

**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**

5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda. There shall be no public testimony on matters on the Council's administrative consent agenda or in regards to procedural, parliamentary, or administrative matters of the Council. There also shall be no public testimony regarding amendments to legislative agenda items. Public testimony shall be limited to the final Council action.

Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council. At the Chair's discretion, several speakers may allot their time to one speaker who shall speak on behalf of the other individuals for a period of time determined by the Chair.

For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

- A. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
  1. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
  2. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.
  3. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  4. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  5. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  6. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- B. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made,

each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

- C. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 20, 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](http://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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources 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. 2017-2019 Biennial Stormwater Capacity Grant Agreement with the Washington State Department of Ecology to help pay for the cost of Phase II stormwater permit requirements—\$50,000 revenue.<br><b>Marcia Davis</b>   | Approve                     | OPR 2017-0794 |
| 2. Purchase of three pumper trucks from Hughes Fire Equipment (Appleton, WI) using HGAC Buy Contract #FS12-15—estimated expenditure \$2,063,543.31 (incl. tax).<br><b>David Stockdill</b>  | Approve                     | OPR 2017-0795 |
| 3. Tentative Agreement for five-year Contract with M&P-B (2017-2021).<br><b>Meghann Steinolfson</b>  | Approve                     | OPR 2017-0796 |
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve & Authorize Payment | CPR 2017-0002 |
| 5. City Council Meeting Minutes: _____, 2017.  | Approve All                 | CPR 2017-0013 |

---

## **EXECUTIVE SESSION**

(Closed Session of Council)

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

---

## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

---

## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### **APPOINTMENTS**

### **RECOMMENDATION**

Ethics Commission: One Re-appointment

Confirm

CPR 2006-0042

## **ADMINISTRATIVE REPORT**

---

## **COUNCIL COMMITTEE REPORTS**

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

---

## OPEN FORUM

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

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

---

## LEGISLATIVE AGENDA

### NO SPECIAL BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### NO RESOLUTIONS

### FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C35559 (To be considered under Hearings Item H1.c.)
- ORD C35562 Amending Ordinance C13628 vacating the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street.  
**Eldon Brown**
- ORD C35565 (To be considered under Hearings Item H2.b.)

### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35564 Establishing fair chance hiring requirements; prohibiting employers from advertising restrictions on job applicants based on arrest or conviction records or inquiring into arrest or conviction records until after interview; providing for limited exceptions; establishing penalties; and enacting new chapters 9.02 and 9.03 of the Spokane Municipal Code.  
**Council President Stuckart & Council Member Beggs**

FURTHER ACTION DEFERRED

---

## NO SPECIAL CONSIDERATIONS

---

## HEARINGS

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

### RECOMMENDATION

- |                                   |   |                                   |               |
|-----------------------------------|---|-----------------------------------|---------------|
| H1.                               | a. Public Hearing regarding modification of the functions, activities and/or transportation programs and improvements of the Spokane Transportation Benefit District.   | Hold Hearing & then Close Hearing |               |
|                                   | b. Public Hearing concerning the assumption of the rights, powers, functions and obligations of the City of Spokane Transportation Benefit District by the City of Spokane.   | Hold Hearing & then Close Hearing |               |
|                                   | c. Final Reading Ordinance C35559 relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.040, 8.16.060 and 8.16.070 of the Spokane Municipal Code.   | Pass Upon Roll Call Vote          | ORD C35559    |
| <b>Council President Stuckart</b> |   |                                   |               |
| H2.                               | a. Final Public Hearing on 2018 Proposed Budget. (Continued from November 13, 2017, Agenda)   | Hold Hearing & then Close Hearing | FIN 2017-0001 |
|                                   | b. Ordinance C35565 adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2018, providing it shall take effect immediately upon passage. | Pass Upon Roll Call Vote          | ORD C35565    |
| <b>Crystal Marchand</b>           |   |                                   |               |

---

**Motion to Approve Advance Agenda for November 20, 2017**  
(per Council Rule 2.1.2)

---

## OPEN FORUM (CONTINUED)

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

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



**ADJOURNMENT**

The November 20, 2017, Regular Legislative Session of the City Council is adjourned to November 27, 2017.

---

**NOTES**



**Agenda Sheet for City Council Meeting of:**  
11/20/2017

<b>Date Rec'd</b>	11/3/2017
<b>Clerk's File #</b>	OPR 2017-0794
<b>Renews #</b>	

<b>Submitting Dept</b>	INTEGRATED CAPITAL MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MARCIA DAVIS 625-6398	<b>Project #</b>	
<b>Contact E-Mail</b>	MDAVIS@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4250 - 2017-2019 CAPACITY GRANT AGREEMENT - WSDOE		

**Agenda Wording**

2017-2019 Biennial Stormwater Capacity Grant Agreement No. WQSWCAP-1719-Spokane-00139 with the Washington State Department of Ecology.

**Summary (Background)**

The Department of Ecology is offering the City grant funding to help pay for the cost of the Phase II stormwater permit requirements. The City accepted the 2011-13, 2013-2015 and 2015-17 biennium stormwater capacity grants. In the past, these grants were used to offset the costs of catch basin cleaning and purchasing vacor trucks.

<b><u>Fiscal Impact</u></b>	Grant related? YES Public Works? NO	<b><u>Budget Account</u></b>	
Revenue	\$ 50,000.00	#	4310 98817 35148 54801 14343
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MILLER, KATHERINE E	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	Urban Dev Committee 11/13/17
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Engineering Admin	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	mdavis@spokanecity.org	
<b><u>Additional Approvals</u></b>		sstopher@spokanecity.org	
<b><u>Purchasing</u></b>		publicworksaccounting.@spokanecity.org	
		mdoval@spokanecity.org	



## **Agreement No. WQSWCAP-1719-Spokane-00139**

### **WATER QUALITY STORMWATER CAPACITY 1719 AGREEMENT**

#### **BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

#### **AND**

**CITY OF SPOKANE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

---

#### **GENERAL INFORMATION**

Project Title:	2017-2019 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	03/31/2019
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

**RECIPIENT INFORMATION**

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

DUNS Number: 057531253

Mailing Address: 808 W. Spokane Falls Boulevard  
Spokane, WA 99201

Physical Address: 808 W. Spokane Falls Boulevard  
Spokane, Washington 99201-3343

Organization Email: mdavis@spokanecity.org

Organization Fax: (509) 343-5760

**Contacts**

<b>Project Manager</b>	Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
<b>Billing Contact</b>	Lauren Berry Accountant  808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042
<b>Authorized Signatory</b>	David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Spokane

By: \_\_\_\_\_

By: \_\_\_\_\_

Heather R. Bartlett  
Water Quality  
Program Manager  
Date

David A Condon  
Mayor  
Date

Template Approved to Form by  
Attorney General's Office

## SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page final outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request..

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to- date staff contact information in the EAGL RECIPIENT contact form. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, RECIPIENT closeout report, and two-page outcome summary report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

### **Project Administration/Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$50,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.



Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vector truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Mark Papich

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

**BUDGET****Funding Distribution EG180110**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: FY1719 Capacity Grants                      Funding Type: Grant  
Funding Effective Date: 07/01/2017                      Funding Expiration Date: 03/31/2019  
Funding Source:

Title: Stormwater Capacity

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%  
Recipient Match %: 0%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

<b>FY1719 Capacity Grants</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 0.00
Permit Implementation	\$ 50,000.00

**Total: \$ 50,000.00**

Agreement No: WQSWCAP-1719-Spokane-00139  
 Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Spokane

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
FY1719 Capacity Grants	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

## **B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING**

### **REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:

- Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.



Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

## 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

## 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

- c) **Presentation and Promotional Materials.** ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) **Tangible Property Rights.** ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) **Personal Property Furnished by ECOLOGY.** When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) **Acquisition Projects.** The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) **Conversions.** Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**b) For Convenience**

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

**c) By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

**d) In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**28. THIRD PARTY BENEFICIARY**

Agreement No: WQSWCAP-1719-Spokane-00139  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Spokane

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 05/11/2017

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

11/20/2017

<u>Date Rec'd</u>	11/8/2017
<u>Clerk's File #</u>	OPR 2017-0795
<u>Renews #</u>	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	DAVID 625-7080	Project #	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG	Bid #	HGAC BUY
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #18784
Agenda Item Name	0440 - FIRE PURCHASE OF THREE (3) PUMPER TRUCKS		

Agenda Wording

Approve purchase of three (3) pumper trucks from Hughes Fire Equipment (Appleton, WI) using HGAC Buy Contract #FS12-15- estimated expenditure - \$2,063,543.31 including sales tax

Summary (Background)

SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response and achieve the goal of removing fire engines from front line service and placing them in reserve status after 12 years of service. The new trucks meet current NFPA safety standards which provides a greater margin of safety for firefighters and citizens. Additionally, the new trucks have significantly cleaner exhaust emissions which contributes to better air quality.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 2,063,543.31	# 5901-79125-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PSC 10/25/17
<u>Finance</u>	DOVAL, MATTHEW	Distribution List	
<u>Legal</u>	DALTON, PAT	tprince@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dstockdill@spokanecity.org	
<u>Additional Approvals</u>		taxes & licenses	
<u>Purchasing</u>	WAHL, CONNIE		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

• Fleet standardization--these (3) Fire Engines are the same as the (3) Pierce PUC Pumpers purchased in 2016 which allows for efficiencies in operations and maintenance. • Group Purchase Savings-- Purchase will be made via HGAC (Houston Galveston Area Council) pricing through Hughes Fire Equipment, the regional dealer for Pierce Manufacturing. • Fair and Competitive-- HGAC pricing is competitively bid/pre-negotiated and was successfully used for the recent purchase of Tower 2. • Total price, including \$77,244.00 in prepayment discounts is: \$2,063,543.31 including tax. • 100% Prepayment discount not taken: \$40,968.00 • Anticipated delivery date will be December 2018.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## Briefing Paper

### (Public Safety and Community Health)

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	Purchase of (3) Fire Engines for SFD
<b>Date:</b>	25 October 2017
<b>Author (email &amp; phone):</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> 435-7080
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
<b>Strategic Initiative:</b>	Public Safety and Community Health
<b>Deadline:</b>	30 November 2017 due to planned price increase
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Incorporating (3) new Fire Engines into the SFD Fleet will result in the retirement of (3) 1992 era Fire Engines that have greatly exceeded their planned service life.
<b>Background/History:</b> SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response and achieve the goal of removing fire engines from front line service and placing them in reserve status after 12 years of service. The new trucks meet current NFPA safety standards which provides a greater margin of safety for firefighters and citizens. Additionally, the new trucks have significantly cleaner exhaust emissions which contributes to better air quality.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><b>Fleet standardization</b>--these (3) Fire Engines are the same as the (3) Pierce PUC Pumpers purchased in 2016 which allows for efficiencies in operations and maintenance.</li> <li><b>Group Purchase Savings</b>-- Purchase will be made via HGAC (Houston Galveston Area Council) pricing through Hughes Fire Equipment, the regional dealer for Pierce Manufacturing.</li> <li><b>Fair and Competitive</b>-- HGAC pricing is competitively bid/pre-negotiated and was successfully used for the recent purchase of Tower 2.</li> <li>Total price, including \$77,244.00 in prepayment discounts is: \$2,063,543.31 including tax.</li> <li>100% Prepayment discount not taken: \$40,968.00</li> <li>Anticipated delivery date will be December 2018.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If new, specify funding source: <b>SIP</b> Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	





October 25, 2017

City of Spokane, WA  
Three (3) Arrow XT PUC Pumpers AS680  
Build Location: Appleton, Wisconsin

Proposal Price	Three (3) Units \$ 1,970,403.00	Per Unit Price, Based on Three (3) Unit Purchase \$ 656,801.00
Washington State sales tax @ 8.70%	171,425.06	57,141.69
Washington State motor vehicle tax @ 0.30%	5,911.21	1,970.40
<b>Total Bid Price Including Sales Tax</b>	<b>\$ 2,147,739.27</b>	<b>\$ 715,913.09</b>
Less chassis progress payment discount (33,456.00)		(11,152.00)
The chassis progress payment in the amount of \$1,115,226.00 (\$371,742.00 per unit) will be due three (3) months prior to the ready for pick up from the factory date.		
Less payment upon completion @ factory discount (43,788.00)		(14,596.00)
<b>Subtotal including chassis and completion pre-pay discounts</b>	<b>1,893,159.00</b>	<b>631,053.00</b>
Washington State sales tax @ 8.70%	164,704.83	54,901.61
Washington State motor vehicle tax @ 0.30%	5,679.48	1,893.16
<b>Total Bid Price including chassis and completion pre-pay discounts &amp; sales tax</b>	<b>\$ 2,063,543.31</b>	<b>\$ 687,847.77</b>
* Deduct for 100% pre-payment with contract (40,968.00)		(13,656.00)
If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.		
<b>Subtotal including all pre-pay discounts</b>	<b>1,852,191.00</b>	<b>617,397.00</b>
Washington State sales tax @ 8.70%	161,140.62	53,713.54
Washington State motor vehicle tax @ 0.30%	5,556.57	1,852.19
<b>Total Bid Price Including Pre-Pay Discounts &amp; Sales Tax</b>	<b>\$ 2,018,888.19</b>	<b>\$ 672,962.73</b>

**Terms:**

Based on the current delivery schedule the units would be ready for delivery from factory within 9.5 to 12.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at order placement.

The above quote is subject to change.

A performance bond is included and will be provided.

An invoice will be provided 30 days prior to the chassis payment due date if elected.

Three (3) unit pricing is based on both units being purchased, manufactured, inspected and delivered at the same time. If units are not ordered, manufactured, inspected and delivered at the same price revised pricing will be required.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the units leave the factory for delivery. If payment is not made at that time a late fee will be applicable.

An invoice will be provided upon order processing for the 100% prepayment if elected.

The proposal price is based on the units being purchased through HGAC. This pricing is only valid for an HGAC purchase on contract FS12-15, valid thru November 30, 2017.

An annual price increase will go into effect for all orders processed after January 31, 2018. If order is not submitted prior to that date, a 3% price increase will be required.

Transportation of the units to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the units, and the units must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

One (1) factory inspection trip for six (6) fire department customer representatives and one (1) factory inspection trip for three (3) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.

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

11/20/2017

Date Rec'd

11/8/2017

Clerk's File #

OPR 2017-0796

Renews #Submitting Dept

HUMAN RESOURCES

Cross Ref #Contact Name/PhoneMEGHANN 625-6903  
STEINOLFSONProject #Contact E-Mail

MSTEINOLFSON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0620 M&amp;P TENTATIVE AGREEMENT

Agenda Wording

Tentative Agreement for 5-year contract with M&amp;P-B (2017-2021)

Summary (Background)

The most recent contract expired on December 31, 2016. We entered into negotiations with M&P-B on a successor contract in February, 2017. Normally these negotiations would have started prior to the expiration of the prior contract. In this case, both parties agreed that we would wait until we had terms finalized on the Local 270 contract since there were similar items that were going to be discussed as part of the M&P-B contract. On November 7, 2017 the M&P-B membership approved the contract

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

CAVANAUGH, CHRISTINE

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

CAVANAUGH, CHRISTINE

**Other****Finance**

DUNIVANT, TIMOTHY

Distribution List**Legal**

DALTON, PAT

**For the Mayor**

DUNIVANT, TIMOTHY

Additional Approvals**Purchasing**

BRIEFING PAPER  
City of Spokane  
Tentative Agreement on M&P-B Contract  
2017-2021

---

Subject

Tentative Agreement for 5-year contract with M&P-B (2017-2021)

Background

The most recent contract expired on December 31, 2016. We entered into negotiations with M&P-B on a successor contract in February, 2017. Normally these negotiations would have started prior to the expiration of the prior contract. In this case, both parties agreed that we would wait until we had terms finalized on the Local 270 contract since there were similar items that were going to be discussed as part of the M&P-B contract.

On November 7, 2017 the M&P-B membership approved the contract with 81.5% approval.

Discussion

The proposed TA provides for an average TCC increase of approximately **2.7% annually**.

Key outcomes for the City include M&P-B agreement on the SERS changes that were approved in the Local 270 contract as well as changes in medical plan design beginning in 2019. In addition to the plan design changes, we have maintained a cap on the amount of premium increase that the City will fund. Increases up to 6% will be split based on the premium splits in place. Increases above 6% will be fully covered by the employees. Should premiums increase by more than 10%, we agreed to discuss additional plan changes that could mitigate the increase.

Beginning in 2018, M&P-B has agreed to eliminate the Personal Leave benefit (40 hours annually) and to split their Sick Leave into two “banks”. The first is the same as they currently have for regular sick leave usage. The other bank is restricted for FMLA incidents or approved OJI that may not meet FMLA requirements. In exchange for these leave changes, we have agreed to remove the vacation cap for new hires that was negotiated as part of the last contract 2 years ago.

With regard to wages, M&P-B was concerned about the spread between steps so proposed expanding the spread between steps as opposed to a flat wage increase to all steps within a pay range. The table below shows the proposed annual changes to each step.

In addition, M&P-B also agreed to several of the City’s non-cost priorities, including application of the updated ethics code and removal of Civil Service staff from the M&P-B executive board.

							v. Step 1 in
		2017	2018	2019	2020	2021	2021
Step	1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Step	2	1.00%	1.00%	1.00%	1.00%	1.00%	9.50%
Step	3	1.00%	1.50%	1.50%	1.50%	1.50%	16.40%
Step	4	2.00%	2.00%	2.00%	2.00%	2.00%	24.90%
Step	5	2.00%	2.50%	2.50%	2.50%	2.50%	32.70%
Step	6	2.50%	3.00%	3.00%	3.00%	3.00%	<b>41.50%</b>

## Details

### *Economic TA's by year:*

#### 2017

1. Pay plan is implemented according to table above.
2. Medical – No change. Plan options, rate splits, caps as per current contract.
3. Article II, Recognition
  - a. Section A. Bargaining: Clarification of membership. Mayor's clerical staff excluded in addition to elected officials, and confidential employees per state law (as determined by PERC or by mutual agreement of the City and Association).
  - b. Section B. Confidential Employees: Civil Service employees remain in the bargaining unit, but are ineligible to serve on the Association's executive board. Board changes to occur with the 2018 election cycle.
4. Article VI, Section G – Absences from Work
  - a. Salaried employees shall not have his or her leave banks reduced for scheduled or approved absences of less than four hours per day (such as for doctor's appointments).
5. Article IX, Section N – Project Employees
  - a. Project Employees will pay union dues as determined by M&P
  - b. Project Employees may receive an annual step increase, contingent upon a one-year progress report provided by the manager of the Project Employee to the Project Committee.

#### 2018

1. Pay plan is implemented according to table above.
2. Medical – No change. Plan options, rate splits, caps as per current contract.
3. Article VIII, Section G – Illness Leave
  - a. Bi-weekly accrual increased to six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. Access to the regular account will continue as is, but the reserve account may only be accessed for absences protected under the FMLA or on the job injuries.
4. Article VIII, Section J. Personal Leave and Compensatory Time
  - a. Forty (40) hours Personal Leave eliminated
  - b. Compensatory Time eliminated
  - c. Salaried employee flexible work schedule further defined (allows greater flexibility for time off)
5. Article VIII, Section K. Vacation
  - a. Vacation rates restored to previous rates for new employees.
6. Attachment B: Retirees' Medical Insurance
  - a. Retirees will have the option of City Plan I and a Group Health Retiree plan. The City will blend retiree and active employees to determine the rate for the retiree medical plans.
7. Attachment B: Insurance
  - a. Life Insurance coverage increased to a maximum of \$150,000 from \$100,000. Life Insurance for dependents increased to \$7,500 for spouses and \$3,000 for children.

#### 2019

1. Pay plan is implemented according to table above.

2. Medical - New plans as attached, with premium alignment
3. Article VIII, Section G – Illness Leave
  - a. If an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, the illness leave payout will be increased to sixty percent (60%). The maximum leave payment would then become 960 hours x 60% = 576 hours.

## 2020

1. Pay plan is implemented according to table above.
2. Medical – City cost increase capped at 6% (with no deferred comp contribution for lower increase) starting in 2020 and for future years.
  - a. If the total medical costs are projected to increase by more than 10% in 2020 for future years, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the M&P membership does not ratify the changes, then members will pay any increase over the City cap.

## 2021

1. Pay plan is implemented according to table above.

### *Non-Economic TA's (all are effective upon contract approval)*

1. Article VI, Section E – Holiday Pay
  - a. Language housekeeping regarding how many floating holidays new hires receive based on the time of year they're hired. No substantive changes.
  - b. Employee's working in offices that are closed on the third (3<sup>rd</sup>) Monday of January shall not have the option of working that day, and will have their fifth (5<sup>th</sup>) floating holiday deducted. Employees scheduled to work the third (3<sup>rd</sup>) Monday of January, but do not work, will have their fifth (5<sup>th</sup>) floating holiday deducted for that day.
  - c. Employees who are required to work on the third (3<sup>rd</sup>) Monday of January will not have their fifth (5<sup>th</sup>) floating holiday deducted, but if they are incapable of reporting to work due to illness or injury, they must take the day as a sick day.
2. Article VI, Section F – Working Out of Classification
  - a. Employees filling a temporary vacancy of at least one-week (reduced from two) in a higher-level position will be paid at the appropriate step in the salary range of the higher-level position. Pay begins the first day of any one-week or longer out of classification assignment and can be provided retroactively when assignments unexpectedly extend to at least one week.
  - b. Removed out of classification assignment preference to Association members.
  - c. Removed out of classification assignments of Association work to non-Association member's requirement for written approval by the Association.
3. Article VIII, Section H – Bereavement Leave
  - a. Employees may use up to five (5) days of any available paid leave (could previously only use illness leave).
4. Article IX, Section D – Ethics Code
  - a. The Code of Ethics contained in the Spokane Municipal code shall apply to Association members.
5. Article IX, Section K – Flex Time
  - a. The City may afford the employees the opportunity to work non-standard work schedules. Alternate scheduling at the discretion of City management.
6. Article IX, Section O – Employees' Retirement System

- a. Implemented Rule of 90, per the Local 270 Agreement
- 7. Article VIII, Section F – Leave Sharing; Section G – Illness Leave; Section H – Bereavement Leave
  - a. Include stepparent in definition of “immediate family” for all three sections.
- 8. Article X, Section A – Grievance Procedure
  - a. A classified employee may file a grievance over any suspension (removed stipulation of only suspensions greater than five days).
  - b. Step 1 to be presented in writing rather than orally and the immediate supervisor shall submit a written decision rather than verbal.
- 9. Article XI, Section B – Predisciplinary Hearings
  - a. Language Housekeeping – no substantive changes.
- 10. Article XI, Section C – Retention of Records
  - a. Updated Language: When a Civil Service appeal or a contractual grievance process results in a final determination that a disciplinary action was inappropriate and is overturned, all copies of the overturned letter of suspension, reprimand, or counseling shall be removed from City and Civil Service files and destroyed.

Action

Approve TA

# Attachment A: Medical Changes (re: City Proposal #7)

Changes to occur Jan. 1, 2019

In-Network Benefits Summary		PREMERA (Prime Network)	KAISER/GROUP HEALTH
Cost Share Options	In-Network Annual Deductible (pharmacy not subject)	\$150 per Member/ \$450 Family	\$150 per Member/ \$450 Family
	In-Network Out of Pocket Annual Maximum (does not include deductible)	\$2,000 per Member/ \$4,000 Family	\$2,000 per Member/ \$4,000 Family
	Coinsurance (most services)	80/20% 60/40% out of network	90/10%
	Out-of-Network Out of Pocket Annual Maximum	\$4,000	N/A
Health Care Provider Visit (Office or Clinic)	Primary Care visit to treat illness or injury	\$20 copay	\$20 copay
	Specialist visit	\$20 copay	\$20 copay
	Chiropractic	Deductible + coinsurance; 30 visits PCY	\$20 copay; 10 visits PCY
	Acupuncture	Deductible + coinsurance; 24 visits PCY	\$20 copay; 8 visits PCY
If you have a test	Preventive Care (exams)	Covered in Full	Covered in Full
	Diagnostic (outpatient) X-Ray and Lab	No charge for first \$100, then deductible + coinsurance	Deductible + coinsurance
Pharmacy Benefits	Imaging (CT/PET scans, MRIs) – Prior authorization required	No charge for first \$100, then deductible + coinsurance	Deductible + coinsurance
	Pharmacy generic, 30-day supply	\$15 copay	\$15 copay
	Pharmacy brand, preferred and non-preferred	\$30 copay	\$30 copay Non-preferred generic/brand drugs not covered
Vision Exam & Hardware	Mail Order Generic/Preferred Brand & Non-Preferred Brand	\$20/\$60	2X prescription cost share
	Adults age 19 or over	\$20 copay – 1 Exam every 12 months Hardware: \$300* every 24 months	\$20 copay – 1 Exam every 12 months Hardware: \$300* every 24 months
	Children under age 19	1 exam PCY covered in full Hardware: 1 pair of frames PCY; 1 pair of lenses or contacts PCY (covered at 50% coinsurance)	1 exam PCY covered in full Hardware: 1 pair of frames PCY; 1 pair of lenses or contacts PCY (covered at 50% coinsurance)
Emergency Services		\$100 copay at all facilities (copay waived if admitted); deductible + coinsurance apply	\$100 copay at all facilities (copay waived if admitted); deductible + coinsurance apply

Note: Estimated savings of 7.8% as shown.

\*Increase to vision hardware adds .25% to rates previously discussed.



**Agenda Sheet for City Council Meeting of:**  
11/20/2017

<b>Date Rec'd</b>	11/1/2017
<b>Clerk's File #</b>	CPR 2006-0042
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	BRANDY COTE 6256774
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 RE-APPOINTMENT TO THE ETHICS COMMISSION

**Agenda Wording**

Re-appointment of Sarah O'Hare to a three year term on the Ethics Commission, from January 1, 2018 - December 31, 2020.

**Summary (Background)**

Re-appointment of Sarah O'Hare to a three year term on the Ethics Commission, from January 1, 2018 - December 31, 2020.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b>
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		bcote@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	mpiccolo@spokanecity.org
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		





**Agenda Sheet for City Council Meeting of:**  
11/13/2017

<b>Date Rec'd</b>	10/30/2017
<b>Clerk's File #</b>	ORD C35562
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	4700 - ORDINANCE AMENDING C-13628

**Agenda Wording**

An ordinance amending C-13628 vacating the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street.

**Summary (Background)**

City Council passed the vacation ordinance on December 13, 1954. At that time, an easement was retained to protect a CenturyLink phone line. Since that time it has been determined that the easement is no longer necessary.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	10/23/17 - Public Infrastructure, Environment, and S.
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	sbishop@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org	
<b><u>Additional Approvals</u></b>		ebrown@spokanecity.org	
<b><u>Purchasing</u></b>		kbecker@spokanecity.org	

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C35562

An ordinance amending Ordinance C-13628 vacating the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street.

The City of Spokane does ordain:

Section 1. That the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street, be, and the same is hereby, vacated; ~~subject to an easement for the maintenance of a telephone plant.~~

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed by City Council, December 13<sup>th</sup>, 1954.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date:\_\_\_\_\_

# Easement Amendment



Amending Ordinance C-13628 to release the utility easement

## Legend

 Easement Area

THIS IS NOT A LEGAL DOCUMENT:  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.







**Agenda Sheet for City Council Meeting of:**  
11/20/2017

<b>Date Rec'd</b>	11/8/2017
<b>Clerk's File #</b>	ORD C35564
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BREEAN 6256269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 FAIR CHANCE HIRING ORDINANCE		

**Agenda Wording**

An ordinance establishing fair chance hiring requirements; prohibiting employers from advertising restrictions on job applicants based on arrest or conviction records or inquiring into arrest or conviction records until after interview;

**Summary (Background)**

This ordinance would prohibit employers from using criminal conviction or arrest records to make employment decisions prior to an in-person or Skype interview and would prohibit employers from advertising a restriction on job applicants based on criminal conviction or arrest records unless the restriction was a bona fide condition of employment. This ordinance allows employers to use criminal arrest or conviction records after the interview.

<b><u>Fiscal Impact</u></b>	Grant related?	NO	<b><u>Budget Account</u></b>
	Public Works?	NO	

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	Public Safety
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	sstopher@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		

**Additional Approvals**

<b><u>Purchasing</u></b>		



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

Employers may also consider criminal records if the conviction is related to significant job duties or otherwise allowed by law. The ordinance formally adopts into the municipal code the City's existing administrative policy on fair chance hiring, also including exceptions for public safety, serving vulnerable populations and confidential positions. Violations of this ordinance if a Class 1 Civil Infraction and can result in a \$261 fine for each occurrence.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## **ORDINANCE NO. C35564**

An ordinance establishing fair chance hiring requirements; prohibiting employers from advertising restrictions on job applicants based on arrest or conviction records or inquiring into arrest or conviction records until after interview; providing for limited exceptions; establishing penalties; and enacting new chapters 09.02 and 09.03 of the Spokane Municipal Code.

**WHEREAS**, the use of arrest and conviction records can help ensure public safety, as long as that use is clearly defined and balances the need for equal opportunity and personal privacy; and

**WHEREAS**, criminal background checks are, however, often over-broadly and indiscriminately used to determine the risk of hiring an employee; and

**WHEREAS**, African Americans are 3.6% of Washington's population, but account for nearly 19% of the state's prison population; and

**WHEREAS**, Native Americans are 1.5% of the state population, but account for 4.3% of the state's prison population; and

**WHEREAS**, economists estimate that by denying fair employment opportunities to people with criminal records, our nation's gross domestic product lost \$57 to \$65 billion in 2008; and

**WHEREAS**, in August 2014, the Mayor publicly asked the Civil Service Commission and the Human Resources Department to remove the box on City employment applications that asks about criminal history and to adopt hiring policies that consider applicants first based on qualification, not criminal history, and that provide an individual assessment of whether a particular criminal record is sufficiently related to the job sought to justify disqualification from employment; and

**WHEREAS**, during the 2017 legislative session, Sen. Baumgartner sponsored a state-wide "ban the box" proposal, which passed the Senate, but which was not enacted into law; and

**WHEREAS**, the City of Spokane will continue to advocate for a state-wide Fair Chance Hiring policy; and

**WHEREAS**, in October, 2017, Spokane County placed its own "ban the box" policy into effect for applicants for County employment; and

**WHEREAS**, when qualified job seekers with criminal records are given the opportunity to work, they add to the tax base and local economy, and will therefore be less reliant on public benefits and social services; and

**WHEREAS**, the U.S. Equal Employment Opportunity Commission (“EEOC”), to maximize compliance with federal anti-discrimination law, issued a guidance document in 2012 which found that blanket bans on job applicants based on criminal backgrounds have a disparate impact based on race and national origin, therefore potentially violating Title VII of the Civil Rights Act of 1964, and recommended delaying inquiry of a job applicant’s conviction history until after the conclusion of a job interview, considering the job-relatedness of the conviction, taking into account length of time since conviction, and providing an individualized assessment affording the opportunity to correct any inaccuracies and to submit evidence of mitigation or rehabilitation; and

**WHEREAS**, the 2012 EEOC guidance currently applies to all employers within the City of Spokane with fifteen or more employees and the City desires to apply application of the EEOC guidance to all private employers within the City in order to level the playing field for all employers and job applicants; and

**WHEREAS**, “banning the box,” and providing the opportunity for employment to those with criminal backgrounds who have paid their debt to society and are seeking re-entry to the work force will reduce recidivism and reduce the overall reliance on public assistance, as well as reducing the crime rate in Spokane and increasing the overall productivity of our workforce; and

**WHEREAS**, implementing this fair chance hiring ordinance will advance the City’s strategic goal of “creat[ing] a compassionate community so that all people can feel safe, empowered, and welcome”; and

**WHEREAS**, one way the City can meet its goal of increasing the median household income is to help more people get back to work, and this is a goal shared by the fair chance hiring ordinance; and

**WHEREAS**, fair chance hiring practices also help reduce recidivism, which will assist in the accomplishment of the City’s goal of reducing property crime and making Spokane the safest Washington city of its size; and

**WHEREAS**, finally, giving people the chance to get back to work after they have paid their debt to society increases our social capital, because it increases the productive capability, social responsibility, cohesion and trust across our community.

**NOW, THEREFORE**, the City of Spokane does ordain:



Section 1. That there is enacted a new chapter 09.02 of the Spokane Municipal Code to read as follows:

**Chapter 09.02 Fair Chance Hiring**

**Section 09.02.010 Findings**

The City of Spokane finds that many qualified job applicants who have some kind of criminal record simply cannot obtain employment due to early screening or advertising which excludes them from the applicant pool. Many individuals who have criminal records could show themselves to be both highly-qualified and well-suited for employment in an interview, yet many do not even reach that stage due to screening criteria which make those with criminal records immediately disqualified for work. People with criminal records who cannot find work are forced to rely on public assistance and may be more likely than those who can secure work to re-offend.

**Section 09.02.020 Purpose**

- A. The City of Spokane intends to ensure that people who have completed a sentence for a past criminal conviction are not forever branded as unworthy or unable to participate in the life of the community, a central part of which is the ability to compete for employment in Spokane.
- B. The City intends to ensure that all employers have clear guidance on when they can inquire about criminal records of job applicants, in an effort to provide predictability, certainty, and fairness to both employers and job applicants.
- C. The City intends to assure employers that they may still conduct criminal background checks necessary for their specific employment purposes, and sets certain minimum and non-intrusive standards for doing so.
- D. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City by its officers, employees or agents.
- E. Nothing in this chapter shall constitute or be construed to create a private right of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane municipal court.
- F. Nothing in this chapter shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights.

**Section 09.02.030 Definitions**

- A. "Arrest or Conviction Record" means any record or information about a citation or arrest for criminal conduct, including records relating to probable cause to arrest, and includes any record about a criminal or juvenile case filed with any court,

whether or not such a case resulted in a finding of guilt, has been vacated, or overturned on appeal.

- B. "Employment" means any occupation, vocation, job, or work for pay, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency; or any form of vocational or educational training, whether offered with or without pay.
- C. "Employer" means any individual, partnership, association, corporation, business trust, contractor, temporary staffing agency, training and apprenticeship program, job placement, referral and employment agency, or any person or group of persons acting directly or indirectly and within the city limits of Spokane, in the interest of an employer in relation to an employee; provided, however, that the term "employer" does not include: (i) the City of Spokane (which is covered under chapter 09.03, SMC); (ii) the United States, any agency or instrumentality of the United States, or any corporation wholly owned by the government of the United States; (iii) the State of Washington; (iv) Spokane County; or (v) any federally-recognized Indian tribe.
- D. "Otherwise qualified" means that the applicant meets the basic criteria for the position as set out in the advertisement or job description without taking into account the existence or absence of a criminal conviction or arrest record.

#### **Section 09.02.040 Applicability**

- A. This chapter does not apply:
  - 1. to any employer hiring an employee who will have unsupervised access to children under the age of eighteen, a vulnerable adult as defined in RCW 74.34.020(21), or a vulnerable person as defined in RCW 9.96A.060;
  - 2. to employers who are expressly permitted or required under any federal or Washington state law to inquire into, consider, or rely on information about an applicant's arrest or conviction record for employment purposes;
  - 3. to any General Authority Washington law enforcement agency as defined in RCW 10.93.020(1); or
  - 4. where criminal background checks are specifically permitted or required under state or federal law.
- B. Nothing in this chapter shall be construed to protect criminal conduct or interpreted or applied as imposing an obligation on the part of an employer to provide accommodations or job modifications in order to facilitate the employment or continued employment of an applicant with an arrest or conviction record or who is facing pending criminal charges.
- C. Nothing in this chapter prohibits an employer from declining to hire an applicant with a criminal record or from terminating the employment of an employee with a criminal record.

#### **Section 09.02.050 Prohibition**

- A. No employer shall:
  - A. advertise applicable employment openings in a way that excludes people with arrest or conviction records from applying, such as using advertisements which state “no felons,” “no criminal background,” or which otherwise convey similar messages;
  - B. include any question in an application for applicable employment, inquire orally or in writing, receive information through a criminal history background check, or otherwise obtain information about an employee’s arrest or conviction record until after the employee has participated in an in-person or video interview or received a conditional offer of employment;
  - C. use, distribute, or disseminate an employee’s arrest or conviction record except as required by law;
  - D. disqualify an employee from applicable employment solely because of a prior arrest or conviction unless the conviction is related to significant duties of the job or disqualification is otherwise allowed by this chapter; or
  - E. reject or disqualify an applicant for failure to disclose a criminal record prior to initially determining the applicant is otherwise qualified for the position.
- B. Nothing in this chapter prohibits an employer from inquiring into or obtaining information about a job applicant’s criminal conviction or arrest record or background, and considering the information received regarding such record after the conclusion of a job interview, and using such information in a hiring decision.

#### **Section 09.02.060 More Protective Employer Policies Unaffected**

Nothing in this chapter shall be construed or interpreted to prohibit or discourage an employer from adopting employment policies that are more protective to job applicants than the requirements of this chapter.

#### **Section 09.02.070 Penalty**

Violation of this chapter is a class 1 civil infraction.

#### **Section 09.02.080 Severability**

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision shall be deemed struck from this chapter and the remainder of the chapter shall continue unaffected.

#### **Section 09.02.090 Effect on other laws**

Nothing in this chapter shall be interpreted or applied to diminish or conflict with any requirements of state or federal law, including Title VII of the Civil Rights Act of 1964; the federal Fair Credit Reporting Act, 15 U.S.C. 1681, as amended; the Washington

State Fair Credit Reporting Act, chapter 19.182 RCW, as amended; the Washington State Criminal Records Privacy Act, chapter 10.97 RCW, as amended; and state laws regarding criminal background checks, including those relating to individuals with access to children or vulnerable persons, such as RCW 43.43.830, *et seq*, as amended. In the event of any conflict between this chapter and a requirement of state or federal law, the state or federal requirement shall supersede the requirements of this chapter.

Section 2. That there is enacted a new chapter 09.03 to the Spokane Municipal Code to read as follows:

**Chapter 09.03 Fair Chance Hiring Practices of the City of Spokane**  
**Section 09.03.010 Purpose and Intent**

The City of Spokane intends to ensure that its hiring practices for City employment provide applicants who have criminal arrest or conviction records an equal opportunity to obtain employment with the City. This chapter is intended to implement guidance first published by the Equal Employment Opportunity Commission (“EEOC”) over two decades ago and last updated in 2012, to ensure that the City of Spokane fully complies with federal law.

**Section 09.03.020 Statement of Policy**

- A. No person may be disqualified from employment with the City due solely, or in part, to the existence of a prior criminal arrest or conviction, or prior felony conviction that occurred within the past ten (10) years, unless the crime for which the individual was convicted directly relates to the job position sought.
- B. The City of Spokane’s use of applicant criminal arrest and conviction information will be based solely on the relationship between the past felony conviction and the potential risk to the City and its employees, residents, customers, and contractors.
- C. The City of Spokane will at all times comply with any federal or state law or regulation pertaining to background checks.

**Section 09.03.030 Applicability**

- A. This chapter does not apply to hiring practices conducted concerning the following City departments and job positions:
  - 1. The Spokane Police Department;
  - 2. Job positions requiring a limited police commission;
  - 3. Sworn positions in the Spokane Fire Department;
  - 4. Employees in job positions who have physical access to Criminal Justice Information Systems (“CJIS”) equipment, terminals, screens, interfaces, circuits, programs, manuals, codes, and/or data contained within CJIS;
  - 5. Job positions governed by the Washington Child Protection Act;

6. Positions involving the practice of law governed by the Washington Supreme Court or positions subject to federal or state background requirements; or
  7. Elected judges.
- B. Offers of employment for the following job positions shall be made contingent upon the completion of a criminal background check as mandated by state and/or federal law, the extent of which is to be determined by applicable law:
1. Positions with access to CJIS;
  2. Positions at City Water and Hydroelectric with unsupervised access to electric generating facilities;
  3. Positions that require a special police commission;
  4. Positions in a licensed day-care facility; and
  5. Positions that will have unsupervised access to (i) children under the age of sixteen, (ii) developmentally disabled persons, or (iii) vulnerable adults in facilities or operations that are licensed, relicensed, or contracted by the state of Washington.
- C. Offers of employment in the following job positions may, at the discretion of the applicable department head or the Mayor, be conditioned upon a criminal background check due to the City's interest in protecting City operations, residents, employees, contractors, and customers:
1. Senior leadership positions;
  2. Jobs requiring the handling of significant amounts of cash, generally, \$500 or more per week;
  3. Positions having access to confidential identity information which includes a name associated with a Social Security number, bank account information, credit card information, or other combination of information that could be used for identity theft or related criminal activity;
  4. Positions with unsupervised access to homes of residents;
  5. Positions with major fiduciary responsibilities; and
  6. Positions having broad, unsupervised access to City facilities after normal working hours.
- D. Each department shall be responsible for the cost of conducting criminal background checks for applicants for employment within that department.

#### **Section 09.03.040 Administrative Procedures**

The Human Resources Director shall promulgate any further administrative procedures consistent with, and required for the implementation of, this chapter. In the event of any conflict between this chapter and administrative procedures promulgated under the authority of this section, this chapter shall control.

Section 3. That section 01.05.170 of the Spokane Municipal Code is amended to read as follows:

#### **Section 01.05.170 Penalty Schedule – Business Regulations**

- A. For each subsequent violation by a person, the classification of infraction advances by one class. For each subsequent class 1 violation of the same prohibited activity after the first violation, the code enforcement officer and court (in the case of contested case hearings) are authorized to double the penalty imposed.
- B. Infraction/Violation Class.

<b>SMC</b>		<b>1.05.170</b>
<b>PENALTY SCHEDULE – BUSINESS REGULATIONS</b>		
<b>Infraction</b>		<b>Violation Class</b>
<b>General</b>		
SMC 4.04.020	Engaging in licensed activity without license	2
SMC 4.04.060	Failure to display license or insigne	3
SMC 8.01.070	Engaging in business without registration or	1
SMC 10.40.020	itinerant vendor license or permit	
SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3
SMC 8.12.060	No current list of amusement device locations	3
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
SMC 10.49.040	Owning, operating or maintaining a medical cannabis collective garden	1
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
Chapter 09.01 SMC	Violation of the earned sick and safe leave ordinance	1
Chapter 09.02 SMC	Violation of the fair chance hiring ordinance	1
<b>Fireworks</b>		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1

<b>Fire Code</b>		
IFC 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 4. That sections 1 and 3 of this ordinance shall be effective six months from the date of enactment and that section 2 shall be effective thirty days from enactment as stated in section 19(B) of the City Charter. Notwithstanding the foregoing, nothing in this ordinance prohibits an employer from voluntarily complying with sections 1 and 3 of this ordinance at any point in time earlier than the effective date stated in this section.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Mayor

Date

---

Effective Date



[Insert Your Logo Here]

## APPLICATION FOR EMPLOYMENT

[Insert Your Address Here]

### WE ARE AN EQUAL OPPORTUNITY EMPLOYER

All qualified applicants are considered regardless of race, religion, color, age, sex, sexual orientation, marital status, nationality, veteran status or disability.

### INSTRUCTIONS - PLEASE READ

This is a general employment application required for all jobs. As the hiring process continues, you may be asked to provide a more detailed survey of your qualifications as they relate to a specific job or an additional authorization for release of information.

PERSONAL INFORMATION		Today's Date	
Last Name		First Name	Initial
Other names used:		Dates used: from to	
Present Street Address			
City		State	Zip
Mailing Address (if different from above)			
City		State	Zip
Home Telephone Number ( )	Cell Phone Number ( )	Message Phone Number ( )	Email Address
Can you provide documentation that you may be lawfully employed in the U.S.? Yes ____ No ____			Are you at least 18 years of age? Yes ____ No ____
Have you applied here before? Yes ____ No ____ If yes, when?		Have you ever been employed by this company before? Yes ____ No ____	
If yes, dates of employment and in what position?			
Do any of your relatives or persons of your same household work here? If yes, please give their names.			
Position applied for:			Date you are available to start:
List other jobs you believe you may be qualified for:			
List any certificates or licenses you hold related to your qualifications for the work you seek:			

**PERSONAL INFORMATION (CONTINUED)**

How were you referred to us?		<input type="checkbox"/> Newspaper	<input type="checkbox"/> Website (name)
<input type="checkbox"/> Employee referral (name)	<input type="checkbox"/> Agency (name)	<input type="checkbox"/> Walk-in	<input type="checkbox"/> Other (explain)
Check if you are willing to accept regular work on: <input type="checkbox"/> Full Time <input type="checkbox"/> Temp/Seasonal <input type="checkbox"/> Day Shift <input type="checkbox"/> Night Shift <input type="checkbox"/> Weekends <input type="checkbox"/> Part Time <input type="checkbox"/> On Call <input type="checkbox"/> Evening Shift <input type="checkbox"/> Variable Shifts			
Can you stay late on short notice if required? Yes ____ No ____		Are you willing to relocate? Yes ____ No ____	
Any prior commitments which would require absence of more than a few hours in the next 12 months? Yes ____ No ____			
If yes, Please explain:			
Are you now, or do you expect to be engaged in any other business or employment? Yes ____ No ____			
If yes, Please explain:			

**EDUCATION**

	School Name, City, State	Graduated Y/N	Degree & Major	GPA
High School				
College/Univ.				
College/Univ.				
Trade/Other				
Scholastic honors achieved:				
Are you currently a student? Yes ____ No ____		If yes, school name, course of study, & portion completed:		
Outside activities while in school which you feel reflect your abilities:				
Plans for future education/training:				

EMPLOYMENT HISTORY				Start with PRESENT or most recent employer.			
Name of Organization				Employment Dates (month and year) From _____ To _____			
Type of Business or Industry							
Address			City		State		Zip
Supervisor Name and Title							
May we contact your current employer? Yes ____ No ____							
Phone Number				Email Address			
Your job title(s)							
Duties of position & skills used:							
Your starting pay: \$		Your ending pay: \$		Employment Status (FT, PT, contract):			
Reason for leaving							
Name of Organization				Employment Dates (Month and year) From _____ To _____			
Type of Business or Industry							
Address			City		State		Zip
Supervisor Name and Title							
Phone Number				Email Address			
Your job title(s)							
Duties of position & skills used:							
Your starting pay: \$		Your ending pay: \$		Employment Status (FT, PT, contract):			
Reason for leaving							
Name of Organization				Employment Dates (Month and year) From _____ To _____			
Type of Business or Industry							
Address			City		State		Zip
Supervisor Name and Title							
Phone Number				Email Address			

Your job title(s)		
Duties of position & skills used:		
Your starting pay: \$	Your ending pay: \$	Employment Status (FT, PT, contract):
Reason for leaving		

### **VOLUNTEER ACTIVITIES AND EXPERIENCE**

Describe your involvement in volunteer activities which may help assess your abilities. Please exclude those activities which may indicate your race, sex, national origin, disability status, age, religion, sexual orientation, color or ancestry.

--

### **OTHER SKILLS AND QUALIFICATIONS**

Please list any other skills, qualifications or experience pertinent to the career you seek. (e.g. - Computers, software, machines, tools, special certifications, etc.)

--

### **REFERENCES**

Please do not include family members.

Name	Relationship
Company	
Position/Title	
Phone Number	Email Address
Name	Relationship
Company	
Position/Title	
Phone Number	Email Address

Name	Relationship
Company	
Position/Title	
Phone Number	Email Address

## APPLICANT'S STATEMENT

I hereby affirm that the information provided on this application, and accompanying letters or resume, is true and complete.

I also agree and understand that any false or misleading information or significant omissions may disqualify me from consideration for employment or result in my dismissal if hired.

I authorize this employer to investigate my background thoroughly, and agree to assist in such investigation. I release and hold harmless, and promise not to claim damages from any of my prior employers listed above for providing information.

I agree to submit to any drug test that may be required by the employer. I understand that the refusal to submit to testing will result in my disqualification for employment with this organization.

I also understand that employment may be conditioned upon an investigation into criminal convictions on record with Local, State or Federal law enforcement authorities.

I understand that, if hired, my employment is not for any specific period or duration and is terminable at will by the employer or me at any time with or without cause or notice. I understand this application is NOT A CONTRACT.

I agree to present documentation proving my eligibility to work in the United States, and that failure to do so voids any offer of employment.

\_\_\_\_\_  
Applicant's Name (please print)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Today's date

## EMPLOYMENT APPLICATION

Equal Opportunity Employer

Thank you for your interest in working for us! Please review these important features of our hiring process:

1. Applications are accepted only when an opening within the organization exists.
2. Applications are active for 60 days or until the current hiring process is closed.
3. Applicants may be asked to review information about our mission, our high standards for employees and specific job requirements, and certify your understanding, before applying.
4. Hiring is a two way process - We encourage applicants to ask questions and will do our best to answer them.
5. Due to the volume of applications received, we cannot notify each and every applicant not selected. Only those selected for further interviews will be contacted.
6. In some cases, internal candidates are considered alongside external applicants.
7. This application does not guarantee an interview or offer of employment.
8. All job offers may be contingent on satisfactory completion of background investigation, drug screen and a fitness for duty assessment. Job offers are not final until confirmed in writing.
9. Our employees deserve the best co-workers possible. Therefore we reserve the right to hire the best qualified person for the job.

**Please initial and date after reading the hiring process above:** \_\_\_\_\_

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

11/06/2017

<u>Date Rec'd</u>	11/1/2017
<u>Clerk's File #</u>	ORD C35559
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 ORDINANCE RE TBD GOVERNANCE, POWERS, & OBLIGATIONS		

Agenda Wording

An ordinance relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.040, 8.16.060 and 8.16.070 of the Spokane Municipal Code.

Summary (Background)

This ordinance dissolves the TBD Governing Board with the City Council assuming those rights, powers, functions, & obligations. This ordinance modifies the functions and transportation improvements of the TBD to include the implementation and funding of transportation programs and improvements set forth in the six-year pavement maintenance program of the City's 2018-2023 six-year comprehensive street program including the implementation of its pedestrian program.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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 & Administration
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		

Additional Approvals

<u>Purchasing</u>		

## **ORDINANCE NO. C35559**

An ordinance relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.040, 8.16.060 and 8.16.070 of the Spokane Municipal Code.

WHEREAS, the City Council created the Transportation Benefit District (TBD) on October 10, 2011 pursuant to RCW 35.21.225 and chapter 36.73 RCW; and

WHEREAS, the purpose of the TBD is to provide adequate levels of funding for the implementation and funding of transportation improvements set forth in the six-year pavement maintenance program of the City's 2012-2017 six-year comprehensive street program including implementation of the pedestrian program of the City's 2012-2017 six-year comprehensive street program; and

WHEREAS, RCW 36.73.050 allows the City Council to modify or expand the functions, activities and/or transportation improvements proposed to be provided or funded by the TBD; and

WHEREAS, Chapter 36.74 RCW authorizes the City of Spokane to assume the rights, powers, functions and obligations of the TBD and to dissolve the TBD Governing Board; and

WHEREAS, it is the desire of the City Council to modify the functions and transportation improvements of the TBD to include the implementation and funding of transportation programs and improvements set forth in the six-year pavement maintenance program of the City's 2018-2023 six-year comprehensive street program including implementation of the pedestrian program of the City's 2018-2023 six-year comprehensive street program; and

WHEREAS, it is further the desire and intent of the City Council for the City to assume the rights, powers, functions and obligations of the City of Spokane TBD Governing Board pursuant to Chapter 36.74 RCW; and

WHEREAS, the City Council finds that modifying the functions and transportation improvements of the TBD as set forth in this ordinance is in the public interest; and

WHEREAS, the City Council determines that the public interest or welfare will be satisfied by the City assuming the rights, powers, functions and obligations of the TBD and otherwise vested in the TBD Governing Board.



**NOW THEREFORE**, the City of Spokane does ordain:

Section 1. That section 8.16.010 of the Spokane Municipal Code is amended as follows:

**Section 8.16.010 Purpose**

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation programs and improvements set forth in this chapter. The transportation programs and improvements shall include ~~((including))~~ ongoing transportation improvements of the City as set forth in the six-year pavement maintenance program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program ~~((and to include))~~ including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue for a six year period (2018 through 2023) as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program.

The transportation programs and improvements established in the 2012-2017 six-year comprehensive street program as set forth in ordinances nos. C-34648, C-34783 and C-34690 and approved for implementation by the TBD Governing Board during 2017 shall continue to be implemented through December 31, 2017.

Section 2. That section 8.16.040 of the Spokane Municipal Code is amended as follows:

**Section 8.16.040 Transportation Benefit District Governance ~~((Governing Board))~~**

A. Pursuant to Chapter 36.74 RCW, the City of Spokane assumes the rights, powers, functions and obligations of the City of Spokane Transportation Benefit District (TBD). The City shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW. The City Council shall assume the rights, powers, functions and obligations of the TBD previously held by the TBD Governing Board

B. The City Council adopts by reference the following resolutions established by the TBD Governing Board

1. TBD-RES 2011-02 regarding a material change policy pursuant to RCW 36.73.020(3) to address major plan changes that affect project delivery or the ability to finance the plan;
2. TBD-RES 2013-0001 regarding the establishment of the Citizens Transportation Advisory Board; and
3. TBD-RES 2011-0001 regarding the establishment of a twenty-dollar annual vehicle fee pursuant to RCW 36.73.065 and RCW 82.80.140.

~~((Consistent with RCW 36.73.020(3), the governing board of the TBD shall be the City of Spokane city council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW.~~

- A. ~~As required by RCW 36.73.160(1), the governing board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan.~~
- B. ~~The governing board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).~~
- C. ~~Meetings of the governing board shall be governed by the procedural rules applicable to the meetings of the city council. Governing board actions shall be taken in the same manner and follow the same procedure as for the adoption of resolutions by the city council. Meetings of the governing board shall, whenever possible, take place on the same dates scheduled for city council meetings.~~
- D. ~~The first action of the governing board shall be to nominate and elect a chair who shall preside over all meetings of the governing board.))~~

~~((E))~~ C. Consistent with RCW 36.73.020(4), the city treasurer shall be the ex officio treasurer of the TBD.

Section 3. That section 8.16.060 of the Spokane Municipal Code is amended to read as follows:

### **Section 8.16.060 Transportation Improvements Funded**

- A. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make ~~((annual))~~ transportation improvements that are consistent with existing state, regional, ~~((or))~~ and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The funds shall be used

specifically for ~~((annual))~~ improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six-year pavement maintenance program element of the City 's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program, a copy of which is attached and to include the allocation of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program.

- B. The transportation improvements funded by the TBD shall be made in an effort to reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.
- C. The transportation improvements funded by the district shall be made on an annual basis not to exceed the six-year time period of the 2012-2017 six-year comprehensive street program. Transportation improvement projects shall be completed on an annual basis as funding is made available. The district shall not be obligated to continue the operation and existence of the district for the full six years if the ~~((governing board))~~ City Council elects to dissolve the district pursuant to chapter 36.73 RCW.
- D. The TBD projects may be amended in accordance with the material change policy described in SMC 8.16.040 and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

Section 4. That section 08.16.070 of the Spokane Municipal Code is amended to read as follows:

#### **Section 8.16.070 Dissolution of District**

- A. The TBD shall be dissolved when all transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six-year pavement maintenance program and the pedestrian program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program have been completed; all indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.
- ~~B. The TBD shall be dissolved at the end of 2015 if the City has not adopted a Pedestrian Master Plan. The action dissolving the TBD shall include the TBD Governing Board instructing the Washington State Department of Licensing to discontinue collecting the annual twenty dollar per vehicle fee effective January~~

~~1, 2016. All remaining funds received during 2015 shall be expended on projects previously approved by the TBD Governing Board and the City Council.))~~

((C))B. In addition to the automatic dissolution of the district as set forth above in subsection A, the ~~((governing board))~~ City Council reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# Agenda Sheet for City Council Meeting of: 10/23/2017

<b>Date Rec'd</b>	10/10/2017
<b>Clerk's File #</b>	FIN 2017-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	CRYSTAL 625-6369 MARCHAND
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0410 - SET BUDGET HEARINGS

## **Agenda Wording**

Setting the hearings for review of the 2018 Proposed Budget beginning Monday, October 30, 2017 and continuing thereafter at the regular Council Meetings during the month of November.

## **Summary (Background)**

As part of the annual budget process, the City Council will hold public hearings on the proposed 2018 Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on October 30, 2017 and are currently scheduled to continue each Monday during the month of November. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	tdunivant@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jdclark@spokanecity.org
<b><u>Additional Approvals</u></b>		cmarchand@spokanecity.org
<b><u>Purchasing</u></b>		



**Agenda Sheet for City Council Meeting of:**  
11/20/2017

<b>Date Rec'd</b>	11/7/2017
<b>Clerk's File #</b>	ORD C35565
<b>Renews #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CRYSTAL 625-6369	<b>Project #</b>	
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Final Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0410 - 2018 BUDGET ADOPTION		

**Agenda Wording**

Adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2018, providing it shall take effect immediately upon passage.

**Summary (Background)**

The City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2017.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		DUNIVANT, TIMOTHY		<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		MARCHAND, CRYSTAL		<b><u>Other</u></b>	
<b><u>Finance</u></b>		DOVAL, MATTHEW		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		DALTON, PAT		tdunivant@spokanecity.org	
<b><u>For the Mayor</u></b>		DUNIVANT, TIMOTHY		cmarchand@spokanecity.org	
<b><u>Additional Approvals</u></b>			jdclark@spokanecity.org		
<b><u>Purchasing</u></b>				mhughes@spokanecity.org	
				gcooley@spokanecity.org	

## **ORDINANCE NO. C35565**

An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2017; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2017, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2018 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2018, as set forth in the document attached hereto and entitled, "2018 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2018 Annual Budget, be and the same is, hereby fixed, determined and adopted; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2018 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council \_\_\_\_\_.

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney