

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 5, 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. | Low Bid of Shawn Cole Construction (Spokane, WA) for upgrade of Council Chambers – Phase 1—\$636,480. Total Contract amount including previously approved architecture services: \$686,910.
Ed Lukas | Approve | PRO 2017-0017
ENG 2017-065 |
| 2. | Consultant Agreement with Murraysmith, Inc. (Spokane, WA) for Central Avenue Well Station #2 reconstruction—not to exceed \$63,500.
Dan Buller | Approve | PRO 2017-0018
ENG 2016133 |
| 3. | Contract with Bacon Concrete, Inc. (Spokane, WA) for Utility Cut Sidewalk and Curb Repairs for the Water & Wastewater Maintenance departments—\$80,000 (incl. tax).
Dan Kegley | Approve | OPR 2017-0380
SW48-17 |
| 4. | Accept grant from the Federal Emergency Management Agency, FY 2016 Assistance to Firefighters Grant Program, to purchase Personal Protective Equipment for the new 48 SAFER Firefighters—\$299,983.
Brian Schaeffer | Approve | OPR 2017-0381 |

- | | | | |
|----|---|------------------------------------|---------------|
| 5. | Contract with Mitchell Humphrey and Company (St. Louis, MO) for annual support and upgrades of Financial Management System Software from July 1, 2017 through June 30, 2018—\$83,840 (plus tax).
Michael Sloon | Approve | OPR 2016-0396 |
| 6. | Sole Source Contract Extension with McCoy Power Consultants (Genoa, NV) to maintain compliance of National Electric Reliability Corporation/Federal Energy Regulatory Commission Reliability Standards for the Waste To Energy Facility from July 1, 2017 through June 30, 2018—\$99,000.
David Paine | Approve | OPR 2016-0450 |
| 7. | Amendment No. 1 to Interlocal Agreement between the City and the University District Public Development Authority regarding the expenditure of University District Revitalization Area Funds from January 1, 2017 through December 31, 2019.
Andrew Worlock | Approve | OPR 2015-1056 |
| 8. | Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| | a. 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 \$_____. | | CPR 2017-0002 |
| | b. Payroll claims of previously approved obligations through _____, 2017: \$_____. | | CPR 2017-0003 |
| 9. | 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017", and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35502 Fire/EMS Fund
FROM: FEMA, \$299,983;
TO: Various Accounts, same amount.

(This action will add revenue and expenses in the Fire/EMS budget for the 2016 AFG Grant that was awarded in May 2017.)

Brian Schaeffer

ORD C35507 Channel Five Equipment Reserve Fund
FROM: Unappropriated Reserves, \$450,000;
TO: Reserve for Capital Outlay, \$450,000.

(This action allows appropriation of funds needed for audio/video upgrades needed in council chambers.)

Tim Dunivant

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2017-0049 Approving the appointment of Brian Schaeffer as Fire Chief for the City of Spokane.

Chris Cavanaugh

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

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35503 Establishing the elements of the crime of assault in the fourth degree; amending section 10.11.010 of the Spokane Municipal Code.

Council Member Kinnear

ORD C35504 Requiring the filing of a special allegation of sexual motivation in the prosecution of certain offenses; enacting a new section 10.11.015 of the Spokane Municipal Code.

Council Member Kinnear

ORD C35505 Relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.2005, and 13.04.2015 of the Spokane Municipal Code; and setting an effective date.

Corin Morse

ORD C35506 **Relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code.**
Heather Trautman
FURTHER ACTION DEFERRED

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

<p>S1. Update on Riverfront Park redevelopment progress. Presentation to include overview of the projects, timeline and budget.</p> <p>Fianna Dickson</p>	<p>For Information</p>	<p>CPR 2016-0037</p>
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Motion to Approve Advance Agenda for June 5, 2017
(per Council Rule 2.1.2)

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

ADJOURNMENT

The June 5, 2017, Regular Legislative Session of the City Council is adjourned to June 12, 2017.

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

06/05/2017

<u>Date Rec'd</u>	5/24/2017
<u>Clerk's File #</u>	PRO 2017-0017
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	2017065
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	5900 - COUNCIL CHAMBERS REMODEL - PHASE I		

Agenda Wording

We received one proposal in response to our RFP for the renovation and upgrade of the Council Chambers Phase 1. Shawn Cole Construction for \$636,480.00, which brings the total cost to \$686,910.00.

Summary (Background)

The original estimated cost of Phase 1 was \$682,105 when Council was briefed in February 2017. Approximately \$450,000 will be paid by Channel 5 Comcast PEG funds. The balance of \$230,000 +/- will come from Asset Management.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 186,480	#	5901 79160 94000 56203 85007
Expense	\$ 450,000	#	1940-37310-56000-56701-99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	5/25/17
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	rlukas@spokanecity.org	
<u>Additional Approvals</u>		kschmitt@spokanecity.org	
<u>Purchasing</u>		cbrazington@spokanecity.org	
		jlagent@spokanecity.org	

BRIEFING PAPER
Asset Management Department
(Presented at Council Study Session)
May 25, 2017

Subject:

Renovation and upgrade of the Council Chambers – Phase 1

Background:

Council Chambers project originally briefed at Finance Committee on February 6, 2017. Briefing paper is attached.

Impacts:

Original estimated cost of Phase 1 was \$682,105 when Council was briefed in February 2017.

The City received one proposal in response to our RFP from Shawn Cole Construction.

Revised cost of phase 1 of the project:

\$ 636,480	Shawn Cole Construction (General Contractor)
+ <u>\$ 50,430</u>	Bernardo Wills Architecture (Arch & Eng Services) [previously approved]
\$ 686,910	Total Cost

Source of Funds:

Approximately \$450,000 will be paid by Channel 5 Comcast PEG funds. The balance of \$230,000 +/- will come from the general fund.

Action:

Asset management recommends City Council approval of major contract for \$636,480 with the general contractor, Shawn Cole Construction, to remodel the City Hall Council Chambers.

BRIEFING PAPER

Asset Management Department

February 6, 2017

Subject:

Renovation and upgrade of the Council Chambers – Phase 1

Background:

Council chambers requires considerable renovation and upgrades to make City Hall's primary public space more attractive and functional. Years of water damage to the walls, window sills, and carpeting, along with a dated décor, require renovations to modernize the space. In addition, the lighting system is antiquated, making it difficult if not impossible, to repair light fixtures. Poor lighting also makes it difficult to properly record and broadcast public meetings.

Phase 1 renovation is focused on the needed repairs to the walls and lighting systems to make council chambers more functional in its present configuration. Phase 2 work will focus on improving citizen access, safety, and functionality of space for elected officials, city staff, and the visiting public.

Impacts:

The main goals for Phase 1 include...

- 1) Improved acoustics
- 2) Patch and paint the water damaged walls
- 3) Replace, patch and paint the water damaged window sill behind the dais
- 4) Remove existing curtains and replace with manually operated black out shades
- 5) Remove the old and damaged light fixtures, wiring and housing, and replace with an energy efficient lighting package, which will provide better and more efficient illumination of the space.

Estimated cost of Phase 1 is \$682,105.

This is conceived as a two phase project wherein the construction of phase 1 should commence in May 2017 and be completed by mid-July. During construction, council chambers will be closed to the public, and normally scheduled public meetings will be held in the council briefing center instead.

Phase 2 work will address auditorium seating, carpeting, the dais itself, the presentation desk, outside media accommodations, and ADA improvements. Phase 2 work will build upon and complement the work completed in phase 1. Furthermore, the phase 2 work can be completed in the evenings, on weekends, and done selectively so that council chambers can remain in service and be fully available for regularly scheduled meetings.

Action:

We are currently in the design process with Bernardo Wills Architects on phase 1 and are gathering data and ideas for phase 2.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: City Council Chambers Remodel – Phase 1

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 585,000.00

SALES TAX: (8.8%) \$ 51,480.00

TOTAL: \$ 636,480.00

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) one, two and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within ninety (90) working days after the project start date is given.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS (\$0.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. SHAWN COOLBMC
(must be in effect at time of bid submittal)

U.B.I. Number 601-991825

Washington Employment Security Department Number 094683002

Washington Excise Tax Registration Number 91-2006484

City of Spokane Business License Number T11034052BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: SHAWN COLE CONSTRUCTION INC.

Shawn Cole
Signature of Bidder's Authorized Representative

PRESIDENT
Title

15212 W. Cougar Lane Spokane Wa
Address

509-244-3923
Phone

cole.construction@juno.com
Email Address

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

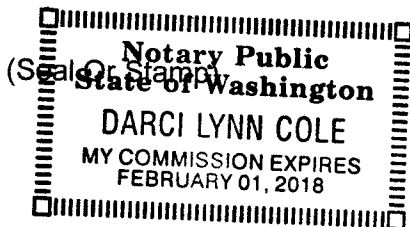
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On May 15, 2017
date



Darci Lynn Cole
Signature of Notary Public

My appointment expires Feb 1, 2018

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

SUBCONTRACTOR LIST

City of Spokane Project Name: City Council Chambers Renovation Phase 1

OWNER HAS DETERMINED SUBCONTRACTOR LIST SUBMITTAL REQUIRED AT TIME OF BID SUBMITTAL FOR BID #4322-17. ALTHOUGH NOT REQUIRED STATUTORILY BY DOLLAR AMOUNT, OWNER HAS DETERMINED NEED TO KNOW ANY SUBCONTRACTORS TO BE USED ON THIS PROJECT TO COMPLETE WORK SPECIFIED.

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void." (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed: Electrical Thornton & Sons

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed: one the level solutions Ceiling Tile

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed: Artist Draperys Window Coverings

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed: _____

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE*
WA. STATE CERTIFICATION NO.

IDENTIFICATION & VALUE OF
SUBCONTRACTS / SUPPLIES

No Women owned	
Do not know percentage for Apprenticeship	

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____

*Designate MBE or WBE

Mr./ Mrs./ Ms. Shawn Cole has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

This form must be submitted with bid response



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: CITY COUNCIL CHAMBERS REMODEL – PHASE 1

Project #: 4322-17

Part A: General Company Information

Company Name: SHAWN Cole CONSTRUCTION INC.

Address: 15212 West CONJOA Lane Spokane, WA

Contact Name and Title: SHAWN Cole - President

Contact Phone: 244-3923

Contact E-mail: coleconstruction@juno.com

Years in business as a Prime Contractor: 18

Years in business as a sub-contractor:

Years in business under present Name: 18

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: N/A

Explain reason for name change(s) in the past five (5) years:

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **This project requires a minimum of two (2) projects in the last five (5) years consisting of projects in similar scope and size.**

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)

Part K. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part M: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative**Date**

5-15-2017

Printed Name of Authorized Representative**Title**

SHAWN Cole

PRESIDENT

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable)	purchasinghelp@spokanecity.org
With the Email Subject line:	Supplemental Bidder Form for Bid #4322-17 City Council Chambers Remodel – Phase 1
Fax to:	(509) 625 -6413
With the title:	Supplemental Bidder Form for Bid #4322-17 City Council Chambers Remodel – Phase 1
Street Address:	Purchasing Office 808 West Spokane Falls Boulevard, 4th Floor, Spokane, WA 99201 Attention: Thea Prince / Connie Wahl Supplemental Bidder Form for Bid #4322-17 City Council Chambers Remodel – Phase 1
Questions: Please call (509) 625-6400	

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. Note a minimum requirement of two (2) projects in the last five (5) years consisting of projects in similar scope and size. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.				
PROJECT DETAIL				
Bidder's Company Name		Bidders Contact Name & Phone Number		
Project Name		Project Contract Number		
Project Owner		Project Location		
Project Owner Contact Name & Title		Owner's Telephone Number		
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price	
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)		
Brief Project Description				
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications				

DAVID A. CONDON
MAYOR



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

5/2/2017

ADDENDUM NO. 1

REQUEST FOR BIDS #4322-17 City Council Chambers Remodel - Phase 1

This Addendum 1 to Request for Bids #4322-17 City Council Chambers Remodel - Phase 1, is being issued to extend the Bid Proposal due date, provide the Pre-Bid Conference Sign-In Sheet and provide answers to questions received during the Pre-Bid Conference and walk-thru held on April 27, 2017. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **The due date for submitting Bid Proposals has been extended. The due date is now MONDAY, MAY 15, 2017 – 1:00 P.M. local time.**

2. Attached to this Addendum and incorporated herein to Addendum 1 and Bid #4322-17 by reference is the following background document: Addendum 1 Attachment A – Pre-Bid Conference Sign-In Sheet.

3. **Q: Location of Dumpster:**

A: This will have to be determined prior to construction. Direction will be given by the Asset Management Department.

4. **Q: Questions received regarding Apprenticeship Program:**

A: The cost estimate for the project is Six Hundred Thousand Dollars (\$600,000.00). The project would fall under Spokane Municipal Code 07.06, Public Works Apprentice Program requirement if the Bid and resulting Contract is equal to or greater than Six Hundred Thousand Dollars (\$600,000). Refer to Section 2 "Bid Proposal" Paragraph 14 "Public Works Apprenticeship Requirement". Detailed information regarding program requirements can be requested by contacting Jason Sandobal at apprentice@spokanecity.org.

5. **Q: The use of the Emergency Exit door and security measures:**

A: The emergency exit door can be utilized by the contractor at any time to enter and exit the space, however, the door should not be left propped open for any long period of time. The emergency exist should be kept shut at all times when not in use.

6. **Q: Is builders risk insurance required?**

A: The insurance requirements are identified in the Bid document. Refer to Section 3 AIA "Supplemental Conditions" Article 11 "Insurance and Bonds".

7. Q: Loop System specification:

A: This information is not available at this time. The information will be sent in a later Addendum.

8. Q: Do specified items not from preferred manufacturer need to be approved prior to bid?

A: All Bidders should refer to the specifications in the Bid documents and submit Bid Proposal based on the manufacturer and product specifications identified.

9. Q: The production of a construction schedule:

A: The General Contractor is responsible for providing a schedule with the Bid Proposal and schedule to be as concise and rapid as possible while maintaining high quality.

10. Q: Relocation of any furniture?

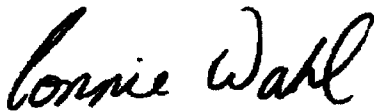
A: Only the (2) monitor stands will require removal and disposal for this Phase 1 Request for Bids.

11. Q: Project's start date?

A: The project is estimated to start at the end of May 2017.

12. Q: Estimated project cost?

A: Six Hundred Thousand Dollars (\$600,000.00).



Connie Wahl, C.P.M., CPPB
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

SHAWN Cole Construction Inc
Company

Shawn Cole
Authorized Signature

DAVID A. CONDON
MAYOR



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

05/08/2017

ADDENDUM NO. 2

REQUEST FOR BIDS #4322-17 City Council Chambers Remodel - Phase 1

This Addendum 2 to Request for **Bids #4322-17 City Council Chambers Remodel - Phase 1**, is being issued to provide a multimedia loop system specification attachment and to provide answers to questions received during the pre-bid conference and walk-thru held on the 27th April 2017. Questions are identified with "Q". Answers are identified with "A" and red text.

1. Attached to this Addendum and incorporated herein to Addendum 2 and Bid by reference is the following background document: Addendum 2 Attachment A – Multimedia Loop System Section 282340 Specifications.

5 Q: The provision of Specifications for the loop system

A: Drawings:

Sheet E2.2 – First Floor Plan – Electrical – New. **REVISE** leader note pointing to dashed line along the north wall of Council Chambers to read: "Audio Loop Assisted Listening Wire (Refer to Section 282340)".

Sheet E2.2 – First Floor Plan – Electrical – New. **REVISE** leader note pointing to conduits stub at southeast corner of the Council Chambers to read: "1" C Stub-Up to Control Room for Audio Loop Audio Loop Wire (Refer to Section 282340)".

Specifications:

Section 282340 Multi-Media System. **REPLACE** the entire specification section with the attached.

Connie Wahl, C.P.M., CPPB
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

SHAWN Cole Construction Inc.
Company

Shawn Cole
Authorized Signature

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ _____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, Shawn Cole Construction, Inc. as Principal,

and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for City Council Chambers – Phase 1 according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on May 15, 2017

Shawn Cole Construction, Inc.

AS PRINCIPAL

By: *Shawn Cole*
Title: President

A valid POWER OF ATTORNEY must accompany this bond.

The Ohio Casualty Insurance Company

AS SURETY

By: *Judith C. Kaiser-Smith*
Attorney in Fact
Judith C. Kaiser-Smith

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7428274

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jaci Kruse; James E. Majeskey, II; Judith A. Rapp; Judith C. Kaiser-Smith; Marla J. Davenport; Shanalee Steele; Thomas V. A. Davis; William H. Davis

all of the city of Spokane, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of July, 2016.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of July, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 20 17.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ID	Task Name	Duration	Start	Finish	May 14, '17							May 21, '17							
					W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
1	 Pre Construction Meeting	1 day?	Mon 6/5/17	Mon 6/5/17															
2	Mobilization	2 days	Tue 6/6/17	Wed 6/7/17															
3	Demolition	5 days	Thu 6/8/17	Wed 6/14/17															
4	Framing	7 days	Thu 6/15/17	Fri 6/23/17															
5	Electrical & Sound Rough in	10 days	Mon 6/26/17	Fri 7/7/17															
6	Electrical inspection	1 day?	Mon 7/10/17	Mon 7/10/17															
7	Insulation	3 days	Tue 7/11/17	Thu 7/13/17															
8	Gypsum Board Hang	5 days	Fri 7/14/17	Thu 7/20/17															
9	Gypsum Board Taping	10 days	Fri 7/21/17	Thu 8/3/17															
10	Acoustical Panels	5 days	Fri 8/4/17	Thu 8/10/17															
11	Painting	5 days	Fri 8/11/17	Thu 8/17/17															
12	Electrical light fixtures & sound Trims	5 days	Fri 8/18/17	Thu 8/24/17															
13	Demobilize	2 days	Fri 8/25/17	Mon 8/28/17															
14	Clean up & punch list	3 days	Fri 8/25/17	Tue 8/29/17															
15																			
16	 Schedule will need adjusted depending on light fixtures	0 days	Mon 6/5/17	Mon 6/5/17															
17	and acoustical panel delivery	0 days	Mon 6/5/17	Mon 6/5/17															
18	Light fixture are 8-12 weeks out after approved submittals	0 days	Mon 6/5/17	Mon 6/5/17															
19	Critical path is bolded	0 days	Mon 6/5/17	Mon 6/5/17															

Project: City of Spokane Council Char
Date: Mon 5/15/17

Task

Progress

Milestone

Summary

External Tasks

Project Summary

Group By Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

Split

Page 1



SHAWN COLE

CONSTRUCTION INC.

SUBCONTRACT AGREEMENT

Project: _____

Owner: _____

Subcontractor; _____

1. Subcontractor shall provide all supervision, materials, labor, supplies and equipment for the work set forth below (hereafter "Subcontract work"): SECTION As Per Your Proposal dated 00/00/00 subcontractor shall provide the Subcontract work in accordance with the project plans; general, supplementary and special conditions, specifications and addenda (referred to collectively as the "Main Contract") the provisions of which are expressly incorporated herein by this reference. Subcontractor also agrees to be bound by all of the terms on the reverse side of this Subcontract, including any attachments to this Subcontract.

2. Contractor agrees to pay Subcontractor (hereafter "Subcontract Price") for the full, complete and faithful performance of this Subcontract, the following:

☒ Lump Sum: THOUSAND HUNDRED DOLLARS AND NO CENTS
(\$00.00)

☐ Unit Price:

Progress payments, less retainage of 5 %, shall be made to Subcontractor for work satisfactorily performed no later than seven (7) days after receipt by Contractor of payment from Owner for Subcontractor's work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from Owner for Subcontractor's work. These payments are conditioned upon receipt of such lien waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor.

////////////////////////////////////

SHAWN COLE CONSTRUCTION, INC

By: _____

BY: _____

Its: _____

ITS: PRESIDENT

Date: _____

DATE: _____

SHAWN COLE CONSTRUCTION General Conditions of Subcontract Agreement

1. Contractor has implemented a Safety Program which shall apply to the Project. Subcontractor agrees that it, its employees and its lower tier subcontractors and their employees shall be bound by the Program and any other program implemented by contractor to benefit the health, safety and welfare of persons or property, and shall comply with all provisions thereof. However, nothing contained herein shall relieve Subcontractor of its obligations of implementing its own safety program and of its responsibilities towards its employees, and lower tier contractors.

2. Time is of the essence in this Subcontract. Subcontractor shall perform the Subcontract work as it becomes available in a manner that, in the Contractor's opinion, benefits the overall Project schedule. Subcontractor agrees to cooperate with and coordinate its efforts with Contractor and other subcontractors whose work may interfere with the Subcontract work. Should Subcontractor fall behind, it shall take necessary action to meet and maintain job progress without additional compensation, and shall be liable to and reimburse Contractor for damages resulting from or related to any delay.

3. Contractor shall have the right by written order, to order changes, additions, deletions, or alterations to the Subcontract work or the time of performance of the Subcontract Contract. Should Subcontractor claim any such order or any act by Contractor or others would cause additional costs, or if Subcontractor otherwise believes itself entitled for any reason to an adjustment in the Subcontract Price or Subcontract time, Subcontractor shall submit written notice to Contractor within seven (7) calendar days of said claim arising, and prior to commencing such work; otherwise, such claim shall be deemed waived, and Subcontractor shall have no right to maintain an action in court to recover for extra work. In no event shall Subcontractor be entitled to a change order or an equitable adjustment unless authorized in writing by Contractor.

4. Subcontractor shall act as a fiduciary for its employees, lower tier subcontractors, and suppliers on the Project, using all progress payments as trust funds to first pay those parties all sums owing and due them for work, materials or labor on the Project before paying itself. If it appears Subcontractor is not promptly paying its bills in this fashion, or if the Contractor has any other reasonable grounds for concern, Contractor may take such steps as it deems necessary to insure that progress and final payments are utilized to pay such bills, including the issuance of third party or two-party checks.

5. Contractor may withhold amounts otherwise due under this Subcontract, or under any other arrangement between the parties, as an offset to cover 150% of Contractor's reasonable estimate of any liability Contractor has incurred or may incur for which Subcontractor may be responsible under this Subcontract, or under any other agreement between the parties. This offset shall be subject to adjustment when the exact amounts of liability are determined.

6. Subcontractor shall remove or cause to be removed any and all liens, bond claims or retainage claims of lower-tiered Subcontractors, suppliers, or laborers before any action is brought to enforce the same, or within ten (10) days after written demand by Contractor, whichever first occurs. Subcontractor agrees to indemnify, defend and hold Contractor and the Project free and harmless of all liability for any and all such liens or claims, together with attorneys' fees and costs and expenses related thereto. If Subcontractor fails to remove or bond off such liens or claims, all expenses, including attorneys'

fees and costs, so incurred by Contractor in doing so, shall be immediately due from Subcontractor to Contractor shall bear interest at twelve percent (12%) per annum.

7. The Contractor shall not be liable to Subcontractor for any damages or additional compensation caused by any person not a party to this Subcontract unless Contractor has first recovered the same on behalf of Subcontractor from said person, it being understood and agreed by Subcontractor that apart from such a recovery from said third party, Subcontractor's sole and exclusive remedy shall be an extension of the Subcontract time.

8. The Subcontract Price includes, and the Subcontractor accepts exclusive responsibility for securing and paying for: (1) all permits, fees and licenses necessary for the performance of the Subcontract; (2) all taxes, including without limitation business and occupation taxes, personal property taxes, sales taxes, use taxes, penalties and interest, based upon labor, services, goods, equipment or other items acquired, performed, furnished or used in connection with the Subcontract work; (3) all contributions, taxes or premiums, including penalties and interest, measured upon Subcontractor's payroll or required to be withheld from Subcontractor's employees; and (4) paying any pension, welfare, vacation, annuity and other benefit contributions owed in connection with labor agreements or applicable law.

9. Subcontractor shall procure, maintain and pay for such insurance which shall include, but not be limited to, the minimum coverages and limits of liability specified below, or if greater, any coverages or limits of liability specified in the Main Contract or required by law.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000.00
Commercial General Liability	\$1,000,000.00
Comprehensive Auto Liability	\$1,000,000.00

Subcontractor shall endorse its Commercial General Liability Policy to add Contractor and Owner as "additional insureds" with respect to liability, however caused, related to the performance of operations under this Subcontract. All policies shall contain a provision that coverage shall not be canceled without thirty (30) days prior written notice to Contractor. Certificates of Insurance shall be filed with Contractor prior to the start of Subcontract

10. Subcontractor warrants to Contractor and Owner the Subcontract work and materials furnished hereunder on the same terms, and for the same period, as Contractor warrants the work to Owner under the Main Contract. With respect to the Subcontract work, Subcontractor shall assume all warranty obligations and responsibilities of Contractor under the Main Contract. Without limiting the preceding sentences, this warranty shall run at least one year from the Owner's final acceptance of the Project. In no event shall Subcontractor's obligation in this regard be less than the obligation to promptly correct improper or defective Subcontract work or materials discovered within one year from the date of final acceptance of the Project by Owner.

11. This Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The venue of any lawsuit arising out of this Subcontract or the Subcontract work shall be in Spokane, Washington.

APPENDIX 1

Project: _____

Subcontractor; _____

This Appendix 1 is hereby made a part of the Subcontract by and between Contractor and Subcontractor.

INDEMNIFICATION

1. Subcontractor assumes responsibility for and agrees to defend, indemnify and hold Contractor harmless from any and all claims, demands, losses, fines, penalties or liabilities to or by all persons and to all property, including the loss of use thereof, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Subcontract work or the Subcontract obligations, including without limitation claims of subcontractors and suppliers contracting with Subcontractor. Subcontractor's obligation to defend, indemnify and hold Contractor harmless shall include, but will not be limited to, Contractor's and Owner's personnel-related costs, reasonable attorneys' and experts' fees, court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below.

(a) Subcontractor's duty to indemnify Contractor 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 Contractor or Contractor's agents or employees.

(b) If, under the laws determined to be applicable to this paragraph, indemnification of concurrent negligence is valid only to the extent of the negligence of Subcontractor, its agents or employees, then Subcontractor's duty to indemnify Contractor for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (i) Contractor or Contractor's agents or employees, and (ii) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees; except in situations where negligence is not a requirement of liability.

2. For the purposes of these indemnification provisions only, Subcontractor specifically and expressly waives any immunity that may be granted it under the Idaho Worker's Compensation Laws, Title 72, Washington State Industrial Insurance Act, Title 51 RCW, or the laws of any other state, provided that such waiver shall be expressly limited to subcontractor's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts.

3. Subcontractor's indemnification obligations as stated herein shall extend to claims occurring after this subcontract agreement is terminated as well as while it is in force.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS APPENDIX WAS MUTUALLY NEGOTIATED.

////////////////////

SHAWN COLE CONSTRUCTION, INC

By: _____

By: _____

ITS: _____

ITS: PRESIDENT

DATE: _____

DATE: _____

APPENDIX 2

PROJECT: _____

Subcontractor; _____

This Appendix 2 is hereby made a part of the Subcontract by and between Contractor and Subcontractor.

GUARANTY AGREEMENT

IN CONSIDERATION OF Contractor entering into the Subcontract with Subcontractor, the undersigned individuals, hereby personally and unconditionally guarantee all obligations and liabilities of Subcontractor under the Subcontract, including full and prompt workmanlike performance of the Subcontract and payment of all monies which Contractor may become liable for as a result of any acts and/or omissions of Subcontractor. If any representative titles are used in the signature block of this document, they merely describe the person(s) signing this document and in no way alter the parties' mutual intent to personally bind the undersigned.

At Contractor's sole election, Contractor may modify, alter, cancel or renew the Subcontract without in any way diminishing, releasing or discharging the liability hereunder of the undersigned. Nothing other than payment to Contractor of the full amount of the indebtedness hereby guaranteed shall discharge the undersigned from liability hereunder.

Upon default of Subcontractor, Contractor may, at its sole option, proceed directly against the undersigned to collect the full amount of liability hereunder or any portion thereof, without first proceeding against Subcontractor or foreclosing upon or otherwise selling or disposing of any collateral which Contractor may have received as security for such indebtedness. The obligations of each of the undersigned shall be joint and several. Release of one or more of the undersigned shall not diminish, release or discharge the liability of any of the others. Presentment, notice, protests and right to offset is hereby waived by the undersigned. The obligations and liabilities of this Guaranty Agreement may not be assigned without the express written approval of Contractor. The obligations hereunder shall be binding upon all heirs, successors and assigns of the undersigned.

The undersigned shall also pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees, incurred in the collection of any indebtedness or liability from Subcontractor or the undersigned to Contractor.

Venue and jurisdiction shall be placed in Spokane, Washington. Contractor may, at its sole election, join any dispute governed by this Guaranty Agreement into any litigation Contractor may be engaged in with Subcontractor.

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SHAWN COLE CONSTRUCTION

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

Spokane City Council Chambers
BWA Project No. 16-345
Remodel Phase I
Cost Estimate: Schematic Design Phase

Item	Qty/Unit	Per Unit \$ Cost	\$ Cost
I. Demolition			
Remove Existing Wood Base	270 lf	1.50	\$405.00
Remove Existing Acoustical Wall Treatment	11,000 sf	1.00	\$11,000.00
Remove Existing Stage Curtains	1 ls	200.00	\$200.00
Demo Window Soffit for Window Shade Pocket	1 ls	750.00	\$750.00
Demo Existing Lighting and Electrical	1 ls	3,500.00	\$3,500.00
Demo Existing Equipment	1 ls	300.00	\$300.00
<i>Subtotal</i>			\$ 16,155
II. Finishes			
New 5/8" Type X Gypsum Board	11,000 sf	2.67	\$29,370.00
Repair Clouds to Receive New Lights	1,012 sf	8.00	\$8,096.00
Window Shade Pocket	200 sf	20.00	\$4,000.00
Resilient Base	270 lf	3.00	\$810.00
Patch and Repair Walls as Needed	4,000 sf	0.85	\$3,400.00
Paint Existing Interior Walls	11,000 sf	3.00	\$33,000.00
Paint Existing Ceiling Clouds and Soffit	2,200 sf	5.00	\$11,000.00
Paint Existing Handrails	150 lf	1.75	\$262.50
Replace Laminate Window Sill	32 sf	93.75	\$3,000.00
<i>Subtotal</i>			\$ 92,938.50
III. Specialties			
Lighting and Electrical	1 ls	250,000.00	\$250,000.00
Black-Out Shades	1 ls	3,500.00	\$3,500.00
Acoustic Wall Panels	500 sf	30.00	\$15,000.00
Acoustic Ceiling Panels	1,004 sf	40.00	\$40,160.00
60" TV's	4 ea	1,000.00	\$4,000.00
TV Brackets	4 ea	300.00	\$1,200.00
City Logo Behind Dias Desk	1 ea	3,000.00	\$3,000.00
<i>Subtotal</i>			\$ 316,860
Subtotal Construction			\$ 425,954
General Conditions (10%)			\$42,595.35
<i>Subtotal</i>			\$ 468,549
Overhead/Profit (10%)			\$46,854.89
<i>Subtotal</i>			\$ 515,404
Bond/Insurance (2.5%)			\$12,885.09
<i>Subtotal</i>			\$ 528,289
Contingency (10%)			\$52,828.88
<i>Subtotal</i>			\$ 581,118
State Sales Tax (8.7%)			\$50,557.24
<i>Subtotal</i>			\$ 631,675
Architectural and Engineer Fees			\$18,930.00
<i>Subtotal</i>			\$ 650,605
Additional Scope Architectural and Engineer Fees			\$31,500.00
<i>Subtotal</i>			\$ 682,105
TOTAL ESTIMATE			\$ 682,105



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/18/2017
Clerk's File #	PRO 2017-0018
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016133
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	18159
Agenda Item Name	0370 - ENGINEERING SERVICES - MURRAYSMITH, INC.		

Agenda Wording

Consultant Agreement with Murrraysmith, Inc. for Central Avenue Well Station #2 reconstruction for an amount not to exceed \$63,500.00.

Summary (Background)

The Water Department's Capital Plan includes reconstruction of the Central Avenue Well Station (approximately two blocks southwest of the intersection of Division Street and Francis Avenue). The current station consists of 60 year old submersible pumps and underground piping which need replacement due to age and non-compliance with current Department of Health sanitary regulations. Due to capacity limitations in Engineering Services, a consulting engineering firm is being hired. Central Avenue Well Station #1 was reconstructed in fall 2016 / spring 2017.

Fiscal Impact		Budget Account	
Expense	\$ 63,500.00	#	4340 42300 94000 56501 04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 5/22/17
Finance	CLINE, ANGELA	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	SANDERS, THERESA	mdoval@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		kschmitt@spokaneacity.org	
		jlargent@spokanecity.org	
		dbuller@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
May 22, 2017

Subject

Central Avenue Well #2 Station Reconstruction (2016133)

Background

Central Avenue Well Station (approximately two blocks southwest of the intersection of Division Street/Francis Avenue) is the site of two large Water Department wells. Well #1 pump/piping/building were reconstructed beginning in 2016 and finishing this spring. Well #2 pump/piping/building are scheduled for reconstruction in 2018 with design to occur this summer/fall. The current station consists of 60 year old submersible pumps and underground piping, all of which needs replacement due to age and non-compliance with current Department of Health sanitary regulations.

Due to capacity limitations in Engineering Services, the department proposes to use the same consulting engineer which designed the Well #1 station, Murraysmith, Inc. (MSA), for the design of Well #2 Station. MSA is based in Portland but has a local office here in Spokane where most of the design work will be performed.

Much of the design on the Well #1 Station will be reused on the Well #2 Station.

Public Impact

The hiring of the consultant, which is the subject of this briefing paper, has no direct impact on the public.

Action

Information is provided for Council background. The proposed agreement with MSA will be on the June 5, 2017 Council agenda.

Funding

This project will be paid with Water Department funds.

MURRAYSMITH, INC.
PROPOSED SCOPE AND FEE FOR
THE CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT PROJECT
FOR
CITY OF SPOKANE

Murraysmith, Inc. has developed the following scope of work for engineering services for the Central Avenue Well #2 Pump Station Replacement project. This scope of services has been developed based on the design services provided by Murraysmith for the Central Avenue Well #1 Pump Station Replacement project, which includes review of the current design documents, existing facility documents, and discussion with City of Spokane (City) staff.

PROJECT BACKGROUND AND ASSUMPTIONS

The Central Avenue Well #1 Pump Station Replacement (Well #1) project construction is nearly completion and the City's Water Department is planning the replacement of the second of the two well pump stations at the Central Avenue site. Each well pump station consists of a hand dug 8-foot diameter caisson type well, approximately 270 feet deep. Currently Well #2 has two submersible pumps installed, each with a capacity of 4,200 gpm at 355 feet total dynamic head (TDH). The piping and associated valves for each well are in a below ground concrete vault. The electrical and chlorine disinfection equipment for each pump station are in a separate existing above ground building. The electrical equipment was partially replaced as part of the Well #1 project and additional electrical system improvements to be installed as part of this project.

The Central Avenue Well #2 Pump Station Replacement project is a similar facility upgrade to Well #1 project, which includes relocation of the well discharge head to above ground in a new concrete masonry unit (CMU) building. The approximate dimensions of the building will be 16 feet wide by 30 feet long and with 10-foot high walls. The existing submersible pumps will be replaced with a new vertical lineshaft turbine pump that has an approximate capacity of 8,000 gpm. The project will address setback and building height considerations per approach for Well #1 to successfully permit the building in a residential neighborhood.

For the development of this scope of services, and the associated fee estimate, the following project assumptions are defined:

- Anticipate Notice to Proceed (NTP) on June 5, 2017.
- Project design duration approximately 2.5 months, with planned bid dated in early August 2017.
- The City's previous site survey for Well #1 will be used, including the adjacent street and ally.

- The Well #1 project architectural, structural, and mechanical drawings and specifications will be similar for those used for the Central Avenue Well #2 Pump Station Replacement project where practical.
- Extensive updates to the Well #1 project drawings are planned for only the civil site plan and piping drawings.
- No structural issues are assumed for the Well #2 caisson and vault structure similar to Well #1.
- The City's arborist will assess the protection and health of existing trees on site.
- The City will lead permitting, environmental review and public meetings and assumed no revisions through the review process based on approval of Well #1.
- The City has completed the SEPA process with a final determination of non-significance (DNS) for the project.
- With limited increase in impervious area on the site, which is a non-pollution generating surface, a site drainage report will not be required for the drainage design.
- Development of a screen and buffering landscape will be included as part of this project scope of services similar to the Well #1 project.
- The well pump and motor selection and specification will be completed under a separate contract with the City. This includes hydraulic analysis of the discharge piping and water distribution system.
- A new discharge flow meter will be installed as part of this project, before the connection to the transmission main in N Normandie St.
- Pressure valve waste line will be directed by gravity down N Normandie St to the existing 24-inch storm drain pipeline in W Central Avenue.
- The existing disinfection system will not be updated as part of this project.

SCOPE OF WORK

The work shall be completed by tasks outlined as follows:

Task 1 – Project Management

Under this task, Murraysmith will manage all aspects of the project scope, schedule and budget. Project management services include:

- 1.1 Staff and Subconsultant Management
- 1.2 Budget and Schedule Management

Deliverables:

- Monthly progress reports, invoices and schedule updates.

Task 2 – Site Investigation and Structural Assessment

Under this task, the project team will kick-off the project, investigate the existing well station vault and site, and note any dimensional or configuration variations from existing conditions at Well #1.

2.1 – Project Kick-off Meeting

A kick-off meeting will be planned at the beginning of the project to cover the City's key objectives and review lessons learned from design and construction of the previously replaced Well #1 project. Any additional data requests will be discussed as part of this meeting. A meeting agenda and summary will be provided.

2.2 – Site Visit and Data Collection

Murraysmith's team will make a site visit review the site and to confirm and visually assess existing concrete structure. Noting any dimensional or configuration variations from existing conditions at Well #1. It assumed that all pertinent data associated with the existing well station, including past reports, studies, facility design drawings, and new site survey information is already available through the Well #1 project.

2.3 – Site Geotechnical Investigation

Central Avenue Well #2 Pump Station will be replaced in a similar way to the Well #1 project. Well #2 is on the same parcel, but is located on the opposite side in the northeast portion site. It is understood that the caisson and vault are of similar size and depth. The existing geotechnical borings are relevant due to their proximity, so additional deep borings are not anticipated to be required. A small amount of additional field exploration is proposed, using light-weight dynamic cone penetrometer (DCP) equipment to probe the conditions in the upper 5 to 10 feet of the surface, where most of the existing fill is likely present and where loose soil at the surface would be most likely to impact the construction work. In particular, existing fill is likely to be associated with construction of the existing vault. The two DCP tests will be conducted at opposite corners of the vault. The results of DCP tests will be presented in plots of those values versus depth. An interpretation of those tests and description of their relevance to the proposed design in a memorandum, referencing the original geotechnical report.

2.4 – Structural Assessment

Portions of the existing vault, which include the concrete pump pad, concrete floor, and lower vault room level will be visually assessed to determine structural integrity. This is to confirm approach for extending the pump pedestal to the ground surface and the ability of the existing structure to support new well station structure. This is a visual assessment of the vault and full depth of existing brick caisson and will not include destructive testing. A summary of the of the visual assessment will prepared presenting conclusions and recommendations.

Deliverables:

- Project kick-off meeting agenda and minute, draft and final

- Draft and final geotechnical report
- Draft and final letter report presenting structural assessment conclusions and recommendations for inclusion into final design

Task 3 – Permitting

Murraysmith will provide assistance to the City in obtaining the building permits and approvals for the project as required. As part of this task, Murraysmith will assist the City with coordinating with the Design Review Board (DRB) review. It is anticipated that all permit and approval fees will be paid by the City. The Project Report will be developed by the City with assistance from Murraysmith and submitted by the City to Washington State Department of Health for review and approval.

3.1 – Project Report Assistance

To meet the requirements of the State of Washington Administrative Code (WAC), the City will prepare and submit a Project Report for the new well station as required by WAC 246-290-130. The Murraysmith will provide design information as required to complete the Project Report.

3.2 – Building Permit

It is anticipated that the City will secure the building permits (building, electrical, plumbing, mechanical, etc.). Murraysmith will assist the City in coordinating the necessary resources and information for the building permit approval requirements and DRB review. These include structural calculations, NREC review form, and pump station rendering. Murraysmith will attend the Intake Meeting with the City at the Planning and Development Department at the completion of the 90% Design Submittal.

Deliverables:

- Partially complete Commercial/Industrial/Multi-Family Building & Parking Lot Permit Application for City completion
- Submit up to three (3) stamped and signed design drawings
- NREC Code Form
- Signed structural calculations
- One pump station building rendering

Task 4 – Final Design and Contract Documents

This task will produce final plans and specifications for the new pump station improvements using the Well #1 project contract documents as a basis. Addenda, change orders, and clarifications during construction from the Well #1 project will be incorporated. Plans and specifications will be presented at the 90% and 100% completion level for technical review by the City. Final (100%) bid-ready plans and specifications will incorporate all prior review comments and will be suitable for bidding.

Murraysmith will use the Well #1 project standard construction contract and front end administration specifications, with the City's standard special provisions being used as the basis for the technical specifications with, Murraysmith's technical Construction Specification Institute (CSI) specifications integrated as technical specifications for more specialized project elements of the project. The electrical design will be completed by the City's electrical design consultant. Murraysmith will coordinate directly with the electrical designer during the design process. Murraysmith will incorporate the electrical design consultant's drawings and specifications into the contract documents.

The pump station facility conceptual design developed in the previous tasks will be further refined to develop the final design plan set. The plan set is anticipated to include the following 24 sheets, which will be ARCH D (24x36):

- G-1 Cover sheet
- G-2 Symbols, Legend, and Abbreviations
- C-1 Existing Site Plan, Site Demolition and Staging Areas
- C-2 Existing Vault Demolition Plan and Section
- C-3 Existing Well Demolition Section
- C-4 Site Plan
- C-5 Site Piping and Water Pipe Profile
- C-6 Well Profile
- C-7 Civil Details - 1
- C-8 Civil Details - 2
- A-1 Architectural Plans
- A-2 Exterior Elevations
- A-3 Architectural Sections
- A-4 Architectural Details
- S-1 General Structural Notes, Abbreviations and Legend
- S-2 Typical Details
- S-3 Foundations Plan and Details
- S-4 Roof Framing Plan and Details
- S-5 Sections and Details
- M-1 Mechanical Piping/Plumbing Plan and Section
- M-2 HVAC Plan and Schedule
- M-3 Mechanical Details – 1
- L-1 Landscape Plan
- L-2 Landscape Details

The following defines the effort for each of the packages:

4.1 - 90% Plans and Contract Documents

The Well #1 project design drawings will be revised and further developed to incorporate addenda, change orders and clarifications during construction to a 90% completion level. Submit 90% packages for City review and conduct a 90% review meeting with staff to review submittals and receive comments.

4.2 - 100% Plans and Contract Documents

The 90% design packages will be revised and further developed to incorporate comments from the City's review of the 90% submittals to produce the plans and contract documents to a 100% completion level for both the pump station improvements projects.

4.3 - Opinion of Construction Cost

Prepare engineer's opinion of probable construction cost at each submittal milestone (90% and 100%). The 90% and final (100%) Engineer's Opinion of Cost will be formatted to reflect the corresponding bid items in the bid schedules of the Bidding/Contract Documents.

4.4 – Final Design Review

Plans, specifications, and will be submitted to the City for review at the 90% design package. Meet with the City to receive and review comments. Comments received will be incorporated into subsequent design submittals in the final design phase of the project.

Deliverables:

- Submit up to five (5) sets of the 90% complete final plans and specifications to the City for distribution to project participants for review.
- Submit one (1) 100% final reproducible set of the contract documents (specifications, 11x17 drawings on bond and 24x36 on Mylar).
- Submit the 90% and 100% engineer's opinion of cost.

Task 5 – Bidding Assistance

This task provides assistance to the City during the bidding through contract award phase of this project.

5.1 – Assistance with Bidding

Under this subtask Murraysmith will provide on-call support during bidding of the project as requested by the City. On-call support bidding activities are anticipated to include answering bidding questions and issuing addenda based on the following assumptions:

- The City will coordinate the reproduction of the final contract documents to be bid.
- The City will distribute the contract documents to prospective bidders, subcontractors, equipment suppliers and other vendors upon request.

- The City will maintain a list of plan holders.
- The City will collect bidders' questions, coordinating and providing responses and addenda as necessary.
- Murraysmith will maintain a written record of any communications regarding any questions.
- Murraysmith will assist the City in the issuance of addenda as necessary to clarify the contract documents. It is anticipated that two (2) addenda will be issued.
- The City will coordinate the pre-bid meeting with assistance from Murraysmith.
- Murraysmith will evaluate bids using City criteria summarized in a checklist the City will provide and recommend successful bidder to the City's project manager.

Murraysmith has included an estimated budget of \$5,000 for this task, based on Murraysmith's Schedule of Charges. If additional effort is requested, Murraysmith will proceed with the work only upon authorization by the City.

Task 6 – Construction Services

Not included as part of this scope of services and will be contracted later.

PROPOSED PROJECT FEE

Murraysmith will perform this work on a time and expenses basis with a total not to exceed amount of \$63,500 for Tasks 1 through 6 in accordance with the firm's current standard rate schedule.

Project expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside technical, professional and other services will be invoiced at actual cost plus 4 percent to cover administration and overhead. The table below presents a breakdown of the proposed fee estimate.

Task	Budget
Task 1 – Project Management	\$ 4,450
Task 2 – Site Investigation and Structural Assessment	\$ 5,650
Task 3 – Permitting and Public Meeting	\$ 6,600
Task 4 – Final Design and Contract Documents	\$ 41,800
Task 5 – Bidding Assistance	\$ 5,000
Total Fee Estimate	\$ 63,500

PROPOSED PROJECT SCHEDULE

It is anticipated that this work be completed within three (3) months of receiving Notice to Proceed, barring any significant delays by other parties. Design services to be complete by August 4, 2017, bidding services to be complete by August 31, 2017 and construction services will be complete by December 31, 2018.



City of Spokane

CONSULTANT AGREEMENT

Title: **CENTRAL AVENUE WELL #2 PUMP
STATION REPLACEMENT PROJECT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** ("City"), a Washington municipal corporation, and **MURRAYSMITH, INC.**, whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201 ("Consultant"). Hereafter individually referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this contract is to assist the City in planning the replacement of one of the two well pump stations at the Central Avenue site; and

WHEREAS, the Consultant was selected from the City's A & E Roster.

-- 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:

1. TERM OF AGREEMENT.

The term of this Agreement commences on June 5, 2017, and ends on December 31, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work to provide Engineering Services to the City for the **Central Avenue Well #2 Pump Station Replacement Project**, as outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. 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 Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant 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 Consultant's progress.

4. PAYMENT.

The Consultant shall be compensated a total amount not to exceed **SIXTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$63,500.00)** for everything furnished under this Agreement.

5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- E. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may include a four (4%) percent mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
Dept. of Engineering Services City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> • Invoice Date and Invoice Number • City Project Manager Name: Dan Buller _____ (Please do not put PM's name in the address portion of the invoice) • Contract Title: CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT PROJECT • Period covered by the invoice • Task # and title • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per task • Itemization of direct, non-salary costs (per task, if so allocated) • The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup): <ul style="list-style-type: none"> ○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). ○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per task and for the total project • Budget remaining per task and for the total project

- A. If there are any grant or loan monies involved in this Contract, the Consultant shall retain all required records for three years after the funding agency has audited the grant or loan. The funding agency shall be allowed access to such records for the same time duration. Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.
- B. Payment from the Management Reserve Fund. For a Management Reserve Fund to be utilized on this Contract or any subsequent amendments it must already be identified on the associated exhibit for the estimated cost. The Management Reserve Fund is to provide the Department with flexibility to authorize additional funds for allowable unforeseen costs beyond those estimated for in the tasks of the Scope of Work, or for reimbursing the Consultant for additional work requested by the City toward completing the Scope of Work.

Payment from the Management Reserve Fund is at the sole discretion of the Department and must be authorized in writing before the Consultant performs the additional work. Such written authorization will include a description of the work that is to be performed and shall specify the amount of the payment, including, if applicable, any profit factor. Any fixed fee for work reimbursed from the Management Reserve Fund

shall be negotiated at the time such work is assigned to the Consultant and shall be authorized in writing by the City.

The Consultant shall show separately and identify on its invoices all charges against the Management Reserve Fund.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant'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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Dan Buller, Project Manager Dept of Engineering Services City of Spokane Spokane WA 99201	Joe Foote Murraysmith, Inc. 421 W Riverside Ave. Suite 762 Spokane, WA 99201

9. SOCIAL EQUITY REQUIREMENTS.

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant.
- B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant releases and shall indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of the Consultant's performance or nonperformance of the services to be provided under this Agreement to the extent caused by the negligent acts or omissions, willful misconduct, or breach of this Agreement by the Consultant, subconsultants, its servants, agents, officers or employees. The Consultant's obligations shall not be eliminated or reduced by any alleged negligence on the part of the City. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract price reflects this negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement. Consultant's defense obligation shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

11. INSURANCE.

During the term of the Contract, the Consultant shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- C. Property insurance if materials and supplies are furnished by the Consultant. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available to the Agency provided the Agency gives 10 business days notice, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

13. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant 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 Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

14. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING.

The Consultant 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 Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or

subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

16. FEDERAL DEBARMENT.

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the Consultant records.

17. CITY ETHICS CODE (SMC 1.04).

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.
- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services

immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also

believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

23. TERMINATION.

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.

- E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar a and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through

written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, 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. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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 Consultant after the time the same shall have become due nor payment to the Consultant 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.
- J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments

material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. 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.

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.

MURRAYSMITH, INC.,

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

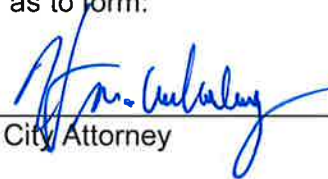
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Attachments: Exhibit A - Scope of Work

17-527a



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/18/2017
Clerk's File #	OPR 2017-0380
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 509.625.7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	SW48-17
Agenda Item Type	Contract Item	Requisition #	CR 18142
Agenda Item Name	4100/4310 - UTILITY CUT SIDEWALK & CURB REPAIRS		

Agenda Wording

Contract for Utility Cut Sidewalk and Curb Repairs with Bacon Concrete, Inc. (Spokane, WA) for \$80,000.00 including tax.

Summary (Background)

Small Works Roster Request for Bids #SW48-17 was opened April 6, 2017 to contract this work for the Water & Wastewater Maintenance departments. Seventy-six (76) contacts were included on the bid distribution and two (2) bids were received. The business is being awarded to Bacon Concrete, Inc. as the lowest minimum set-up fee and rates for services most commonly used (Schedule A Cement Concrete Curb, Schedule B Remove Cement Concrete or Asphalt S/W & D/W and Remove Existing Curb or Asphalt).

Fiscal Impact		Budget Account	
Expense	\$ 55,000.00	#	4100-42420-34148-54809-99999
Expense	\$ 25,000.00	#	4310-43117-35148-54809-99999
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SAKAMOTO, JAMES	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PWC 5/22/2017
Finance	CLINE, ANGELA	Distribution List	
Legal	WHALEY, HUNT	SJOHNSON@SPOKANECITY.ORG	
For the Mayor	SANDERS, THERESA	CWAHL@SPOKANECITY.ORG	
Additional Approvals		LSEARL@SPOKANECITY.ORG	
Purchasing	PRINCE, THEA	KJOHNSON@SPOKANECITY.ORG	
		MLOWDON@SPOKANECITY.ORG	
		ACLIN@SPOKANECITY.ORG	
		LROFF@SPOKANECITY.ORG	

BRIEFING PAPER
Public Works Committee
Water & Wastewater Maintenance
May 22, 2017

Subject

Contract for Utility Cut Sidewalk and Curb Repairs with Bacon Concrete, Inc. (Spokane, WA) for \$80,000.00 including tax.

Background

Small Works Roster Request for Bids #SW48-17 was opened April 6, 2017 to contract Utility Cut Sidewalk and Curb Repairs for the Water & Wastewater Maintenance departments. Seventy-six (76) contacts were included on the bid distribution and two (2) bids were received. The business is being awarded to Bacon Concrete, Inc. in accordance with the lowest minimum set-up fee and rates for services most commonly used (Schedule A Cement Concrete Curb, Schedule B Remove Cement Concrete or Asphalt S/W & D/W and Remove Existing Curb or Asphalt).

Impact

This contract will support the repair of sidewalks and curbs throughout the City of Spokane as needed due to Water and Wastewater projects.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Water and Wastewater Maintenance department budgets, respectively.

Utility Cut Sidewalk and Curb Repairs
BID #SW48-17 OPEN 4/6/17

	Bacon Concrete Inc. 16510 N. Brannon Ln. Spokane, WA 99208 (509) 924-3900	Wm Winkler Co. PO Box 430 Newman Lake, WA 99025 (509) 489-6100
SCHEDULE A		
Cement Concrete Curb – Price per linear foot	\$32.00	\$40.00
Cement Concrete Sidewalk – Price per square yard	\$75.00	\$65.00
Cement Concrete Driveway – Price per square yard	\$80.00	\$75.00
Exposed Aggregate Concrete – Price per square yard	\$75.00	\$85.00
Minimum Set Up Fee – Price per each	\$425.00	\$500.00
Quick Service Request (complete w/i 24 hours) – Price per each	\$1200.00	\$500.00
SCHEDULE B		
Remove Cement Concrete or Asphalt S/W & D/W – Price per square yard	\$22.00	\$45.00
Remove Existing Curb or Asphalt – Price per square yard	\$22.00	\$45.00
Cement Concrete Curb – Price per linear foot	\$34.00	\$40.00
Cement Concrete Sidewalk – Price per square yard	\$75.00	\$65.00
Cement Concrete Driveway – Price per square yard	\$85.00	\$75.00
Exposed Aggregate Concrete – Price per square yard	\$70.00	\$85.00
Minimum Set-Up Fee – Price per each	\$425.00	\$500.00
Quick Service Request (complete w/i 24 hours) – Price per each	\$1200.00	\$500.00
SUBCONTRACTORS	None	None
Washington State Contractor’s Registration Number	BACONC1072L9	WMWINC*935LA
U.B.I. Number	601 398 658	602 703 784
Washington Employee Security Department Number	760832005	364626009
Washington Excise Tax Registration Number	601 398 658	602 703 784
City of Spokane Business License Number	T12011451BUS	T11099851BUS



City of Spokane
**PUBLIC WORKS
MAINTENANCE AGREEMENT**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington, 99208 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **Utility Cut Sidewalk and Curb Repairs as needed due to Water and Wastewater Maintenance projects**; and*

WHEREAS, the Contractor was selected from an RFB issued by the City on March 22, 2017 (RFB #SW48-17).

-- 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 June 5, 2017, and ends on December 31, 2017, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for four (4) additional one-year periods upon the mutual acceptance of both parties not to exceed five (5) years.

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:

***Utility Cut Sidewalk and Curb Repairs as needed
due to Water and Wastewater Maintenance projects***

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 **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)**, 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 **City of Spokane, Water & Hydroelectric Services**, Administration Office, **914 East Foothills Drive, Spokane, Washington 99207**. **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. PREVENTATIVE MAINTENANCE.

The following Preventative 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;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in 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; 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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as 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 Consultant 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 or future 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.

BACON CONCRETE, INC.,

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 Response to Bid #SW48-17

17-059

DAVID A. CONDON
MAYOR



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

SMALL WORKS ROSTER - REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: #SW48-17

DESCRIPTION: UTILITY CUT SIDEWALK AND CURB REPAIRS

DUE DATE: THURSDAY, APRIL 6, 2017
No later than 10:00 a.m.

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

Connie Wahl, C.P.M., CPPB
Purchasing



BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Utility Cut Sidewalk & Curb Repairs

The undersigned Firm/Contractor has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following prices:

SCHEDULE A USE THIS SCHEDULE FOR CITY-PREPARED SITES

<u>CLASSIFICATION</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Cement Concrete Curb	\$ <u>32.00</u>	Linear Foot
Cement Concrete Sidewalk	\$ <u>75.00</u>	Square Yard
Cement Concrete Driveway	\$ <u>80.00</u>	Square Yard
Exposed Aggregate Concrete	\$ <u>75.00</u>	Square Yard
Minimum Set-Up Fee	\$ <u>425.00</u>	Each
Quick Service Request (Completed w/in 24 hours)	\$ <u>1200.00</u>	Each

SCHEDULE B USE THIS SCHEDULE FOR CONTRACTOR-PREPARED SITES

<u>CLASSIFICATION</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Remove Cement Concrete or Asphalt S/W & D/W	\$ <u>22.00</u>	Square Yard
Remove Existing Curb or Asphalt	\$ <u>22.00</u>	Square Yard
Cement Concrete Curb	\$ <u>34.00</u>	Linear Foot
Cement Concrete Sidewalk	\$ <u>75.00</u>	Square Yard
Cement Concrete Driveway	\$ <u>85.00</u>	Square Yard
Exposed Aggregate Concrete	\$ <u>70.00</u>	Square Yard
Minimum Set-Up Fee	\$ <u>425.00</u>	Each
Quick Service Request (Completed w/in 24 hours)	\$ <u>1200.00</u>	Each

The Firm/Contractor acknowledges receipt of the City's Addendum number _____ and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. BACONC107229

U.B.I. Number 601-398-658

Washington Employment Security Department Number 760 832 005

Washington Excise Tax Registration Number 601-398-658

City of Spokane Business Registration T12011451BUS


By submitting their Bid, Contractor confirms it (and any subcontractor) is not listed on the "Contractors Not Allowed to Bid" list of the Washington State Department of Labor and Industries or the Federal debarred list.

COMPLETION TIME. Bidder agrees to start work within ten (10) days of Notice to Proceed and to substantially complete the specified work within thirty (30) calendar days. Delays shall be explained in writing to the appropriate department contact and shall be retained for consideration of contract termination.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of \$0.00 for each and every day the Work remains uncompleted.

NON-COLLUSION. The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

FIRM/CONTRACTOR NAME: BACON CONCRETE INC / GREG BACON

SIGNATURE:  TITLE: PRESIDENT

PHONE: 509-924-3900 ADDRESS: 16510 N BRANNON LN
SPOKANE WA 99208

SUBCONTRACTOR LIST

PROJECT NAME: Utility Cut Sidewalk & Curb Repairs

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT
ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

☒ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/24/2017
Clerk's File #	OPR 2017-0381
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7002
Contact E-Mail	BSCHAEFFER@SPOKANEFIRE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - ACCEPTANCE OF AFG GRANT

Agenda Wording

Acceptance of grant from the Federal Emergency Management Agency FY 2016 Assistance to Firefighters Grant Program. Funds have been awarded to purchase Personal Protective Equipment(PPE) for the new 48 SAFER Firefighters.

Summary (Background)

FEMA has awarded grant EMW-2016-FO-04269 to the Spokane Fire Department. The approved amount is \$299,835 with our share of \$29,983 for a total of \$329,818. the award is for the purchase of 48 complete sets of PPE and for Training at the Washington State Fire Academy (WSTFA) in North Bend for our 48 new SAFER Firefighters. Grant performance period is May 1, 2017 through April 30, 2018. Once this award is accepted, we will request an amendment for the PPE purchase that occurred prior to the award

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 299983	#	1970-93532-99999-33183
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 5/15/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Fireaccounting	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	sbrown	
<u>Additional Approvals</u>		korlob	
<u>Purchasing</u>			

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



Mr. Dave Stockdill
Spokane Fire Department
44 W. Riverside
Spokane, Washington 99201-0114

Re: Award No.EMW-2016-FO-04269

Dear Mr. Stockdill:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Assistance to Firefighters Grant has been approved in the amount of \$299,835.00. As a condition of this award, you are required to contribute a cost match in the amount of \$29,983.00 of non-Federal funds, or 10 percent of the Federal contribution of \$299,835.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 540-504-2883. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", with a long horizontal flourish extending to the right.

Bridget Bean
Acting Assistant Administrator for Grant Programs

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2016-FO-04269
GRANTEE: Spokane Fire Department
DUNS NUMBER: 115528189
AMOUNT: \$329,818.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

01-MAY-17 to 30-APR-18

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$230,976.00
Supplies	\$14,400.00
Contractual	\$0.00
Construction	\$0.00
Other	\$49,440.00
Indirect Charges	\$0.00

State Taxes	\$35,002.00
Total	\$329,818.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

1. The Program Office has made the following reductions to your grant:

The funding requested for the complete set of turnout gear is excessive @ \$5,763 each, FEMA will fund @ \$2,800 each. Therefore, they have recommended the award at this level:

Total budget \$329,818

Federal share \$299,835

Applicant share \$29,983

2. Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Katrice Hagan at katrice.hagan@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

1. National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

2. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in

individual DHS programs.

Agreement Articles


FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety
GRANTEE: Spokane Fire Department
PROGRAM: Operations and Safety
AGREEMENT NUMBER: EMW-2016-FO-04269
AMENDMENT NUMBER:
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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances - Non-Construction Programs](#). Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

[2 C.F.R. Part 200](#), *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([42 U.S.C. § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities ([42 U.S.C. §§ 12101-12213](#)).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VIII. **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

IX. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the

work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. §3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#) and form SF-424B, item number 17 for additional information and guidance.

XVII. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. §2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients

are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with [31 U.S.C. §1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 C.F.R. Part 401](#) and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended ([22 U.S.C. § 7104](#)). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at [2 CFR § 175.15](#).

XXIX. Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends [18 U.S.C. §§ 175-175c](#). Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award;
and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these

procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO. EMW-2016-FO-04269	2. AMENDMENT NO. 0	3. RECIPIENT NO. 91-6001280	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX01287N2017T
6. RECIPIENT NAME AND ADDRESS Spokane Fire Department 808 W. Spokane Falls Blvd. Spokane Washington, 99201-0114	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Marketa Walker		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472	
9. NAME OF RECIPIENT PROJECT OFFICER Dave Stockkill	PHONE NO. 5096257080	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 01-MAY-17	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:01-MAY-17 To:30-APR-18 Budget Period From:29-JAN-17 To:30-SEP-17	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2017-F6-C111-P4310000-4101-D	\$0.00	\$299,835.00	\$299,835.00	\$29,983.00
TOTALS			\$0.00	\$299,835.00	\$299,835.00	\$29,983.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A**16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A**DATE**
N/A**18. FEMA SIGNATORY OFFICIAL (Name and Title)**
Marketa Walker**DATE**
24-APR-17

Go Back

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

06/05/2017

<u>Date Rec'd</u>	5/15/2017
<u>Clerk's File #</u>	OPR 2016-0396
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18118
Agenda Item Name	5300 MITCHELL HUMPHRIES CONTRACT RENEWAL		

Agenda Wording

Contract with Mitchell Humphrey and Company for annual support and upgrades of Financial Management System Software. July 1, 2017 through June 30, 2018 for \$83,840 plus tax

Summary (Background)

The City of Spokane has been using the Mitchell Humphrey & Company's Financial Management System since 1983. The Financial Management System has been continually enhanced based on the City's enterprise needs and requirements. This Financial Management System interfaces with many of the City's Enterprise Systems (HRMS, Permits, Utility Billing, etc.) and is the final repository of all City financial transactions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 91,217.92	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Fin Com 5/8
<u>Division Director</u>	MEIERS, BRANDON	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Accounting - kkeck@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This contract supplies the annual maintenance on the existing systems: 1: General Ledger & related modules
2: Budget Ledger 3: Accounts Payable 4: Accounts Receivable-Invoicing 5: FMS-ONRAMP, FMS-EXEC, Test
Account, FMS Productivity Suite 6: AP ACH Wire Transfer, Credit Card Processing, Purchasing Modules

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
City of Spokane
Information Technology
May 1, 2017

Subject

Contract with Mitchell Humphrey and Company for annual support and upgrades of Financial Management System Software.

July 1, 2017 through June 30, 2018 for \$83,840 plus tax

Background

The City of Spokane has been using the Mitchell Humphrey & Company's Financial Management System since 1983. The Financial Management System has been continually enhanced based on the City's enterprise needs and requirements. This Financial Management System interfaces with many of the City's Enterprise Systems (HRMS, Permits, Utility Billing, etc.) and is the final repository of all City financial transactions.

This contract supplies the annual maintenance on the existing systems:

- 1) General Ledger & related modules
- 2) Budget Ledger
- 3) Accounts Payable
- 4) Accounts Receivable-Invoicing
- 5) FMS-ONRAMP, FMS-EXEC, Test Account, FMS Productivity Suite
- 6) AP ACH Wire Transfer, Credit Card Processing, Purchasing Modules

2016 - \$81,400

Impact

Without this yearly maintenance contract, the Financial Management System used by The City of Spokane would not be supported by the vendor and the City would not be able to benefit from future enhancements and upgrades.

Action

City IT recommends approval

Funding

5300-73300-18850-54820 Software Maintenance

BRIEFING PAPER
City of Spokane
Information Technology





City of Spokane

CONTRACT RENEWAL

**Title: SOFTWARE MAINTENANCE AND UPGRADES
FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022 as ("MH&CO"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform SOFTWARE MAINTENANCE AND UPGRADES FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract executed by the parties on May 5, 2016 and May 26, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. RENEWAL TERM.

This Contract Renewal shall become effective on July 1, 2017 and run through June 30, 2018, unless terminates sooner.

3. COMPENSATION.

The City shall pay an estimated maximum amount not to exceed **EIGHTY THREE THOUSAND EIGHT HUNDRED FORTY AND 00/100 (\$83,840.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

MITCHELL HUMPHREY & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

David A. Condon

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Contract Renewal - Scope of Work document
Briefing Paper

17-044



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/24/2017
Clerk's File #	OPR 2016-0450
Renews #	
Cross Ref #	RES 2016-0055
Project #	
Bid #	
Requisition #	CR 18162

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 - EXTENSION OF SOLE SOURCE CONTRACT FOR NERC/FERC COMPLIANCE

Agenda Wording

Extension of Sole Source Contract with McCoy Power Consultants of Genoa, NV, to maintain compliance of National Electric Reliability Corporation/Federal Energy Regulatory Commission (NERC/FERC) Reliability Standards for the WTE.

Summary (Background)

The WTE must be in compliance with the numerous NERC Reliability Standards. Non-compliance with these Reliability Standards can lead to fines in the tens or hundreds of thousands of dollars. The City does not have the internal experience to develop, implement, and maintain the program necessary for compliance with these Reliability Standards, and McCoy Power Consultants created and has operated the program and procedures that have been in use at the WTE for several years.

Fiscal Impact		Budget Account	
Expense	\$ 99,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 5/22/17
Division Director	SIMMONS, SCOTT M.	Other	
Finance	CLINE, ANGELA	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract extension term is June 18, 2017 through June 17, 2018. \$90,000 with a 10% administrative reserve of \$9,000.00 for a contract total of \$99,000.00

Summary (Background)

Therefore the City entered into a sole source contract with McCoy Power Consultants. The contract allows for 3 one-year extensions. This is the first of those extensions. Extending this contract will allow the WTE to remain in compliance with the NERC/FERC Reliability Standards.

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

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
May 22, 2017

Subject

Extension of Sole Source Contract with McCoy Power Consultants of Genoa, Nevada, to maintain compliance of National Electric Reliability Corporation/Federal Energy Regulatory Commission (NERC/FERC) Reliability Standards for the WTE. June 18, 2017 through June 17, 2018. \$90,000 with a 10% administrative reserve of \$9,000.00 for a contract total of \$99,000.00

Background

The WTE must be in compliance with the numerous NERC Reliability Standards. Non-compliance with these Reliability Standards can lead to fines in the tens or hundreds of thousands of dollars. Because the City does not have the internal experience to develop, implement, and maintain the program necessary for compliance with these Reliability Standards, and McCoy Power Consultants created and has operated the program and procedures that are currently in use at the WTE for several years, the City entered into a sole source contract with McCoy Power Consultants.

The contract allowed for 3 one-year extensions. This is the first of those extensions.

Impact

Extending this contract will allow the WTE to remain in compliance with the NERC/FERC Reliability Standards.

Action

Recommend approval.

Funding

Funding is included in the 2017 operations budget for the WTE.



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **COMPLIANCE MONITORING AND
REPORTING PROGRAM FOR CITY'S
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MCCOY POWER CONSULTANTS, INC.**, P.O. Box 530, Genoa, Nevada 89411 as ("**CONSULTANT**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City (**NERC/FERC**) **Compliance Monitoring and Reporting Program for the Waste to Energy (WTE) facility**; and*

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 20, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on July 1, 2017.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2018.

4. COMPENSATION.

The City shall pay an additional maximum amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)** for everything furnished and done under this Contract Extension.

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

MCCOY POWER CONSULTANTS, INC.

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 Contract Extension:



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/23/2017
Clerk's File #	OPR 2015-1056
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING
Contact Name/Phone	ANDREW 625-6991 WORLOCK
Contact E-Mail	AWORLOCK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - AMENDMENT 1 TO INTERLOCAL AGREEMENT WITH UDPDA

Agenda Wording

Amendment No. 1 to Interlocal Agreement between the City of Spokane and the University District Public Development Authority (UDPDA) regarding the expenditure of University District Revitalization Area Funds.

Summary (Background)

The City Council approved Ordinance No. C-34933 on November 5, 2012 creating the University District Public Development Authority. On December 18, 2015 the parties entered into an Interlocal Agreement regarding the expenditure of University District Revitalization Area Funds. This amendment provides further detail of mechanisms of such funding and acknowledges the UDRA Business Plan as guiding the implementation strategy for use of those funds.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEY, LISA	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 5/15/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	aworlock@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		lkey@spokanecity.org	

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SPOKANE AND THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY
REGARDING THE EXPENDITURE OF UNIVERSITY DISTRICT REVITALIZATION
AREA FUNDS.**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and the **University District Public Development Authority**, an entity created pursuant to chapter 35.21 RCW, having offices for the transaction of business at 120 N. Pine Street, Suite 232, Spokane, WA 99202, hereinafter referred to as “Authority,” and jointly hereinafter referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, the parties entered into an interlocal agreement on December 18, 2015 regarding the expenditures of University District Revitalization Area (UDRA) funds; and

WHEREAS, the parties desire to enter into this Amendment No. 1 to the interlocal agreement to further define the process for expending UDRA funds; and

WHEREAS, the Section 2 of the interlocal agreement provides in part that the City, within its sole discretion, shall determine the appropriate legislative or administrative action to set forth the mechanism and amount of such funding. It is the purpose of this Amendment No. 1 to provide further detail as to the mechanism for such funding; and

WHEREAS, on April 5, 2016, the City Council adopted resolution 2016-0037 providing for an administrative policy and procedures for the transfer of assets from the City to a PDA and which are found in the City Public Development Authority Asset Transfer Policy, ADMIN 0650-16-03; and

WHEREAS, the UDPDA has submitted a written request including a business plan and other required information necessary for consideration of an asset transfer pursuant to that policy; and,

WHEREAS, the City finds that the UDPDA’s UDRA Business Plan adequately and appropriately guides the UDPDA’s economic development and implementation strategies with regard to the UDRA funds and projects to which such UDRA funds may be directed; and,

WHEREAS, the recitals set forth in the interlocal agreement are hereby restated and set forth in this Amendment No. 1 as if set forth in full; and

WHEREAS, the parties have entered into this Amendment No. 1 in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION NO. 1: Approval of Funding for Authority Projects.

The process of requesting and approval to obligate UDRA funds for a specific project within the University District by the Authority shall be as set forth below.

1. The Authority shall submit a request in writing to the City Planning Department. The obligation funding request and proposed project shall be consistent with the UDRA Business Plan.
2. The request shall be reviewed by the City's Chief Financial Officer and City Attorney for consistency with state law and city ordinances regarding expenditure of UDRA funds. The Chief Financial Officer and City Attorney shall subsequently approve the request as to form.
3. Once reviewed and approved as to form by the Chief Financial Officer and City Attorney, the request shall be submitted to the Mayor for recommendation to the Council.
4. Once the Mayor recommends approval of the request, a contract between the City and a contractor/developer shall be submitted to the City Council for approval pursuant to Asset Transfer Policy, if necessary.
5. Upon approval by the City Council, the City administration shall execute the terms of the contract.

Section No. 2. Funding for Administrative Expenses.

The City shall provide the Authority with funding for administrative expenses for years 2017, 2018 and 2019. The annual funding beginning with \$35,000 in 2017 shall be increase by an amount to reflect the cost of inflation, based on CPI for all urban consumers (CPI-U): Western Region.

Section No. 3. Planning and Promotion.

Upon request by the Authority, the City may provide supplemental funding for planning and promotion events.

Section No. 4. Term.

The provisions of Amendment No. 1 shall be effective from January 1, 2017 to December 31, 2019 at which time the parties may by mutual written agreement extend the term of Amendment No. 1. The parties shall review the asset transfer process prior to the expiration of the term to determine if there are necessary revisions to the process, duration and/or funding for administrative expenses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

UNIVERSITY DISTRICT
PUBLIC DEVELOPMENT AUTHORITY

By: _____
Its: _____



University District Revitalization Area (UDRA) Business Plan

**The University District Public Development Authority
(UDPDA)**

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Executive Summary

The University District (UD)¹, consists of the University District Development Association (UDDA), a 501(c)(3) non-profit corporation and the University District Public Development Authority (UDPDA), a municipal corporation. The University District is dedicated to economic prosperity, smart urban growth, historic preservation, environmental restoration, transportation improvements, housing, and improved public health, safety and quality of life. This Business Plan details the strategy to apply University District Revitalization Area (UDRA) funds to the overall mission, goals and objectives of The University District. The strategic application of these funds by the UDPDA furthers a series of sequential, coordinated activities with the City of Spokane, to develop and execute a vision for the long-term revitalization and redevelopment of The University District.

Background

For over a decade, the City of Spokane and The University District partners have worked to formulate a strategy and to implement plans to address economic development opportunities in and around the 770 acres of The University District. In 2004, the University District Strategic Master Plan (UDSMP) was completed, identifying key institutions and entities that would work cooperatively to make improvements in the area and to secure external funding through grants and state appropriations. The outcome of these efforts resulted in the creation of the UDDA in 2009 with a mission to advocate and facilitate urban development and revitalization within The University District. The UDDA serves as the combined voice of the key institutions and entities invested in the UDSMP, including Washington State University Health Sciences Spokane, University of Washington, Eastern Washington University, Gonzaga University, Whitworth University, Community Colleges of Spokane, Spokane Transit Authority, Avista Corporation, among others.² The UDRA was created by the City of Spokane by Ordinance C-34470 in August 2009, to finance public improvements in Spokane's University District.

In November 2012, leveraging the leadership of the UDDA group and pursuant to chapter 35.21 of the Revised Code of Washington (RCW), the City created the UDPDA by Municipal Ordinance C-34933. The Public Development Authority was created to undertake public projects with the possibility to direct public funds, receive property, issue bonds, invest funds, and enter into private partnerships. This provided an entity to which the City could transfer assets, and a vehicle to convey the revitalization financing via the UDRA. Furthermore, the UDPDA was authorized to expend and administer UDRA funds through an Interlocal Agreement (IA) approved by the City Council on December 14, 2015. The IA allows the City of Spokane to transfer assets to

¹ The University District Development Association (UDDA) and the University District Public Development Authority (UDPDA) have a shared board and organizational goals. At times, The University District will be used when applied to both organizational entities. However, as each organization has discrete powers and responsibilities, they will most often be identified in relation to their specific agency.

² Complete list of organizations can be found online at www.spokaneudistrict.org/leadership-contributors

the UDPDA for public investment, operating within the parameters of RCWs 35.21, 39.89 and 39.104 and Ordinance C-34470. On April 18, 2016, The City Council approved the “Public Development Authority Asset Transfer Policy”. This Business Plan addresses the role of The University District and this asset transfer policy.

Introduction and Overview

Business Plan Intent and Goals

This Business Plan is intended to outline the development objectives, goals and impact of public investment by the UDPDA, the terms for the transfer of UDRA funds by the City to the UDPDA for public benefit, and the general process by which this Plan will be implemented.

The overarching goals of the Business Plan are to empower the UDPDA to develop and oversee the UDRA funding request process and to secure adequate administrative and promotional resources to do so, in cooperation with and in addition to the City’s investment in public works, goods, and services³; and to help build a strong University District community.

This Business Plan is subject to review and revision by the UDPDA in consultation with the City of Spokane.

Objective and Strategies

The imperative is to create an additional benefit and impact in The University District to complement and supplement improvements led by the city where the City of Spokane provides contracting, contract management and traditional infrastructure and the UDPDA administers the UDRA funding request application process to realize the community vision for the area. To date, these enhanced improvements have supported, for example, The University District Gateway Bridge and the Division Street Corridor Streetscape improvements.

The intent of the Plan is to collaborate with leading community institutions and organizations in the application and investment of public assets to realize the vision of The University District. It means building an environment where students, faculty, businesses owners, entrepreneurs and neighbors can thrive; where campuses, companies and neighborhoods thrive along with them. The UDSMP underscores the intent to create a place where creativity and innovation flourish and, by extension, promote an entrepreneurial community that attracts talent.

UDRA funds are to be spent with the 19 Core Planning Principles of the UDSMP in mind (see Appendix 3); making public investment to revitalize or develop the District where

³ The City Charter outlines fundamental intent and instrument of the city to support public good. See for example section 37: Procurement of public works, goods and services; and, section 128: Specific powers conferred on the plan commission.

private enterprise, acting alone, would not realize the vision of The University District.⁴ Given that the dynamic nature of development requires a flexible and responsive instrument to apply the UDRA funds for maximum impact, three investment strategies will be pursued.

The Three Investment Strategies

1. Visioning, Broad Planning, and Site Prep Work (Programs)
2. Public-Owned Infrastructure (Major Projects)
3. Development-Led Request (Co-investment)

The definitions of these investment strategies and the process and criteria for allocating UDRA funds will be discussed.

Process and Practices

This Business Plan has been prepared to guide The University District's development and revitalization strategies apropos UDRA fund resources. A separate "UDRA Funding Process Plan" document will be developed by the UDPDA to detail the overall application review processes and practices by which the Public Development Authority will facilitate (re)development with UDRA funds via the three investment strategies. This separate document will address the strategic context, review schedule, policies and standards to ensure that any approved asset transfer proposal supports the UDPDA's and the City's aims and priorities.

The delineation and coordination of the roles of the City and The University District are essential to the functioning of this Plan to realize enhanced improvements from UDRA funding, in addition to the fundamental infrastructure provided by the City. Processes and coordination of the City's, the UDDA's and UDPDA's roles in the service of this plan also will be discussed in the "UDRA Funding Process Plan" document.

UDRA Business Plan

1.00 UDRA Business Plan Purpose

Extending the general purpose noted in the introduction—to empower the UDPDA to help build a vibrant urban community—the details of the Business Plan provide the structure of the partnership between the City of Spokane and The University District to collaborate with the leading community institutions and organizations in the application and investment of public assets to realize the University District community vision. The Plan empowers the UDPDA board of directors to award UDRA funds to develop and revitalize the District and to promote our region as the life sciences

⁴ See the University District Master Plan for details. "University District Strategic Master Plan." Spokane, Washington: City of Spokane Office of Economic Development, 2004.

research and commercialization hub of the Inland Northwest. This opportunity has been projected to have a 20-year economic impact of \$1.6 billion annually, to support over 9,000 jobs and to generate more than \$111 million in government revenue.⁵

1.01 Reason and Justification to Support the Activities

The introduction provides an outline of policy and governance supporting investment activities. Expanding on this overview, a transfer of assets to the UDPDA by the City of Spokane is warranted by Ordinance C-34470 which creates the UDRA, authorizes the use of local revitalization financing, and recognizes that The University District needs economic redevelopment and investment in public improvements. The transfer of City assets empowers the UDPDA to provide and catalyze the needed public improvements, and to encourage private investment to promote and facilitate the successful redevelopment of the area.

The transfer of UDRA funds to the UDPDA is further substantiated by Washington state legislation and Spokane Municipal Ordinances to facilitate urban development and revitalization within The University District, based on:

- the vision created in the UDSMP;
- the creation of the UDRA (2009), to finance infrastructure investments in Spokane's University District;
- the formation of the UDPDA (2012), to provide an entity to assist in providing economic development to The University District and to provide assistance to the City in implementing the UDRA consistent with state law; and
- the IA (2015) to transfer assets to the UDPDA for public improvements.

Though both the UDRA and the UDPDA serve the development interests of The District, the UDPDA is empowered to administrate the UDRA funds. The authority of the UDPDA to serve this role and administer these funds is substantiated in a series of ordinances (detailed below).

1.02 UDPDA Scope and Authority

1. The UDRA Ordinance C-34470 establishes funds to be dedicated to revitalization in Spokane's University District. The state legislation creating the program (Second Substitute Senate Bill 5045 Chapter 270, Laws of 2009) outlines the dollars dedicated to the funds available. It was presented to the Spokane City Council on August 17, 2009.
 - a. "Local Revitalization Financing" uses incremental taxes within the District – three sources
 - i. Local Property Tax – 75% of New Construction
 - ii. Local Sales Tax – 100% of Sales Tax Growth – above base year
 - iii. State Sales Tax Contribution – \$250,000/yr) x 25 = \$6,250,000

⁵ Tripp Umbach Report, "America's Next Great Academic Health Science Center: Regional Economic and Community Benefits of the Academic Health Science Center" 2010.

2. The UDPDA was created to facilitate development in The University District and to access UDRA funds.
3. The UDPDA Charter outlines that UDRA funding may be used to finance administration of the UDPDA.
 - a. "Expenses associated with administering the Authority may be funded by revenue generated by Ordinance C-34470 consistent with state law and the Interlocal agreement between the City and the Authority."
4. The UDPDA Charter outlines UDPDA powers in Article 5, stating that the UDPDA has the authority to administer the UDRA program.
 - a. "The Authority shall administer and implement The University District Revitalization Area (UDRA) program authorized by RCW39.104 (Local Revitalization Financing), created by RCW 82.14.505 (Local Revitalization Financing Demonstration Projects) and implemented by City Ordinance C34730 (Creating Spokane University District Revitalization Area); as well as revenues collected for the UDRA by the City under SMC Chapter 8.17 and City Ordinance C-34470." (ORD C34933, signed January 10, 2013).
5. The Spokane City Council approved the "Public Development Authority Asset Transfer Policy" on April 18, 2016.

1.03 Objective

The objective of this Business Plan is to impact, complement and supplement improvements led by the City. The City of Spokane provides traditional contracting and contract management services and infrastructure and The University District develops and oversees the UDRA funding review process and authorizes revenue allocation for funding programs for additional benefit to The University District mission.

The UDPDA is thus tasked to manage the UDRA funding request application process, and lead and implement with the City investment improvements for enhanced benefit to the District. To date, these improvements have included The University District Gateway Bridge and The Division Street Corridor Streetscape improvements. Projects utilizing UDRA funds will be detailed further in this section highlighting the historical application of UDRA funds and the Return on Investment (ROI) proposition when using UDRA funds for an enhanced benefit.

1.04 Three Investment Strategies

The dynamic nature of the development in the District over time requires a flexible approach; therefore, three investment strategies will be pursued for revitalization and development:

- Visioning, Broad Planning, and Site Prep Work (Programs);
- Public-Owned Infrastructure (Major Projects); and,
- Development-Led Request (Co-investment).

1.05 Nature of the Activities Proposed

The UDPDA revenue allocation for funding the three strategies conforms to the definitions of RCW 39.104 for Revitalization Financing. Each of the three strategies may include infrastructure improvements and related expenditures.

Public improvement costs mean the costs of:

- a) Design, planning, acquisition, including land acquisition, site preparation including land clearing, construction, reconstruction, rehabilitation, improvement, and installation of public improvements;
- b) Demolishing, relocating, maintaining, and operating property pending construction of public improvements;
- c) Relocating utilities due to public improvements;
- d) Financing public improvements, including interest during construction, legal and other professional services, taxes, insurance, principal and interest costs on general indebtedness issued to finance public improvements, and any necessary reserves for general indebtedness; and
- e) Administrative expenses and feasibility studies reasonably necessary and related to these costs, including related costs that may have been incurred before adoption of the ordinance authorizing the public improvements and the use of local revitalization financing to fund the costs of the public improvements.

Public improvements mean infrastructure improvements within UDRA that include:

- Street, road, bridge, and rail construction and maintenance;
- Water and sewer system construction and improvements;
- Sidewalks, streetlights, landscaping, and streetscaping;
- Parking, terminal, and dock facilities;
- Park and ride facilities of a transit authority;
- Park facilities, recreational areas, and environmental remediation;
- Storm water and drainage management systems;
- Electric, gas, fiber, and other utility infrastructures; and
- Expenditures for any of the following purposes:
 - Providing environmental analysis, professional management, planning, and promotion within the revitalization area, including the management and promotion of retail trade activities in the revitalization area;
 - Providing maintenance and security for common or public areas in the revitalization area; or
 - Historic preservation activities authorized under RCW 35.21.395.⁶

⁶ RCW 35.21.395 on Historic preservation is an authorization to acquire property and borrow money to "acquire title to or any interest in real and personal property for the purpose of historic preservation and may restore, improve, maintain, manage, and lease the property for public or private use and may enter into contracts, borrow money, and issue bonds and other obligations for such purposes."

The definitions for public improvements, their costs and expenditures, are given further support and detail in Section 5 (a-h) of City Ordinance C-34470. Thus, the nature of the improvements can include but are not limited to:

- a) The construction and maintenance of publicly-owned streets, roads, bridges and rail facilities (such as curbs, striping, signage, traffic signals, traffic-calming devices, and utility sleeves, seeping, design, property acquisition, environmental analysis, environmental remediation, sidewalk repair, pedestrian crossings, pavement treatment or replacement, bulb outs, streetlights, trees, irrigation, street furnishings, bicycle and pedestrian facilities and safety enhancements);
- b) The construction and improvement of the City's water and sewer systems construction and improvements;
- c) Park and ride facilities of a transit authority and publicly-owned rail terminal facilities;
- d) Park facilities (including "pocket parks"), recreational areas (including improvements and extensions to existing trails, public boat launches on the Spokane River, and acquisition and environmental remediation of publicly-owned property);
- e) Storm water and drainage management systems;
- f) Environmental analysis, professional management, planning, and promotion;
- g) Maintenance and security for common or public areas in the Revitalization Area; and;
- h) Historic preservation activities.⁷

1.06 Return on Investment Proposition

The University District area is assessed as having a high likelihood of "receiving direct positive business and economic impact" from public improvements.⁸ Potential benefits may be direct or indirect. Direct benefits include increased private investment resulting in increased property tax values, job creation, housing and services. Indirect benefits include secondary improvement increased values in the surrounding area which, in time, will result in higher property taxes. Since this will be a mixed-use area, additional sales tax is expected as well.

It's anticipated that private development will increase once important public improvements are made. Redevelopment of this area will also increase safety, attract new residents and visitors, improve mobility through the city, and create a new sense of vibrancy and livability. In addition, supporting the expansion of the research, medical education, life sciences and health-care sectors and providing opportunities for the commercialization of intellectual property emanating from the academic institutions, The University District will be a major driver in improving the local economy and increasing the number of high-paying jobs.

⁷ For an unabridged account with estimated costs, see: City Ordinance C-34470.

⁸ C-34470

To clarify intent (and subsequent impact), projects can be linked to performance criteria, based on common indicators that are already established and monitored. The historical performance of The University District is a good indicator of intended future returns. Examples include:

Supporting private investment – 2009

Burgans Block, LLC utilized the UDRA as a key support of the redevelopment of the Burgans' property, using the Local Revitalization Financing (LRF) partially to finance a pedestrian crossing signal.

Securing outside grant funding - 2013

The University District brought forward a grant opportunity to the City of Spokane wherein the City partnered with The University District in September 2013 on an Integrated Planning Grant (IPG) from the Washington State Department of Ecology (DOE) to explore and develop approaches to the adaptive reuse of brownfield sites in the Sprague neighborhood which includes the South Landing.⁹

Securing funding from the largest transportation package in Washington state history – 2015

The asset transfer from the UDRA created leverage for this unprecedented funding opportunity. Local funding of \$3.977 million in The University District Gateway Bridge garnered an additional \$8 million of state funds via the Department of Transportation. These committed funds provided the necessary funds to construct The Bridge. The structure will span the physical barrier that the BNSF Railroad's main line creates in linking The University District to the medical district along Spokane's lower south hill. The City completed the engineering plans for The University District Gateway Bridge in 2015 and intends to open the new bridge in 2018.

Bringing diverse property owners together around a shared vision for development of this area - 2015

Furthermore, an illustration of the action to encourage private development and increase the fair market value of real property (explicit in C-34470 and RCW 39.104.030), is the process building on the Memorandum of Understanding for The University District Gateway Bridge South Landing Catalyst Development led by The University District.

This agreement supports a shared vision for a development around the south landing and greater University District. In addition to the City, many strategic partners to the MOU continue to invest considerable resources to the redevelopment of the south landing area to enhance the overall success of the project and to catalyze interest from development as well as the business and nonprofit sectors.

⁹ Memorandum of Understanding University District Gateway Bridge South Landing Catalyst Development

Currently, with joint venture opportunities underway consistent with the overarching mission of The University District, the essence of the principal terms and conditions of the MOU are worth mentioning here as they provide a model of coordinated private and public engagement.

MOU highlights include:

- the City of Spokane's intent to design and build the public infrastructure, waive general facility charges, create a gateway entrance at Sprague and Division for east bound traffic, design and install a "way finding" signage approach from I-90 and downtown to the south landing;
- Spokane Transit Authority's intent to commit \$50,000 towards transit improvements such as a pedestrian plaza;
- UDDA activities to explore opportunities for housing as well as university-related labs and research;
- commitment of private property owners to sell, lease or trade properties to enable a larger, coordinated project; and
- Avista Corporation's commitment to consider options for the development and use of its property and to participate in joint venture opportunities.

1.07 Process, Evaluation and Roles

The Business Plan has been prepared to guide The University District's UDRA development and revitalization strategies. It provides the UDDA and UDPDA with powers and evaluation criteria by which the UDPDA will facilitate UDRA funding request application evaluations. Details about the process (in the previously mentioned "UDRA Funding Process Plan" document) will address the strategic context and the standards to ensure that any asset transfer supports the UDPDA's aims and priorities.

Essential to this understanding is the delineation of roles of the City and The University District and secondarily, the process and framework for identifying and planning for the improvements via coordination of all parties. This cooperation and the three investment strategies are depicted in the diagram in Section 1.10.

The diagram and notes that follow, show the process for the three investment strategies: Development-Led Request (Co-investment); Public-Owned Infrastructure (Major Projects); and, Visioning, Planning, Site Prep Work (Programs). Each request will be vetted per criteria according to criteria found within five development categories and the 19 Core Planning Principles of the UDSMP.¹⁰

¹⁰ These principles were reinforced during the June 2016 public visioning charrettes and are intended to ensure the realization of the University District vision. See chapter two of The University District Strategic Master Plan, 2004.

1.08 Overarching Criteria: Five Development Categories and the 19 Core Planning Principles

UDRA funding requests will be evaluated per the 19 Core Planning Principles set forth in the UDSMP, making public investment to revitalize or develop the District where private enterprise, acting alone, would not realize the vision of The University District.

Applications also will be considered in relation to these five development categories:

1. General
2. Economic Development
3. Land Use and Urban Design
4. Environment
5. Transportation and Infrastructure

General

1. Build "Centers of Excellence"
2. Incorporate ongoing community involvement
3. Create performance measures, metrics and indicators
4. Foster institutional and community partnerships

Economic Development

5. Pursue economic growth and the development of quality, high-paying jobs
6. Support and encourage an eclectic mix of uses

Land Use and Urban Design

7. Include connections to Downtown
8. Activate the District with the Downtown and the periphery
9. Include a range of housing types and prices
10. Encourage mixed use
11. Focus/concentrate new development at major activity nodes
12. Include retention of historic character and patterns of use
13. Incorporate social design for safety, security and social interaction

Environment

14. Embrace the Spokane River as central to the District
15. Incorporate principles of sustainable development
16. Use green infrastructure for improved air and water quality

Transportation and Infrastructure

17. Create a transportation hub: regional connections and multi-modal services
18. Create a strong pedestrian-oriented District
19. Encourage restoration and extension of the urban grid

1.09 Guiding Criteria: Three Investment Strategies

The following criteria/questions (among others) will be considered when evaluating applications for each of the three UDRA investment strategies:

Visioning, Planning, Site Prep Work (Programs)

- Is the quality, quantity, and use consistent with the vision of the UDPDA board regarding development in the UD?
- What is the scope, proposed budget and funding sources for the project?
- Does this accelerate future development activities in a broader sector of the UD up to and including the entire district?
- If not for these funds, who would enable this?
- Are there additional funds that this will leverage? (Ratio?)

Public-Owned Infrastructure (Major Projects)

- Is the investment consistent with the vision of the UDPDA?
- What is the scope, proposed budget and funding sources for the project?
- Will completion of this infrastructure be instrumental in causing other projects to be constructed?
 - If so, what are the tax revenue benefits of those other projects?
- Is the investment an enhancement over basic infrastructure requirements?
- Does funding from the UDRA funds leverage outside matching funds, especially grants or non-local sources?
- Can an investment by UDPDA correct a flaw that another entity cannot? (If not for these funds, this could not move forward)
- Are the public works supported by the community?

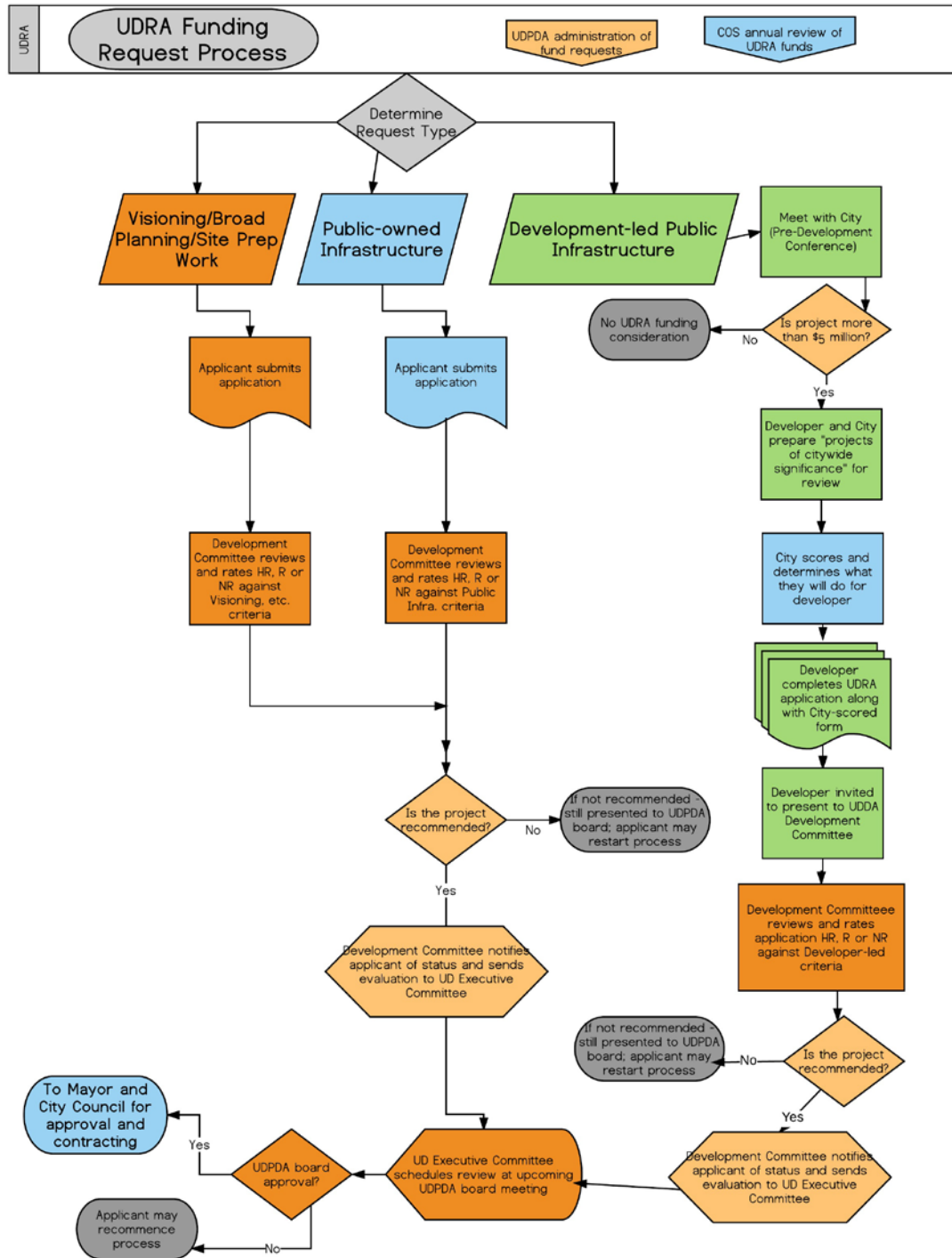
Development-Led Request (Co-investment)

- Is the development consistent with the vision of the UDPDA?
- What is the scope, proposed budget and funding sources for the project?
- What is the TIF value of the project to the UDPDA? What value does this project create in relation to UDRA funding?
 - Sales tax
 - Construction Sales Tax
 - Retail Sales Tax
- How many jobs are created and what is the economic impact?
- What type of jobs are these and how do they complement and support The University District vision?
- Will completion of this project be instrumental in causing other projects to be constructed?
- How essential is the UDPDA funding support?
- Does the proposed project fill a gap in the economic ecosystem that is unique and/or necessary for a healthy economy?
- Does the proposed project enhance the life and health sciences research and commercialization ecosystem?

- Does the requested UDPDA investment benefit more than one property (i.e., area wide value is better than value for one block, value for one block is better than value for one lot)?

1.10 Funding Review Diagram

Diagram for illustration purposes. Subject to change.



1.11 UDRA Funding Review Process

For each of the following three investment strategies, the UDPDA will welcome UDRA funding requests. The UDPDA will consider, and advance as appropriate, a recommendation presented by the UDDA Development Committee. Funds will be awarded based on merit and availability. The latter will rely on the City's annual review of available UDRA funds based on a City conducted audit. In light of this information, the UDRA Business Plan would be reviewed annually by the UDPDA board of directors which operates according to Washington state standards for Open Public Meetings.¹¹

Visioning, Planning, Site Prep Work (Programs)

Consistent with expenditures for improvement defined in RCW 39.104, requests in this category include:

- a) Design, planning, acquisition, including land acquisition, site preparation including land clearing, construction, reconstruction, rehabilitation, improvement, and installation of public improvements;
- b) Demolishing, relocating, maintaining, and operating property pending construction of public improvements;
- c) Relocating utilities because of public improvements;
- d) Financing public improvements, including interest during construction, legal and other professional services, taxes, insurance, principal and interest costs on general indebtedness issued to finance public improvements, and any necessary reserves for general indebtedness; and
- e) Administrative expenses and feasibility studies reasonably necessary and related to these costs, including related costs that may have been incurred before adoption of the ordinance authorizing the public improvements and the use of local revitalization financing to fund the costs of the public improvements.

Requests in this category should also support one or more of the 19 Core Planning Principles called out in the UDSMP. Requests will be submitted to and advanced from within the UDDA Development Committee (or other designated University District committee or body stipulated by the UDPDA) to the UDPDA board of directors. Applications will be considered based merit and on the availability of UDRA funds. Additional application review details are outlined in a separate UDRA Funding Process Plan.

Public-Owned Infrastructure (Major Projects)

Public-owned infrastructure requests follow a different path that may originate from an outside requesting government agency or from within the UD organizations. These are principally intended to be catalytic projects and major drivers that realize the vision of

¹¹ Washington State Legislature Chapter 42.30 RCW Open Public Meetings Act

The University District above and beyond the fundamental improvements provided by the City, such as The University District Gateway Bridge.

Requests in this category should also support one or more of the 19 Core Planning Principles called out in the UDSMP. Requests will be submitted to and advanced from within the UDDA Development Committee (or other designated University District committee or body stipulated by the UDPDA) to the UDPDA board of directors. Applications will be considered based merit and on the availability of UDRA funds.

Qualifying projects have been described in a revitalization project list (see Appendix 4) per RCW 39.104.020 which highlights improvements such as parking facilities, park facilities, and recreation areas. Requests could also include the following:

- Street, road, bridge, and rail construction and maintenance;
- Water and sewer system construction and improvements;
- Sidewalks, streetlights, landscaping, and streetscaping;
- Parking, terminal, and dock facilities;
- Park and ride facilities of a transit authority;
- Park facilities, recreational areas, and environmental remediation;
- Storm water and drainage management systems;
- Electric, gas, fiber, and other utility infrastructures; and
- Expenditures for any of the following purposes:
 - Providing environmental analysis, professional management, planning, and promotion within the revitalization area, including the management and promotion of retail trade activities in the revitalization area;
 - Providing maintenance and security for common or public areas in the revitalization area; or
 - Historic preservation activities authorized under RCW 35.21.395.¹²

The definitions for public improvements, their costs and expenditures, are given further support and detail in Section 5 (a-h) of City Ordinance C-34470. Thus, the nature of the improvements can include but are not limited to:

- a. The construction and maintenance of publicly-owned streets, roads, bridges and rail facilities (such as curbs, striping, signage, traffic signals, traffic-calming devices, and utility sleeves, seeping, design, property acquisition, environmental analysis, environmental remediation, sidewalk repair, pedestrian crossings, pavement treatment or replacement, bulb outs, streetlights, trees, irrigation, street furnishings, bicycle and pedestrian facilities and safety enhancements);
- b. The construction and improvement of the City's water and sewer systems construction and improvements;
- c. Park and ride facilities of a transit authority and publicly-owned rail terminal facilities;

¹² RCW 35.21.395 on Historic preservation is an authorization to acquire property and borrow money to "acquire title to or any interest in real and personal property for the purpose of historic preservation and may restore, improve, maintain, manage, and lease the property for public or private use and may enter into contracts, borrow money, and issue bonds and other obligations for such purposes."

- d. Park facilities (including “pocket parks”), recreational areas (including improvements and extensions to existing trails, public boat launches on the Spokane River, and acquisition and environmental remediation of publicly-owned property);
- e. Storm water and drainage management systems;
- f. Environmental analysis, professional management, planning, and promotion;
- g. Maintenance and security for common or public areas in the Revitalization Area; and;
- h. Historic preservation activities.¹³

Additional application review details are outlined in a separate UDRA Funding Process Plan.

Development-Led Request (Co-investment)

Development-led requests provide the opportunity to leverage UDRA funds with development partners supporting the 19 Core Planning Principles and the vision of The University District.

Development-led requests can be applied for in conjunction with, but only considered after the applicant has completed the City-led process and must meet the minimum request amount of \$5 million. As noted on the Funding Review Diagram, this means that a developer will:

1. meet with the City in a pre-development conference;
2. qualify as a project valued at \$5 million dollars or more;
3. complete the City’s “projects of city significance” documentation; and
4. receive the City’s score via the Financial Partnership Portfolio Evaluation (Appendix 5) and understand what the City will do for a given project.

Requests will be submitted to and advanced from within the UDRA Development Committee (or other designated University District committee or body stipulated by the UDPDA) to the UDPDA board of directors. Applications will be considered based merit and on the availability of UDRA funds. Additional application review details are outlined in a separate UDRA Funding Process Plan.

1.12 Revenue Allocation Compliance and UDPDA Governance

The UDPDA’s proposed asset transfer request is consistent with and integrates the conditions set forth in Ordinance C-34470. These conditions are generally applicable to all asset transfers from the City to the UDPDA to encourage private development and to increase the value of real property within the Revitalization Area.¹⁴

¹³ For an unabridged account with estimated costs, see: City Ordinance C-34470.

¹⁴ This document highlights the UDRA funds but, these conditions could apply to all asset transfer, to include the prospective transfer of real property and right of ways - when title is held for the underlying property.

The UDPDA and City of Spokane will consider all investments together and guide new development per the relevant Revised Code of Washington (RCWs) and applicable municipal ordinances. As a matter of process, all projects will:

- reflect the shared responsibility and oversight of the UDPDA (UDRA funding request application administration and UDPDA board approval) and the City of Spokane (City Council and Mayoral review, approval, contracting and contract management);
- be conducted by public process per the Open Public Meeting Act; and
- be governed on the University District side by the following UDPDA “appointed” board members:

City of Spokane Mayor (non-voting position)

City of Spokane Council Member

The highest-ranking individual from the following institutions:

1. Community Colleges of Spokane
2. Eastern Washington University
3. Gonzaga University
4. Managing entity of the Downtown Parking & Business Improvement Area
5. State designated Associate Development Organization (ADO) for Spokane County
6. Washington State University Health Sciences Spokane
7. Whitworth University
8. University of Washington

And the following UDPDA “elected” board members:

- a. Large Business / Property Owner
- b. Small Business / Property Owner
- c. Non-Profit Organization
- d. Real Estate
- e. Development
- f. Transportation
- g. At large (six positions)
- h. Legal counsel (non-voting position)

All UDPDA board members abide by the UDPDA confidentiality and conflict of interest policies, see <http://www.spokaneudistrict.org/board-documents>. Should a UDPDA board director be conflicted with a UDRA funding request, that director will be recused from voting on that request.

Per RCW 42.30.110, the UDPDA board has the option to discuss UDRA funding request in executive session should the request involve the review of any of the following:

- The selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.
- The minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

- Negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs.

Before convening in executive session, the presiding officer of the UDPDA board of directors shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.

A quorum of UDPDA directors will be required for a formal review of UDRA funding requests; and, in order to take action, the affirmative vote of a majority of UDPDA directors present will be required to support the approval of budgets and projects. Recused directors will not vote but do count toward the quorum.

Analysis and Administration of UDRA Revenue Stream

Three components of the Local Revitalization Financing will be assessed annually by the City.

- Local Property Tax – 75% of New Construction
- Local Sales Tax – 100% of Sales Tax Growth
- State Sales Tax Contribution – \$250,000/yr x 25 = \$6,250,000

The flow of the annualized net present value of the real estate tax portion of the UDRA will be based on the calculation provided by the Chief Financial Officer of the City of Spokane.

- Currently, sales tax revenue will be calculated on a case-by-case basis.
- Real property will be considered on a case-by-case basis.¹⁵

2.00 Performance Measures Used to Evaluate and Ensure Long-Term Viability

The annual renewal of the UDRA fund balance, based on the City's appraisal, provides a basis to maintain the ongoing investments adjusted for the measured impact and improvements through December 31, 2035.¹⁶ As budget details and projects are ascribed a criterion for performance an established performance measure will be available to analyze long-term viability.

¹⁵ Real-property will be transferred in accord of the principles of community empowerment, to support private investment, and promote economic development, not *primarily* a means of asset disposal.

¹⁶ C-34470

2.01 UDPDA Administration of UDRA Funding Application Process

By amendment to the Interlocal Agreement, an annual allocation of UDRA funds will be transferred to the UDPDA for administration of the UDRA funding application process (consistent with RCW 39.104 definition of administrative expenses including related costs for analysis, professional management, planning, and promotion within the revitalization area). The first-year amount is expected to be \$35,000.

2.02 Assessed Value

RCW 39.104.020 definitions define property tax allocation revenue value at seventy-five percent of any increase in the assessed value of real property in a revitalization area resulting from¹⁷:

- The placement of new construction, improvements to property, or both, on the assessment roll, where the new construction and improvements are initiated after the revitalization area is approved;
- The cost of new housing construction, conversion, and rehabilitation improvements; and
- The cost of rehabilitation of historic property.

2.03 Monitoring and Periodic Review of Plan and Impact

This Business Plan is intended to be a flexible and responsive document and would be reviewed annually by the UDPDA board of directors to determine if the Plan is functioning as intended and would be revised, if needed.

This review would be more meaningful over time, assessing benchmarks and actual results compared to the 19 Core Planning Principles. Reviews would consider existing performance measures used by the City for consistency and a standard index (and could include items such as jobs created, actual versus projected tax base).

¹⁷ See RCW 39.104.020 for complete definitions

Appendix 1: Written Request to City CFO

June 14, 2016

Gavin Cooley
Chief Financial Officer
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Dear Gavin:

This letter serves as a Written Request to the City of Spokane (the "City"), as specified in Section 6.1 of the City's Public Development Authority Asset Transfer Policy, asking for the City to transfer portions of current and future streams of funds from the University District Revitalization Area (the "UDRA") program to the University District Public Development Authority (the "UDPDA"). It is our understanding that as of June 2016, the amount of the current annualized net present value (including only the assessed property values) of the UDRA is approximately \$800,000.

These funds will be expended by the UDPDA on public infrastructure improvements, which are intended to stimulate development and investment, and which will align with Section 5 of City Ordinance C-34470 (establishing the UDRA).

The justification to support the proposed activities is directly linked to the culmination of many years of work by the City and its University District partners to develop and execute a vision for the long-term revitalization and redevelopment of The University District. For well over a decade, the City and its University District partners have worked diligently to formulate a strategy, assemble stakeholders and put plans in motion to address economic development opportunities, urban growth challenges, environmental restoration, transportation gaps and housing needs in and around the Spokane University District.

The authority for this asset transfer was established in City Ordinance C-34933, which created the UDPDA and authorized the City and the UDPDA to enter into a future Interlocal Cooperation Agreement for purposes of expenditure of UDRA funds.

Please do not hesitate to contact me should you need more information regarding this request.

Very Truly Yours,



Karl Otterstrom
Chairman, Board of Directors
University District Public Development Authority

Cc: UDPDA Board of Directors, Spokane City Council, Spokane City Attorney, Spokane City Administrator, City of Spokane Planning and Development Services Department

Appendix 2: Guiding Selection Principles

Below are The University District's guiding selection principles (among others) to evaluate Development-led UDRA funding requests.

1. Will completion of this project be instrumental in causing other projects to be constructed?
2. Is the quality, quantity, and use consistent with the vision of the UDPDA board regarding development in the UD?
3. Is this project so unique that if it does not get developed that the UDPDA board feels it may be a considerable timeframe before we have another opportunity?
4. Can an investment by the UDPDA correct a flaw that another entity cannot?
5. Does the proposed project fill a gap in the economic ecosystem that is unique and/or necessary for a healthy economy?
6. Does the proposed project enhance the Health Science ecosystem?
7. What is the TIF value of the project to the UDPDA?
8. Does the requested UDPDA investment benefit more than one property (i.e., area wide value is better than value for one block, value for one block is better than value for one lot)?
9. How many jobs are created and what is the economic impact?

Appendix 3: Five Development Categories and 19 Core Planning Principles

The Nineteen Core Planning Principles identified in the UDSMP were referred to during the June 2016 University District public visioning charrettes and provide an essential reference point and evaluation tool to ensure that potential UDRA investments address all aspects of The University District's vision.

These 19 Core Planning Principles can be organized within five development areas: general, economic development, land use and urban design, environment, and transportation and infrastructure.

General

1. Build "Centers of Excellence"
2. Incorporate ongoing community involvement
3. Create performance measures metrics and indicators
4. Foster institutional and community partnerships

Economic Development

5. Pursue economic growth and development of quality jobs
6. Support and encourage an eclectic mix of uses

Land Use and Urban Design

7. Include connections to downtown
8. Activate the District with the Downtown and the periphery
9. Include a range of housing types and prices
10. Encourage mixed use
11. Focus/concentrate new development at major activity nodes
12. Include retention of historic character and patterns of use
13. Incorporate social design for safety, security and social interaction

Environment

14. Embrace the Spokane River as central to the District
15. Incorporate principles of sustainable development
16. Use green infrastructure for improved air and water quality

Transportation and Infrastructure

17. Create a transportation hub: regional connections and multi-modal services
18. Create a strong pedestrian-oriented District
19. Encourage restoration and extension of the urban grid

19 Core Planning Principles – Detailed Descriptions

GENERAL

1. Build “Centers of Excellence”

The University District, partnering with Washington State University Health Sciences Spokane, Eastern Washington University, University of Washington, Community Colleges of Spokane, Whitworth University and Gonzaga University, should create a regional academic and research center of excellence, with a range of programs for study at the undergraduate and graduate level and separate educational opportunities for adults and seniors. The intellectual capital already present in The University District and the adjacent medical district will serve as the foundation for an active and growing research agenda. Particularly strong are prospects for translational and applied research, which will take breakthroughs in basic science conducted at Washington State University’s Pullman and Spokane campuses, and move those into the medical practices and new businesses of the Spokane region.

The higher education institutions should excel in those subjects most likely to drive the knowledge-based economy that is the future of The University District. Playing off existing linkages to Spokane’s current business, technology and healthcare sectors, these might include engineering, health sciences, bio-remediation, cutting-edge graphic and visual arts, business administration, and architecture. In general, the higher education resources in the District will be a key catalyst in the District’s future contribution to economic development. Not only is this resource of great benefit to the citizens, but also it represents the fertile ground on which creative new business ideas will take root.

2. Incorporate ongoing community involvement

The University District should become a diverse neighborhood, serving residents of all ages, ethnicities, abilities, income levels and life styles. Residents should be encouraged to be actively involved in their community and participate in ongoing planning and decision making to improve their District. The future of the District should belong to those who have some vested interest in it, both from the public and the private sectors. A stakeholder group should be established to guide planning and implementation, including representatives from key interest groups such as neighborhood councils, business and property owners, campus administrators, and tribal members.

3. Create performance measures, metrics and indicators

Selected indicators should be developed to contribute to the efficacy of the plan. Such indicators might include the salary levels of employees in the District, the number of students who graduate from one of the universities and stay in Spokane to develop their own successful business, the amount of housing created in The University District at various price levels, the number of businesses that spin off from research collaborations, or the amount of public funds, grant money and investment capital

that are invested in the District. Once identified, indicators can then be used as a means of mobilizing community action, helping to frame goals in concrete terms, achieve consensus, development strategies, formulate action plans, measure progress, evaluate effectiveness, and generally stay focused.

4. Foster institutional and community partnerships

The notion of a District rests on the value of constant interaction among the institutions in the District and the larger community. The history of the universities in the area proves that this collaborative approach will continue and expand, to the benefit of the region's citizens and economy.

Collaboration and partnership are particularly strong aspects of Spokane's civic culture. The University District has both benefited from and strengthened this climate. Leaders of the business community, neighborhood associations, higher education, and the medical community have all united in support of the District concept, which in turn will serve to link individuals and organizations in diverse partnerships for the benefit of the community and the economy.

Business, community and university partnerships should be tapped as a rich source of cross-fertilization and an effective way to bring all assets to bear in creating a distinctive image for The University District. A dynamic level of collaboration would give birth to a diverse range of ideas and activities, banishing the perception that Spokane is a dull place to be.

ECONOMIC DEVELOPMENT

5. Pursue economic growth and development of quality jobs

The University District economic development strategy relies on the powerful synergy between three key assets: healthcare, education, and a beautiful setting on the Spokane River – all in close proximity to each other and downtown. Partnerships between healthcare and higher education have great potential to generate new business start-ups that spin off from bio-medical and bio-technical research.

The University District should effectively serve as the "Intellectual Port of Spokane". In addition to exploring new, sustainable approaches to the region's historic economic engines — timber, mining and agriculture — future economic development in The University District will rely on inventions and capitalization related to new technologies. Higher education will be the key catalyst in The University District, providing the job skills of the future. University District, adjacent neighborhoods will benefit from symbiotic relationships, but should be shielded from intrusive impacts.

6. Support and encourage an eclectic mix of uses

The University District already has a long history of varied uses, ranging from manufacturing, warehousing, shipping and receiving, to unique, locally owned specialty shops. An indication of successful development will be the ability of these existing businesses to continue to thrive and feel welcome.

It is desirable to create a University District brand that could be used to market the area. Local boutiques and unique shops should be greatly encouraged. It is advisable to create regulations that would discourage national chain stores from compromising local business opportunities.

LAND USE AND URBAN DESIGN

7. Include connections to Downtown

The University District itself must remain an integral part of the community. It is especially essential to support transit links, remove pedestrian barriers at major intersections, and develop the built environment in a manner designed to link people to places. For example, residential density, walkable spaces, and social gathering places draw people together. Currently, people feel out of their element near the speeding traffic on Division St. and surface parking lots on Main Ave., so those places tend to be devoid of pedestrian traffic, thus separating The University District from downtown.

All efforts should be made to develop the Riverpoint and Gonzaga Campuses in an urban rather than suburban pattern, and to connect those campuses with the downtown as well as the neighborhoods to the east and south.

8. Activate the District with the Downtown and the periphery

The edge of the University District should be defined and distinguished from surrounding neighborhoods by its unique identity and sense of place.

9. Include range of housing types and prices

A variety of housing alternatives for individuals and families of diverse backgrounds and income levels should be available, including apartments, townhouses, and loft condominiums. Housing styles and costs should appeal to a wide range of lifestyles, from young urban professionals, and workforce or live/work settings, including students and faculty, to those appropriate for multi-generational living. Efforts should be made to preserve and restore the older single-family housing original to the area.

10. Encourage mixed use

New development and activities in the District should provide a wide range of housing types. Offices, retail stores, entertainment venues and university uses should merge seamlessly together to create a high intensity, safe, pedestrian friendly, around-the-clock environment. Such activity levels have been proven to create safer urban places.

Locally owned businesses should be especially encouraged to occupy street-level retail spaces, as they contribute so richly to the unique identity of a place. With housing over retail, and restaurants, taverns, coffee shops, nightclubs, performing arts centers and other nightspots, activity levels during the evening would be virtually the same as during the daytime.

11. Focus/concentrate new development at major activity nodes

It is necessary to identify key nodes where the necessary social and physical infrastructure already exist to some extent and encourage those focused areas to develop first as catalysts to the remainder of the District.

Housing is an essential piece, but shops and services must also be in place for residents to easily meet their daily needs. Business owners and property owners must be key players in implementing and demonstrating the mixed-use model that both attracts customers and builds community. In addition, business assistance programs should be focused on providing the customized support needed for a creative business idea to evolve into a successful employer and contributor to the District.

Creative regulatory solutions and incentives are also needed to provide the fertile setting that attracts investment. Expedited permitting for priority areas could greatly encourage developers, as could land use standards and design guidelines customized to support The University District's unique setting and character. Among other things, these might address horizontal and vertical integration, as well as performance-oriented zoning. Incentives might range from tax abatements to assistance in assembling financing packages.

12. Include retention of historic character and patterns of use

Highest priority should be placed on utilization of historic buildings, with new infill construction designed to complement the existing historic character, defining a strong sense of place and urban character. This approach should accommodate for eclectic design, human scale streetscape elements, and the type of visual enhancements that speak to quality and a unique sense of place.

13. Incorporate social design for safety, security and social interaction

Urban design can play a powerful role in making a place safe and inviting. As a community is drawn to a place, they adopt it as their own so it is no longer anonymous and susceptible to criminal activity. Mixed use, with housing over retail, provides around-the-clock eyes on the street.

Tangible reminders of ownership discourage invasive and destructive behavior by employing such means as public art and defined edges of well-maintained landscaping. Amenities such as seating and pedestrian lighting can also encourage public interaction while creating the street level activity that makes criminals feel exposed and unwelcome. In the University District, urban design principles should be applied in a manner that creates a quality place.

ENVIRONMENT

14. Embrace the Spokane River as center of the District

The Spokane River runs through the middle of The University District and lends the majestic beauty and connection to nature that make this area truly unique in the

country. Surrounding uses should be strongly connected with the river, and the river itself should be made more accessible for general community use and enjoyment. This could involve a variety of approaches ranging from boating, nature walks and wildlife sanctuaries to appropriately scaled shoreline development including housing and places for people to meet and mingle. In addition, efforts should be made to retain an awareness of the area's historical and cultural connections to tribal peoples as well as its context within the greater Columbia River Basin.

15. Incorporate principles of sustainable development

Intertwined throughout The University District vision is the theme that green design and ecological, sustainable practices should be fully incorporated into all design and development within the District. This could include a range of applications, such as green infrastructure and alternative modes of transportation. For example, building designs might be required to incorporate sustainable, ecologically-sound construction materials and design techniques. Teaching programs could emphasize this theme as well, whether at the Science Center, Gonzaga University's Environmental Studies program, or a teaching laboratory link between the universities and nearby high schools. Indicators of sustainability could also provide a useful tool for developing community awareness of and appreciation for this concept.

16. Use green infrastructure for improved air and water quality

Spaces should be designed to make better use of natural functions and help to improve air and water quality. For example, rooflines could be designed to capture rainwater that is then used for irrigation, and rooftops could serve as garden spaces. Community gardens could be tied into a thriving Farmers' Market in the District and its links back into the surrounding agricultural community. Pocket parks throughout the District would serve multiple purposes, providing people with convenient places to relax in nature and children with places to play. At the same time, the trees would improve air quality and the pervious surfaces would allow for more natural drainage areas.

TRANSPORTATION AND INFRASTRUCTURE

17. Create a transportation hub: regional connections and multi-modal services

The University District should be a transportation hub for a multi-modal system of transportation options, including light rail, trolleys, buses, pedestrians and bicycles. Centralized exchange and transfer locations would also serve as social gathering spots.

Routes should be designed to provide connections both within The University District and from the District to the downtown, surrounding neighborhoods and the rest of the region. Service levels should be high enough that people are more inclined to use these alternative modes of transportation than to drive their personal vehicle, thus supporting the "green" theme inherent in The University District vision. In addition, travel routes should endeavor to not interrupt wildlife corridors, especially in the areas nearest to the river.

18. Create a strong pedestrian-oriented District

Automobile access should be somewhat limited in The University District to not overwhelm the area. Structured parking facilities should be the rule (rather than surface parking lots), to preserve the streetscape for pedestrian activity.

A system of bicycle trails and pedestrian pathways should weave throughout The University District, connecting the river, the Centennial Trail and Ben Burr Trail, neighboring colleges, the medical district, surrounding neighborhoods and the downtown. Wayfinding signage should easily route pedestrians and bicyclists between origin and destination points, as well as alert motorists to the presence of pedestrians and bicyclists.

19. Encourage restoration and extension of the urban grid

To create a welcoming urban environment, development in The University District should be highly encouraged to retain and restore streetscape elements that help define a place at a scale that is comfortable for pedestrians. For example, sidewalks feel more inviting if a continuous length of human scale buildings are set relatively close to the curb, rather than buildings interrupted by vacant parcels and parking lots. Uses such as parking lots, should instead, be concealed below, behind or in the center of buildings.

Sidewalks should also be wide enough to easily accommodate pedestrians, street furniture, trees, accent lighting, and even sidewalk cafes. Overly wide streets provide an opportunity to create planted boulevards or other means to bring the edges closer together. Block sizes, crosswalks and pedestrian overpasses should be readily available so that destinations can be reached within comfortable walking distances and without unnecessary detours.

Appendix 4: UDRA Comprehensive Project List

UNIVERSITY DISTRICT REVITALIZATION AREA COMPREHENSIVE PROJECT LIST

Project Description	Cost Est.	Other Potential Funding Sources	Related Planning Documents
(a)i Division Street Gateway Corridor I-90 to Sharp. Study, design, construction. Includes elements such as sidewalk repair, pedestrian crossings, pavement treatments, bumpouts, streetlights, trees, irrigation, and ped enhancements.	\$7,000,000	\$650,000 2010 Federal App. Request, transportation enhancement grant, LID, WSDOT partner	Downtown Plan 1999, University District Strategic Plan 2005, Downtown Plan Update 2008
(a)ii Bicycle/Pedestrian Bridge aka Railroad Safety Overpass. Scope bridge and approaches, environmental, design, property acquisition, construction.	\$5,200,000	\$444,600 Federal approp., Dept of Ecology Assessment Grant, STA	University District Strategic Plan 2005, Downtown Plan Update 2008, 2009-2014 six year plan, Bike master Plan
(a)iii Burgans Block Development. Sidewalk, curb, and driveway replacement, landscaping Division/Desmet/Ruby/Boone.	\$850,000		Developer letter of Intent required by DOR
(a)iv Sharp Ave Bike Facility, traffic calming. Re-stripe to 3-lane Pearl to Cincinnati. Bike lanes Ruby to Superior.	\$75,000	Bike/Ped Safety funding, Gonzaga U	University District Strategic Plan 2005, 2009-2014 six year plan unfunded, Bike Master Plan
(a)iv Riverside Extension Phase 2. Includes elements such as property acquisition, environmental, sidewalk, pedestrian crossings, pavement treatments, bumpouts, streetlights, trees, irrigation, and bike/ped enhancements. Design and construction.	\$200,000	State & federal appropriation requests, TIB	University District Strategic Plan 2005, Downtown Plan Update 2008, 2009-2014 Six Year Plan, Bike master Plan
(a)iv Sprague Ave Bike Facility, Browne to Sherman. Includes elements such as environmental, sidewalk repair, repaving, pedestrian crossings, potential pavement treatments, bumpouts, streetlights, trees, irrigation, striping, and bike/ped enhancements. Scoping, design and construction.	\$3,100,000	LID, state bike/ped safety, Ecology	Downtown Plan 1999, University District Strategic Plan 2005, Downtown Plan Update 2008, Bike Master Plan 2009, 2009-2014 six year plan
(a)iv Second Ave Streetscape and Bike Facility, Browne to Perry, re-striping, remove parking. Includes such elements as environmental, sidewalk repair, repaving, pedestrian crossings, potential pavement treatments, bumpouts, streetlights, trees, irrigation, striping, and bike/ped enhancements. Scoping, design and construction.	\$1,500,000	East Central NC, ESBA, bike/ped safety, transportation enhancement	Bike Master Plan
(a)iv Third Avenue Streetscape Includes elements such as environmental, sidewalk repair, repaving, pedestrian crossings, potential pavement treatments, bumpouts, streetlights, trees, irrigation, striping, and bike/ped enhancements. Scoping, design and construction.	\$1,500,000	Community Development, non profit housing providers, private, universities	University District Strategic Plan 2005, DT Plan Update 2008
(a)iv 4th and 5th Ave Bike Facility, Browne to Sherman. Includes such elements as scoping, design, acquisition, and construction.	\$300,000	LID, state bike/ped safety, Ecology	2009-2014 six year plan, Bike Master Plan
(a)iv Pine St Bike Facility, Main to Spokane Falls	\$20,000	LID, state bike/ped safety, Riverpoint Campus	Bike Master Plan
(a)iv Hamilton and Cincinnati, N edge of Trent Ave to Sharp. Capacity and bike/ped enhancement study and conceptual design.	\$125,000	Bike/Ped Safety funding, STA, Gonzaga U	University District Strategic Plan 2005, 2009-2014 six year plan unfunded, Bike Master Plan
(a)v Riverside Extension Phase 3. Design and construction. Includes such property acquisition, sidewalk, pedestrian crossings, pavement treatments, bumpouts, streetlights, trees, irrigation, and bike/ped enhancements. Design and construction.	\$2,300,000	State & federal appropriation requests	University District Strategic Plan 2005, Downtown Plan Update 2008, 2009-2014 Six Year Plan, Bike Master Plan
(a)vi Main Avenue Streetscape, Browne to Pine. Includes elements such as environmental, sidewalk repair, repaving, pedestrian crossings, pavement treatments, bumpouts, streetlights, trees, irrigation, and bike/ped enhancements. Design and construction.	\$500,000	LID, state bike/ped safety	University District Strategic Plan 2005, Downtown Plan Update 2008, 2009-2014 six year plan unfunded, Bike master Plan
(a)vi Sherman St Streetscape, I-90 to southern BNSF property line. Includes elements such as environmental, sidewalk repair, pedestrian crossings, potential signal upgrade, pavement treatments, bumpouts, streetlights, trees, irrigation, striping, and bike/ped enhancements. Design and construction.	\$575,000	LID, transportation enhancement/safety funding, Ecology Assessment grant, STA	University District Strategic Plan 2005, Downtown Plan Update 2008, Bike Master Plan

**UNIVERSITY DISTRICT REVITALIZATION AREA
COMPREHENSIVE PROJECT LIST**

(a)vi	Pacific Ave Streetscape Browne to Scott. Includes elements such as environmental, sidewalk repair, pedestrian crossings, pavement treatments, bumpouts, streetlights, trees, irrigation, striping, and enhancements. Design and construction.	\$2,250,000	LID, state bike/ped safety, Ecology	University District Strategic Plan 2005, DT Update 2008
(a)vi	Grant St Streetscape, Pacific to BNSF southern property line. Includes elements such as environmental, sidewalk repair, pedestrian crossings, pavement treatments, bumpouts, streetlights, trees, irrigation, and ped enhancements. Design and construction.	\$750,000	LID, state bike/ped safety, Ecology	University District Strategic Plan 2005, DT Update 2008
(a)vii	ADA Compliance Study, S University District. Evaluate sidewalks, ramps, and crossings.	\$175,000	bike/ped safety, transportation enhancement	Federal requirement
(a)viii	Rapid Transit System & Facilities within UDRA*	\$5,000,000	LID, state and federal transportation and transit funds.	University District Strategic Plan 2005, Downtown Plan Update 2008
(b)	Water, sewer, upgrade or provide new infrastructure*	\$1,000,000	Utilities, Drinking Water Revolving Loan Fund	EPA Smart Growth Implementation Assistance (SGIA)
(c)	Transit Stop/Public Parking Structure. Transit stop facilities, 550 parking stalls, potential other mixed uses, such as retail, or office.*	\$3,000,000	STA, Riverpoint, private, FTA	University District Strategic Plan 2005, Downtown Plan Update 2008
(d)	Centennial Trail Extension under Trent/Hamilton Bridge, north bank of Spokane River. Includes such elements as study, design, property acquisition, environmental, lighting, furnishings, construction.	\$1,000,000	State and National Park Service, Centennial Trail, Aquatic Lands Enhancement, Ecology, private partners	University District Strategic Plan 2005
(d)	West Approach Iron Bridge. Rehabilitation, environmental contingency above the west bank OHWM for project completion.	\$50,000	Ecology Assessment Grant, Logan, Chief Garry Nghds, WWRC, Aquatic Lands Enhancement (ALEA)	University District Strategic Plan 2005, Bike Master Plan
(d)	Non-motorized, public access locations on Spokane River in UD.	\$400,000	Enhancement, National Park Service, Washington State Parks, Ecology Assessment, potential private	University District Strategic Plan 2005
(d)	Ben Burr Multi-Use Trail. Within UD includes such elements as acquisition, environmental, engineering, construction.	\$450,000	East Central NC, ESBA, bike/ped safety, transportation enhancement	2009-2014 six year plan, Bike Master Plan
(e)	Green Infrastructure Study, South University District. Area drainage studies to develop retrofiting alternatives for stormwater management through mechanisms such as pocket parks (location, type, and size needed), tree canopy, rain gardens, permeable paving, and low impact development best management practices. Conceptual design alternatives.	\$500,000	Utilities, Ecology, Drinking Water Revolving Loan Fund	Downtown Plan 2008
(f)	University District Way-finding Signage. Design, construction, installation.	\$100,000	Partners - Centennial Trail, Riverpoint Campus, Parks	University District Strategic Plan 2005, Downtown Plan Update 2008,
(f)	UD Management. Organization or contracted services for promotion, safety, Promotion, & Safety Org or contraction. & Safety Org or contract*	\$500,000	University District Development Alliance	University District Strategic Plan 2005
(g)	Bike & Green Infrastructure Maintenance Fund. Maintain and repair bike facilities and green infrastructure facilities constructed with UDRA funding.*	\$500,000	Public Works	Public Works Request
(h)	Historic Preservation Activities	\$500,000		University District Strategic Plan 2005
	TOTAL	\$39,420,000		

Appendix 5: City of Spokane's "projects of citywide significance" Financial Partnership Portfolio Evaluation scorecard

Attachment "C", Page 2 of 2

Projects of Citywide Significance		Points Possible	Score
Financial Partnership Portfolio Evaluation			
Project based Incremental Revenue			
City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues			
Incremental Revenue:			
3 year total incremental revenue:			
Exceeds \$1 million - 30 points			
Between \$750,000 and \$999,999 - 25 points			
Between \$500,000 and \$749,999 - 20 points			
Between \$250,000 and \$499,999 - 15 points			
Max group score possible		30	
Job Creation			
Number of new jobs			
Greater than 100 - 10 points			
75 to 99 - 8 points			
50 to 74 - 6 points			
25 to 49 - 4 points			
1 to 24 - 2 points			
Living Wage Job creation Multiplier (>130% Median Per Capita Income)			
80% to 100% of new jobs - 6X			
60% to 79% of new jobs - 5X			
40% to 59% of new jobs - 4X			
20% to 39% of new jobs - 3X			
10% to 19% of new jobs - 2X			
Less than 10% of new jobs - 1X			
Max group score possible		60	
Comp Plan, Design and the Environment			
Brownfield redevelopment - 5 points			
Innovative or exemplary site design - 5 points			
Design includes enhanced public amenities - 5 points			
Project includes Neighborhood or Sub-Area improvements - 5 points			
Incorporation of Low Impact Development standards - 5 points			
Incorporation of adopted green building standards - 5 points			
Transit Oriented Development - 5 points			
Mixed Use Development - 5 - Points			
Mixed Income Development - 5 points			
Historic Preservation - 5 points			
Adaptive reuse - 5 points			
Blight removal - 5 points			
Max group score possible		60	
Industry Cluster Advancement			
Manufacturing - 10 points			
Aerospace/Aviation - 10 points			
Technology (Biotech, medical, IT, etc) - 10 points			
Tourism - 10 points			
Max group score possible		10	
Geographic Priority Areas			
Located in a C&C or Downtown - 10 points			
Located in a target investment area - 10 points			
Infill location with existing infrastructure capacity - 10 points			
Max group score possible		10	
TOTAL SCORE POSSIBLE		170	
"Special Considerations" Bonus - 10 points			
(Can be added to total score when warranted in consideration of special public benefit factors not addressed above.)			
Median Per capita income \$24,000 est. \$11.5/hr. (2015)			
130% of median per capita income is \$31,200 annually and approximately \$15/hour			

September 3, 2015

Revised - Rec'd 9-10-15



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/24/2017
Clerk's File #	ORD C35502
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7002
Contact E-Mail	BSCHAEFFER@SPOKANEFIRE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1970 - AFG GRANT SBO

Agenda Wording

Amending Ordinance No. C-35484 and appropriating funds in the Fire/EMS Fund. This amendment will add revenue and expenses in the Fire/EMS budget for the 2016 AFG Grant that was awarded in May 2017.

Summary (Background)

FEMA has awarded the AFG grant for the purchase of PPE and training for our 48 New firefighters that were hired as part of the SAFER award.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 299983	# 1970-93532-99999-33183
Expense \$ 237515	# 1970-93532-22200-53205
Expense \$ 62468	# 1970-93532-22200-54902
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 5/15/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Fireaccounting	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Korlob	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO C35502

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Fire/EMS Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

FROM:	1970-93532	Fire/EMS Fund	
	999990-33183	FEMA	<u>\$ 299,983</u>
TO:	1970-93532	Fire/EMS Fund	
	22200-53205	PPE	<u>\$ 237,515</u>
:	1970-93532	Fire/EMS Fund	
	22200-54902	Registration	<u>\$ 62,468</u>

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

06/05/2017

Date Rec'd

5/25/2017

Clerk's File #

ORD C35507

Renews #

Submitting Dept

FINANCE & ADMIN

Cross Ref #

Contact Name/Phone

TIM DUNIVANT 625-6845

Project #

Contact E-Mail

TDUNIVANT@SPOKANECITY.ORG

Bid #

Agenda Item Type

Special Budget Ordinance

Requisition #

Agenda Item Name

1940 - COUNCIL CHAMBERS UPGRADE/REMODEL

Agenda Wording

Amending Ordinance No. C-35457 and appropriating funds in the Channel 5 Equipment Reserve Fund, FROM: Unappropriated Reserves, \$450,000; TO: Reserve for Capital Outlay, same amount.

Summary (Background)

This ordinance appropriates funds in the Channel 5 Equipment Reserve Fund related to the upgrades in council chambers. Channel 5 funds are being used to cover costs related to lighting, electrical, acoustics, and other audio/visual equipment and upgrades.

Fiscal ImpactBudget Account

Expense \$ 450,000

1940-37310-56000-56701-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUNIVANT, TIMOTHY

Study Session

05/25/17

Division Director

DUNIVANT, TIMOTHY

Other

Finance Committee -

Finance

DUNIVANT, TIMOTHY

Distribution ListLegal

WHALEY, HUNT

rlukas@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

jdelay@spokanecity.org

Additional Approvals

ywang@spokanecity.org

Purchasing

bcoddington@spokanecity.org

cmarchand@spokanecity.org

ORDINANCE NO C35507

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Channel Five Equipment Reserve Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Channel Five Equipment Reserve Fund, and the budget annexed thereto with reference to the Channel Five Equipment Reserve Fund, the following changes be made:

FROM:	1940-99999 99999-	Channel Five Equipment Reserve Fund Unappropriated Reserves	<u>\$ 450,000</u>
TO:	1940-37310 56000-56701	Channel Five Equipment Reserve Fund Reserve for Capital Outlay	<u>\$ 450,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriate funds needed for audio/video upgrades needed in council chambers, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/24/2017
Clerk's File #	RES 2017-0049
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	CHRIS CAVANAUGH X6383
Contact E-Mail	CCAVANAUGH@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0620 - RESOLUTION APPOINTING BRIAN SCHAEFFER AS FIRE CHIEF

Agenda Wording

A resolution approving the appointment of Brian Schaeffer as Fire Chief for the City of Spokane.

Summary (Background)

A resolution approving the appointment of Brian Schaeffer as Fire Chief for the City of Spokane.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIERS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>	MEIERS, BRANDON	<u>Other</u>	hiring packet sent to all Council Members

<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION 2017-0049

A Resolution approving the appointment of Brian Schaeffer as Fire Chief for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Schaeffer as Fire Chief for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Brian Schaeffer as Fire Chief for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 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>	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.



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/17/2017
Clerk's File #	ORD C35503
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - ORDINANCE ESTABLISHING FOURTH-DEGREE ASSAULT		

Agenda Wording

An ordinance establishing the elements of the crime of assault in the fourth degree; amending section 10.11.010 of the Spokane Municipal Code.

Summary (Background)

This proposed amendment will revise the local City Assault Ordinance by incorporating RCW 9A.36.041 into the Municipal Code and adopting the exact language of the statute. This will allow the same criminal behavior to be prosecuted exactly as it would be in other jurisdictions throughout the state.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
	Public Safety Comm. 5-15-17

<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	mmuramatsu@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	jbingham@spokanecity.org

<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO. C35503

An ordinance establishing the elements of the crime of assault in the fourth degree; amending section 10.11.010 of the Spokane Municipal Code.

WHEREAS, RCW 9A.36.041 defines the elements of the crime of assault in the fourth degree, a gross misdemeanor; and

WHEREAS, the City of Spokane defines “assault” (known a “city assault”) as a crime in the Spokane Municipal Code and, like the state charge, city assault is a gross misdemeanor; and

WHEREAS, so-called city assault has different elements than the state law crime of assault in the fourth degree; and

WHEREAS, because the elements of the crime of assault in Spokane’s local municipal code do not match comparable state law, prosecutors and defense attorneys cannot necessarily count on state appellate court rulings on a variety of evidentiary issues related to the crime of assault in the fourth degree, which complicates the prosecution of that crime; and

WHEREAS, the city intends that by revising the local definition of the crime of assault in the Spokane Municipal Code by incorporating RCW 9A.36.041 by reference, the same criminal behavior can be prosecuted in Spokane exactly as it would be in other jurisdictions throughout the state.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.11.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.11.10 Assault in the Fourth Degree

- A. ~~((No person may willfully use or threaten to use by purposeful words or acts unlawful physical force against the person of another.))~~ RCW 9A.36.041, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties.
- B. The penalty for violation of this section is a fine not to exceed five thousand dollars, or imprisonment for not more than three hundred sixty-four days, or both such fine and imprisonment.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
CITY OF SPOKANE
PUBLIC SAFETY COMMITTEE

Subject: AN ORDINANCE relating to assault in the fourth degree; amending SMC section 10.11.010 of the Spokane Municipal Code.

Background:

RCW 9A.36.041 defines Assault in the Fourth Degree, a gross misdemeanor. The City of Spokane has “City Assault” in its Municipal Code and, like the state charge, City Assault is also a gross misdemeanor. Ironically, City Assault has different elements than the state charge of Assault in the Fourth Degree. Because the elements of Spokane’s local ordinance do not match with the comparable state law, prosecutors and defense attorneys cannot necessarily count on state appellate court rulings on a variety of evidentiary issues related to Assault in the Fourth Degree.

One of several examples is the sexual motivation enhancement for Fourth Degree Assault. Law enforcement officials and prosecutors would like to add the enhancement to the municipal code in order to provide better accountability for the most dangerous of predatory behavior, but having a matching assault ordinance will be essential to ensure that the enhancement is valid and upheld on appeal.

Brief Summary:

This proposed amendment will revise the local City Assault Ordinance by incorporating RCW 9A.36.041 into the Municipal Code and adopting the exact language of the statute. This will allow the same criminal behavior to be prosecuted exactly as it would be in other jurisdictions throughout the state.

Impact:

Passage of this ordinance is expected to clarify legal ambiguities surrounding Spokane’s unique local City Assault ordinance by adopting state law.



Agenda Sheet for City Council Meeting of: 06/05/2017

Date Rec'd	5/17/2017
Clerk's File #	ORD C35504
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR 625-6261
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - SEXUAL MOTIVATION ENHANCEMENT

Agenda Wording

An ordinance requiring the filing of a sexual motivation allegation to support sentence enhancements in certain cases.

Summary (Background)

Passage of this ordinance will put the City in line with state law and allow Spokane Municipal judges and juries to consider criminal cases committed with sexual motivation. Obtaining biological samples of these offenders will allow law enforcement agencies to determine whether these individuals have engaged in sex crimes. It is expected to serve as an important identification tool for law enforcement investigators, and one which will ultimately create safer communities.

<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>	Public Safety Comm., 5-15-17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	MURAMATSU, MARY	mmuramatsu@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jbingham@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35504

An Ordinance requiring the filing of a special allegation of sexual motivation in the prosecution of certain offenses; enacting a new section 10.11.015 of the Spokane Municipal Code.

WHEREAS, under RCW 9.94A.835, prosecuting attorneys are required to file a special allegation known as a “sexual motivation enhancement” if one of the purposes for which the defendant committed the crime was for the purpose of his or her sexual gratification; and

WHEREAS, sexual motivation enhancement special allegations can only be added to non-sex offenses and must be proven beyond a reasonable doubt; and

WHEREAS, a court finding of sexual motivation in the commission of a crime makes that crime, by definition, a “sex offense”, which requires the offender to submit to a DNA sample; and

WHEREAS, the Special Victims Unit of the Spokane Police Department, jointly with the City Prosecutor, seeks an update to the Spokane Municipal Code so that it conforms with state law requirements for this type of sentence enhancement; and

WHEREAS, individuals who commit crimes with sexual motivation engage in dangerous behavior and victimize citizens in a way that places them properly under the provisions of state law with respect to identification through a biological sample; and

WHEREAS, amendment of the SMC to add the ability to seek sexual motivation sentence enhancements would put the city in line with state law and give criminal investigators an important tool to identify sex offenders, thereby making our community safer.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 10.11.015 of the Spokane Municipal Code to read as follows:

Section 10.11.015 Special allegation—Sexual motivation—Procedures

- A. For purposes of this section, “sexual motivation” means that one of the purposes for which the defendant committed the crime was for the purpose of his or her sexual gratification.
- B. The city prosecutor shall file a special allegation of sexual motivation in every gross misdemeanor or misdemeanor case, other than sex offenses as defined in RCW 9.94A.030, when sufficient admissible evidence exists which, when considered with the most plausible, reasonably foreseeable defense that could be raised under the

evidence, would justify a finding of sexual motivation by a reasonable and objective fact finder.

- C. In a criminal case wherein there has been a special allegation, the city prosecutor shall prove beyond a reasonable doubt that the accused committed the crime with a sexual motivation. The court shall make a finding of fact of whether or not a sexual motivation was present at the time of the commission of the crime, or if a jury trial is had, the jury shall, if it finds the defendant guilty, also find a special verdict as to whether or not the defendant committed the crime with a sexual motivation.
- D. A decision on the special verdict must be unanimous. The jury must be unanimous in order to answer either "yes" or "no" to a special verdict question about the grounds for a sentence enhancement. Jurors must leave the question unanswered if they were unable to agree on a verdict.
- E. This finding shall not be applied to sex offenses as defined in RCW 9.94A.030.
- F. The city prosecutor shall not withdraw the special allegation of sexual motivation without approval of the court through an order of dismissal of the special allegation. The court shall not dismiss this special allegation unless it finds that such an order is necessary to correct an error in the initial charging decision or unless there are evidentiary problems which make proving the special allegation doubtful.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
CITY OF SPOKANE
PUBLIC SAFETY COMMITTEE

Subject: An ordinance relating to the special allegation of sexual motivation and enacting a new section 10.11.015 of the Spokane Municipal Code.

Background:

Under RCW 9.94A.835, prosecuting attorneys are required to file a special allegation known as a “sexual motivation enhancement” if one of the purposes for which the defendant committed the crime was for the purpose of his or her sexual gratification. Such special allegation can only be added to non-sex offenses and it must be proven beyond a reasonable doubt. A finding of sexual motivation results in the defendant being subject to the requirement of providing a DNA sample.

Brief Summary:

The Special Victims Unit of the Spokane Police Department, jointly with the City Prosecutor, has requested that the Spokane Municipal Code be updated to conform to state law with respect to this important enhancement. Individuals who commit crimes with sexual motivation engage in dangerous behavior and victimize citizens. This enhancement places them properly under the provisions of state law with respect to providing a biological sample.

Impact:

Passage of this ordinance will put the City in line with state law and allow Spokane Municipal judges and juries to consider criminal cases committed with sexual motivation. Obtaining biological samples of these offenders will allow law enforcement agencies to determine whether these individuals have engaged in sex crimes. It is expected to serve as an important identification tool for law enforcement investigators, and one which will ultimately create safer communities.



Agenda Sheet for City Council Meeting of:
06/05/2017

Date Rec'd	5/16/2017
Clerk's File #	ORD C35505
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	CORIN MORSE 6855	Project #	
Contact E-Mail	CMORSE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	5200 ORDINANCE - CLARIFYING WATER RATES FOR PUDS		

Agenda Wording

An ordinance to ratify and clarify the water utility rates for Planned Unit Developments (PUDs) to reflect legislative intent and consistency with historical ordinances.

Summary (Background)

The Planned Unit Development (PUD) Water Utility Rate Ordinance contains a number of errors which are inconsistent with the City Council's legislative intent and with historical ordinances. The ordinance language is contained in SMC 13.04.2005 and 13.04.2015. PUDs within the City's service area have been billed the correct rates for the class of service. The City needs to ratify the legislative intent and cure the defective provisions, providing clarity and consistency.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	5/22/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	mfeist@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	esantos@spokanecity.org	
<u>Additional Approvals</u>		wquinnan@spokanecity.org	
<u>Purchasing</u>		eschoedel@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Ratification of the PUD Water Utility Rates
May 2017

Subject

The need for an ordinance to ratify a clarification to the water rates for Planned Unit Developments (PUDs) to reflect legislative intent and consistency with historical ordinances.

Background

The Planned Unit Development (PUD) Water Utility Rate Ordinance contains a number of errors which are inconsistent with the City Council's legislative intent and with historical ordinances. The ordinance language is contained in SMC 13.04.2005 and 13.04.2015.

The PUDs have been billed the correct rates for the class of service. The City needs to ratify the legislative intent and cure the defective provisions.

The City's Elected Officials wanted to be sure that PUDs were charged similarly to single family residential homes. In the past PUDs were being penalized because all of their water consumption was measured through a single meter and charged a commercial rate.

As a result, our elected officials asked staff to create language for PUD rates that would effectively divide water consumption by the number of homes within a PUD, creating an average water use for each home. Then, the PUD would be charged according to the single-family residential tiered rates. Additionally, City Council approved the addition of a fifth tier for PUDs to continue to encourage water conservation. The tiered rates for PUDs are as follows for 2017.

Tier	Usage	Units	Inside City Rate*	Outside City Rate*
1	First 4,500 gallons	1- 6 units	\$ 0.30	\$ 0.45
2	Next 3,000 gallons	7-10 units	\$ 0.64	\$ 0.96
3	Next 26,100 gallons	11-45 units	\$ 0.86	\$ 1.29
4	33,600 to 52,360 gallons	45-70 units	\$ 1.10	\$ 1.65
5	Over 52,360 gallons	Over 70 units	\$1.17	\$1.76

The language codified in the SMC is imprecise and includes inadvertent errors. The utility bills for PUDs produced during these time periods were calculated consistently with the City's residential rate structure and the intent of Council.

Impact

Customers have been billed correctly based on the legislative intent for 2015, 2016 and 2017 for the class of water service to PUDs. The impact of the ordinance, therefore, just provides needed clarity and consistency.

Action

To adopt the attached ordinance as proposed.

ORDINANCE NO. C355005

AN ORDINANCE relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.2005, and 13.04.2015 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B). ~~((basic charge will include seventy units of service))~~. Consumption beyond seventy units of service will be assessed a per unit rate of:

2015	2016	2017
(\$0.0658)	(\$0.0677)	(\$0.0696)
\$1.1069	\$1.1390	\$1.1720

C. Size of Service / Meter Charge Per Month.

1. One-inch or less:

2015	2016	2017
\$15.82	\$16.28	\$16.75

2. One-and-one-half inch:

2015	2016	2017
\$25.81	\$26.56	\$27.33

3. Two-inch:

2015	2016	2017
\$36.57	\$37.63	\$38.72

4. Three-inch:

2015	2016	2017
\$58.58	\$60.28	\$62.03

5. Four-inch:

2015	2016	2017
\$80.68	\$83.02	\$85.43

6. Six-inch:

2015	2016	2017
\$114.12	\$117.43	\$120.84

7. Eight-inch:

2015	2016	2017
\$233.83	\$240.61	\$247.59

8. Ten-inch:

2015	2016	2017
\$341.47	\$351.37	\$361.56

D. Water-Wastewater Integrated Capital.

Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved according with applicable⁴ PUD development standards and served by a master

water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will ~~((include seventy units of service))~~ will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B). Consumption beyond seventy units of service will be assessed a rate of:

2015	2016	2017
(\$0.987)	(\$0.1015)	\$(0.1045)
\$1.6604	\$1.7085	\$1.7581

per one hundred cubic feet used per month.

C. Size of Service / Meter Charge Per Month.

1. One-inch or less:

2015	2016	2017
\$30.65	\$31.53	\$32.44

2. One-and-one-half inch:

2015	2016	2017
\$45.63	\$46.95	\$48.31

3. Two-inch:

2015	2016	2017
\$61.77	\$63.56	\$65.40

4. Three-inch:

2015	2016	2017
\$94.79	\$97.53	\$100.36

5. Four-inch:

2015	2016	2017
\$127.94	\$131.64	\$135.46

6. Six-inch:

2015	2016	2017
\$178.10	\$183.26	\$188.57

7. Eight-inch:

2015	2016	2017
\$357.66	\$368.03	\$378.80

8. Ten-inch:

2015	2016	2017
\$519.12	\$534.18	\$549.67

- D. Water-Wastewater Integrated Capital.
Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 3: Effective Date.

This ordinance is hereby ratified and shall take effect to January 1, 2015.

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:
06/05/2017

Date Rec'd	5/15/2017
Clerk's File #	ORD C35506
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	HEATHER 625-6854 TRAUTMAN
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	1200 IMPOUNDMENT OF UNAUTHORIZED VEHICLES

Agenda Wording

Adding a new section SMC 16A.61.577 for the Impoundment of Unauthorized Vehicles on Public Property.

Summary (Background)

Adding a new section defining a public impound on public property, listing of time restrictions authorized by RCW 46.55 subject of vehicle impoundment, designation of a public towing official under RCW 46.55.080(1) and the procedures outlined in RCW 46.55 for vehicle impoundment.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Public Safety 5/15/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mmuramatsu@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		tszambelan@spokanecity.org	
<u>Purchasing</u>		cmeidl@spokanepolice.org	
		jmallahan@spokanecity.org	

ORDINANCE NO. C35506

AN ORDINANCE relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 16A.61.577 SMC to read as follows:

16A.61.577 Impoundment of Unauthorized Vehicles on Public Property

A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
2. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
3. "Public Property" means any street, road, public highway or other publicly owned property.
4. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113
 - b. On a highway and tagged as described in RCW 46.55.085
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070
 - d. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) through (4)(c) above, or is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

C. In addition to law enforcement officers, the Director of the Office of Neighborhood Services and Code Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.

D. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Public Safety Committee
Date May 15, 2017

Subject

Proposal to amend SMC 16A.61 and add a section under 16A.61.577 Impoundment of Unauthorized Vehicles on Public Property, to create a public towing official.

Background

Currently duties in the impoundment of vehicles are assigned to the Spokane Police Department, specifically the Neighborhood Resource Officers. There are significant and critical services that NRO's perform in the neighborhoods in addition to the impound duties, and public safety is the highest priority.

The current process of complaint, investigation and notice to vehicle owners regarding abandoned and junk vehicle is undertaken through a consolidated intake. This process received 1,500 complaints in 2016 that resulted in 564 vehicles being referred to SPD for impoundment by a towing company. An impoundment occurs after warnings and attempts to notify the vehicle owner by Code Enforcement staff have failed. In addition, vehicle owners with 4 or more unpaid parking citations in collections that have received a late notice, a pre-collection notice, a collection notice and scoff law notice are eligible for impoundment. These vehicles are subject to booting and impoundment after a last opportunity to pay the parking citations does not occur within two business days of the placement of a boot.

The City Legal Department has reviewed the applicable sections of the Revised Code of Washington 46.55 regarding authorities for impounds. The proposed ordinance amendment would ameliorate capacity of the NRO's through the designation of an additional towing authority of the Director of the Office of Neighborhood Services and Code Enforcement (including the Parking Program) under a reference to "public official" under RCW 46.55.080(1) which vehicles are in violation of any time restrictions of RCW 46.55.010(14) if the vehicle is on public property.

Impact

The consolidation of process leading to impoundment could result in the assignment of impoundment duties to Code Enforcement and Parking staff, doubling of resources to address abandoned vehicles, junk vehicles, scoff law

vehicles and be of assistance for other impounds. In addition, impounds could be completed more quickly and closely to the voluntary compliance efforts. This proposal also allows for the Code Enforcement and parking staff, which also receive limited commissions from the SPD, to remove vehicles freeing NRO's to address higher priority calls for service.

Funding

No additional funding at this time would be required. Equipment, training and towing services would be accommodated within the current budget.

Action

Submit the proposed ordinance amendment to City Council for a hearing on June 5th.

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

06/05/2017

<u>Date Rec'd</u>	4/28/2017
<u>Clerk's File #</u>	CPR 2016-0037
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PARKS & RECREATION
<u>Contact Name/Phone</u>	FIANNA DICKSON 625-6297
<u>Contact E-Mail</u>	FDICKSON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Report Item
<u>Agenda Item Name</u>	1400 - RIVERFRONT PARK REDEVELOPMENT UPDATE

Agenda Wording

Update on Riverfront Park redevelopment progress. Presentation to include overview of the projects, timeline and budget.

Summary (Background)

Riverfront Park redevelopment is funded by a bond that did not raise taxes and promised voters five elements: 1) design of public spaces and grounds: 2) new recreational ice rink and SkyRide facility; 3) new home for the Looff Carrousel; 4) destination Regional Playground, and 5) revitalized US Pavilion/shelters.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONLEY, JASON K.	<u>Study Session</u>	
<u>Division Director</u>	EADIE, LEROY	<u>Other</u>	
<u>Finance</u>	BUENING, MARK	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	pclarke@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	leadie@spokanecity.org	
<u>Additional Approvals</u>		gjones@spokanecity.org	
<u>Purchasing</u>		bellison@spokanecity.org	



Riverfront Park Redevelopment Update

Leroy Eadie, Parks & Recreation Director

Garrett Jones, Parks Planning Manager

Berry Ellison, Program Manager

Jo-Lynn Brown, Program Coordinator

Jon Moog, RFP Director

Fianna Dickson, Communications Manager

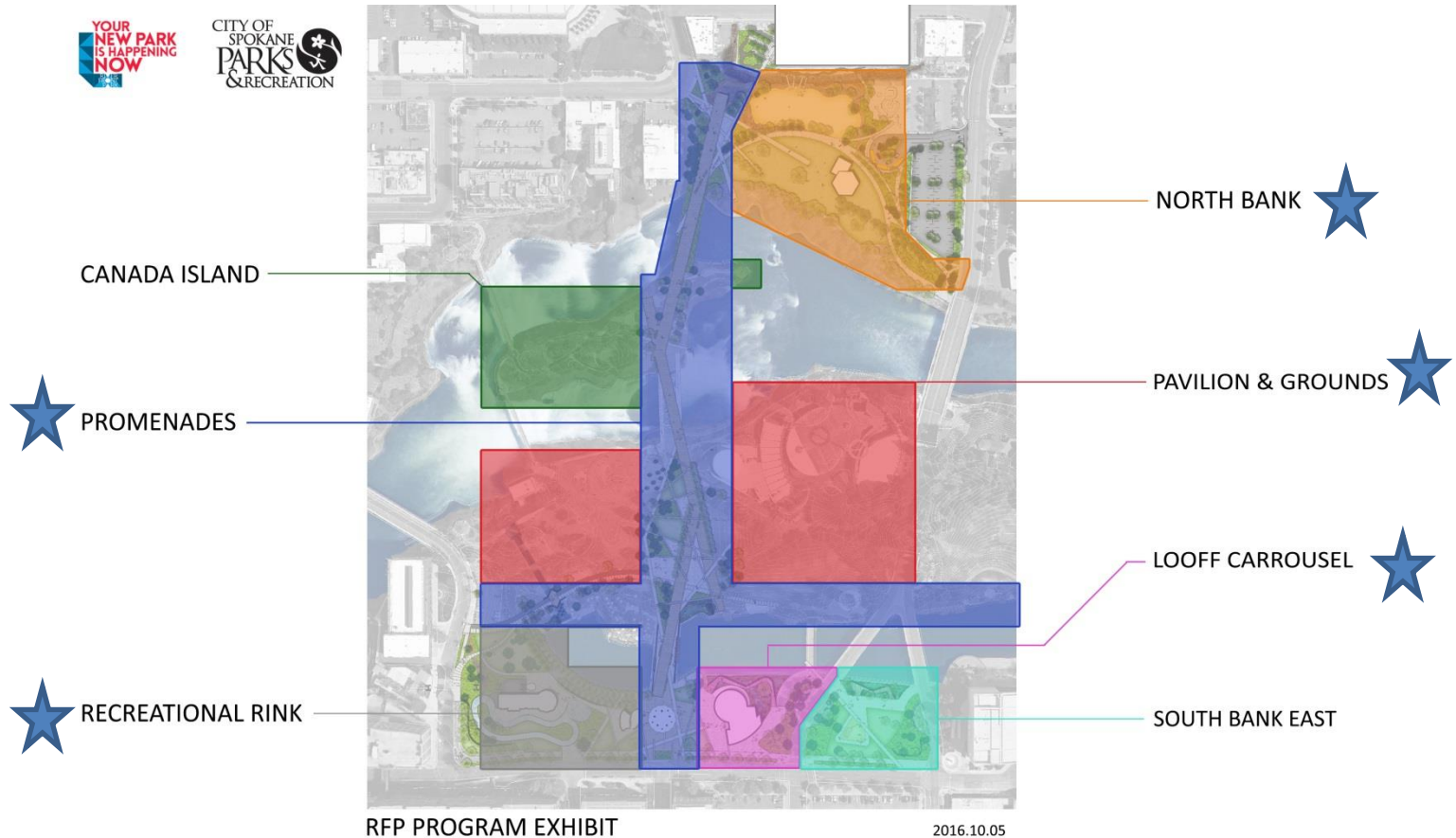
RIVERFRONTPARK**NOW.COM**

Building on the Master Plan



Voters approved a \$64 million bond for redevelopment that didn't raise taxes

Overview



★ The 5 bond projects

RIVERFRONT**PARK****NOW.COM**

Red Wagon Meadow



Improved trail with ADA access through the Red Wagon Meadow.

Completed in time for Bloomsday.

Howard Street Bridge South

The first phase of the Promenade



Crews worked hard through cold winter to remove the bridge.

First span was placed mid-April, second and third spans in May.

Pier 4 has a deeper riverbed than topographic data showed.

Redesigned Pier 4.

Timeline: Fall 2017

Howard Street Bridge South



Rotary Fountain



Fountain needs significant plumbing and electrical repairs. Est. \$950,000

About equal to cost of transitioning it into a splash pad.

Ideal time to repair given construction around south bank.

The above-ground fountain will not change.

Recreational Ice Ribbon and SkyRide



Foundation for building in place, and ice ribbon pathway is visible.

Construction:
Fall 2017



Riverfront Park Behind the Fence

from SpokaneCity 9th 3 days ago · photo



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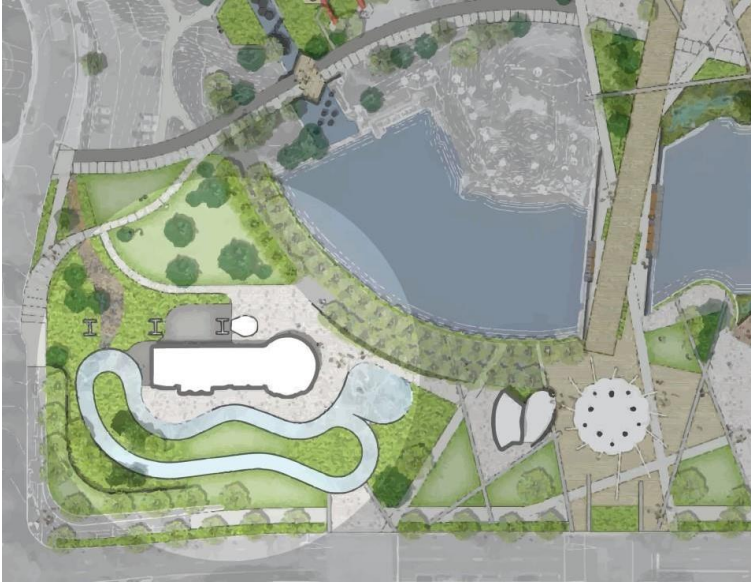
More from SpokaneCity

Facebook and Twitter



RIVERFRONTPARK**NOW.COM**

Recreational Ice Ribbon and SkyRide



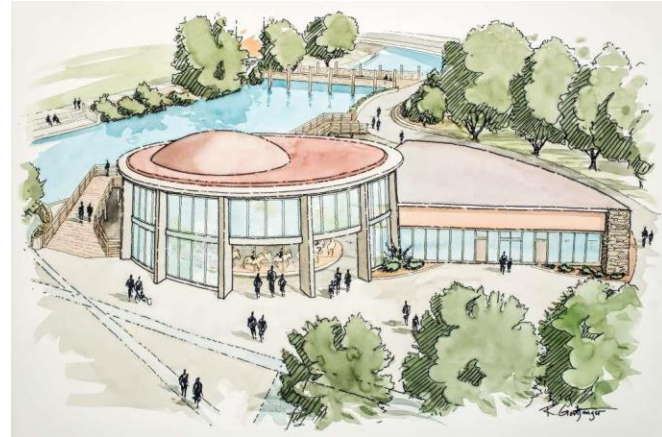
Looff Carousel



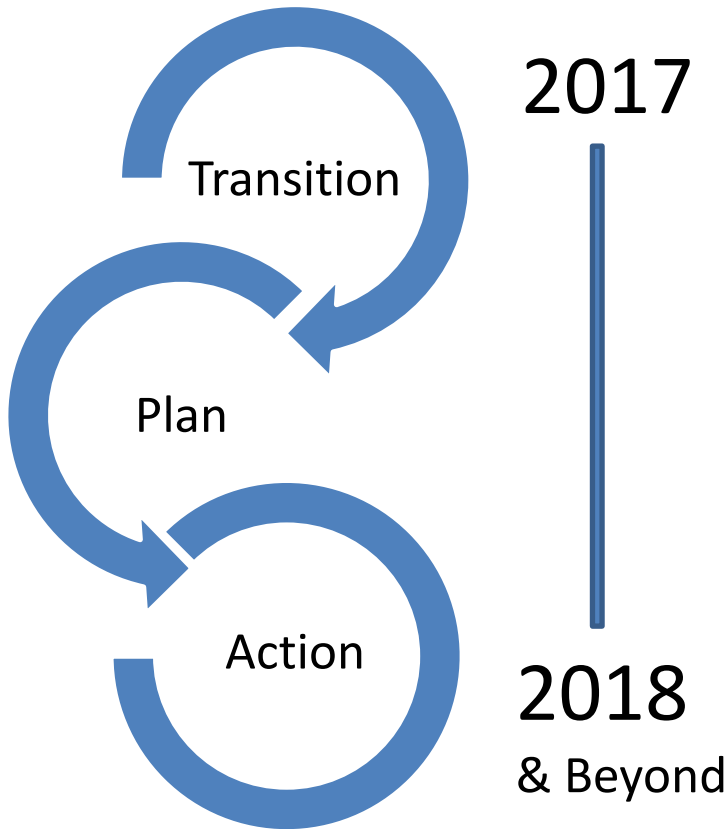
Columns erected early May.
Horses undergoing restoration.
Construction: Spring 2018



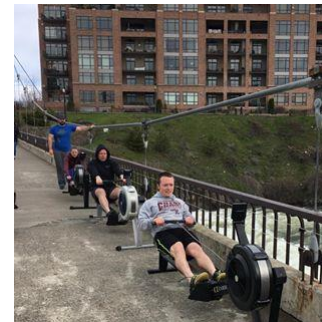
Looff Carrousel



Programming the South Bank



Programming the South Bank



RIVERFRONT PARK NOW.COM

Regional Playground



Currently at 30% design
Estimated construction start: Spring 2018

U.S. Pavilion



State approved Progressive Design Build for Pavilion, a multi-use space.
Design Build team Garco/NAC/Berger Partnership selected in March
through Request for Qualifications/Proposals.
120-day design planning phase. July 10 sharing preliminary designs.
Selective demolition begins Fall 2017. Construction: thru 2019

West Havermale Island & Power Play



West Havermale at 30% design development.
Avista demonstrating interest in funding power-themed
children's playground.

Promenades



Berger is at 60% design on the Promenades.

Images of central promenade on Havermale Island.

Promenades



North Bank entrance



Renaming Canada Island



Canada Island renamed in Salish for the Spokane Tribe



Spokane Tribe proposed two names:

snx^w mene? (Sin-HOO-men-huh)
Salmon people

nk^whntew's (N-coo-en-tehws)
Land that causes a fork in the river

snx^w mene? received nearly 60% of the public vote, and unanimous selection by the Park Board.



Lead Artist



Public Art: Arts Committee recommended & Park Board approved Meejin Yoon as Lead Artist.

Art Plan in development, initial draft planned for early summer.

Open House in April



Riverfront Park Redevelopment Open House April 2017

from Spokane Parks & Recreation [view](#) 1 week ago | [more](#)



More from Spokane |
Recreation
[Autoplay next video](#)



Approximately 60-70 people attended.

All design teams presented, answered questions.



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Media Tour & Community Outreach

Riverfront Park construction schedule on track, despite snowy winter



Riverfront Park construction on schedule, despite weather



Crews press forward with Riverfront Park construction



Looft Carousel restoration crew puts passion into painting



New home for Looft Carousel starting to take shape



Works begins on Riverfront Park ice ribbon, SkyRide building



Checking in on progress of Riverfront Park renovations



Community Presentations

Sharing updates with service clubs, community groups, professional organizations and senior centers.

Videos, Newsletter, Social, Signs, Website

- Bi-monthly video updates
- Quarterly newsletter
- Social media updates
- Signs on site and around town
- Dedicated website

Media Tour, Ongoing Coverage

Thanks to KREM, KXLY, KHQ, Spokesman Review, Inlander & Journal of Business.

Average 13 stories/month.



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Pathways During Construction



Timeline

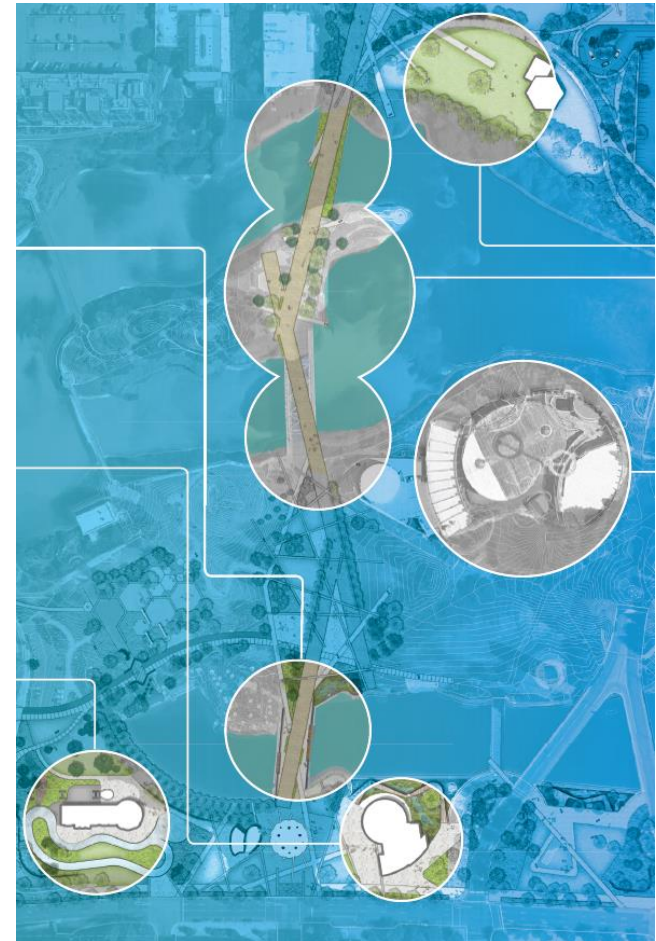
Recreational Ice Ribbon & SkyRide Facility
Early 2017 – Fall 2017

Looff Carrousel
Early 2017 – Spring 2018

Regional Playground
Spring 2018 – Summer 2019

U.S. Pavilion
Spring 2018 – Winter 2019

Promenades
Summer 2016 – Winter 2019



Working Budget

Project	Budget
Ice Ribbon and SkyRide Facility	\$ 9,434,916
Looff Carousel	\$ 10,195,833
Howard Street Bridge South	\$ 7,216,139
North Promenade	\$ 2,655,763
West Havermale Island	\$ 4,650,113
U.S. Pavilion	\$19,662,236
snx ^w mene? (formerly Canada Island)*	\$ 10,268
Regional Playground / North Bank	\$ 5,629,772
Red Wagon Meadow / South Bank East*	\$ 158,782
Program Level Owner Costs	\$ 6,311,178
Total	\$65,925,000
*Not one of the 5 promised bond projects Updated: April 13, 2017	
<i>Includes total bond amount of \$64.3m plus \$1,625,000 interest earned</i>	



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Collaboration

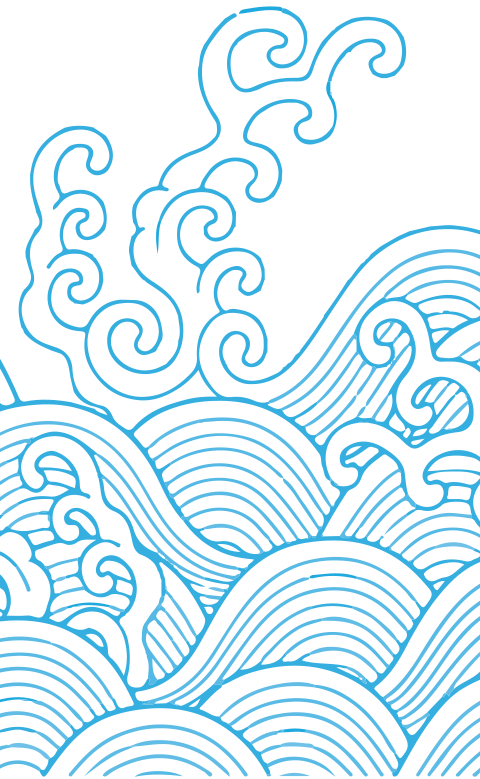
City Departments

- Utilities
- Information Technology
- Streets
- Engineering
- Integrated Capital
- Finance
- Legal
- Purchasing
- Communications

Community & Leadership

- Executive Team
- Park Board
- Design Steering
- Citizen Advisory





YOUR NEW PARK IS HAPPENING NOW

RIVER
FRONT
PARK

Questions & Comments?