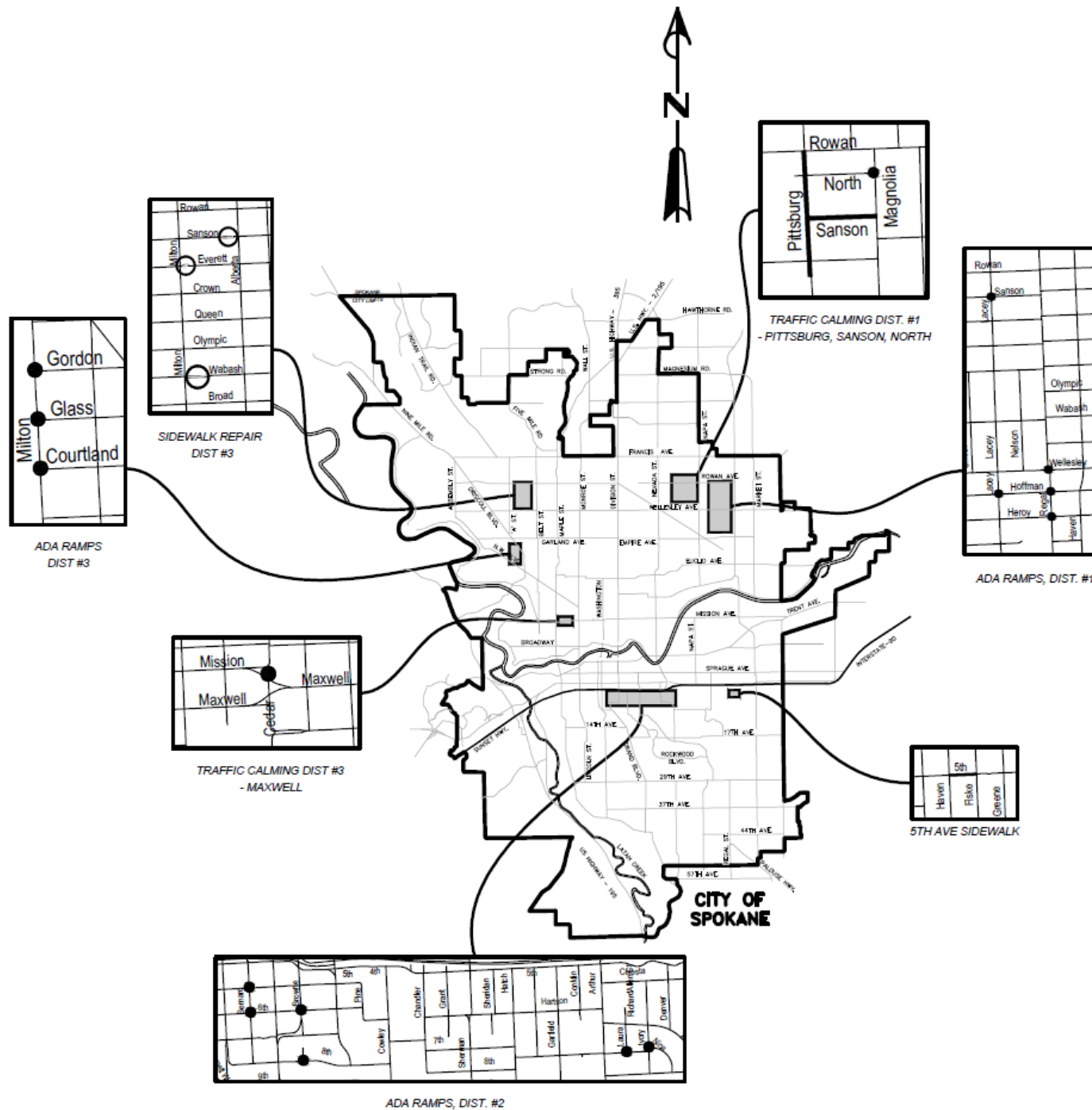
This background information is provided for council consideration. The project will advertise in late April with bid opening in mid May. We plan to put this project on council advanced agenda shortly thereafter.

Funding

The ADA ramps portion of the project is funded with remaining unexpended funds from the 2004 street bond.

The traffic calming portion of the project is paid with red light camera funds.

The 5th Avenue sidewalk portion of the project is funded transportation benefit district funds.



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

05/22/2017

<u>Date Rec'd</u>	5/5/2017
<u>Clerk's File #</u>	OPR 2007-0767
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	COMMUNICATIONS
<u>Contact Name/Phone</u>	JOHN DELAY 625-6355
<u>Contact E-Mail</u>	JDELAY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	OPR 2007-0767 AMENDMENT NO. 7 TO CABLE EDUCATIONAL ACCESS AGREEMENT W/ KSPS

Agenda Wording

The Communications Dept. for the City of Spokane is seeking City Council approval for Amendment No. 7 of the Educational Programming Franchise Agreement with KSPS Ord. C-33571 for Peg source fee grant of 65,000.00

Summary (Background)

The City entered into an agreement dated February 6, 2007, with Spokane School District 81 that provided PEG monies to KSPS for public educational programing and KSPS has agreed to continue to do so. City staff has proposed and KSPS has accepted capital grant fund reimbursement for 2017 needs from Comcast PEG monies with the grant not involving funds other than PEG fees dedicated to such purposes under the Comcast franchise.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 30,930.41	# 0100-99999-99999-24521-99999
Revenue \$ 34,069.59	# 1940-37330-18900-54201-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DELAY, JOHN	<u>Study Session</u>	
<u>Division Director</u>	CODDINGTON, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	CODDINGTON, BRIAN		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



February 15, 2017

To: Whom It May Concern

Serving as the Master Control Technical Center for Comcast Cable's five Educational Cable Consortium Channels, which include, CH-15, CH-16, CH-17, CH-18, CH-19 as well as a Community Minded Television CH-14, KSPS Public Television would like to formally request \$65,000 from the 2017 PEG Capital Equipment Fund. The capital funds will be used to purchase equipment that will significantly upgrade the program delivery system for all five of the Cable Consortium Channels and CMTV. Below is a summary of the equipment KSPS is looking to purchase with its portion the 2017 PEG Capital Equipment Funds.

BROADCAST/STREAM/OASYS AUTOMATION SYSTEM UPGRADE: The PEG Capital Equipment funds will be used to purchase a new Master Control & Automation System called BroadStream that will both modernize and streamline the program delivery system from the KSPS Multi-Channel Technical Center to Comcast Cable for all 5 of the Cable Consortium Channels as well as CMTV. The Broadstream Master Control solution was chosen by KSPS because we believe it will help us achieve our ongoing operational goals of consolidation, increased efficiency, substantial cost savings and future proofing.

As designed the Broadstream System will not only provide program playout and record but also full automation control and program switching as well as graphic creation and delivery for all 5 Cable Consortium Channels and CMTV. Currently, all of this work is being done with 5 separate systems including, an XOR Video Server, Harris/Imagine Automation System, Miranda Master Control Switcher and multiple graphic devices. With the new Broadstream System all will be consolidated within a single highly redundant system.

Thank You for your consideration of our request. Please know that all of the equipment associate with the Broadstream System we are looking to purchase with a portion of this year's PEG Capital Equipment funds will greatly enhance our ability at KSPS to continue the delivery of meaningful and educational content to Comcast Cable's five Cable Consortium Channels and CMTV.

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

05/22/2017

<u>Date Rec'd</u>	5/12/2017
<u>Clerk's File #</u>	OPR 2017-0365
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	ORD C35476
<u>Contact Name/Phone</u>	GARY 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	PENDING
<u>Agenda Item Name</u>	1100 - GRINDSMART VIDEO DETECTION SYSTEM - NORTH DIVISION CORRIDOR		

Agenda Wording

Approval to purchase four Gridsmart video detection systems for the North Division Corridor.

Summary (Background)

The WSDOT will be conducting a grind and inlay project on US 2 (Division Street) from Francis Avenue to Division St. beginning July 1, 2017. The existing vehicular traffic signal detection system on this corridor is embedded in the pavement and must be removed prior to the project. A non-invasive video detection system will be installed. On March 9, 2017 an Emergency Budget Ordinance (Clerk's File # ORD C35476) was approved providing for the transfer of \$108,911 WSDOT funds to the Street

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$90,786.15	#	1100 21300 94000 56401 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KAESEMEYER, GARY	<u>Study Session</u>	
<u>Division Director</u>	KAESEMEYER, GARY	<u>Other</u>	Public Works 5/22/17
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	gkaesemeyer@spokanecity.org	
Additional Approvals		vmelvin@spokanecity.org	
<u>Purchasing</u>		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	
		cbrazington@spokanecity.org	
		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fund to cover the equipment, materials and labor costs related to the work described above. Signal & Lighting crews will remove the existing detection system and install Gridsmart video detection system at the following intersections: Division & Lyons; Division & Cozza; Division & Lincoln/Cascade Way; and Division & Magnesium/Price Road. Total cost for the purchase of the Gridsmart video detection systems is \$90,786.15, using State Contract 04616. WSDOT will provide \$85,000 through Utility Construction Agreement, UTB 1263. Signal and Lighting Machinery/Equipment annual funds will be utilized for the remaining \$5786.15. .

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

BRIEFING PAPER
Public Works Committee
Street Department
May 22, 2017

Subject

Approval to purchase four Gridsmart video detection systems for the North Division Corridor.

Background

The WSDOT will be conducting a grind and inlay project on US 2 (Division Street) from Francis Avenue to Division Wye beginning July 1, 2017. The existing vehicular traffic signal detection system on this corridor is embedded in the pavement and must be removed prior to the project. A non-invasive video detection system will be installed.

On March 9, 2017 an Emergency Budget Ordinance (Clerk's File # ORD C35476) was approved providing for the transfer of \$108,911 WSDOT funds to the Street Fund to cover the equipment, materials and labor costs related to the work described above.

Signal & Lighting crews will remove the existing detection system and install Gridsmart video detection system at the following intersections:

- Division & Lyons
- Division & Cozza
- Division & Lincoln/Cascade Way
- Division & Magnesium/Price Road

Impact

Maintaining a vehicular detection system throughout WSDOT construction will support coordinated semi-actuated traffic signal operations on the North Division Corridor and continued collection of Signal Performance Measures.

Action

Recommend approval.

Funding

Total cost for the purchase of the Gridsmart video detection systems is \$90,786.15, using State Contract 04616. WSDOT will provide \$85,000 through Utility Construction Agreement, UTB 1263. Signal and Lighting Machinery/Equipment annual funds will be utilized for the remaining \$5786.15.



Western Pacific Signal, LLC

(510) 276-6400
15890 Foothill Blvd.

Estimate

Date Issued:	WPS Estimate #
5/9/2017	26540

Quotation Issued to:
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Ship To
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Requestor	Estimator / Rep	Payment Terms	FOB / Delivery Terms
Byron Vasecka	James	Net 30	Factory

WPS Item Code	Product Description	Qty	Unit	Each	Total
GS-3-CAM	Dual Camera GRIDSMART Video Image Vehicle Detection System (VIVDS), WSDOT Contract #04616, Division @ Lincoln GRIDSMART ultra-wide angle fisheye camera with sealed enclosure, GRIDSMART P/N GS-3-CAM.	2	Ea	2,870.00	5,740.00T
GS-3-GS2	GRIDSMART Processing Unit, Rack or Shelf Mount with two camera interface, includes GRIDSMART software, GRIDSMART P/N GS-3-GS2	1	Ea	9,620.00	9,620.00T
GS2-TS2-OPT	GRIDSMART TS2 Connector Kit For GS-3-GS2, Includes SDLC Connector, to be used for TS2 Environments w/SDLC Patch Cable, 6ft P/N GS2-TS2-OPT, WPS-SDLC	1	Ea	75.00	75.00T
GS-3-SMC	Swivel bracket Camera Mounting Hardware w/junction box & connector, GRIDSMART P/N GS-3-SMC.	2	Ea	275.00	550.00T
GS-3-A58	Video Detection Camera Mounting Arm Pole (90 degrees), 58", GRIDSMART P/N GS-3-A58.	1	Ea	240.00	240.00T
GS-3-A78	Video Detection Mounting Arm Pole (90 degrees), 78", P/N GS-3-A78	1	Ea	240.00	240.00T
Olson Sky Bracket 2"-...	Olson Cable Clamp, 2" to 7" clamping diameter. P/N SBC66-SCK.	1	Ea	125.00	125.00T
Olson Sky Bracket 8" ...	Olson Cable Clamp, 8" to 11" clamping diameter. P/N SBC90-SCK.	1	Ea	125.00	125.00T
Cat5	Shielded Cable, Ethernet patch, Outdoor rated, Category 5 network.	600	Ft	0.98	588.00T
GS-3-PFM	Software, GRIDSMART Performance module, provides counting, classification and turning movements, updates initial year, cost per intersection. Mfg. P/N GS-3-PFM.	1	Ea	3,125.00	3,125.00
	Divison @ Cozza				
GS-3-CAM	GRIDSMART ultra-wide angle fisheye camera with sealed enclosure, GRIDSMART P/N GS-3-CAM.	2	Ea	2,870.00	5,740.00T

Allow 2-3 weeks for delivery ARO

Subtotal

Sales Tax (0.0%)

Total



Western Pacific Signal, LLC

(510) 276-6400
15890 Foothill Blvd.

Estimate

Date Issued:	WPS Estimate #
5/9/2017	26540

Quotation Issued to:
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Ship To
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Requestor	Estimator / Rep	Payment Terms	FOB / Delivery Terms
Byron Vasecka	James	Net 30	Factory

WPS Item Code	Product Description	Qty	Unit	Each	Total
GS-3-GS2	GRIDSMART Processing Unit, Rack or Shelf Mount with two camera interface, includes GRIDSMART software, GRIDSMART P/N GS-3-GS2	1	Ea	9,620.00	9,620.00T
GS2-TS2-OPT	GRIDSMART TS2 Connector Kit For GS-3-GS2, Includes SDLC Connector, to be used for TS2 Environments w/SDLC Patch Cable, 6ft P/N GS2-TS2-OPT, WPS-SDLC	1	Ea	75.00	75.00T
GS-3-SMC	Swivel bracket Camera Mounting Hardware w/junction box & connector, GRIDSMART P/N GS-3-SMC.	2	Ea	275.00	550.00T
GS-3-A58	Video Detection Camera Mounting Arm Pole (90 degrees), 58", GRIDSMART P/N GS-3-A58.	2	Ea	240.00	480.00T
Olson Sky Bracket 2"-...	Olson Cable Clamp, 2" to 7" clamping diameter. P/N SBC66-SCK.	2	Ea	125.00	250.00T
Cat5	Shielded Cable, Ethernet patch, Outdoor rated, Category 5 network.	600	Ft	0.98	588.00T
GS-3-PFM	Software, GRIDSMART Performance module, provides counting, classification and turning movements, updates initial year, cost per intersection. Mfg. P/N GS-3-PFM.	1	Ea	3,125.00	3,125.00
	Division @ Garland				
GS-3-CAM	GRIDSMART ultra-wide angle fisheye camera with sealed enclosure, GRIDSMART P/N GS-3-CAM.	2	Ea	2,870.00	5,740.00T
GS-3-GS2	GRIDSMART Processing Unit, Rack or Shelf Mount with two camera interface, includes GRIDSMART software, GRIDSMART P/N GS-3-GS2	1	Ea	9,620.00	9,620.00T
GS2-TS2-OPT	GRIDSMART TS2 Connector Kit For GS-3-GS2, Includes SDLC Connector, to be used for TS2 Environments w/SDLC Patch Cable, 6ft P/N GS2-TS2-OPT, WPS-SDLC	1	Ea	75.00	75.00T

Allow 2-3 weeks for delivery ARO

Subtotal

Sales Tax (0.0%)

Total



Western Pacific Signal, LLC

(510) 276-6400
15890 Foothill Blvd.

Estimate

Date Issued:	WPS Estimate #
5/9/2017	26540

Quotation Issued to:
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Ship To
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Requestor	Estimator / Rep	Payment Terms	FOB / Delivery Terms
Byron Vasecka	James	Net 30	Factory

WPS Item Code	Product Description	Qty	Unit	Each	Total
GS-3-SMC	Swivel bracket Camera Mounting Hardware w/junction box & connector, GRIDSMA RT P/N GS-3-SMC.	2	Ea	275.00	550.00T
GS-3-A78	Video Detection Mounting Arm Pole (90 degrees), 78", GRIDSMA RT P/N GS-3-A78	2	Ea	240.00	480.00T
Olson Sky Bracket 8" ...	Olson Cable Clamp, 8" to 11" clamping diameter. P/N SBC90-SCK.	2	Ea	125.00	250.00T
WPS-RBA-48v	Repeater Board Assembly for GRIDSMA RT VDS, extends the camera and additional 100 meters from the processor, WPS P/N WPS-RBA-48v.	1	Ea	365.00	365.00T
Cat5	Shielded Cable, Ethernet patch, Outdoor rated, Category 5 network.	700	Ft	0.98	686.00T
GS-3-PFM	Software, GRIDSMA RT Performance module, provides counting, classification and turning movements, updates initial year, cost per intersection. Mfg. P/N GS-3-PFM.	1	Ea	3,125.00	3,125.00
	30 Day Evaluation, Division @ Magnesium				
GS-3-CAM	GRIDSMA RT ultra-wide angle fisheye camera with sealed enclosure, GRIDSMA RT P/N GS-3-CAM. S/N GS-C5-7539, GS-C5-7898	2	Ea	2,870.00	5,740.00T
GS-3-GS2	GRIDSMA RT Processing Unit, Rack or Shelf Mount with two camera interface, includes GRIDSMA RT software, GRIDSMA RT P/N GS-3-GS2 S/N GS2-2282	1	Ea	9,620.00	9,620.00T
GS2-TS2-OPT	GRIDSMA RT TS2 Connector Kit For GS-3-GS2, Includes SDLC Connector, to be used for TS2 Environments, P/N GS2-TS2-OPT	1	Ea	75.00	75.00T
WPS-SDLC	SDLC Patch Cable, 6ft, WPS P/N WPS-SDLC	1	Ea	35.00	35.00T
GS-3-SMC	Swivel bracket Camera Mounting Hardware w/junction box & connector, GRIDSMA RT P/N GS-3-SMC.	2	Ea	275.00	550.00T

Allow 2-3 weeks for delivery ARO

Subtotal

Sales Tax (0.0%)

Total



Western Pacific Signal, LLC

(510) 276-6400
15890 Foothill Blvd.

Estimate

Date Issued:	WPS Estimate #
5/9/2017	26540

Quotation Issued to:
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Ship To
City of Spokane Traffic Operations 901 N Nelson St. Spokane, WA 99202-3769

Requestor	Estimator / Rep	Payment Terms	FOB / Delivery Terms
Byron Vasecka	James	Net 30	Factory

WPS Item Code	Product Description	Qty	Unit	Each	Total
GS-3-A58	Video Detection Camera Mounting Arm Pole (90 degrees), 58", GRIDSMART P/N GS-3-A58.	2	Ea	240.00	480.00T
Olson Sky Bracket 2"-...	Olson Cable Clamp, 2" to 7" clamping diameter. P/N SBC66-SCK.	2	Ea	125.00	250.00T
Cat5	Shielded Cable, Ethernet patch, Outdoor rated, Category 5 network.	600	Ft	0.98	588.00T
GS-3-PFM	Software, GRIDSMART Performance module, provides counting, classification and turning movements, updates initial year, cost per intersection. NO MEDIA. Mfg. P/N GS-3-PFM.	1	Ea	3,125.00	3,125.00
Turn-On	Intersection Turn-On Support & Travel (Optional per intersection)	0	Ea	975.00	0.00
Shipping	Shipping Charges (included).	1	Ls	0.00	0.00
	Subtotal				82,210.00
DES Fee	WSDOT DES Mgmt Fee - [Add Agency #23210]			1.50%	1,233.15
Note	***Note: Material for Division @ Magnesium was delivered 4/19/17 on WPS Inv# 23621 for 30 day evaluation***				0.00

Allow 2-3 weeks for delivery ARO

Subtotal \$83,443.15

Sales Tax (0.0%) \$0.00

Total \$83,443.15

This quotation is good for quantities listed above or greater. All estimates are guaranteed valid for at least (30) days. Except as detailed above, limited mfg. one-year warranty applies to new items, and (90) days to repaired or refurbished items. Visa & M/C purchasing cards are accepted with a 4% convenience fee. Most data sheet specifications are available online at www.wpsignal.com

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

05/22/2017

Date Rec'd

5/9/2017

Clerk's File #

CPR 1981-0487

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 APPOINTMENT TO THE SPOKANE HOUSING AUTHORITY BOARD

Agenda Wording

Appointment of Andre Wicks to a five year term on the Spokane Housing Authority Board, from 5/22/17 - 5/22/2022.

Summary (Background)

Appointment of Andre Wicks to a five year term on the Spokane Housing Authority Board, from 5/22/17 - 5/22/2022.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

jmallahan@spokanecity.org

Additional Approvals

dkinder@spokanecity.org

Purchasing

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	RES 2017-0040
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	AMBER 625-6275	<u>Project #</u>	
<u>Contact E-Mail</u>	AWALDREF@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - FY 2018 CITY COUNCIL BUDGET PRIORITIES RESOLUTION		

Agenda Wording

A resolution establishing the City Council's priorities for the FY 2018 city budget.

Summary (Background)

This resolution establishes the priorities of the City Council for funding during the FY 2018 budget, and makes reference to the draft Strategic Plan as the guiding principles for these priorities. The resolution also requests that the City administration include these items in the 2018 budget and then implements them going forward.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance Comm, 5-8-2017
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2017-0040

A resolution establishing the City Council's priorities for the City's FY 2018 budget.

WHEREAS, the City Council adopts budget priorities to guide the City administration as it develops and then presents for Council approval the annual budget; and

WHEREAS, since September of 2016, the Mayor and City Council have been collaborating in the development of a draft Strategic Plan for the City, based on goals and policies identified by community members in our Comprehensive Plan; and

WHEREAS, the draft Strategic Plan identifies three key areas for strategic investment and alignment of financial and human resources to advance economic opportunity and community development; and

WHEREAS, the City Council desires to fund baseline City services and operations, as well as make targeted investments under the following three strategic initiatives:

- ***Safe, Healthy, and Compassionate Community***
 - City-wide clean and safe;
 - Criminal justice reform;
 - Protect vulnerable populations;
 - Advance diversity and inclusion;
 - Reduce property crime
- ***Develop our Urban Advantage***
 - Improve/expand neighborhood and business centers;
 - Increase housing options;
 - Improve strategic collaboration with regional partners;
 - Increase connectivity and river/trail access;
 - Strengthen Downtown Spokane;
 - Promote the arts, culture, and facilities that support an active lifestyle
- ***Public Infrastructure Investments that Promote Mobility & Sustainability***
 - Make smart use of public land and resources;
 - Ensure affordable and predictable rates/taxes for citizens/businesses;
 - Protect our natural environment;
 - Make smart transportation investments; and

WHEREAS, the City Council restates its support for the sustainable budgeting principles adopted by the Council in 2011 in Resolution No. 2011-0030.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council asks that the City administration prepare a budget which recognizes revenue growth and includes the following important considerations:

- To the extent authorized by law, include a 1% property tax increase to support policy and fire capital needs; and
- Make no more cuts to positions unless such cuts can be clearly tied to improved service delivery to the citizens.

BE IT ALSO RESOLVED that the City Council requests that the City administration review the attached list of base budget priorities and strategic investments, include them in the FY 2018 budget, implement them on a going forward basis, and make other budget adjustments as necessary to increase the level and quality of service, promote efficiency, and improve performance of city operations and service delivery.

Adopted this _____ day of May, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

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

05/22/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	RES 2017-0036
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7840
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE AREA

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07;

Summary (Background)

City Staff has discussed the Application to Expand the Retail Water Service Area Boundary twice with the Public Works Committee (Feb. 13th and March 13th) and Council President Stuckart has agreed to sponsor moving this item forward for City Council action.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	
<u>Purchasing</u>	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Parcel Numbers 34092.9048 and 34092.9049.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every six years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owner of Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049 has requested water service from the City of Spokane for purposes of serving six (6) homes on 30 acres as approved by Spokane County as a Rural Cluster Development; and

WHEREAS, each short plat has preliminary approval from Spokane County, SP-1455-07 in 2007 and SP-1484-08 in 2008, to use an individual well for each lot; and

WHEREAS, the properties are located primarily outside the Urban Growth Area (UGA) Boundary with a portion of Parcel 34092.9049 being inside the UGA Boundary; and

WHEREAS, both short plats are located within the City's Future Water Service Area, but are outside the current Retail Water Service Area; and

WHEREAS, the properties are located directly adjacent and downhill from the City's Southside Landfill, which was closed in 1987, is currently under monitoring for hazardous conditions, and of concern as a potential source of future contamination to any wells drilled based upon documentation submitted by the property owner demonstrating that contamination of domestic wells occurred after the Spokane County

Mica and City Northside landfills were closed and which resulted in significant expense to the County and City to provide alternative domestic water sources; and

WHEREAS, the Water Department has a water main in Hatch Road, approximately 100 feet from the property and provides water services to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available capacity to provide water service to the approved short plats; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed to supply water service to a Rural Cluster Development approved by the County; and

WHEREAS, the property owner has agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property and proposal, finds modification of the Retail Water Service Area to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049 to be in the public interest and does not set a precedent for future requests for water service;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Retail Water Service Area Map is hereby amended to include Spokane County Short Plat File No. SP-1484-08; Parcel Numbers 34081.9080 and 34092.9047 and Spokane County Short Plat File No. SP-1455-07; Parcel Numbers 34092.9048 and 34092.9049.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney

ANTICIPATED
DEVELOPMENT AREAS
WITHIN WATER
SERVICE AREA

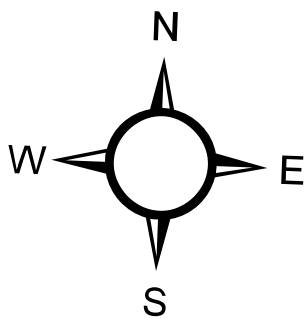
Printed by: jtaylor Print date: 3/9/2017

Legend

Transmission Main

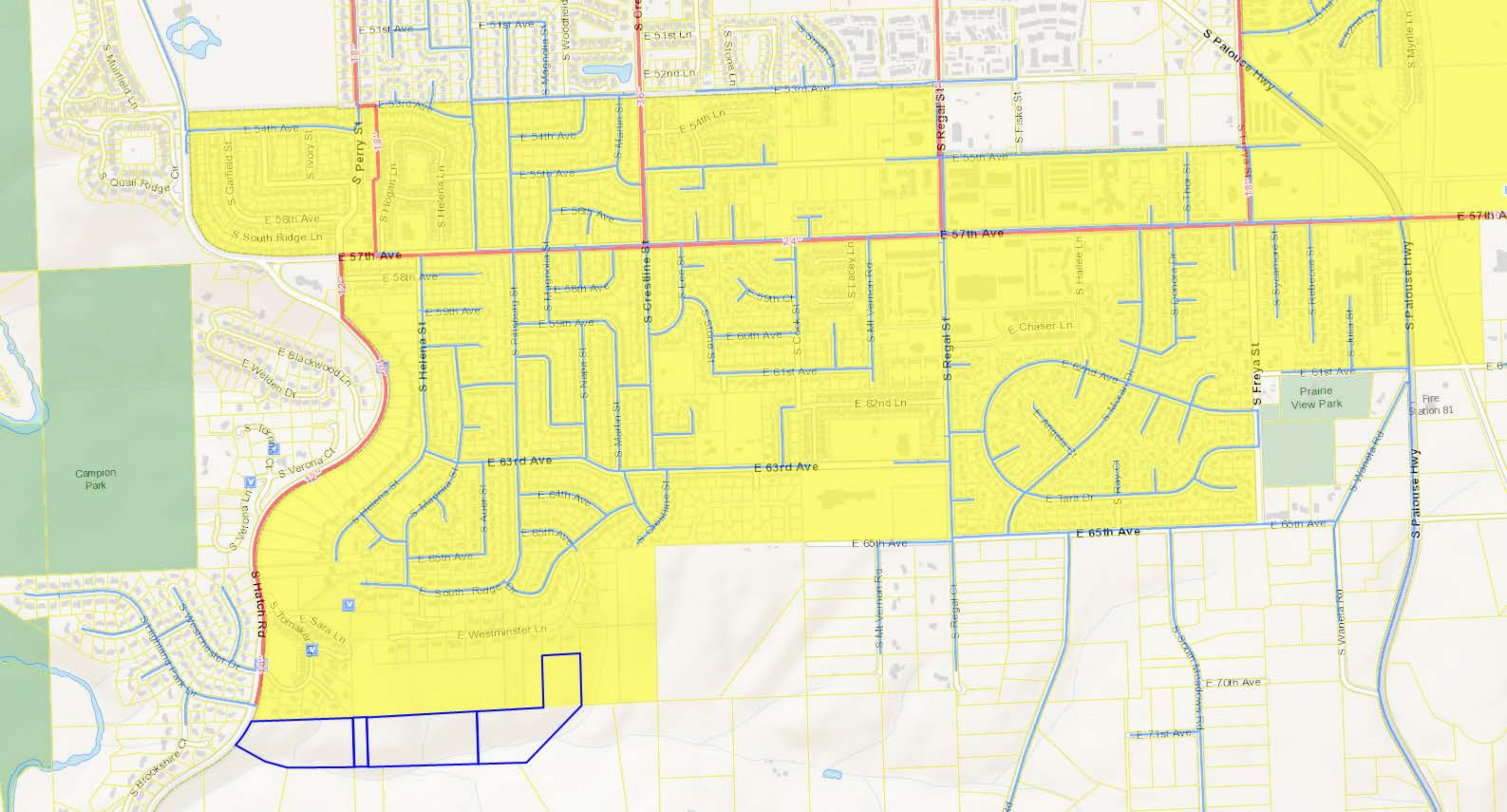
Parcels

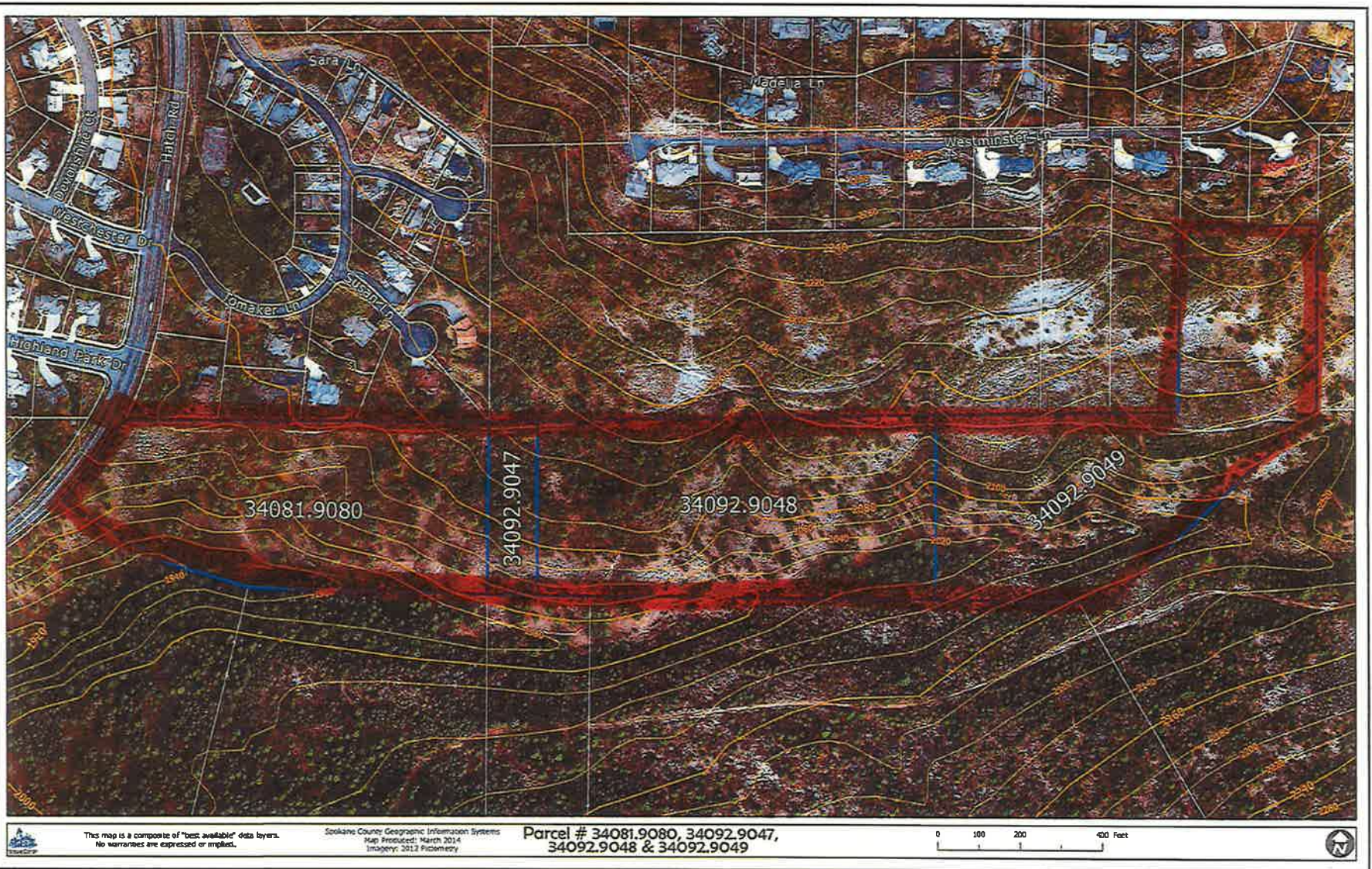
- 34081.9080
- 34092.9049
- 34092.9047
- 34092.9048
- City Limits
- UGA
- Existing/Retail Service Area
- Future Service Area
- County Streets



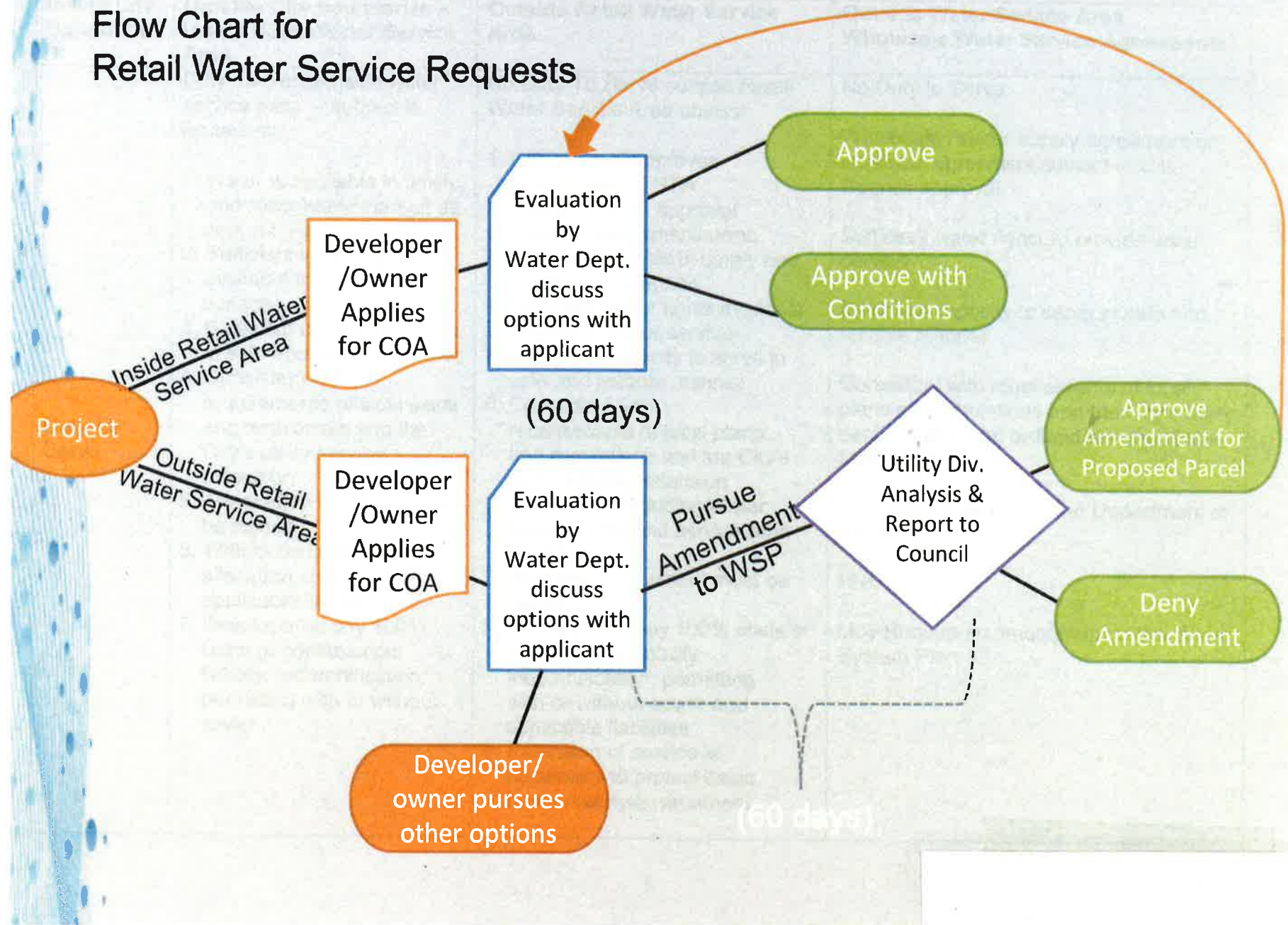
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

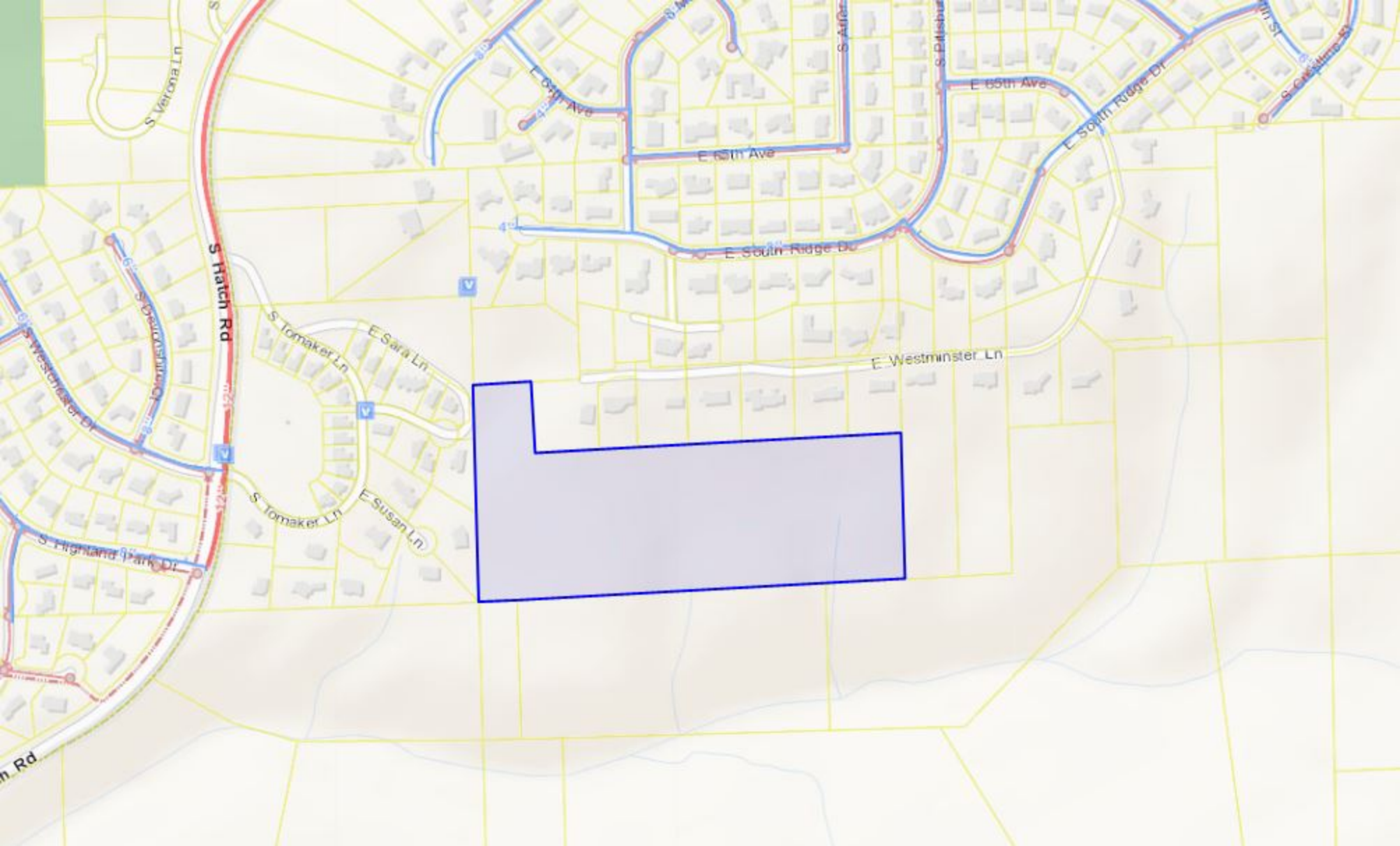






Flow Chart for Retail Water Service Requests





BRIEFING PAPER
Public Works Committee
Planning and Development Services
March 13, 2017

Subject

Applications to Expand the Retail Water Service Area to include:

- Spokane County Short Plat File No. SP-1484-08;
Parcel Numbers 34081.9080 and 34092.9047
- Spokane County Short Plat File No. SP-1455-07;
Parcel Numbers 34092.9048 and 34092.9049

Background

Suzy Dix Properties, LLC, the applicant, owns the above referenced short plats. Each short plat has preliminary approval from Spokane County, SP-1455-07 in 2007 and SP-1484-08 in 2008, to use an individual well for each lot. The properties are located primarily outside the Urban Grown Area (UGA) Boundary with a portion of Parcel 34092.9049 being inside the UGA Boundary. Both short plats are located within the City's Future Water Service Area, but are outside the current Retail Water Service Area. Applicant intends to develop the short plats and requests water from the City.

The City has a current water main located in Hatch Road. The City's Southside Landfill, which was closed in 1987, is adjacent to the eastern boundary of Parcel 34092.9049. Given the close proximity to the closed Landfill applicant has requested connection to the City's' water system.

The City received completed Applications to Expand the Retail Water Service Boundary for both short plats on December 23, 2016. City Policies and Procedures (Duty to Provide Water Service), Section 6.1.4, Outside Retail Water Service Area – Inside Future Water Service Areas, provide that the City will evaluate new requests within 120 days of receipt of the requests.

Impact

There is no net negative financial impact to the City Water Department. The City's water main in Hatch Road is available to provide water service to the proposed short plats. The City's water system has capacity to provide water service to the proposed plats. Applicant would be responsible for all costs associated with extension and comply with City's design and construction requirements. Applicant would pay outside City water rates for service.

Action

Staff recommends approval of the request to expand the City's RSA and processing these Applications for City Council action.

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

05/22/2017

<u>Date Rec'd</u>	5/11/2017
<u>Clerk's File #</u>	RES 2017-0041
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 7840
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 358021.9048.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION (Rayner2)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 35021.9048.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 35021.9048 have requested water service from the City of Spokane for purposes of providing a new water tank site on 1 acre and developing the remaining 15.8 acres zoned urban reserve in accordance with Spokane County land-use requirements; and

WHEREAS, the property is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the property is located within the City's Future Water Service Area, but is located outside the current Retail Water Service Area; and

WHEREAS, the City does not have capacity within the current system to serve these Parcels and would require substantial system improvements to accommodate this request; and

WHEREAS, the Water Department has infrastructure, i.e. a water tank / water main located along the north side of Valley Springs Road approximately 1900 feet west and downhill of the property. To provide the required water pressure to serve the property, a water booster station and 2 new water tanks must be constructed uphill from the existing tank, one tank to be located on the property; and

WHEREAS, staff would recommend expansion of the Retail Water Service Area to include these Parcels only after completion by developer of appropriate water infrastructure, to include a booster station consistent with the prior decisions from the Hearing Examiner and City Council.

BE IT RESOLVED by the City of Spokane :

(1) The amendment of the Retail Water Service Area Map

(2) Staff is directed and authorized to

_____.

(3) Staff of the Public Works department are authorized to

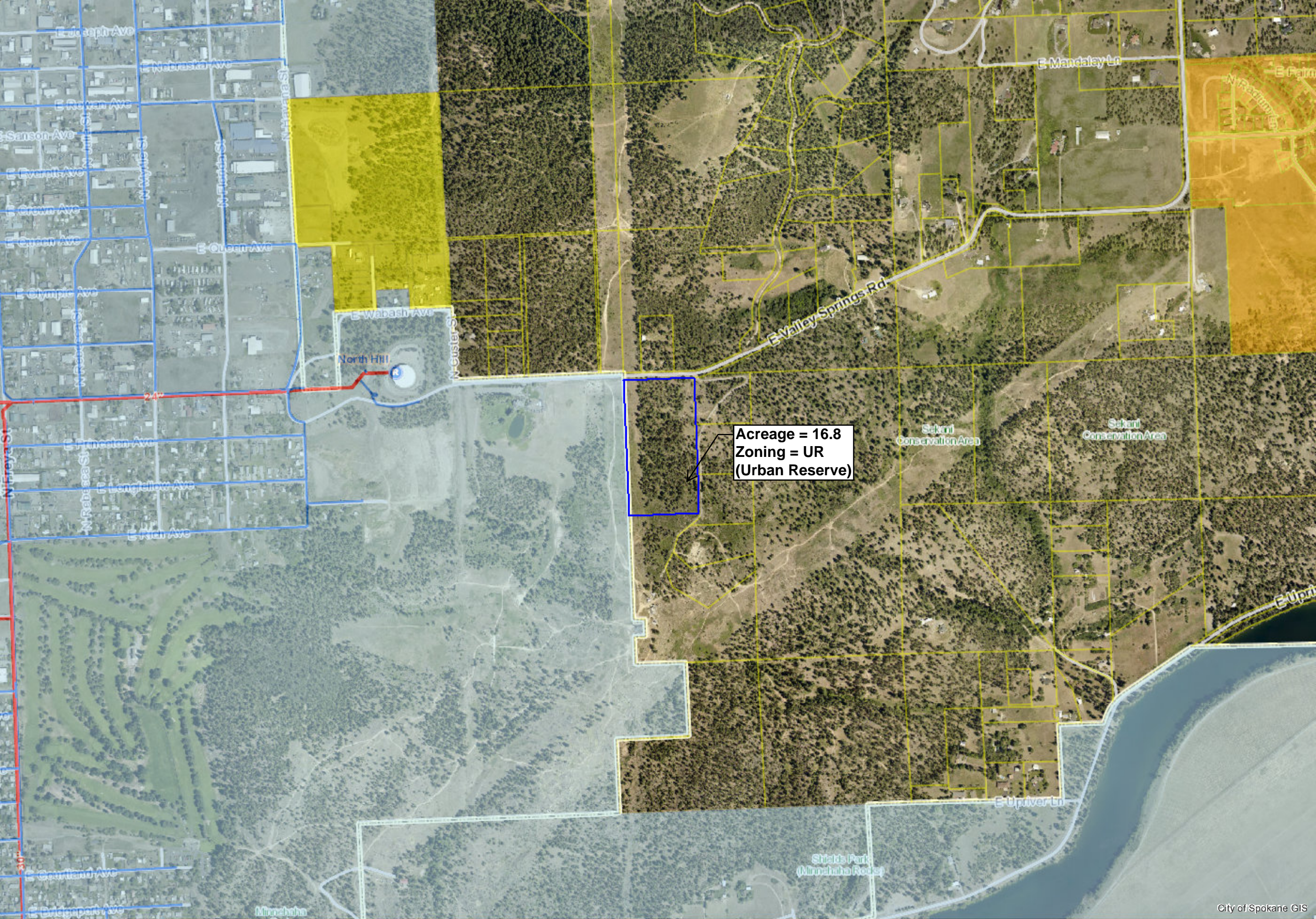
_____.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	RES 2017-0042
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7840
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE AREA

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9020.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION (Maefsky)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9020.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26142.9020 have requested water service from the City of Spokane for purposes of serving one (1) home on 10.1 acres in Spokane County zoned Urban Reserve; and

WHEREAS, the property is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the property is located within the City's Future Water Service Area, but is located outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a water tank / water main located approximately 500 feet from the property which provides water services to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the referenced parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property and proposal, finds modification of the Retail Water Service Area to include Parcel Number 26142.9020 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26142.9020.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Number 26142.9020 consistent with this resolution and City code.

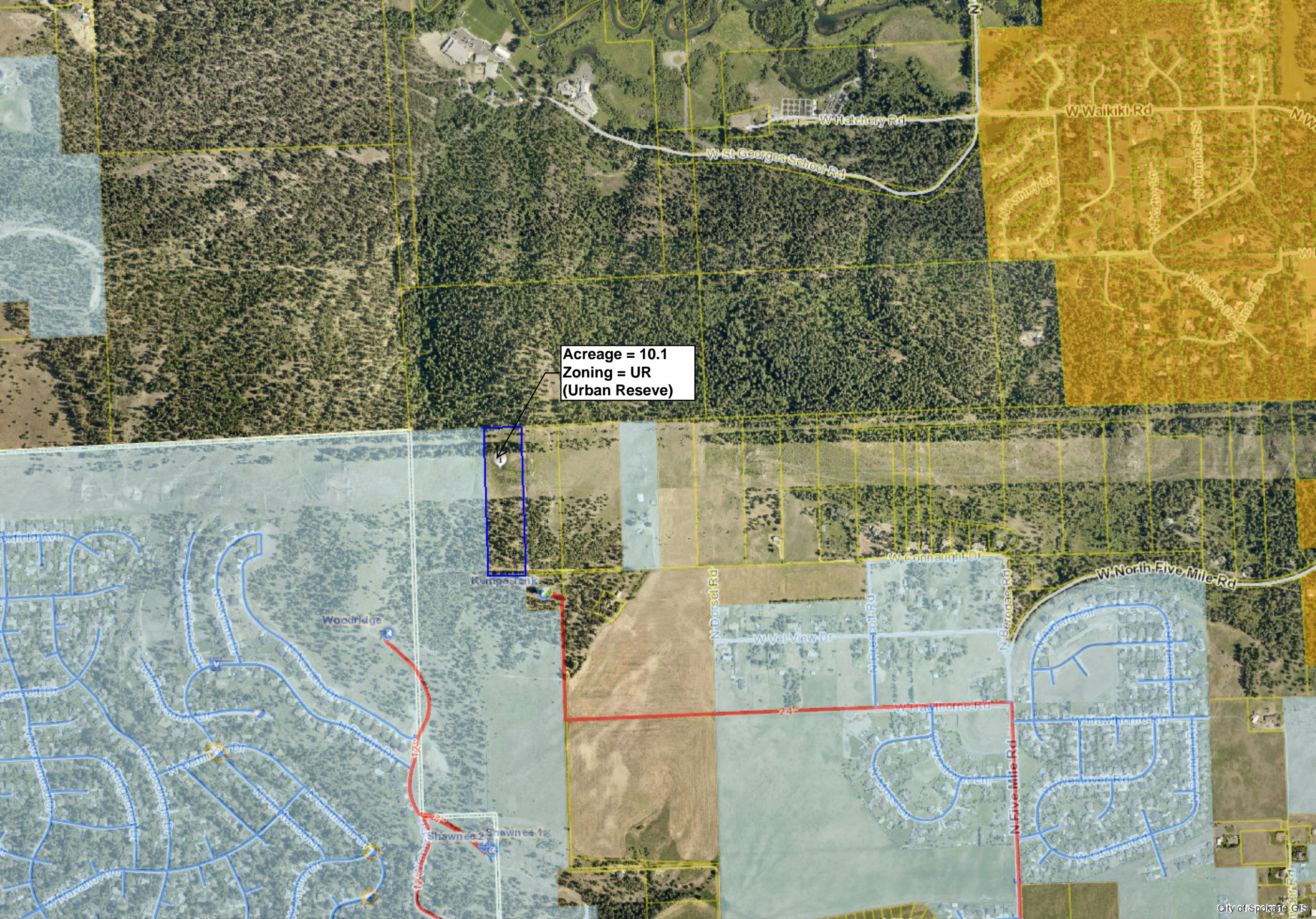
3) Staff of the Public Works Department are authorized to seek the approval of the Department of Health for amendment of the City's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



Acreage = 10.1
Zoning = UR
(Urban Reserve)

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

05/22/2017

Date Rec'd

5/11/2017

Clerk's File #

RES 2017-0043

Renews #Submitting Dept

WATER & HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

DAN KEGLEY 625-7840

Project #Contact E-Mail

DKEGLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26094.9006.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

Public Works 5/8/17

Finance

HUGHES, MICHELLE

Distribution ListLegal

SCHOEDEL, ELIZABETH

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

RESOLUTION (Leonard)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26094.9006.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26094.9006 have requested water service from the City of Spokane for purposes of applying through Spokane County for a Rural Cluster Development on 117.8 acres zoned urban reserve; and

WHEREAS, the property is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the property is located within the City's Future Water Service Area, but is located outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 12-inch water main located at the intersection of Blackfoot Avenue and Indian Trail Road which is located approximately 2300 feet south of the property; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the property; and

WHEREAS, CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed to supply water service to a Rural Cluster Development approved by the County; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the properties and proposal, finds modification of the Retail Water Service Area to include Parcel Number 26094.9006 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

- (1) The Amendment of the Retail Water Service Area Map is hereby amended to include Parcel Number 26094.9006.
- (2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Number 26142.9020 consistent with this resolution and City code.
- (3) Staff of the Public Works department are authorized to seek the approval of the Department of Health for amendment of the City's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



Acreage = 117.8
Zoning = UR
(Urban Reserve)

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

05/22/2017

Date Rec'd

5/11/2017

Clerk's File #

RES 2017-0044

Renews #Submitting Dept

WATER & HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

DAN KEGLEY 625-7840

Project #Contact E-Mail

DKEGLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9204.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

Public Works 5/8/17

Finance

HUGHES, MICHELLE

Distribution ListLegal

SCHOEDEL, ELIZABETH

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

RESOLUTION (Utlely)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9204.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26231.9204 have requested water service from the City of Spokane for purposes of serving one (1) home on 4.5 acres in Spokane County zoned urban reserve; and

WHEREAS, the property is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the property is located within the City's Future Water Service Area, but is located outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. an 8-inch water main located in Prescott Road approximately 40 feet from the property which provides water services to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant for future annexation; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property and proposal, finds modification of the Retail Water Service Area to include Parcel Number 26231.9204 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

- (1) The amendment of the Retail Water Service Area Map is hereby amended to include Parcel Number 26231.9204.
- (2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Number 26142.9020 consistent with this resolution and City code.
- (3) Staff of the Public Works Department are authorized to seek the approval of the Department of Health for amendment of the City's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



Acreage = 4.5
Zoning = UR
(Urban Reserve)

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

05/22/2017

<u>Date Rec'd</u>	5/11/2017
<u>Clerk's File #</u>	RES 2017-0045
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7840
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 34103.9098.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION (Condon)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 34103.9098.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 34103.9098 have requested water service from the City of Spokane for purposes of serving one (1) home on 10.9 acres in Spokane County zoned urban reserve; and

WHEREAS, the property is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the property is located within the City's Future Water Service Area, but is located outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 12-inch water main located in South Meadows Road approximately 1800 feet north of the property which provides water services to neighboring parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, the property owners understand that all costs associated with extension of water infrastructure to serve their property will be at their expense and in accordance with the City's design and construction requirements, including signing an annexation covenant for future annexation; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property and proposal, finds modification of the Retail Water Service Area to include Parcel Number 34103.9098 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

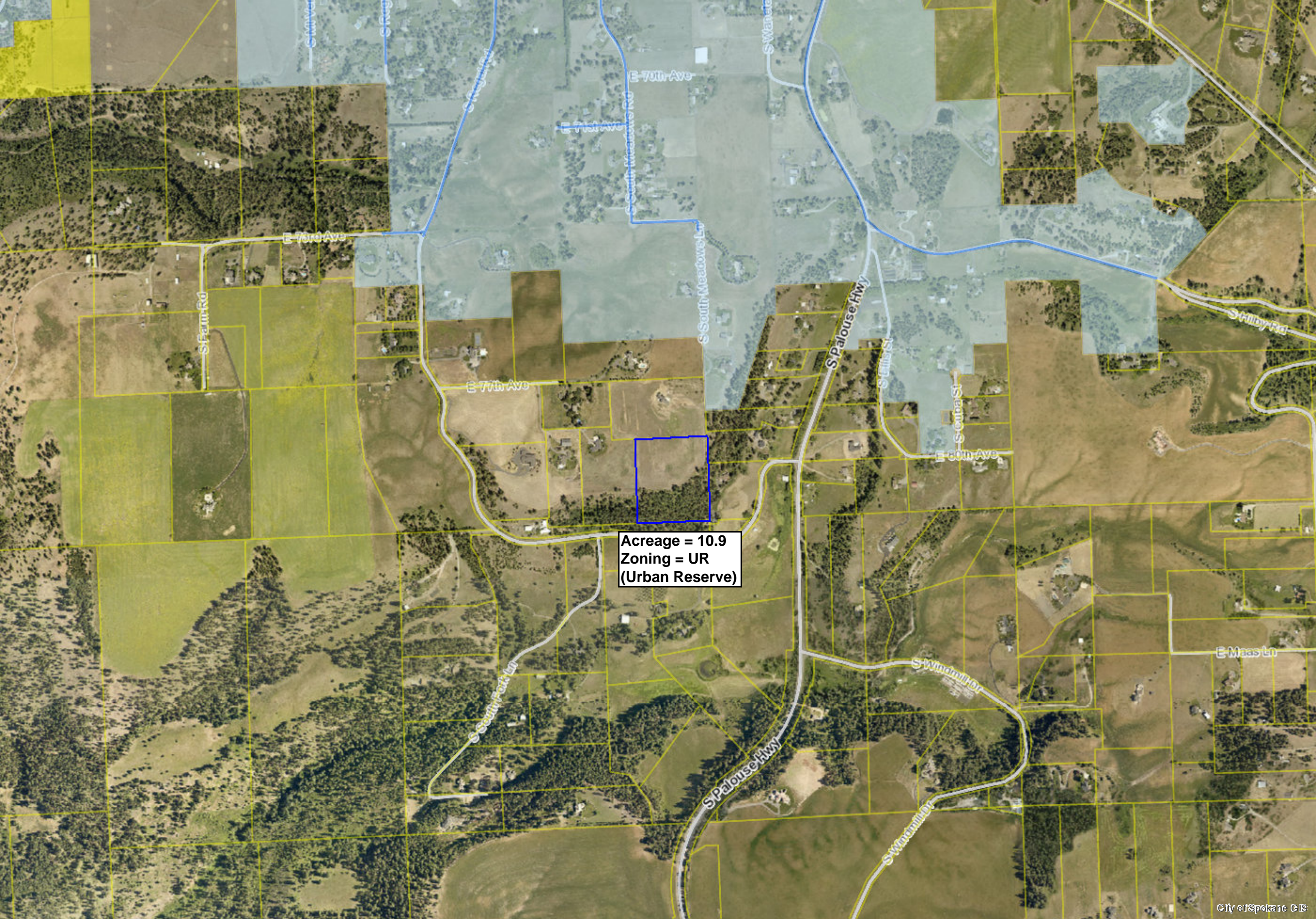
- (1) The amendment of the Retail Water Service Area Map is hereby amended to include Parcel Number 34103.9098.
- (2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Number 26142.9020 consistent with this resolution and City code.
- (3) Staff of the Public Works Department are authorized to seek the approval of the Department of Health for amendment of the City's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



Acreage = 10.9
Zoning = UR
(Urban Reserve)

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

05/22/2017

<u>Date Rec'd</u>	5/11/2017
<u>Clerk's File #</u>	RES 2017-0046
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7840
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 36353.0212, 36353.0213, 36353.0214, 36353.0215, 36353.0216.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION (Rayner1)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 36353.0212, 36353.0213, 36353.0214, 36353.0215, and 36353.0216.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Numbers 36353.0212, 36353.0213, 36353.0214, 36353.0215, and 36353.0216 have requested water service from the City of Spokane for purposes of serving one (1) home on 5 acres in Spokane County zoned urban reserve; and

WHEREAS, the properties are located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the properties are located within the City's Future Water Service Area, but are located outside the current Retail Water Service Area; and

WHEREAS, the City does not have capacity within the current system to serve these Parcels and would require substantial system improvements to accommodate this request; and

WHEREAS, the City Hearing Examiner has evaluated, made a decision regarding this property's development and addressed the lack of water infrastructure available for this property; and

WHEREAS, staff would recommend expansion of the Retail Water Service Area to include these Parcels until only after completion by developer of appropriate water

infrastructure, to include a booster station consistent with the prior decisions from the Hearing Examiner and City Council.

BE IT RESOLVED by the City of Spokane :

(1) The amendment of the Retail Water Service Area Map

(2) Staff is directed and authorized to

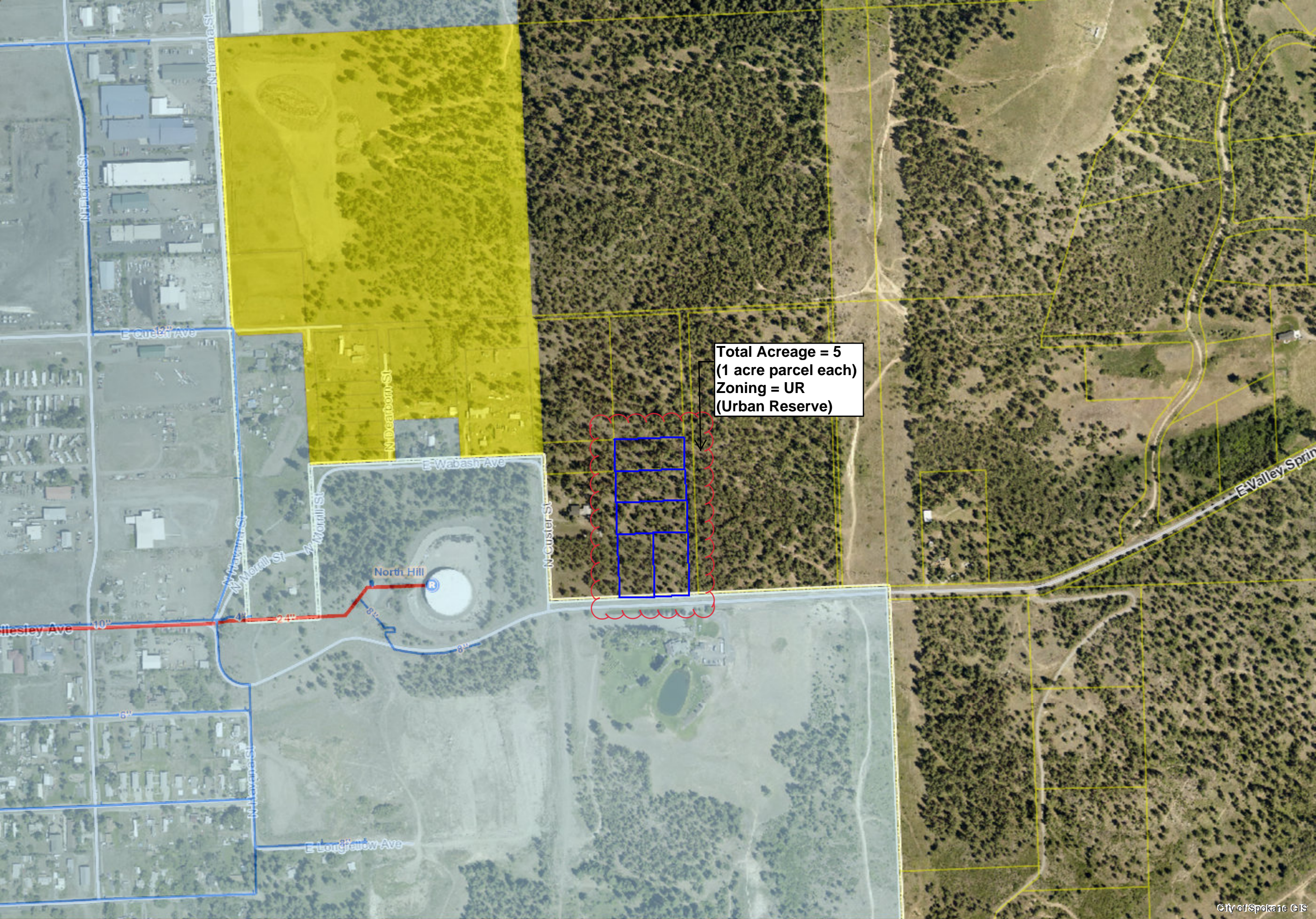
(3) Staff of the Public Works department are authorized to

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



Total Acreage = 5
(1 acre parcel each)
Zoning = UR
(Urban Reserve)

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

05/22/2017

<u>Date Rec'd</u>	5/11/2017
<u>Clerk's File #</u>	RES 2017-0047
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7840
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4100 - RESOLUTION - CITY OF SPOKANE RETAIL WATER SERVICE

Agenda Wording

A resolution relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 26163.0111, 26163.9028, 26163.9025, 26163.9031.

Summary (Background)

City Staff has discussed the referenced Applications to Expand the Retail Water Service Area Boundary at the May 8th Public Works Committee Meeting and each Application is being processed for City Council action.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SANDERS, THERESA

<u>Additional Approvals</u>	
<u>Purchasing</u>	

Study Session**Other**

Public Works 5/8/17

Distribution List

RESOLUTION (West)

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 26163.0111, 26163.9028, 26163.9025, and 26163.9031.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Numbers 26163.0111, 26163.9028, 26163.9025, and 26163.9031 have requested water service from the City of Spokane for purposes of redeveloping the 88.5-acre Sundance Golf Course into residential housing in Spokane County zoned low density residential (6 residential units per acre); and

WHEREAS, the properties are located inside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the properties are located within the City's Future Water Service Area, but are located outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. water mains surrounding the properties on 3 sides which provide water services to neighboring and surrounding parcels including a parcel with a dedicated capped water pipe to serve the parcels which are the current golf course; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the properties; and

Resolution Modifying RSA Map

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the properties and proposal, finds modification of the Retail Water Service Area to include Parcel Numbers 26163.0111, 26163.9028, 26163.9025, and 26163.9031 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

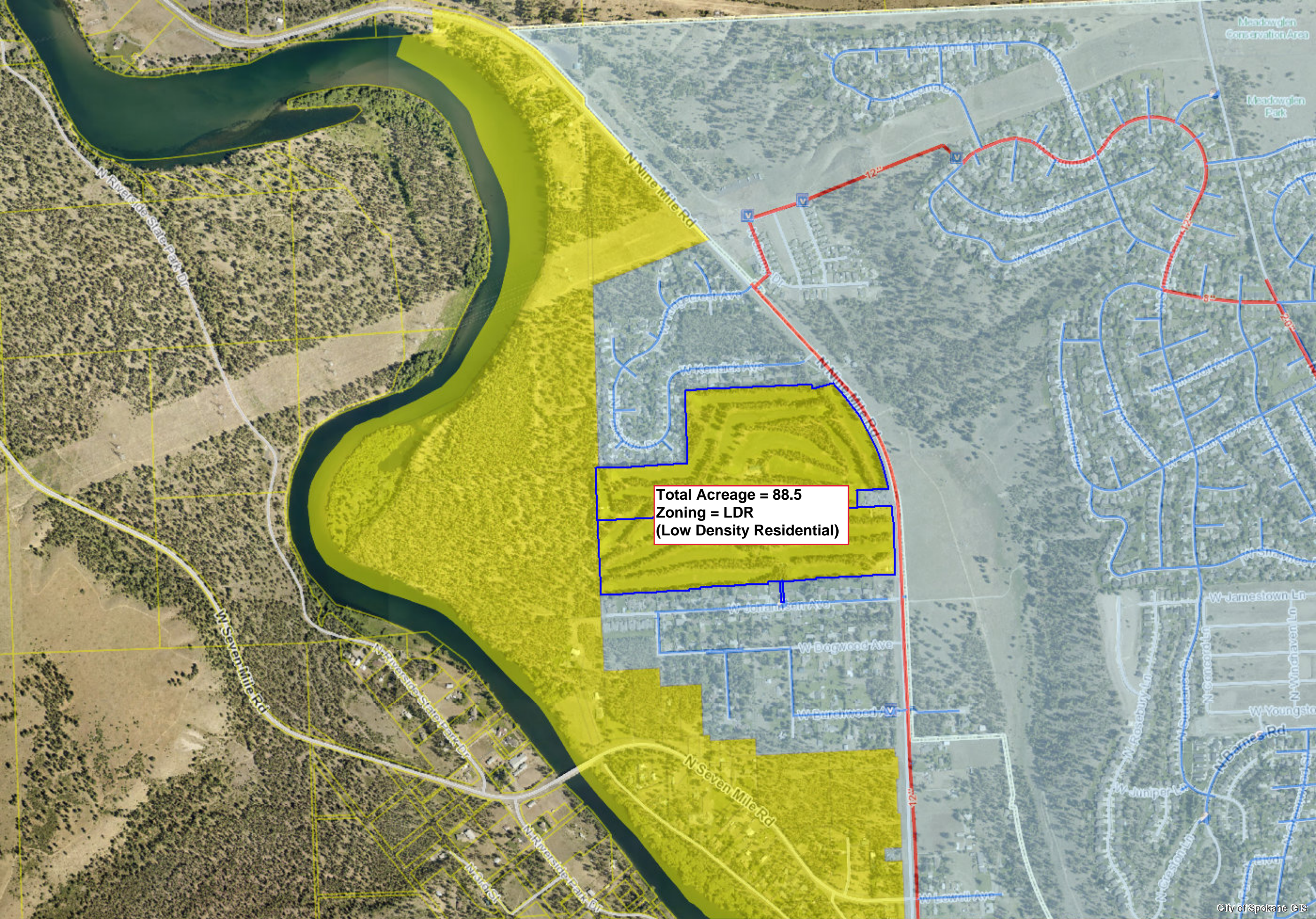
- (1) The amendment of the Retail Water Service Area Map is hereby amended to include Parcel Numbers 26163.0111, 26163.9028, 26163.9025, and 26163.9031.
- (2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Number 26142.9020 consistent with this resolution and City code.
- (3) Staff of the Public Works Department are authorized to seek the approval of the Department of Health for amendment of the City's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2017

City Clerk

Approved as to Form:

Assistant City Attorney



Total Acreage = 88.5
Zoning = LDR
(Low Density Residential)

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

05/15/2017

<u>Date Rec'd</u>	4/25/2017
<u>Clerk's File #</u>	ORD C35498
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6503
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	4700 - ORDINANCE AMENDING C20010

Agenda Wording

An ordinance amending C20010 which vacated the alley between vacated Courtland Avenue and Bridgeport Avenue from Greene Street to Market Street

Summary (Background)

City Council passed the vacation ordinance on February 3, 1969. At that time an easement was retained for the facilities of Washington Water Power Company (aka Avista) across the entire vacated area. Recent development in the area caused Avista's facilities to be relocated outside of the retained easement; hence the easement is no longer needed.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	htrautman@spokanecity.org
<u>Purchasing</u>	mdoval@spokanecity.org

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. _____

An ordinance amending Ordinance C20010 vacating the alley between vacated Courtland Avenue and Bridgeport Avenue.

The City of Spokane does ordain:

Section 1. That the alley between vacated Courtland Ave. and Bridgeport Ave. from Greene St. to Market ST., in the City of Spokane, County of Spokane, State of Washington, be and the same is hereby vacated. ~~provided, however, that said vacation is subject to an easement reservation for the facilities of the Washington Water Power Company.~~

Section 2. An urgency and emergency for the passage of this ordinance is hereby declared to, and does, exist, and the same shall take effect immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

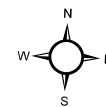
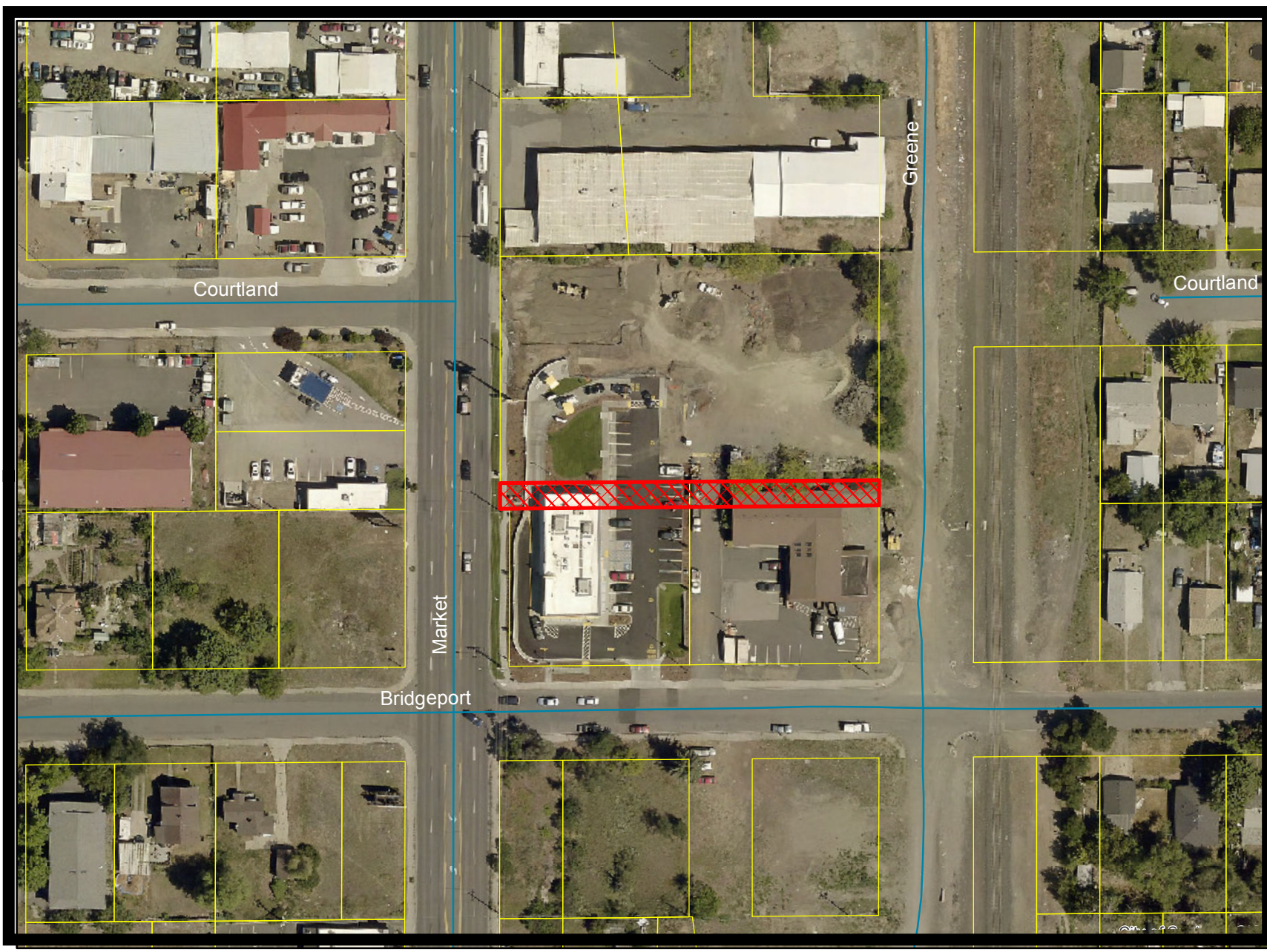
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

**Amend
Ordinance 20010
February 3, 1969
to release easement
reservation of
Washington Water
Power Company**



The location of vacated area is an approximate representation.

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: jeliason
Print date: 3/21/2017

cial Fund, the following changes and appropriations be made:
FROM:

Any unappropriated reserves in the
Utilities Commercial Fund \$3,806.00

TO:
720-620-5200-142 Key Punch R 11 No. Emp. 1
Op. II \$3,806.00

Section 3. It is, therefore, by the City Council declared that an emergency exists for making the changes set forth herein and that this ordinance shall take effect and be in force immediately upon its passage.

Passed the City Council February 3, 1969.

DAVID H. RODGERS, Mayor.

Attest: A. A. BROWN, City Clerk.

ORDINANCE NO. C20009

An ordinance to establish the grade of Pinecrest Road from a point 22 ft. westerly from the east line of Pittsburg St. to the west curb line of Napa St., and declaring an emergency.

The City of Spokane does ordain:

Section 1. That the grade of Pinecrest Road from a point 22 ft. westerly from the east line of Pittsburg St. to the west curb line of Napa St. is hereby established at the following elevations above the datum plane:

	Elevations Side of Street	
	S.	N.
Beginning at a point 22 ft. westerly from the east line of Pittsburg St.	2366.92	2365.80
thence easterly 70 ft. along a vertical curve to a point	2363.74	2362.59
thence easterly 70 ft. along a vertical curve to a point	2358.39	2357.21
thence easterly 70 ft. along a vertical curve to a point	2353.68	2352.46
thence easterly 70 ft. along a vertical curve to a point	2352.39	2351.12
thence easterly to the west curb line of Magnolia St.		2351.39
thence easterly to the center line of Magnolia St.	2352.80	
thence easterly to the east curb line of Magnolia St.		2351.56
thence easterly 48.7 ft. to a point	2353.19	2351.82
thence easterly 55 ft. along a vertical curve to a point	2354.59	2353.14
thence easterly 55 ft. along a vertical curve to a point	2358.10	2356.53
thence easterly 45 ft. to a point	2361.84	2360.15
thence easterly 60 ft. along a vertical curve to a point	2365.53	2363.79
thence easterly along a vertical curve to the west curb line of Napa St.	2366.64	2365.03

Section 2. All ordinances and parts of ordinances in conflict herewith, are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its passage, as an urgency and emergency for the passage of this ordinance is hereby declared to exist and does exist.

Passed the City Council February 3, 1969.

DAVID H. RODGERS, Mayor.

Attest: A. A. BROWN, City Clerk.

ORDINANCE NO. C20010

An ordinance vacating the alley between vacated Courtland Ave. and Bridgeport Ave. from Greene St. to Market St., City of Spokane, County of Spokane, State of Washington, and providing that this ordinance shall take effect immediately upon its passage.

The City of Spokane does ordain:

Section 1. That the alley between vacated Courtland Ave. and Bridgeport Ave. from Greene St. to Market St., in the City of Spokane, County of Spokane, State of Washington, be and the same is hereby vacated: Provided, however, that said vacation is subject to an easement reservation for the facilities of the Washington Water Power Company.

Section 2. An urgency and emergency for the passage of this ordinance is hereby declared to, and does, exist, and the same shall take effect immediately upon its passage.

Passed the City Council February 3, 1969.

DAVID H. RODGERS, Mayor.

Attest: A. A. BROWN, City Clerk.

ORDINANCE NO. C20011

An ordinance providing for the condemnation of certain lands for Park Development purposes for the Havermale Park Development Project, in the City of Spokane, and declaring an emergency.

The City of Spokane does ordain:

Section 1. That public necessity requires the acquisition by the City of Spokane of the lands herein described for Park Development purposes for the Havermale Park Development Project, in the City of Spokane, and the Corporation Counsel is hereby authorized and directed to commence an action or actions in the Superior Court of Spokane County, State of Washington, in the name of the City to condemn and take the lands necessary to be acquired for Park Development purposes for the Havermale Park Development Project in the City of Spokane. The lands so to be taken being situated in the City of Spokane, County of Spokane, State of Washington and more particularly described as follows:

Lot 14 and the south 25 ft. of Lot 21, and the south 25 ft. of Lot 22, Havermale Island; also the south 25 ft. of the vacated alley lying between the south 25 ft. of said Lot 21 and said Lot 14.

Section 2. The compensation for lands herein ordered to be taken shall be payable from the City of Spokane Park Fund Account No. 140-871-7210, and authorized federal funds obtained for this purpose.

Section 3. An urgency and emergency for the passage of this ordinance is hereby declared to, and does, hereby exist, and the same shall take effect and be in force immediately upon its passage.

Passed the City Council February 3, 1969.

DAVID H. RODGERS, Mayor.

Attest: A. A. BROWN, City Clerk.

ORDINANCE NO. C20012

An ordinance providing for the condemnation of certain lands for Park Development purposes for the Havermale Park Development Project, in the City of Spokane, and declaring an emergency.

The City of Spokane does ordain:

Section 1. That public necessity requires the acquisition by the City of Spokane of the lands herein described for Park Development purposes for the Havermale Park Development Project, in the City of Spokane, and the Corporation Counsel is hereby authorized and directed to commence an action or actions in the Superior Court of Spokane County, State of Washington, in the name of the City to condemn and take the lands necessary to be acquired for Park Development purposes for the Havermale Park Development Project in the City of Spokane. The lands so to be taken being situated in the City of Spokane, County of Spokane, State of Washington and more particularly described as follows:

The west 13 ft. of Lot 4 and all of Lots 5, 6 and 7, Havermale Island, and part of vacated McBroom Ave. adjoining on the south and vacated alley adjoining Lot 7 on the west, all of which is more particularly described as follows:

Beginning at the northeast corner of Lot 13 of said Havermale Island; thence east to a point which is 13 ft. east of the northwest corner of Lot 4; thence south on a line parallel with the west line of said Lot 4 to the intersection with the present northerly line of the Great Northern Railway Company right of way; thence westerly along the northerly line of said right of way to the intersection with the east line of Lot 8 of said Havermale Island; thence north along the east lines of Lots 8 to 13, inclusive, to the place of beginning.

Section 2. The compensation for lands herein ordered to be taken shall be payable from the City of Spokane Park Fund Account No. 140-871-7210, and authorized federal funds obtained for this purpose.

Section 3. An urgency and emergency for the passage of this ordinance is hereby declared to, and does, hereby exist, and the same shall take effect and be in force immediately upon its passage.

Passed the City Council February 3, 1969.

DAVID H. RODGERS, Mayor.

Attest: A. A. BROWN, City Clerk.

ORDINANCE NO. C20013

An ordinance prohibiting any railroad company or its agents or employees from blocking with its cars or other-

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

05/22/2017

<u>Date Rec'd</u>	5/10/2017
<u>Clerk's File #</u>	ORD C35500
<u>Renews #</u>	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 REPEALING CABARET, TEEN CLUB, & ALL AGES LICENSES		

Agenda Wording

An ordinance relating to entertainment facilities and amusement devices; repealing chapter 04.33 of the Spokane Municipal Code; and amending sections 08.02.0202, 08.12.070, 10.23A.030, 10.23A.050, 10.23A.070, and 10.23A.075 of the SMC.

Summary (Background)

This ordinance simplifies the licensing requirements by removing the different license fees for cabaret, teen clubs, and all-ages venues, and creating a general entertainment facilities license with a fee of \$100. This license fee is currently being paid by all other businesses and non-profits with music or entertainment. This ordinance removes reference to "immoral or obscene dancing", because "immoral or obscene" is not defined elsewhere in the ordinance and is vague/highly subjective.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance - May 8
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Crystal Marchand	
<u>For the Mayor</u>	SANDERS, THERESA	Adam McDaniel	
<u>Additional Approvals</u>		Ben Stuckart	
<u>Purchasing</u>		Brian McClatchey	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance also removes the disc jockey requirement (SMC 10.23A.030E(3)), removes the prohibition that a person with a criminal record can't manage an entertainment facility, removes the parking requirements for concerts, circuses, and carnivals, and removes references to Community Advisory Board which no longer exists.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE C35500

An ordinance relating to entertainment facilities and amusement devices; repealing chapter 04.33 of the Spokane Municipal Code; and amending sections 08.02.0202, 08.12.070, 10.23A.030, 10.23A.050, 10.23A.070, and 10.23A.075 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 04.33 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That section 08.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.010 General Provisions

A. The City, by its fees, attempts to further the following principles:

~~((A.))~~ 1. Fees charged in connection with programs regulatory of private activities in the exercise of the police power shall be reasonably related to the costs and expenses of administering and enforcing the program.

~~((B.))~~ 2. While regulatory programs under the police power promote the general welfare of the community as a whole, the costs should, so far as reasonably possible, be borne by the persons whose activities voluntarily undertaken create the need for regulations.

~~((C.))~~ 3. Charges for municipal utility services should be designed to enable the utility to be self-supporting so that it operates neither at a loss requiring subsidy by the general fund, nor at a profit inuring to the benefit of the general fund. Rates should be based upon reasonable differences, including cost of service; location of customers; cost of maintenance, operation, repair and replacement of the various parts of the system; character of service furnished; quantity and quality of service; time of use; and capital contributions made to the system by way of assessments or otherwise.

~~((D.))~~ 4. Some charge should be made whenever the City allows private use of public facilities or forbears collection of money owed in recognition of the premise that the City holds its moneys and property as a public trustee.

~~((E.))~~ 5. When a person undertakes a renovation project of a building in the central business district which involves a building at least fifty years old and that is eligible for inclusion on the Spokane Register as an historic building, and when a project seeks to preserve and restore the historic value and character of said building; when the City further finds that the project confers a benefit of reasonably general character to a significant part of the public, the City may waive all of the street obstruction permit fees for the project.

~~((1.))~~ A person may appeal the City's determination of a denial of the permit waiver to the hearing examiner.

~~((2. "Central business district", for purpose of this subsection, includes properties located east of Cedar Street, west of Pine Street, north of Third Avenue, and south of the Spokane River.))~~

B. Definitions.

1. "Amusement device" means a machine or device which provides recreation or entertainment, the outcome of which is determined to a material degree by the skill of the participant and for which a charge is made for use or play, including, without limitation, pool and billiard tables, shuffleboards, music machines, video games, pinball games, and riding devices; provided, however, that it does not mean or include any machine or device used exclusively for the vending of merchandise.
2. "Central business district" means properties located east of Cedar Street, west of Pine Street, north of Third Avenue, and south of the Spokane River.
3. "Entertainment facility" means any place of public accommodation in which amusement devices are offered or available for use or play, or in which music, dancing, or entertainment are offered or available and including teen clubs and all-ages venues.

Section 3. That section 08.02.0202 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0202 ~~((Amusement))~~ Entertainment Facilities

A. The license fees for amusement devices, per year or part of a year, are:

1. forty dollars for an amusement device owner's or operator's license; and
2. twenty-five dollars for each amusement device license.

B. The license fee for an amusement device which is part of a carnival or circus is ten dollars per device.

C. The annual license fee for ~~((amusement))~~ entertainment facilities~~((, per year from date of issue,))~~ is one hundred dollars~~((;~~

3. ~~one hundred dollars where music and entertainment only is permitted; or~~

4. ~~three hundred dollars where dancing is permitted; or~~
5. ~~three hundred dollars for teen clubs, or~~
6. ~~three hundred dollars for all ages venue)).~~

D. The permit fee for a circus, carnival, concert, or dance regulated by chapter 10.23A SMC is one hundred dollars for each event or each day, plus a fire department evaluation fee of twenty-five dollars per hour, with a twenty-five dollar minimum. The ~~((city manager))~~ City Administrator, upon the advice of the ~~((chief of police))~~ Chief of Police that the event should not involve extraordinary law enforcement costs, may waive any part of the fee in excess of one hundred dollars.

Section 4. That section 08.12.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.12.070 Penalties and Interest

- A. Whenever any fee is not received by the due date (March 1st or the beginning of the calendar quarter in a case under SMC 8.12.040(B)), there is added a penalty of five percent of the total unpaid amount per month from January 1st. The minimum penalty is ten dollars.
- B. In addition to the penalty provided in subsection (A) of this section, interest is charged at the rate of one percent of the amount of the total unpaid fee for every calendar month of delinquency from due date to date of payment.
- C. Whenever a check or other instrument tendered for payment is dishonored or otherwise not negotiable, penalties and interest accrue since payment is not deemed made until the instrument is honored.
- D. The City ~~((treasurer))~~ may waive the penalties provided in this section, but not interest, in a particular case when the taxpayer's failure to comply was due to circumstances beyond the taxpayer's control.
- E. The penalties and interest provided for in this section are collected as part of the license fee. Collection of such penalties and interest, or discontinuance of use of any device, does not excuse noncompliance and is not a defense to prosecution.

Section 5. That section 10.23A.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.030 Special Regulations for ~~((Cabaret/))~~Entertainment Facilities

- A. No person under the age of eighteen years may be in a premise licensed under this section between the hours of two a.m. and six a.m., nor shall any licensee permit such minor to be on the premises between those hours.

B. No licensee may conduct any dancing activity between the hours of two a.m. and six a.m. without prior special permission of the license officer.

C. No licensee or employee may do, or permit to be done:

1. soliciting of dancing partners or the purchase of refreshments on a commission basis; or
2. dancing with patrons or customers on a commission or tip basis;
- ~~((3. immoral or obscene dancing.))~~

D. A licensee with a dance floor must maintain illumination at a minimum level of three foot-candles at a plane three feet above the dance floor.

E. The operator of ~~((a cabaret))~~ an entertainment facility:

1. shall not permit music to emanate off the premises in violation of chapter 10.08D, SMC (noise control), except where outdoor entertainment venues are provided in approved outdoor patio areas;

~~((2. shall not permit pre-recorded music unless it is delivered and controlled by a live entertainer on the premises whose sole function in the cabaret is entertainment;))~~

~~((3.))~~2. shall keep the portion of the premises devoted to the preparation of food entirely separate from the dance floor;

~~((4.))~~3. if dancing is permitted, shall provide a dance floor of not less than one hundred fifty square feet with each side being at least ten feet long;

~~((5.))~~4. if there is an elevated dance floor, shall provide a dance floor not higher than eighteen inches above the surrounding floor or closer than six feet from the nearest patron;

~~((6.))~~5. shall ensure the subject premises comply with all applicable building, fire, and zoning codes; and

~~((7. shall ensure all managing employees have no criminal records relating to their fitness to engage in the licensed activities.))~~

F. Outdoor entertainment venues may be provided in approved outdoor patio areas pursuant to the following:

1. Sound levels shall be in compliance with ~~((existing noise ordinance))~~ chapter 10.08D, SMC.
2. Sound levels must be turned down or terminated in response to neighborhood complaints or as directed by a police officer.
3. No outdoor entertainment allowed after ten p.m., provided that, at the time of the initial permit application, a venue may request and shall receive a

permit allowing for extended hours to midnight on Friday and Saturday if the venue is located no closer than one hundred feet from a residential zone, which shall be measured from the property lines between the venue and the nearest residential property.

G. A violation under this section is a class one civil infraction for each violation.

Section 6. That section 10.23A.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.050 Special Regulations for Circuses, Carnivals, Concerts, and Dances

A. An applicant for a permit under this section must make application at least thirty days prior to the date of the proposed event.

B. The applicant must demonstrate that no principal, manager, or person having a proprietary interest in the event has a criminal history related to such person's fitness to conduct the event, including specifically crimes of moral turpitude.

C. If the event requires any special physical facilities, the applicant must furnish specific plans with the application.

D. The applicant must show the character, number, and location of all potable water and other drinking, food, toilet, lavatory, waste collection, and emergency medical facilities available and to be provided.

~~((E. The applicant must demonstrate the adequacy of the vehicle parking plan which provides one off-street parking space for every four persons expected to attend.))~~

~~((F.))~~E. The applicant must show plans for traffic and crowd control by commissioned City police officers at the ratio of one traffic-control officer and one crowd-control officer for every two hundred persons expected to attend.

~~((G.))~~F. The applicant must state the procedure to be used to limit further attendance in the event attendance exceeds the capacity of the approved physical, sanitation, or law enforcement facilities.

~~((H.))~~G. Expiration and Transfer.

The permit under this section is issued to a particular sponsor for a single event. The permit expires upon conclusion of the event and is not transferable. Unless otherwise determined by the license officer, the licensee must have the physical facilities provided for a circus, carnival, concert, or dance in place and ready for inspection by all interested officials five days prior to the event. A license issued under this section is not subject to the requirements listed elsewhere in this chapter.

Section 7. That section 10.23A.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.070 Application, Transfer, and Renewal

- A. An entertainment facility license issued under this chapter is not transferable as to person or place.
 - B. Application for License.
 - 1. The application is filed and all applicable license fee(s) are paid to, the ~~((office of taxes and licenses))~~ Department of Taxes and Licenses.
 - 2. The ~~((chief of police))~~ Chief of Police, or designated license officer, does not approve the license until the application has been reviewed and approved by ~~((the))~~ a designated building official, fire marshal, and director of taxes and licenses as required.
 - C. An entertainment facility shall be at all times during normal business hours available for access by any law enforcement.
 - D. This chapter is subject to the administrative provisions of chapter 4.04 SMC.
 - 1. An entertainment facility license may be suspended, revoked, or denied if:
 - a. any datum furnished on the application is false or is not updated in a timely fashion;
 - b. the structure ceases to comply with all applicable building, fire, and zoning provisions;
 - c. any condition of the license, or voluntary consent agreement, ~~or~~ ~~((community advisory board mitigation agreement))~~ issued under this chapter has been violated; or
 - d. any provision of this chapter is violated.
 - 2. Any authorized City official may issue a warning order requiring licensee to correct any condition or practice that presents a threat to the public health or safety.
 - 3. Authorized City departments may invoke their powers granted under the Spokane Municipal Code to immediately close an entertainment facility if the conditions present an imminent threat to public health and safety.
 - E. Renewal of application:
 - 1. Application for renewal shall be made no later than thirty days prior to expiration of license.
 - 2. The applicant shall pay all applicable fees.
 - 3. The applicant must obtain relevant confirmations from the fire department; the building services department; and the police department.
 - ~~((4. In the event issues and/or complaints against a facility arise which involve the business activities that have occurred prior to or during the renewal period; the community advisory board should first review the issues pursuant to chapter 4.33 SMC. The decision of the community advisory board shall be taken into account in granting or denying a license renewal.~~
- ~~a. The business will be granted a temporary sixty day license extension for the limited purposes of allowing the business to process the complaints through the community advisory board.))~~

F. All license fees are non refundable.

G. Any person required to obtain a license under this chapter and who fails to do so in the time required by this code is subject to payment of interest on the outstanding balance at the rate of one percent per month or part of a month. In addition to the interest, penalties are assessed at the rate of:

1. Fifteen percent for the amount due for any amount past due more than thirty days; and
2. Twenty percent for the amount past due more than sixty days.

H. Penalties and interest provided for in this section are collected as part of the license fee. Collection of the penalties and interest, or discontinuance of the activity, does not excuse noncompliance and is not a defense to prosecution.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

05/22/2017

<u>Date Rec'd</u>	5/9/2017
<u>Clerk's File #</u>	ORD C35501
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	ED LUKAS 625-6286
<u>Contact E-Mail</u>	RLUKAS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	5900 - ORDINANCE

Agenda Wording

Disposition of Low-Value Personal Property or Equipment Ordinance.

Summary (Background)

The City of Spokane has accumulated a large amount of used office furniture and equipment over the years that it no longer uses. The furniture and equipment has either worn out, been replaced by more ergonomic/functional items or no longer fits the space originally intended. Consequently the City has been storing this used furniture and equipment in its facilities which consumes vital working and storage space, impedes access to mechanical systems and creates safety hazards.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance 5/8/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	rlukas@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35501

An ordinance relating to the disposition of surplus City real property; enacting a new section 12.05.040; and amending section 07.08.509 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 12.05.040 of the Spokane Municipal Code to read as follows:

Section 12.05.040 Disposition of Low-Value Personal Property or Equipment

- A. As authorized by, and pursuant to RCW 35.22.280(3), chapters 35.33 and 35.94, RCW, and chapter 12.10, SMC, as well as Article 8, Section 7 of the Washington State Constitution, which generally prohibits the City from gifting money or property to private individuals or corporations, the City Administrator, or her designee, is authorized to dispose of low-value City personal property or equipment, by any of the following methods:
1. Arms'-length sale on commercially reasonable terms;
 2. Donation to a non-profit organization; or
 3. Auction.
- B. Prior to conducting any disposition authorized by this section, the City Administrator, or designee, shall provide a report to the City Council providing, in reasonably specific terms, the following:
1. a description of the City low-value personal property or equipment which is to be disposed of;
 2. the preferred method of disposition;
 3. the approximate date of the disposition;
 4. the estimated costs of the disposition, if any; and
 5. the estimated revenues, if any, to be derived from the disposition.
- C. For purpose of this section, "low-value personal property or equipment" means (i) any item of personal property or equipment having an estimated value of less than five hundred dollars (\$500.00), and (ii) any item of personal property or equipment which, in the determination of the City Administrator or designee has not been in use by the City for a period of five years or longer.
- D. Funds derived from the sale of low-value personal property or equipment shall be deposited into the Asset Management Fund, pursuant to SMC 07.08.509(F).

Section 2. That section 07.08.509 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.509 Asset Management Fund

- A. There is created a fund to be known as the "Asset Management Fund" for the purpose of planning, designing, constructing/demolishing, procuring, managing and selling real property and infrastructure for City departments/funds.
- B. All moneys deposited in the fund shall be expended through the usual fiscal officers of the City as directed by the legislative authority of the City and in accordance with approved budgets for the design, construction/demolition, procurement or management of real property and for payments of debt related to property owned by the Fund.
- C. All moneys deposited into the Fund and not expended shall remain in the Fund from year-to-year and shall not be transferred to any other fund or expended for any other purpose whatsoever, except by appropriate action of the City Council.
- D. The City fund that uses the property owned by the Asset Management Fund for its operating activities is responsible for all expenses related to the maintenance and operation of the property.
- E. To the extent permitted by law, all moneys from the sale of real properties surplus by the City Council shall be deposited into the Fund.
- F. To the extent permitted by law, all proceeds from the sale of low-value personal property or equipment conducted as authorized under SMC 12.05.040 shall be deposited into the Fund.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Asset Management Department
May 2, 2017

Subject:

Low-Value Personal Property Disposition

Background:

The City of Spokane has accumulated a large amount of used office furniture and equipment over the years that it no longer uses. The furniture and equipment have either worn out, been replaced by more ergonomic/functional items, or no longer fits the space originally intended.

Consequently, the City has been storing this used furniture and equipment in its facilities which consumes vital working and storage space, impedes access to mechanical systems, and creates safety hazards.

Impact:

The attached ordinance, drafted by Brian McClatchey, outlines the disposition process for low-value personal property and equipment.

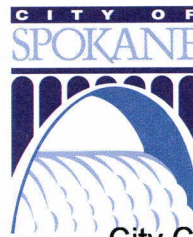
The ordinance calls for the City Administrator, or her designee, to provide a report to the City Council describing...

- the property to be disposed of,
- method of disposition (arm's length sale, donation to non-profit, or auction),
- date of disposition
- costs to perform disposition, if applicable, and
- estimated revenues, if applicable.

Any proceeds from the disposition are to be deposited in an asset management fund to be used for the benefit of city facilities.

Action:

Recommend approval of the attached draft ordinance.



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 14, 2017

City Clerk File No.:

✓ ORD C35489

ORD C35490

COUNCIL ACTION MEMORANDUM

RE: EMERGENCY ORDINANCE C35489 IMPOSING AN IMMEDIATE MORATORIUM ON DEMOLITION PERMITS IN THE BROWNE'S ADDITION NEIGHBORHOOD IN SOUTH SPOKANE and EMERGENCY ORDINANCE C35490 IMPOSING AN IMMEDIATE MORATORIUM ON THE RELOCATION OF OFF-PREMISES SIGNS INTO AREAS OF SPOKANE HAVING CENTER AND CORRIDOR ZONING DESIGNATIONS

During the Spokane City Council's 3:00 p.m. Briefing Session held Monday, April 10, 2017, upon review of the April 10 Current Agenda, Council Member Waldref introduced and provided an overview of Emergency Ordinance C35490 and Council Member Kinnear introduced and provided an overview of Emergency Ordinance C35489, and Council commentary on the items was held. The following actions were taken:

Motion by Council Member Waldref, seconded by Council Member Kinnear, **to suspend** the Council Rules; **carried unanimously.**

Motion by Council Member Waldref, seconded by Council Member Kinnear, **to place** the emergency ordinance (Emergency Ordinance C35490) on tonight's Legislative Agenda for consideration; **carried unanimously.**

Motion by Council Member Kinnear, seconded by Council Fagan, **to place** the emergency ordinance (Emergency Ordinance C35489) on tonight's Legislative Agenda; **carried unanimously.**


At its 6:00 p.m. Legislative Session on April 10, the City Council considered Emergency Ordinances C35489 and C35490. Following a full reading of the respective ordinances by the City Clerk, Council Member Kinnear provided an overview of Ordinance C35489. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Ordinance C35489** imposing an immediate moratorium on demolition

permits in the Browne's Addition neighborhood in south Spokane; setting a public hearing; and declaring an emergency.

Council Member Waldref provided an overview of Emergency Ordinance C35490. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council and staff commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Ordinance C35490** imposing an immediate moratorium on the relocation of off-premises signs into areas of Spokane having center and corridor zoning designations; setting a public hearing; and declaring an emergency.



Terri L. Pfister, MMC
Spokane City Clerk

ORDINANCE NO. C35489

An ordinance imposing an immediate moratorium on demolition permits in the Browne's Addition neighborhood in south Spokane; setting a public hearing; and declaring an emergency.

WHEREAS, the Browne's Addition neighborhood is in the process of completing its application for historic neighborhood status; and

WHEREAS, recently, there has been increased activity in the demolition of historic structures in Browne's Addition to make way for multi-family residential housing without regard to whether the resulting replacement building contributes to the historic character of the neighborhood; and

WHEREAS, existing Chapter 17G, SMC, requires the City to issue a demolition permit as an administrative Type I permit; and

WHEREAS, the demolition permit ordinance currently contains no protections for buildings located within historic districts; and

WHEREAS, the potential acceleration and continuation of the demolition of buildings in Browne's Addition could frustrate the City's goal of improving the appearance of the City, and preserving historic districts, and would therefore be contrary to the City's land use objectives in these areas; and

WHEREAS, the City has begun the process of reviewing its current demolition ordinance in a comprehensive fashion to determine whether amendments are necessary to better protect the public health, welfare, and safety in the City of Spokane from the aesthetic, visual, and historic impacts associated with unregulated demolition of buildings in historic districts; and

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to implement land use moratoria without a hearing (*see also Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty days of its adoption; and

WHEREAS, the City intends to impose a moratorium barring the acceptance, approval, or issuance of applications for the demolition of buildings located within the Browne's Addition neighborhood of south Spokane; and

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

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety, property or peace.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Moratorium Imposed. A moratorium is imposed on the acceptance, approval, and issuance of demolition permits, under Chapter 17G, SMC, in the area shown in the attached Browne's Addition Neighborhood Council map attached hereto as Exhibit A (referred to herein as the "moratorium zone").

During the term of this moratorium, the City will not accept, process, or approve applications for demolition permits for buildings located in the moratorium zone. This moratorium does not apply to any pending applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

Section 2. Purposes. The purpose of this moratorium is to allow the City adequate time to review and possibly amend its land use regulations relating to demolition permits for buildings located in historic districts in order to prevent the potential frustration of the City's amendment of development regulations regarding certain historic areas of the City.

Section 3. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of six months, beginning on the date of the adoption of this Ordinance. During this period, City Planning Department staff is directed to develop a work plan to study appropriate amendments to the City's demolition permit provisions, Chapter 17G, SMC, and is authorized to employ consultants or experts to assist staff in this regard, subject to the City Council's usual budgetary and contract approvals. City staff shall provide a work plan for this review and development of recommendations to the City Council at least two weeks prior to

the date of the public hearing scheduled in Section 4 of this Ordinance. In addition, City staff shall submit its final recommendations to the City Council within 150 days of the effective date of this Ordinance.

Section 4. Public Hearing on Moratorium. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this moratorium on May 22, 2017. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either extend the moratorium for an additional six-month period or cancel the moratorium.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without an immediate moratorium on the City's acceptance, processing, and approval of permit applications for the demolition of buildings in the moratorium zone, the acceptance, processing, or approval of such applications by the City could occur under regulations that are inconsistent with the City's legitimate policy of protecting the areas within the moratorium zone from the aesthetic, visual, and historic properties impacts associated with the demolition of buildings in historic districts. Current City regulations have not anticipated the potential loss of historic buildings and structures in those neighborhoods which are or are to be designated as historic districts. Therefore, the City's moratorium must be imposed immediately to prevent any development rights from vesting and preserve the City's ability to process applications under valid codes.

ADOPTED BY THE CITY COUNCIL ON

April 10, 2017

Bm Storch

Council President

Attest:

Leni H. Hest
City Clerk

David A. C. C. C.
Mayor

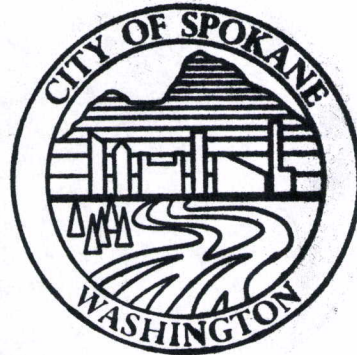
Approved as to form:

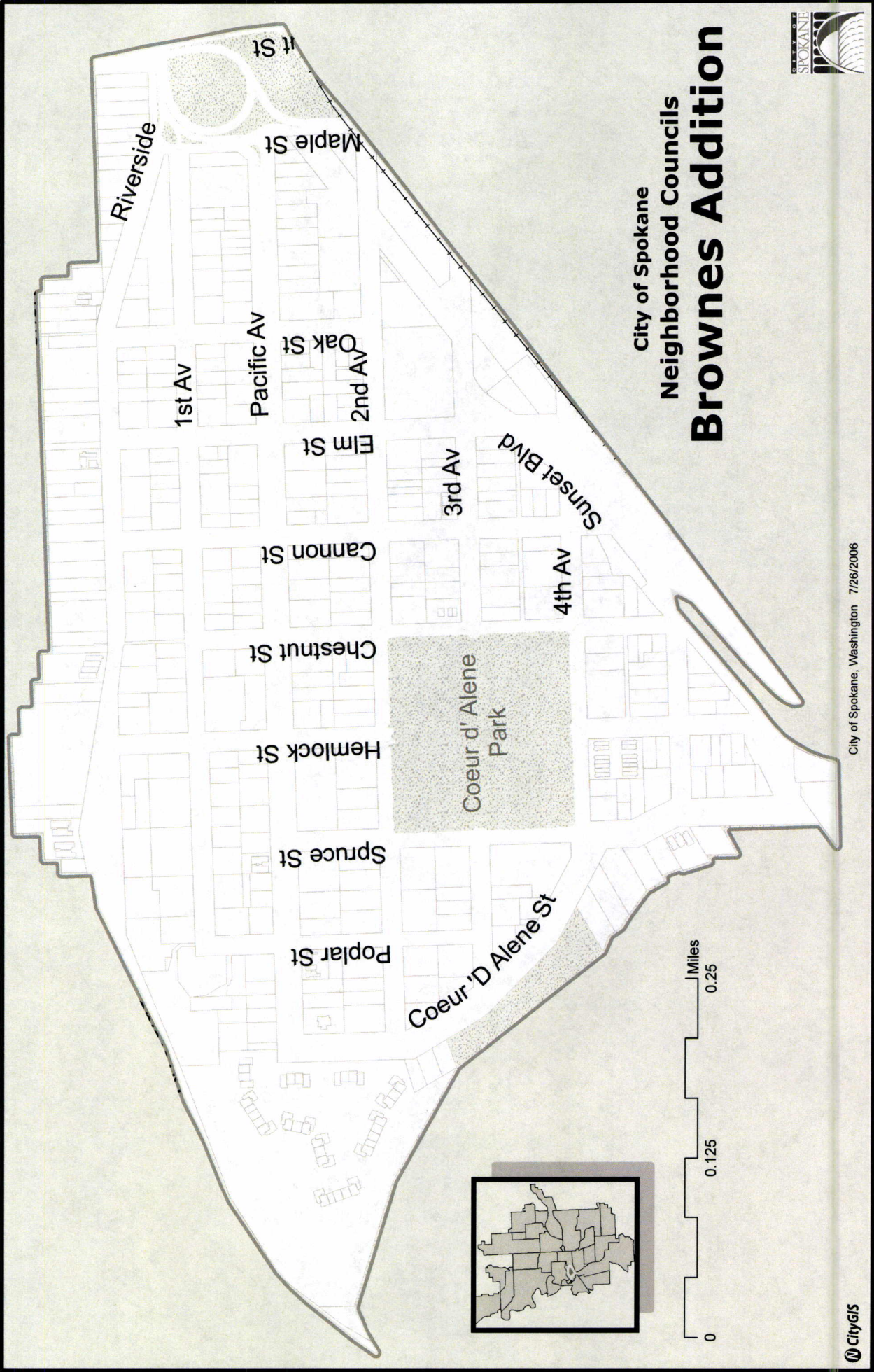
Michael J. Pendo
Assistant City Attorney

May 8, 2017
Date

April 10, 2017
Effective Date

Returned after Mayoral Signature Deadline
Returned: *May 8, 2017*





City of Spokane
Neighborhood Councils
Brownes Addition



City of Spokane, Washington 7/26/2006



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 14, 2017

City Clerk File No.:

ORD C35489

ORD C35490

COUNCIL ACTION MEMORANDUM

RE: EMERGENCY ORDINANCE C35489 IMPOSING AN IMMEDIATE MORATORIUM ON DEMOLITION PERMITS IN THE BROWNE'S ADDITION NEIGHBORHOOD IN SOUTH SPOKANE and EMERGENCY ORDINANCE C35490 IMPOSING AN IMMEDIATE MORATORIUM ON THE RELOCATION OF OFF-PREMISES SIGNS INTO AREAS OF SPOKANE HAVING CENTER AND CORRIDOR ZONING DESIGNATIONS

During the Spokane City Council's 3:00 p.m. Briefing Session held Monday, April 10, 2017, upon review of the April 10 Current Agenda, Council Member Waldref introduced and provided an overview of Emergency Ordinance C35490 and Council Member Kinnear introduced and provided an overview of Emergency Ordinance C35489, and Council commentary on the items was held. The following actions were taken:

Motion by Council Member Waldref, seconded by Council Member Kinnear, **to suspend** the Council Rules; **carried unanimously.**

Motion by Council Member Waldref, seconded by Council Member Kinnear, **to place** the emergency ordinance (Emergency Ordinance C35490) on tonight's Legislative Agenda for consideration; **carried unanimously.**

Motion by Council Member Kinnear, seconded by Council Fagan, **to place** the emergency ordinance (Emergency Ordinance C35489) on tonight's Legislative Agenda; **carried unanimously.**

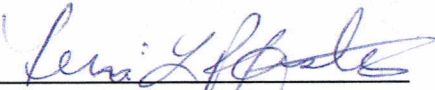
At its 6:00 p.m. Legislative Session on April 10, the City Council considered Emergency Ordinances C35489 and C35490. Following a full reading of the respective ordinances by the City Clerk, Council Member Kinnear provided an overview of Ordinance C35489. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Ordinance C35489** imposing an immediate moratorium on demolition

permits in the Browne's Addition neighborhood in south Spokane; setting a public hearing; and declaring an emergency.

Council Member Waldref provided an overview of Emergency Ordinance C35490. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council and staff commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Ordinance C35490** imposing an immediate moratorium on the relocation of off-premises signs into areas of Spokane having center and corridor zoning designations; setting a public hearing; and declaring an emergency.

A handwritten signature in blue ink, appearing to read "Terri L. Pfister", is written over a horizontal line.

Terri L. Pfister, MMC
Spokane City Clerk

ORDINANCE NO. C35490

An ordinance imposing an immediate moratorium on the relocation of off-premises signs into areas of Spokane having center and corridor zoning designations; setting a public hearing; and declaring an emergency.

WHEREAS, sections 17C.240.070(H) and 17C.240.250(A) and (B) of the Spokane Municipal Code prohibit new off-premises signs and indicate that existing off-premises signs are nonconforming uses which are allowed to remain subject to restrictions; and

WHEREAS, under Washington law, nonconforming uses are uniformly disfavored because they limit the effectiveness of land-use controls, imperil the success of community plans, and injure property values (*Rhod-A-Zalea & 35th, Inc. v. Snohomish County*, 136 Wn.2d 1, 959 P.2d 1024 (1998); *City of University Place v. McGuire*, 144 Wn.2d 640, 30 P.3d 453 (2001) (recognizing that nonconforming uses are detrimental to public interests such as health, safety, morals, or welfare)); and

WHEREAS, existing SMC 17C.240.250(B)(2) allows the relocation of off-premises signs if the relocation is necessitated for the accomplishment of a public works project, subject to specified limitations; and

WHEREAS, this "public works exception" contains no restriction or conditions on the character or zoning category of the area into which off-premises signs would be moved, which means that off-premises signs, under current law, can be relocated into areas zoned to encourage and enhance pedestrian activity and therefore intended to be less accommodating for motor vehicles, such as the center and corridor (CC) zones; and

WHEREAS, the current North South Corridor development is triggering the relocation of off-premise signs along the Market St. Corridor, which contains a historic district and CC zone where over \$9M was invested in 2009 to improve pedestrian infrastructure, support redevelopment of historic structures, and enhance small business growth; and

WHEREAS, the potential proliferation of off-premises signs in areas of the City within the CC zoning categories would, as recognized in case law, create substantial hazards to traffic safety, would frustrate advancement of the City's goal of improving the appearance of the City, and would be contrary to the City's

land use objectives in these areas (*Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981)); and

WHEREAS, the City has begun the process of reviewing its current codes and ordinances in a comprehensive fashion to determine whether amendments to the sign code are necessary to better protect the public health, welfare, and safety in the City of Spokane from the aesthetic and visual impacts associated with off-premises signs located in, or to be relocated into, areas having CC zoning designations and zoning designations related to the CC zones; and

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to implement land use moratoria without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty days of its adoption; and

WHEREAS, the City intends to impose a moratorium barring the acceptance of applications relating to permits or approvals for the relocation of off-premises signs into areas of the City having of CC zoning designations; and

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

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety, property or peace.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Moratorium Imposed. A moratorium is imposed on the location, permitting, or relocation of off-premises signs, under SMC 17C.240.2503(B)(2), into any the area of the City of Spokane having any of the following zoning designations (referred to herein as the "moratorium zones"):

- Center and Corridor Type 1: Pedestrian Emphasis/Auto Accommodating

- (CC1)
- Center and Corridor Type 2: Pedestrian Enhanced/Auto Accommodating (CC2)
- Center and Corridor Type 3: Overlay Zone (CC3)
- Center and Corridor Type 4: Mixed-Use Transition Zone (CC4)
- The Form-Based Code Context Areas 1-4, as defined in Chapter 17C.123, SMC Context Area 1: (CA-1 through CA-4)

During the term of this moratorium, the City will not accept, process, or approve applications for the relocation of existing off-premises signs into the moratorium zones. This moratorium does not apply to any pending applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

Section 2. Purposes. The purpose of this moratorium is to allow the City adequate time to review and possibly amend its land use regulations relating to signs to adequately address issues relating to the Washington and federal constitutions and consistent with recent judicial decisions concerning sign regulations and to prevent the potential frustration of the City's amendment of development regulations regarding certain pedestrian-focused and neighborhood retail areas of the City.

Section 3. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of six months, beginning on the date of the adoption of this Ordinance. During this period, City Planning Department staff is directed to develop a work plan to study appropriate amendments to the City's sign code, Chapter 17C.240, SMC, and is authorized to employ consultants or experts to assist staff in this regard, subject to the City Council's usual budgetary and contract approvals. City staff shall provide a work plan for this review and development of recommendations to the City Council at least two weeks prior to the date of the public hearing scheduled in Section 4 of this Ordinance. In addition, City staff shall submit its final recommendations to the City Council within 150 days of the effective date of this Ordinance.

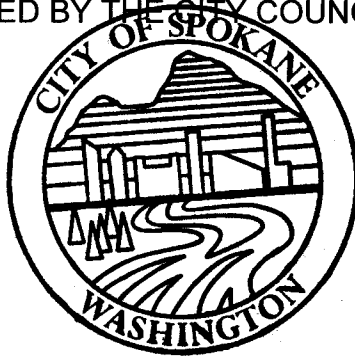
Section 4. Public Hearing on Moratorium. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this moratorium on **May 22, 2017**. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either extend the moratorium for an additional six-month period or cancel the moratorium.

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ADOPTED BY THE CITY COUNCIL ON

April 10, 2017



Ben Gruchet

Council President

Attest:

Leri Effects

City Clerk

Approved as to form:

Michael J. Pardo

Assistant City Attorney

David A. Cramer

Mayor

May 8, 2017

Date

Returned after Mayoral Signature Deadline

Returned: May 8, 2017

April 10, 2017
EFFECTIVE DATE