

## **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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). 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.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. 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:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. 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.

- c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
- 2. 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.
  - 3. 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



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 8, 2018

### 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 KATE BURKE

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for December 18, 2017:

User Name: **COS Guest**

Password: **qP439nKb**

Please note the space in user name. Also, both user name and password are case sensitive

## 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**

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# **ADMINISTRATIVE SESSION**

**Roll Call of Council**

# **CONSENT AGENDA**

## **REPORTS, CONTRACTS AND CLAIMS**

## **RECOMMENDATION**

- |   |                |                              |
|---|----------------|------------------------------|
| 1. Intergovernmental Agreement between the County of Spokane and the City regarding Commute Trip Reduction Implementation.  | Approve        | OPR 2018-0003                |
| 2. Low Bids of:   | Approve<br>All |                              |
| a. Holt Services, Inc. (Edgewood, WA) for Havana Well Field—\$1,199,088 (plus tax). An administrative reserve of \$119,908.80 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (East Central Neighborhood) |                | OPR 2018-0004<br>ENG 2016142 |
| b. T. LaRiviere Equipment & Excavation, Inc. (Athol, ID) for Central Avenue Well #2 Rehabilitation—\$995,429.30 (plus tax). An administrative reserve of \$99,542.93, which is 10% of the contract price (plus tax), will be set aside. |                | OPR 2018-0005<br>ENG 2016133 |

3. Amendment to Contract with Historical Research Associates, Inc. (Missoula, MT) for Cultural Resource consultant On-Call Services—increase of \$300,000. Total Contract Amount: \$600,000. (Various Neighborhoods) Approve OPR 2016-0848  
ENG 2016196
4. Report of the Mayor of pending: Approve & Authorize Payments CPR 2018-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 29, 2017, total \$28,536,984.54, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$24,386,455.48. CPR 2018-0003
- b. Payroll claims of previously approved obligations through December 16, 2017, 2017: \$6,414,605.77. CPR 2018-0003
- c. Payroll claims of previously approved obligations through December 30, 2017, 2017: \$6,981,965.59. CPR 2018-0003
5. City Council Meeting Minutes: TBD-November 20, 2017, December 11, 2017, December 14, 2017 and December 18, 2018. Approve All CPR 2018-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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**COUNCIL COMMITTEE REPORTS**

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

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**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).

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**LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0001      Supporting the City of Spokane's revamped snow response plan for the 2017-18 winter and encouraging community members to collaborate with the City to keep the community moving during winter weather events.
- RES 2018-0002      Appointing City Council members to boards, committees, and commissions for 2018.

- RES 2018-0003      Declaring an Emergency and authorizing the City's Fire Department to  
OPR 2018-0006      contract with Bauer Compressors (Livermore, CA), in lieu of public  
                         bidding, for the purchase of two Bauer Breathing Air  
                         Compressors—estimated cost \$160,000 (incl. tax).
- ORD C35572      Relating to special budget ordinances; amending SMC sections  
                         7.08.010, 7.09.015 and 8.19.030.
- ORD C35574      Relating to the Spokane Employees' Retirement System amending  
                         Spokane Municipal Code Sections 3.05.020, 3.05.025, 3.05.030,  
                         3.05.040, 3.05.050, 3.05.070, 3.05.120, 3.05.130, 3.05.160, 3.05.165,  
                         3.05.166, 3.05.168, 3.05.170, 3.05.180, 3.05.190, 3.05.210, 3.05.260,  
                         3.05.270, 3.05.275 and adopting a new section 3.05.167 to chapter 3.05  
                         of the Spokane Municipal Code.

## **NO FIRST READING ORDINANCES**

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### **SPECIAL CONSIDERATIONS**

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

#### **RECOMMENDATION**

- |     |   |                     |            |
|-----|---|---------------------|------------|
| S1. | Consideration of Mayoral Veto of Ordinance C35571<br>(Spokane Fair Elections Code). | Council<br>Decision | ORD C35571 |
|-----|---|---------------------|------------|

(Note: Override of veto requires 5 affirmative votes)

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## **NO HEARINGS**

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### **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 January 8, 2018, Regular Legislative Session of the City Council will be held and then City Council is adjourned until January 22, 2018.



**Note:** The regularly scheduled City Council Meeting for Tuesday, January 16, 2018 has been canceled. (There is no meeting on Monday, January 15, 2018 due to the recognized observance of Martin Luther King Jr. Day).

**Note:** The January 22, 2018, 6:00 p.m. Legislative Session will be a Town Hall Session held in City Council Chambers.

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## NOTES

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

01/08/2018

<u>Date Rec'd</u>	12/26/2017
<u>Clerk's File #</u>	OPR 2018-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PLANNING
<u>Contact Name/Phone</u>	KEVIN FREIBOTT 625-6184
<u>Contact E-Mail</u>	KFREIBOTT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0650 - CTR IMPLEMENTATION BETWEEN CITY AND COUNTY OF SPOKANE

**Agenda Wording**

An Intergovernmental Agreement between the County of Spokane and the City of Spokane regarding Commute Trip Reduction (CTR) Implementation.

**Summary (Background)**

WA State mandates that the City and County implement a Commute Trip Reduction (CTR) program for all major employers to promote a reduction in the miles traveled by commuting employees. The State has allocated \$211,731 to the City of Spokane to implement its CTR plan for the next two years. Since 1994 the County has implemented the City's CTR plan in exchange for the City's share of the allocated funds. The County is proposing an updated agreement to extend this arrangement for 2 years.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	KEY, LISA	<u>Study Session</u>
<u>Division Director</u>	KEY, LISA	<u>Other</u>
		Urban Development Committee - December 11, 2017
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	kfreibott@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	lkey@spokanecity.org
<u>Additional Approvals</u>		jmallahan@spokanecity.org
<u>Purchasing</u>		sbishop@spokanecity.org
		jrichman@spokanecity.org
		kschmitt@spokanecity.org
		lyamamoto@spokanecounty.org

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Planning and Development Services (NBS Division)
<b>Subject:</b>	Commute Trip Reduction Interlocal Agreement - Renewal
<b>Date:</b>	November 27, 1017
<b>Author (email &amp; phone):</b>	Kevin Freibott, x6184, <a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Development
<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)	Comp Plan: Chapter 4 – TR4.a “Implement the city’s and county’s Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) plan.”
<b>Strategic Initiative:</b>	Sustainability, Transportation Choices, Regional Collaboration
<b>Deadline:</b>	December 29, 2017
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Signed Intergovernmental Agreement
<p><b>Background/History:</b> <i>This is the latest iteration of a biennial intergovernmental agreement between the County and the City for the provision of Commute Trip Reduction (CTR) services required under RCW 70.94.527. Each two years the Washington State Department of Transportation (WSDOT) issues funds to the County and through them to the City for the performance of certain actions relating to employers in the City that employ 50 or more people. The amount of funds is dependent on the number of such employers in the City in a given two-year period.</i></p> <p><i>For reference, the last few agreements have concerned the following amounts:</i></p> <p style="margin-left: 40px;">2015: \$214,387 2013: \$225,287 2011: \$194,510</p> <p><i>Every two years, historically, the City has signed an intergovernmental agreement with the County, granting those funds back to the County in exchange for their conducting the required CTR duties on the City’s behalf. The County’s agent in these actions, Ms. LeAnn Yamamoto, operates a dedicated program for these kinds of activities and has both the expertise and the capacity to conduct the required actions.</i></p>	
<p><b>Executive Summary:</b></p> <p><i>The proposed intergovernmental agreement would do the following:</i></p> <ul style="list-style-type: none"> <li>• <i>The County representative, Ms. Yamamoto, will conduct the 28 required actions (see Attachment A of the attached contract);</i></li> <li>• <i>The City will:</i> <ul style="list-style-type: none"> <li>• <i>Provide to the County any proposed amendments to the CTR Plan and Ordinance (there are none at this time);</i></li> <li>• <i>Provide to the County copies of any CTR-related amendments to parking ordinances prior to public review (similarly, none are proposed at this time);</i></li> <li>• <i>Implement a CTR Program for City employees (already underway as an ongoing program);</i></li> <li>• <i>Provide to the County the \$211,731 upon issuance of the same funds to the City by</i></li> </ul> </li> </ul>	

WSDOT.

*Were the City to change this ongoing relationship and keep the \$211,731, the City would be required to conduct the 28 required actions; requiring at least a full-time person as well as other financial and material assets. Conversely, the County has an ongoing successful program, staff with the capability and expertise to conduct these activities, and the capacity to perform them on our behalf. Furthermore, there is some value related to economy of scale involved when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.*

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) *Net zero financial impact.*

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

**INTERGOVERNMENTAL AGREEMENT**  
**Between Spokane County and the City of Spokane**  
**Regarding Commute Trip Reduction Implementation**

**THIS AGREEMENT**, made and entered by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the Washington State Legislature has adopted legislation codified in RCW 70.94.521 through 555, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

**WHEREAS**, RCW 70.94.527 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

**WHEREAS**, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

**WHEREAS**, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70.94.521-555.

**WHEREAS**, Spokane County has entered into an agreement with the WSDOT under Agreement No. GCB2761, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

**WHEREAS**, pursuant to the provisions of RCW 70.94.527 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction Plans and Ordinances; and

**WHEREAS**, Spokane County has allocated \$211,731.00 to the City from the Agreement No. GCB2761 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70.94.527 (5), the parties hereto do mutually agree as follows:

**Section 1: PURPOSE**

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive \$367,001 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive \$211,731.00 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

**Section 2: DURATION**

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 2019

**Section 3: TERMINATION**

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. GCB2761, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

#### **Section 4: DESIGNATION OF ADMINISTRATOR**

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

#### **Section 5: ACQUISITION/DISPOSITION OF PROPERTY**

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

#### **Section 6: COMPLIANCE WITH LAWS**

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

#### **Section 7: NOTICES**

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee  
City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

COUNTY: Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 8: HEADINGS**

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

**Section 9: MODIFICATION**

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

**Section 10: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

**Section 11: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.



The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **Section 12: ANTI-KICKBACK**

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

#### **Section 13: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **Section 14: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

### **Section 15: SEVERABILITY**

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

### **Section 16: RCW 39.34 REQUIRED CLAUSES**

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF SPOKANE

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

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

\_\_\_\_\_  
Chair

Title: \_\_\_\_\_

\_\_\_\_\_  
Vice Chair

Approved by:

\_\_\_\_\_  
Commissioner

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit I**

### **Funding Allocation Methodology**

RCW 70.94.544 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities in July 1, 2017 through June 30, 2019 is based on the decision taken by the CTR Board at its June 19, 2017 meeting. At that meeting, the CTR board passed a motion to continue the existing funding policy and grant the same allocation from the previous biennium to implementers in the 2017-2019 biennial allocation.

**ATTACHMENT "A"**  
**STATEMENT OF WORK**

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW 70.94.537(2)(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70.94.521-551. Report contents include:
  - a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;

- b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
  - c. Updated list of affected employers and worksites (electronic);
  - d. Total number of worksites by jurisdiction;
  - e. List of sites which have applied for exemptions or modifications;
- 22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
- 23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by Washington State Department of Transportation.
- 24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.
- 25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.
- 26. Assist WSDOT with CTR evaluation.
- 27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70.94.521-555.
- 28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

**ATTACHMENT "B"**  
**STATEMENT OF WORK**

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70.94.521-555.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70.94.544.



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

01/08/2018

<u>Date Rec'd</u>	12/21/2017
<u>Clerk's File #</u>	OPR 2018-0004
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2016142
<u>Bid #</u>	
<u>Requisition #</u>	CR18783

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	LOW BID AWARD - HOLT SERVICES, INC.

**Agenda Wording**

Low Bid of Holt Services, Inc. (Edgewood, WA) for Havana Well Field - \$1,199,088.00 plus tax. An administrative reserve of \$119,908.80 plus tax, which is 10% of the contract price plus tax, will be set aside. (East Central Neighborhood Council)

**Summary (Background)**

On December 11, 2017 bids were opened for the above project. The low bid was from Holt Services, Inc. in the amount of \$1,199,088.00, which is \$542,433.00 or 31.15% under the Engineer's Estimate; two other bids were received as follows: Yellow Jacket Drilling Services, Inc., - \$1,445,533.00; and OKeefe Drilling company, Inc. - \$1,591,551.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 1,435,068.52	# 4340 42300 94000 56501 15753
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 11/27/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mhughes@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		publicworksaccounting@spokanecity.org	

## BRIEFING PAPER

Public Infrastructure, Environment & Sustainability Committee

Engineering Services

November 27, 2017

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### **Subject:**

Havana Well Field (2016142)

### **Background:**

The Havana Well Field project consists of drilling six wells on the city owned parcel at the southeast corner of Havana Street and 6th Avenue (just inside Spokane Valley limits). A subsequent project, scheduled for 2019, will install the pumps and associated piping, building and electrical and connect it all to the city's existing transmission mains in Havana Street. This project only drills the wells.

### **Impact**

This project will temporarily block 7th Avenues connection to Havana Street (east side of Havana Street) and will shift traffic on 8th Avenue southward due to discharge pipe routing. Both of these impacts to traffic are in and have been approved by Spokane Valley.

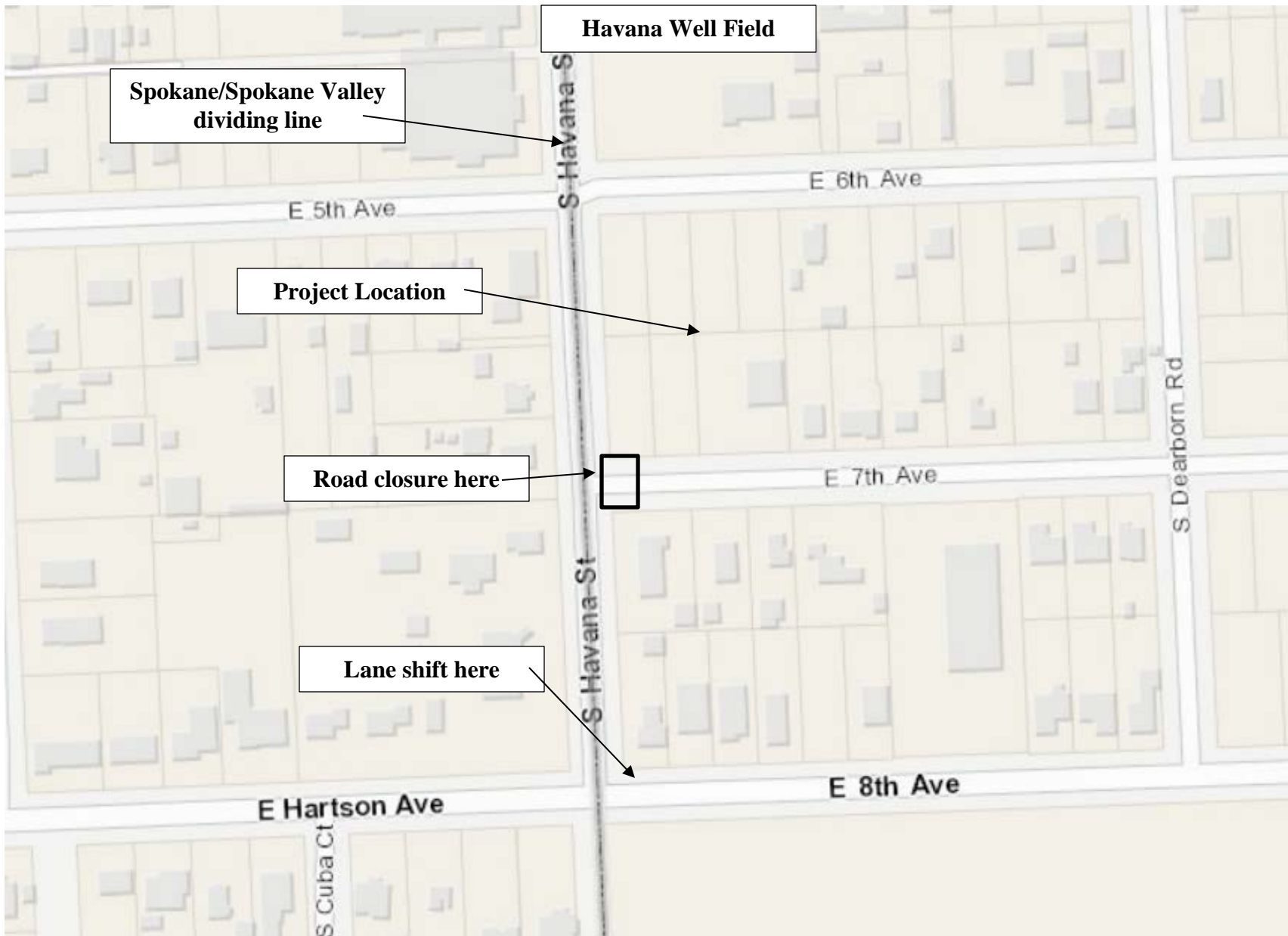
Work on this project will occur in spring/summer 2018.

### **Action**

This project is on ad now with bids scheduled to open on December 4, 2017. We plan to put this project on council agenda shortly thereafter.

### **Funding**

Engineer's estimate for this project is \$1.7M. This project is paid with local funds.



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

**Project Number:** 2016142

**Project Description** Havana Well Drilling

**Funding Source** Local

**Preparer** Oanh Delgado

**Original Date** 10/20/2017 8:30:02 AM

**Update Date** 12/11/2017 1:51:10 PM

**Addendum**

<b>Project Number: 2016142</b>			<b>Engineer's Estimate</b>		Holt Services Inc		Yellow Jacket Drilling Services LLC		Okeefe Drilling Company Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

101	MOBILIZATION AND DEMOBILIZATION	1 LS	*****	150,000.00	*****	80,000.00	*****	139,000.00	*****	125,000.00
102	EROSION AND SEDIMENT CONTROL	1 LS	*****	25,000.00	*****	8,617.00	*****	48,600.00	*****	45,000.00
103	TURBIDITY REDUCTION AND WATER MANAGEMENT CONTROL	1 LS	*****	25,000.00	*****	7,426.00	*****	34,450.00	*****	22,000.00
104	TRAFFIC CONTROL	1 LS	*****	12,500.00	*****	11,274.00	*****	10,875.00	*****	20,000.00
105	TYPE III BARRICADE	9 EA	50.00	450.00	304.00	2,736.00	250.00	2,250.00	800.00	7,200.00
106	SPILL PREVENTION AND CONTROL	1 LS	*****	4,500.00	*****	3,320.00	*****	1,000.00	*****	12,000.00
107	REMOVE AND REPLACE MANHOLE CONE	1 LS	*****	20,000.00	*****	16,834.00	*****	19,400.00	*****	50,000.00
108	CONDUCTOR BOREHOLE DRILLING	120 LF	700.00	84,000.00	443.00	53,160.00	1,008.00	120,960.00	700.00	84,000.00
109	CONDUCTOR CASING AND SURFACE SEAL	120 LF	435.00	52,200.00	246.00	29,520.00	212.00	25,440.00	600.00	72,000.00
110	8-INCH PILOT BOREHOLE DRILLING	510 LF	245.00	124,950.00	95.00	48,450.00	72.00	36,720.00	125.00	63,750.00
111	26-INCH BOREHOLE REAMING	510 LF	1,050.00	535,500.00	839.00	427,890.00	890.00	453,900.00	600.00	306,000.00
112	26-INCH BOREHOLE DRILLING	90 LF	1,200.00	108,000.00	977.00	87,930.00	1,090.00	98,100.00	550.00	49,500.00
113	26-INCH DRIVE SHOE	6 EA	2,100.00	12,600.00	588.00	3,528.00	1.00	6.00	1,800.00	10,800.00
114	DRIVE SHOE CUT	6 EA	7,500.00	45,000.00	150.00	900.00	1.00	6.00	100.00	600.00

<b>Project Number: 2016142</b>			<b>Engineer's Estimate</b>		Holt Services Inc		Yellow Jacket Drilling Services LLC		Okeefe Drilling Company Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

115	FURNISH AND INSTALL 24-INCH CASING	588 LF	115.00	67,620.00	230.00	135,240.00	175.00	102,900.00	250.00	147,000.00
116	FURNISH AND INSTALL 24-INCH SCREEN	150 LF	450.00	67,500.00	408.00	61,200.00	345.00	51,750.00	1,000.00	150,000.00
117	WELL DEVELOPMENT - AIR JETTING AND SURGING	72 HR	675.00	48,600.00	586.00	42,192.00	860.00	61,920.00	600.00	43,200.00
118	WELL DEVELOPMENT - TEST PUMP	48 HR	375.00	18,000.00	352.00	16,896.00	515.00	24,720.00	600.00	28,800.00
119	PLUMBNESS AND ALIGNMENT TESTING	6 EA	2,500.00	15,000.00	1,660.00	9,960.00	2,150.00	12,900.00	2,500.00	15,000.00
120	WELL VIDEO SURVEY	6 EA	2,200.00	13,200.00	1,043.00	6,258.00	1,600.00	9,600.00	2,000.00	12,000.00
121	WELL DISINFECTION	6 EA	2,750.00	16,500.00	1,078.00	6,468.00	1,000.00	6,000.00	5,000.00	30,000.00
122	WELL SURFACE COMPLETION	6 EA	2,250.00	13,500.00	1,859.00	11,154.00	1,450.00	8,700.00	5,500.00	33,000.00
123	STANDBY TIME	48 HR	550.00	26,400.00	150.00	7,200.00	275.00	13,200.00	500.00	24,000.00
124	AUTHORIZED HOURLY WORK	48 HR	650.00	31,200.00	250.00	12,000.00	430.00	20,640.00	650.00	31,200.00
125	FURNISH, INSTALL AND REMOVE TEST PUMP	6 EA	22,500.00	135,000.00	10,020.00	60,120.00	8,850.00	53,100.00	20,000.00	120,000.00
126	FURNISH, INSTALL AND REMOVE DISCHARGE PIPE	1 LS	*****	25,000.00	*****	23,274.00	*****	25,175.00	*****	45,000.00
127	TEST PUMPING	48 HR	350.00	16,800.00	360.00	17,280.00	515.00	24,720.00	550.00	26,400.00
128	MW-1 WELL DECOMMISSIONING (METHOD A)	1 LS	*****	7,500.00	*****	637.00	*****	6,000.00	*****	3,600.00
129	TW-1 WELL DECOMMISSIONING (METHOD A)	1 LS	*****	20,000.00	*****	7,621.00	*****	13,750.00	*****	5,200.00
130	MW-1 WELL DECOMMISSIONING (METHOD B)	1 LS	*****	5,000.00	*****	1.00	*****	6,000.00	*****	3,600.00
131	TW-1 WELL DECOMMISSIONING (METHOD B)	1 LS	*****	15,000.00	*****	1.00	*****	13,750.00	*****	5,700.00
132	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

**Schedule Totals**

1,741,521.00

1,199,088.00

1,445,533.00

1,591,551.00

Project Number            2016142            Havana Well Drilling

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,741,521.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,741,521.00
Holt Services Inc	1,199,088.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,199,088.00
Yellow Jacket Drilling S	1,445,533.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,445,533.00
Okeefe Drilling Compa	1,591,551.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,591,551.00

Low Bid Contractor:    Holt Services Inc

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$1,304,607.75	\$1,894,774.85	31.15 % Under Estimate
Bid Totals	\$1,304,607.75	\$1,894,774.85	31.15 % Under Estimate

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

01/08/2018

<u>Date Rec'd</u>	12/26/2017
<u>Clerk's File #</u>	OPR 2018-0005
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016133
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18743
Agenda Item Name	0370 - LOW BID AWARD - T. LARIVIERE EQUIPMENT & EXCAVATION, INC.		

Agenda Wording

Low Bid of T. LaRiviere Equipment & Excavation, Inc. (Athol, ID) for Central Avenue Well #2 Rehabilitation - \$995,429.30 plus tax. An administrative reserve of \$99,542.93, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

On December 4, 2017 bids were opened for the above project. The low bid was from T. LaRiviere Equipment & Excavation, Inc. in the amount of \$995,429.30, which is \$14,199.70 or 12.9% under the Engineer's Estimate; three other bids were received as follows: Award Construction, Inc. - \$1,034,486.00; Clearwater Construction Management - \$1,044,007.89; and DW Excavating, Inc. - \$1,079,798.00. One non-responsive bid was received from Moreno & Nelson Construction.

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

Expense	\$ 1,191,329.79	# 4340 42300 94000 56501 15729
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals

<u>Dept Head</u>	TWOHIG, KYLE
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<u>Division Director</u>	SIMMONS, SCOTT M.
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<u>Finance</u>	HUGHES, MICHELLE
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<u>Legal</u>	RICHMAN, JAMES
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<u>For the Mayor</u>	DUNIVANT, TIMOTHY
----------------------	-------------------

<u>Additional Approvals</u>	kkeck@spokanecity.org
-----------------------------	-----------------------

<u>Purchasing</u>	htrautman@spokanecity.org
-------------------	---------------------------

	publicworksaccounting@spokanecity.org
--	---------------------------------------

	mdoval@spokanecity.org
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Council NotificationsStudy Session

<u>Other</u>	PIES 11/27/17
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Distribution List

Engineering Admin

kgoodman@spokanecity.org

kkeck@spokanecity.org

htrautman@spokanecity.org

publicworksaccounting@spokanecity.org

mdoval@spokanecity.org

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

**Project Number:** 2016133

**Project Description** Central Avenue Well #2 Rehabilitation

**Original Date** 8/17/2017 1:12:08 PM

**Funding Source** Local

**Update Date** 12/4/2017 1:54:17 PM

**Preparer** Rashel Richard

**Addendum**

<b>Project Number: 2016133</b>			<b>Engineer's Estimate</b>		T LaRiviere Equipment & Excavation Inc.		Award Construction, Inc._		Clearwater Construction & Management	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

101	RECORD DRAWINGS	1 LS	*****	5,000.00	*****	5,000.00	*****	2,000.00	*****	800.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	905.00	*****	1,000.00	*****	1,200.00	*****	300.00
104	POTHOLING	2 EA	650.00	1,300.00	550.00	1,100.00	400.00	800.00	350.00	700.00
105	MOBILIZATION	1 LS	*****	85,000.00	*****	95,000.00	*****	80,000.00	*****	77,400.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	7,000.00	*****	5,200.00	*****	26,000.00	*****	3,800.00
107	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	12,000.00	*****	2,500.00	*****	2,400.00	*****	3,000.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	5,000.00	*****	3,000.00	*****	5,300.00
109	REMOVE EXISTING CURB	24 LF	40.00	960.00	12.00	288.00	11.00	264.00	29.17	700.08
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27 SY	16.00	432.00	15.00	405.00	36.00	972.00	51.85	1,399.95
111	SAWCUTTING CURB	2 EA	300.00	600.00	150.00	300.00	35.00	70.00	50.00	100.00
112	SAWCUTTING RIGID PAVEMENT	24 LFI	3.50	84.00	6.00	144.00	1.00	24.00	4.17	100.08
113	SAWCUTTING FLEXIBLE PAVEMENT	800 LFI	1.50	1,200.00	1.00	800.00	1.00	800.00	0.63	504.00
114	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	2,500.00	2,500.00	1,000.00	1,000.00	700.00	700.00	900.00	900.00



<i>Project Number:</i> <b>2016133</b>			<i>Engineer's Estimate</i>		T LaRiviere Equipment & Excavation Inc.		Award Construction, Inc_		Clearwater Construction & Management	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall NOT be included in unit prices					
115	EXCAVATION AND SITE GRADING	1 LS	*****	25,000.00	*****	15,000.00	*****	13,000.00	*****	47,100.00
116	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	400.00	800.00	250.00	500.00	130.00	260.00	350.00	700.00
117	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	233 SY	70.00	16,310.00	46.10	10,741.30	45.00	10,485.00	57.51	13,399.83
118	PAVEMENT REPAIR EXCAVATION INCL. HAUL	233 SY	35.00	8,155.00	30.00	6,990.00	50.00	11,650.00	21.03	4,899.99
119	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	400.00	1,200.00	300.00	900.00	225.00	675.00	833.33	2,499.99
120	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	70.00	700.00	75.00	750.00	50.00	500.00	100.00	1,000.00
121	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	75.00	750.00	75.00	750.00	70.00	700.00	200.00	2,000.00
122	TRENCH SAFETY SYSTEM	1 LS	*****	4,000.00	*****	2,500.00	*****	8,500.00	*****	2,800.00
123	PLUGGING EXISTING PIPE	3 EA	269.00	807.00	200.00	600.00	250.00	750.00	966.67	2,900.01
124	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,500.00	*****	2,500.00	*****	2,000.00	*****	800.00
125	SITE PIPING	1 LS	*****	230,000.00	*****	156,642.00	*****	155,000.00	*****	168,500.00
126	ESC LEAD	1 LS	*****	3,000.00	*****	5,000.00	*****	600.00	*****	300.00
127	INLET PROTECTION	3 EA	125.00	375.00	125.00	375.00	75.00	225.00	200.00	600.00
128	SILT FENCE	200 LF	5.00	1,000.00	7.50	1,500.00	5.00	1,000.00	4.50	900.00
129	CEMENT CONCRETE CURB	24 LF	125.00	3,000.00	25.00	600.00	45.00	1,080.00	29.17	700.08
130	CEMENT CONCRETE DRIVEWAY	14 SY	700.00	9,800.00	80.00	1,120.00	145.00	2,030.00	35.71	499.94
131	CEMENT CONCRETE SIDEWALK	14 SY	500.00	7,000.00	80.00	1,120.00	125.00	1,750.00	35.71	499.94
132	WELL FACILITY DEMOLITION	1 LS	*****	210,000.00	*****	125,000.00	*****	40,000.00	*****	81,200.00
133	LEAD BASE PAINT ADDITIONAL WORK	1 LS	*****	10,000.00	*****	5,000.00	*****	13,000.00	*****	2,800.00

<b>Project Number: 2016133</b>			<b>Engineer's Estimate</b>		T LaRiviere Equipment & Excavation Inc.		Award Construction, Inc_		Clearwater Construction & Management	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

134	REMOVE EXISTING MONUMENT	1 LS	*****	500.00	*****	275.00	*****	550.00	*****	200.00
135	LANDSCAPING	1 LS	*****	9,500.00	*****	23,460.00	*****	23,500.00	*****	28,600.00
136	LANDSCAPE GRADING	1 LS	*****	7,500.00	*****	7,015.00	*****	17,500.00	*****	8,600.00
137	IRRIGATION SYSTEM	1 LS	*****	7,750.00	*****	10,350.00	*****	22,500.00	*****	12,600.00
138	WELL BUILDING	1 LS	*****	200,000.00	*****	257,830.00	*****	297,000.00	*****	255,900.00
139	ELECTRICAL BUILDING IMPROVEMENTS	1 LS	*****	5,000.00	*****	12,200.00	*****	18,500.00	*****	28,000.00
140	BUILDING PIPING AND PLUMBING	1 LS	*****	145,000.00	*****	125,000.00	*****	153,000.00	*****	157,200.00
141	HVAC	1 LS	*****	70,000.00	*****	65,683.00	*****	86,500.00	*****	80,000.00
142	ELECTRICAL (GENERAL)	1 LS	*****	40,000.00	*****	38,290.00	*****	34,000.00	*****	43,803.00
<b>Schedule Totals</b>				1,142,629.00		995,429.30		1,034,486.00		1,044,007.89

<b>Project Number: 2016133</b>			<b>Engineer's Estimate</b>		DW Excavating, Inc_					
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

101	RECORD DRAWINGS	1 LS	*****	5,000.00	*****	4,800.00	*****	0.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	905.00	*****	135.00	*****	0.00	*****	0.00
104	POTHOLING	2 EA	650.00	1,300.00	480.00	960.00	0.00	0.00	0.00	0.00
105	MOBILIZATION	1 LS	*****	85,000.00	*****	58,000.00	*****	0.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	7,000.00	*****	6,000.00	*****	0.00	*****	0.00
107	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	12,000.00	*****	2,600.00	*****	0.00	*****	0.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	3,300.00	*****	0.00	*****	0.00
109	REMOVE EXISTING CURB	24 LF	40.00	960.00	16.00	384.00	0.00	0.00	0.00	0.00
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27 SY	16.00	432.00	10.00	270.00	0.00	0.00	0.00	0.00
111	SAWCUTTING CURB	2 EA	300.00	600.00	24.00	48.00	0.00	0.00	0.00	0.00
112	SAWCUTTING RIGID PAVEMENT	24 LFI	3.50	84.00	2.00	48.00	0.00	0.00	0.00	0.00
113	SAWCUTTING FLEXIBLE PAVEMENT	800 LFI	1.50	1,200.00	0.25	200.00	0.00	0.00	0.00	0.00
114	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	2,500.00	2,500.00	930.00	930.00	0.00	0.00	0.00	0.00
115	EXCAVATION AND SITE GRADING	1 LS	*****	25,000.00	*****	10,100.00	*****	0.00	*****	0.00
116	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	400.00	800.00	1,800.00	3,600.00	0.00	0.00	0.00	0.00
117	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	233 SY	70.00	16,310.00	43.00	10,019.00	0.00	0.00	0.00	0.00
118	PAVEMENT REPAIR EXCAVATION INCL. HAUL	233 SY	35.00	8,155.00	35.00	8,155.00	0.00	0.00	0.00	0.00
119	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	400.00	1,200.00	900.00	2,700.00	0.00	0.00	0.00	0.00

<b>Project Number: 2016133</b>			<b>Engineer's Estimate</b>		DW Excavating, Inc_					
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

120	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	70.00	700.00	39.00	390.00	0.00	0.00	0.00	0.00
121	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	75.00	750.00	62.00	620.00	0.00	0.00	0.00	0.00
122	TRENCH SAFETY SYSTEM	1 LS	*****	4,000.00	*****	2,000.00	*****	0.00	*****	0.00
123	PLUGGING EXISTING PIPE	3 EA	269.00	807.00	240.00	720.00	0.00	0.00	0.00	0.00
124	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,500.00	*****	1,350.00	*****	0.00	*****	0.00
125	SITE PIPING	1 LS	*****	230,000.00	*****	156,000.00	*****	0.00	*****	0.00
126	ESC LEAD	1 LS	*****	3,000.00	*****	700.00	*****	0.00	*****	0.00
127	INLET PROTECTION	3 EA	125.00	375.00	83.00	249.00	0.00	0.00	0.00	0.00
128	SILT FENCE	200 LF	5.00	1,000.00	5.17	1,034.00	0.00	0.00	0.00	0.00
129	CEMENT CONCRETE CURB	24 LF	125.00	3,000.00	56.00	1,344.00	0.00	0.00	0.00	0.00
130	CEMENT CONCRETE DRIVEWAY	14 SY	700.00	9,800.00	115.00	1,610.00	0.00	0.00	0.00	0.00
131	CEMENT CONCRETE SIDEWALK	14 SY	500.00	7,000.00	105.00	1,470.00	0.00	0.00	0.00	0.00
132	WELL FACILITY DEMOLITION	1 LS	*****	210,000.00	*****	167,777.00	*****	0.00	*****	0.00
133	LEAD BASE PAINT ADDITIONAL WORK	1 LS	*****	10,000.00	*****	6,800.00	*****	0.00	*****	0.00
134	REMOVE EXISTING MONUMENT	1 LS	*****	500.00	*****	350.00	*****	0.00	*****	0.00
135	LANDSCAPING	1 LS	*****	9,500.00	*****	25,250.00	*****	0.00	*****	0.00
136	LANDSCAPE GRADING	1 LS	*****	7,500.00	*****	18,750.00	*****	0.00	*****	0.00
137	IRRIGATION SYSTEM	1 LS	*****	7,750.00	*****	23,800.00	*****	0.00	*****	0.00
138	WELL BUILDING	1 LS	*****	200,000.00	*****	324,334.00	*****	0.00	*****	0.00

<i>Project Number:</i> <b>2016133</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall NOT be included in unit prices					
139	ELECTRICAL BUILDING IMPROVEMENTS	1 LS	*****	5,000.00	*****	15,600.00	*****	0.00	*****	0.00
140	BUILDING PIPING AND PLUMBING	1 LS	*****	145,000.00	*****	108,500.00	*****	0.00	*****	0.00
141	HVAC	1 LS	*****	70,000.00	*****	66,200.00	*****	0.00	*****	0.00
142	ELECTRICAL (GENERAL)	1 LS	*****	40,000.00	*****	42,700.00	*****	0.00	*****	0.00
<i>Schedule Totals</i>				1,142,629.00		1,079,798.00		0.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,142,629.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,142,629.00
T LaRiviere Equipment	995,429.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	995,429.30
Award Construction, In	1,034,486.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,034,486.00
Clearwater Constructio	1,044,007.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,044,007.89
DW Excavating, Inc.	1,079,798.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,079,798.00

Low Bid Contractor: T LaRiviere Equipment & Excavation Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,083,027.08	\$1,243,180.35	12.88	% Under Estimate
Bid Totals	\$1,083,027.08	\$1,243,180.35	12.88	% Under Estimate

## BRIEFING PAPER

Public Infrastructure, Environment & Sustainability Committee  
Engineering Services  
November 27, 2017

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### Subject:

Central Avenue Well #2 Upgrade (2016133)

### Background:

This project replaces the existing 50+ year old submersible motor, pumps and below ground vault with an above ground building and vertical turbine line shaft pumps. Vertical turbine line shaft pumps have above ground motors which are easier and less expensive to maintain and last longer than submersible motors. An above ground building in which to do maintenance is both safer and cleaner than the existing below ground vault which are now discouraged by the Washington State Department of Health.

Please refer to attached exhibits.

### Impact:

This project is in a residential neighborhood. Because the building is relatively tall due to the height of the above ground pump motors, an architect was employed to ensure that the proposed building fit within its context. The building will match that constructed for Well #1 earlier this year.

As part of the public outreach effort, neighbors were given the opportunity to review the architectural drawings and were, without exception, pleased with what they saw.

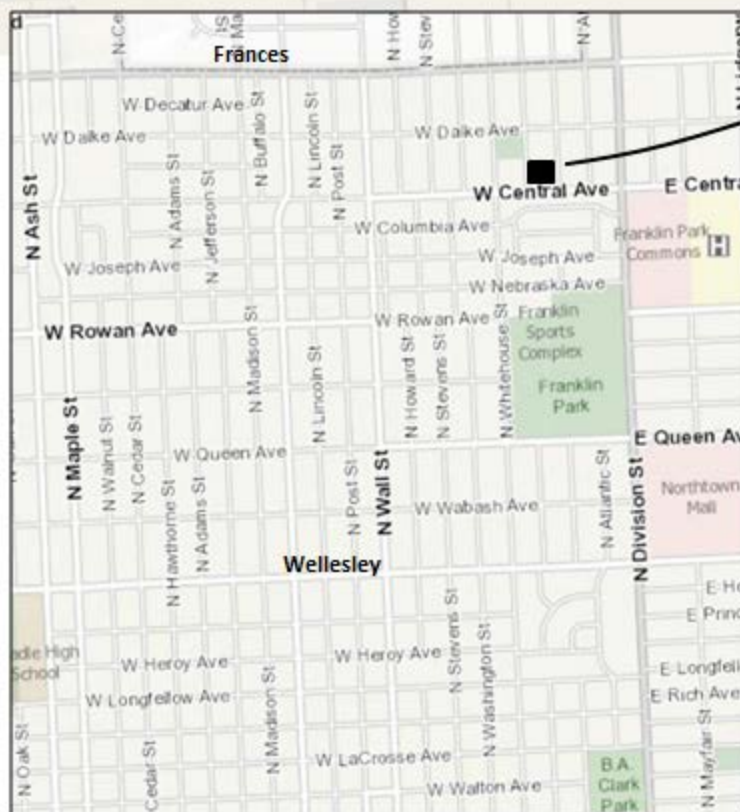
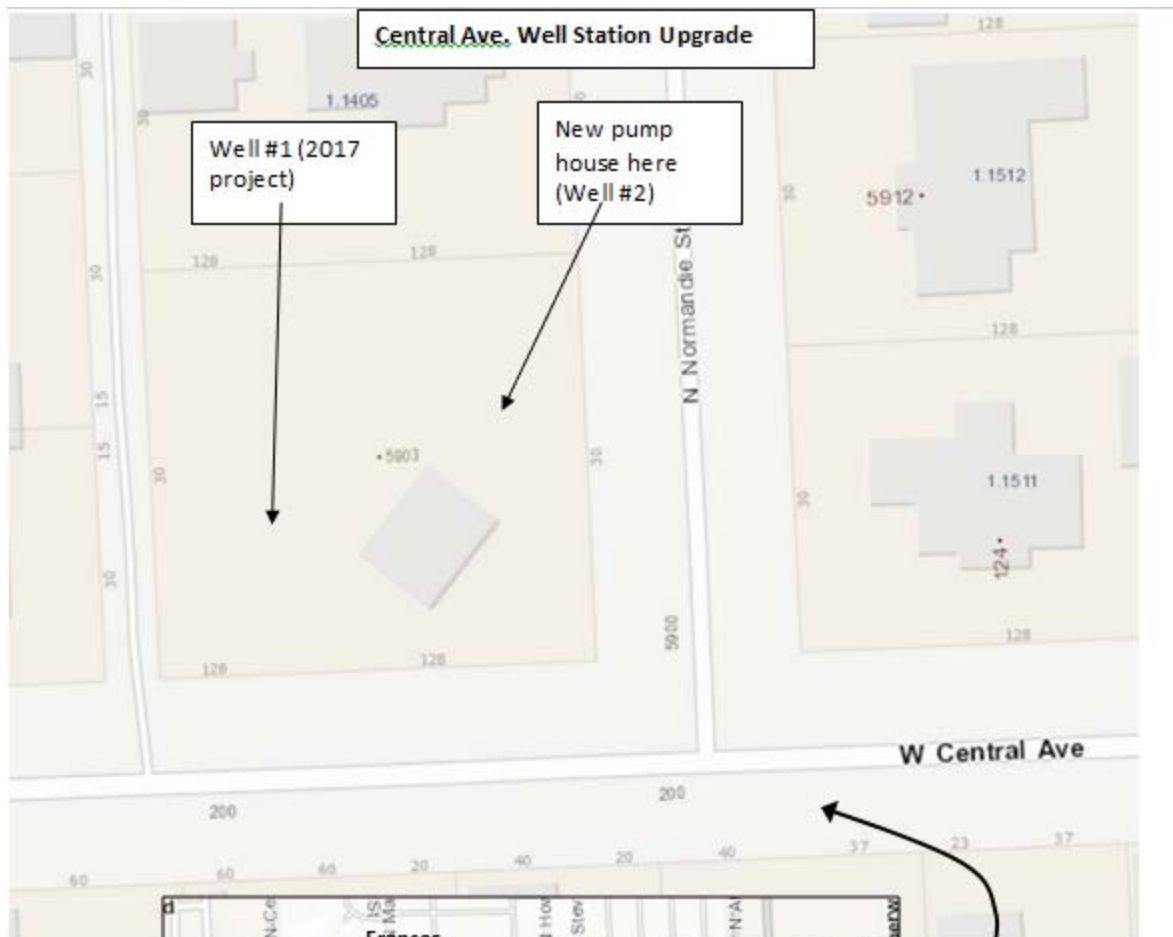
Down well removal is proposed to begin this winter while the aquifer level is low. Project completion is expected in fall of 2018.

### Action:

This project is on ad now with bids scheduled to open on December 4, 2017. We plan to put this project on council agenda shortly thereafter.

### Funding:

The engineer's estimate is \$1.1M. This project is paid with state loan funding.







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

01/08/2018

<u>Date Rec'd</u>	12/26/2017
<u>Clerk's File #</u>	OPR 2016-0848
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016196
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - CULTURAL RESOURCE CONSULTANT-ON CALL-HRA, INC.		

Agenda Wording

Amendment with Historical Research Associates, Inc. for Cultural Resource consultant On-Call Services. The amendment is to increase the amount of the contract by \$300,000 for a total of \$600,000. (Various Neighborhood Councils)

Summary (Background)

The original contract amount is \$300,000 which began in November, 2016. This increase will take us through the remaining life of the contract.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 300,000.00		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> Finance and Admin
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dbuller@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>		mdoval@spokanecity.org

## Briefing Paper

### Finance and Administration

<b>Division &amp; Department:</b>	Public Works, Engineering Services
<b>Subject:</b>	Contract Amount Increase
<b>Date:</b>	12-5-17
<b>Author (email &amp; phone):</b>	Dan Buller <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>City Council Sponsor:</b>	Amber Waldref
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract increase approval
<b>Background/History:</b> Engineering Services proposes to increase the contract amount for the existing on-call contract with Historic Research Associates (HRA) for cultural resources research, exploration and monitoring. This contract's term began 11-1-16 in the amount of \$300,000 and has an initial two year contract term with an optional 1 year extension when the initial term expires on 10-31-18.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Funds expended under this contract are paid by individual public works projects undertaken by the Public Works Division.</li> <li>Each public works project gets a budget and task assignment for the cultural resource work to be done for that project under this contract.</li> <li>We are requesting a contract amount increase of \$300,000 to take us through the remaining life of the contract.</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: 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: Known challenges/barriers:	

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

01/08/2018

<u>Date Rec'd</u>	12/22/2017
<u>Clerk's File #</u>	RES 2018-0001
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 6714
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 2017-18 SNOW PLAN RESOLUTION

Agenda Wording

This resolution is intended to align with and support the COS 2017-18 snow plan. (North Hill Neighborhood)

Summary (Background)

After heavy snow during the 2016-17 Season, Administration and Council took a joint look at what the COS can do to deliver better during the upcoming winter season. This resolution aims to support the work that was done by all to improve the City's response during a snow event and better educate the public on their role in maintaining a safe community for all.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
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> Urban Development
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

## Briefing Paper

### Urban Development

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	2017-18 City of Spokane Snow Plan Resolution
<b>Date:</b>	12/11/2017
<b>Contact (email &amp; phone):</b>	Breean Beggs, <a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES, Urban Development
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	This resolution is intended to align with and support the COS 2017-18 snow plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	N/A
<b>Outcome:</b>	

#### Background/History:

After heavy snow during the 2016-17 Season, Administration and Council took a joint look at what the COS can do to deliver better during the upcoming winter season. This resolution aims to support the work that was done by all to improve the City's response during a snow event and better educate the public on their role in maintaining a safe community for all.

#### Executive Summary:

- Offers council support of the 2017-18 Snow Response Plan with recommended changes based on community feedback and encourages ongoing review to continue to refine the plan;
- Encouraging, but not requiring, community members to park on the odd side of the street when snow is on the ground or in the forecast;
- Educating community members that recreational vehicles, boats and trailers must be moved to winter storage locations or face removal;
- Educating community members that vehicles must be moved from downtown streets between midnight and 6a on snow days or they will be towed;
- Emphasizing education of SMC requiring sidewalks to be cleared of snow, and continuing to enforce code requirements by citation when necessary, but not pursuing an abatement remedy at this time;
- Assisting community members in finding snow removal assistance using 311 representatives;
- Committing to the City clearing all sidewalks on property owned by COS or Parks
- Advocating for a pilot project for existing staff to clear sidewalks in collaboration with Spokane Schools on previously-identified routes near schools on a limited basis without charging residents

#### Budget Impact:

TOTAL COST: Awaiting cost estimate for new snow blower for ONS

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

#### Operations Impact:

Consistent with current operations/policy? ☐ Yes ☒ No ☐ N/A

Requires change in current operations/policy? ☒ Yes ☐ No ☐ N/A

Specify changes required: Clearing of sidewalks on identified routes to schools

Known challenges/barriers:

## **RESOLUTION NO. 2018-0001**

A Resolution supporting the City of Spokane's revamped snow response plan for the 2017-18 winter and encouraging community members to collaborate with the City to keep the community moving during winter weather events.

**WHEREAS**, the official snow season for the City of Spokane is designated as Nov. 15 to March 15; and

**WHEREAS**, during this snow season, the City monitors weather conditions 24 hours a day to ensure a fast response; and

**WHEREAS**, the City of Spokane is committed to facilitating the movement of people and goods on the City's transportation system during the winter months and enhancing safety for residents and visitors; and

**WHEREAS**, the City's Street Department has revamped its approach to snow response for the 2017-18 winter in response to community member feedback; and

**WHEREAS**, the updated Snow Response Plan features a number of changes including more plowing, sooner, particularly in residential neighborhoods; more equipment and people available for snow removal; quicker completion of a full-City plow during heavier snowfalls; piloting of new equipment to minimize driveway berms, and a greater emphasis on plowing snow away from sidewalks to make sidewalk clearing easier; and

**WHEREAS**, the City also will enhance communications with community members and businesses about snow response efforts to strengthen the community's preparedness and response to winter conditions; and

**WHEREAS**, additionally, responding to snow conditions effectively requires a strong collaboration between the City of Spokane and its community members; and

**WHEREAS**, community members have important duties and roles to help ensure safe travel to school, work, and throughout the City during snow, particularly around parking and sidewalk snow removal.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council supports the City's revamped Snow Response Plan for the 2017-18 winter and encourages ongoing review of snow response efforts to continue to refine the plan; and

**BE IT FURTHER RESOLVED** that the City Council is encouraging but not requiring community members to park on the odd side of the street in residential areas as practicable when there is snow on the ground or in the forecast; and

**BE IT FURTHER RESOLVED** that during snow season community members must move recreational vehicles, boats and trailers to appropriate winter storage locations in advance of the snow season; and must remove cars from downtown streets between midnight and 6 a.m. on snow days or they will be towed in order to allow effective snow plowing downtown; and

**BE IT FURTHER RESOLVED** that the City staff will emphasize education but continue to enforce Spokane Municipal Code requirements to keep sidewalks sufficiently clear from snow and ice so that wheelchairs and pedestrians are not forced into the street; and

**BE IT FURTHER RESOLVED** that the City Council is requesting community members to clear a 36-inch path (either on their sidewalks or across the frontage of their properties where no sidewalk exists) to allow pedestrians to travel safely off the street with a goal of completion by 9 a.m. the day after a snowfall and to assist others in doing the same; and

**BE IT FURTHER RESOLVED** that 311 customer service representatives and the City of Spokane website will support community members in finding assistance in removing snow from their sidewalks by directing them to the Better Business Bureau's list of recommended vendors and charitable organizations; and

**BE IT FURTHER RESOLVED** that the City will lead by example in promptly clearing all sidewalks and/or 36 inch pathways on property owned by the City or Parks Department that fronts city streets; and

**BE IT FURTHER RESOLVED** that the City shall use existing staff in a pilot project to clear sidewalks on the public right of way in collaboration with the school district at no charge to residents on designated safe routes to schools that have not been cleared by residents and business owners; and that City staff will provide written notices at properties that they have abated that explains the pilot project, the cost of clearing that property's sidewalk, the duty of owners and residents to do so in the future and the possibility of future citations and civil fines, and potential vendors and charitable organizations that can assist them, and that City Council will allocate funds to provide snow blowers and pay actual staff costs for this purpose; and that there is no expectation that all designated safe routes to school will be cleared under this pilot project; and

**BE IT FURTHER RESOLVED** that no later than July 1, 2018 the City shall prepare a report in collaboration with school officials regarding the cost and effectiveness of sidewalk abatement on designated public right of ways along safe routes to schools so that City Council may consider whether there is a need to expand and charge for snow abatement in future years.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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City Clerk

Approved as to form:

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Assistant City Attorney

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

01/08/2018

<u>Date Rec'd</u>	12/26/2017
<u>Clerk's File #</u>	RES 2018-0002
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 6258	<u>Project #</u>	
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - APPOINTING COUNCIL MEMBERS TO BOARDS, COMMITTEES AND		

Agenda Wording

A resolution appointing City Council members to boards, committees, and commissions for 2018.

Summary (Background)

As a part of their Council duties, City Council members serve on a wide array of boards, committees, and commissions, some of which are inter-governmental boards or committees. The Council rules and provisions of the Spokane Municipal Code require that the Council make appointments to those boards and commissions annually, by resolution. This annual resolution appoints Council members to those various boards and commissions.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	various
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		

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



## RESOLUTION NO. 2018-0002

A resolution appointing City Council members to boards, committees, and commissions for 2018.

**WHEREAS**, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

**WHEREAS**, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

**WHEREAS**, Section 02.005.010(D)(6) of the Spokane Municipal Code provides that standing committee membership shall be determined at the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council; and

**WHEREAS**, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

**BE IT ALSO RESOLVED** that subsequent changes to the appointments on the attached list approved by this resolution may be approved by motion of the Council motion.

Passed by the City Council this \_\_\_\_ day of January, 2018.

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City Clerk

Approved as to form:

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Assistant City Attorney

Committee/Board	2018 Proposed
Urban Experience	Chair: Ben Stuckart Vice: Karen Stratton
Finance and Admin	Chair: Candace Mumm Vice: Kate Burke
Public Infrastructure and Sustainability	Chair: Breean Beggs Vice: Mike Fagan
Public Safety & Community Health	Chair: Lori Kinnear Vice: Karen Stratton
Parks Board	Mike Fagan
Park Board Exec Committee	Lori Kinnear, Ben Stuckart
Library Board	Kate Burke
Planning Commission	Lori Kinnear
Planning Commission - Transportation Sub.	Lori Kinnear
Airport Board	Ben Stuckart
**Airport Board PDA	Ben Stuckart
Priority Spokane Board	Karen Stratton
Board of Health	Karen Stratton, Breean Beggs, Kate Burke
Visit Spokane	Breean Beggs
** Lodging Tax	Breean Beggs
** Lodging Tax 1.3%	Breean Beggs
Police Pension	Ben Stuckart, Lori Kinnear
Fire Pension	Ben Stuckart, Candace Mumm
Spokane Employees Retirement Board	Candace Mumm
Community Health and Human Services	Karen Stratton, Mike Fagan
Arts Fund	Karen Stratton
Human Rights Commission	Kate Burke
Aging and Long Term Care	Mike Fagan, Karen Stratton
Growth Management Act Steering Committee	Breean Beggs, Candace Mumm, Kate Burke
Spokane Regional Solid Waste Liaison Board	Mike Fagan
Spokane Transit Authority (STA)	Lori Kinnear, Candace Mumm
STA Central City Line	Lori Kinnear
Spokane Regional Transportation Council	Kate Burke, Lori Kinnear
University District PDA	Ben Stuckart
Parking Advisory Committee	Breean Beggs, Lori Kinnear
Investment Committee	Candace Mumm
COPS	Karen Stratton
DSP (Downtown Spokane Partnership)	Lori Kinnear
The Yard PDA	Mike Fagan
Spokane Regional Law and Justice	Breean Beggs
Local Emergency Planning	Mike Fagan
Red Light Allocation	Breean Beggs, Mike Fagan, Candace Mumm
911 Integrated Response Committee	Lori Kinnear
Legislative Liaison	Candace Mumm, Breean Beggs, Kate Burke
21st Century Workforce (Equity)	Candace Mumm, Kate Burke, Karen Stratton
Docketing	Candace Mumm, Karen Stratton, Ben Stuckart
Mayor's Economic Advisory Committee	Rotate
Community Assembly	Rotate

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

01/08/2018

<u>Date Rec'd</u>	12/26/2017
<u>Clerk's File #</u>	RES 2018-0003 OPR 2018-0006
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	GSA CONTRACT
<u>Requisition #</u>	RE #18810

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	DAVE STOCKDILL 435-7080
<u>Contact E-Mail</u>	DSTOCKDILL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	1970 - EMERGENCY RESOLUTION FOR FIRE PURCHASE OF BAUER AIR COMPRESSORS

**Agenda Wording**

Approve Emergency Resolution for the purchase of two (2) Bauer Breathing Air Compressors from Bauer Compressors(Livermore, CA) accessing an already competed contract through GSA Contract #GS-07F-195GA - estimated expenditure - \$160,000.00 incl. tax.

**Summary (Background)**

Both of Spokane Fire Department's unique breathing air compressors are non-serviceable and inoperable. The FD had budgeted for the replacement of the compressors in the SIP budget, however now that both have failed the need has become urgent. Providing clean, tested breathing air in the SFD's Self-Contained Breathing Air is a necessity for the life safety of our employees. The process of refilling and quality of SCBA breathing air is regulated by the State (L&I) and Federal Agencies (NIOSH).

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

Expense	\$ 160,000.00	# 5901-79125-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	SCHAEFFER, BRIAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SCHAEFFER, BRIAN	<b><u>Other</u></b>	PSC 12/4/17
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	DSTOCKDILL	
<u>Additional Approvals</u>		TAXES & LICENSES	
<b><u>Purchasing</u></b>	PRINCE, THEA		

RESOLUTION NO. 2018-0003

A resolution declaring an emergency and authorizing the Fire Department to contract with Bauer Compressors (Livermore CA) for the purchase of Self-Contained Breathing Air Compressors accessing GSA Contract #GS-07F-195GA for a large portion of the purchase and in lieu of public bidding for one of the compressors, and

WHEREAS, The Fire Department's sole two (2) stationary air compressors were deemed antiquated and unreliable by the Fire Chief and in imminent danger of failure; and

WHEREAS, Self-Contained Breathing Air is critical for firefighter's health and effectiveness while operating in immediately dangerous to life and health (IDLH) environments; and

WHEREAS, the continued use of the antiquated and unreliable equipment will result in delays of safely refilling breathing air; and

WHEREAS, the costs for the equipment were already budgeted in the Fire Chief's SIP Plan; and

WHEREAS, pursuant to SMC 07.06.180, the City Council by resolution may waive public bid requirements for purchases, public works and services in the event of an emergency; and

WHEREAS, an urgency and emergency does exist. –

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that staff is hereby authorized to contract with Bauer Compressors (Livermore, CA) in lieu of public bidding for the necessary replacement of one (1) of the breathing air compressors and accessing GSA Contract #GS-07F-195GA for the necessary replacement of the other breathing air compressor and accessories at a cost not to exceed \$160,000.00.

Adopted this \_\_\_\_\_ day of January, 2018.

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City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

ORD C35572

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 SPECIAL BUDGET ORDINANCE CODE CLEAN-UP ORDINANCE

Agenda Wording

An ordinance relating to special budget ordinances; amending SMC sections 7.08.010, 7.09.015 and 8.19.030.

Summary (Background)

This proposed ordinance updates the Spokane Municipal Code to reflect the new language "Special" Budget Ordinance instead of "Emergency" Budget Ordinance.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance &amp; Admin

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

## ORDINANCE NO. C35572

An ordinance relating to special budget ordinances; amending SMC sections 7.08.010, 7.09.015 and 8.19.030.

The City of Spokane does ordain:

Section 1. That SMC Section 7.08.010 is amended to read as follows:

### **7.08.010 General Fund Established**

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
  1. At each and every budget cycle commencing with year 2001 and every year thereafter, an amount from the unappropriated general fund balance at each such year-end shall be appropriated to the contingency reserve account.
  2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing budget year in accordance with standard ((emergency)) special budget ordinance procedures.
- C. The targeted funding level within the contingency reserve account shall initially be ten percent of budgeted general fund expenditures.
  1. The City shall, on a best efforts basis, take such steps necessary to meet the targeted funding level no later than December 31, 2008, and each year thereafter.
  2. During each budget cycle, the chief financial officer shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's six-year general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.
- D. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures and are to be governed by the following criteria:
  1. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
  2. Unforeseen emergency threatening health and/or safety of the citizens; or

3. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
  4. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
- E. Appropriation from the contingency reserve account is by the standard ~~((emergency))~~ special budget ordinance procedure.
- F. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance.
1. At each and every budget cycle commencing with year 2007 (for the 2008 budget) and every year thereafter, amounts from the unappropriated general fund balance shall be appropriated to the revenue stabilization account until such time the account is funded to the targeted funding level as listed in this section.
  2. Additional funds may be added to the revenue stabilization account during the ensuing budget year in accordance with standard ~~((emergency))~~ emergency budget ordinance procedures.
  3. The initial targeted funding level within the revenue stabilization account shall be three and one-half percent of budgeted general fund revenues.
    - a. The City shall, on a best efforts basis, take such steps necessary to meet the initial targeted funding level no later than April 30, 2008, and each year thereafter.
    - b. Annually during each budget cycle, the chief financial officer shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's six-year general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
    - c. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council to meet the following criteria:
      - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and

- ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
- iii. The revenue shortfall is reasonably expected to persist for a period no longer than three years. A revenue shortfall expected to persist beyond three years shall be directly addressed in the current annual budget process through long-term budget measures.
- d. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
- e. Appropriation from the revenue stabilization account is by enactment of an ordinance pursuant to standard procedures except that the ordinance shall be passed by a vote of one more than a majority of the council except where an appropriation is already included in the regularly adopted annual budget.

Section 2. That SMC section 7.09.015 is amended to read as follows:

**7.09.015 Personnel/Position Transfers**

- A. Transfer of all classified personnel shall be accomplished pursuant to the City's civil service rules.
- B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.
- C. Inter-departmental transfers of job positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, [SMC 07.15.005](#), and chapter 35.33, RCW, shall not occur unless the City Council approves an ((emergency)) special budget ordinance to accomplish the transfer.

Section 3. That SMC section 8.19.030 is amended to read as follows:

**8.19.030 Permitted Use of Funds**

- A. No asset forfeiture funds may be expended beyond the purposes allowed under applicable state and federal law and may not supplant existing funding.
- B. Asset forfeiture funds under the control of the Police Department may only be spent by appropriation and approval of the Spokane City Council under its applicable policies for approving budgets and expenditures.



- C. The City Council will not approve spending of any asset forfeiture funds absent a request by the Chief of Police. The Chief of Police may request expenditure of asset forfeiture funds as part of the preparation and submission of the annual budget to City Council or by requesting approval of an ~~((emergency))~~ special budget ordinance.

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:**

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	ORD C35574
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	RETIREMENT
<u>Contact Name/Phone</u>	PHILLIP TENCICK 6336
<u>Contact E-Mail</u>	PTENCICK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	6100 SMC 03.05 AMENDMENTS

**Agenda Wording**

An ordinance relating to the City of Spokane Employees' Retirement System; amending SMC sections 03.05.020, 03.05.025, 03.05.030, 03.05.040, 03.05.050, 03.05.060, 03.05.070, 03.05.080, 03.05.120, 03.05.130, 03.05.160, 03.05.165, 03.05.166, 03.05.167, 03.05.168, 03.05.170, 03.05.180, 03.05.200, 03.05.210, 03.05.260, 03.05.275.

**Summary (Background)**

Changes to SMC 03.05 to add the Tier 4 (Rule of 90) agreed to by the bargaining units. Additionally, there are housekeeping changes through SMC 03.05.

<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>	TENCICK, PHILLIP
<u>Division Director</u>	
<u>Finance</u>	CLINE, ANGELA
<u>Legal</u>	DALTON, PAT
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	

## ORDINANCE NO. C35574

An ordinance relating to the Spokane Employees' Retirement System amending Spokane Municipal Code Sections 03.05.020, 03.05.025, 03.05.030, 03.05.040, 03.05.050, 03.05.070, 03.05.120, 03.05.130, 03.05.160, 03.05.165, 03.05.166, 03.05.168, 03.05.170, 03.05.180, 03.05.190, 03.05.210, 03.05.260, 03.05.270, 03.05.275 and adopting a new section 03.05.167 to chapter 03.05 of the Spokane Municipal Code.

--Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 03.05.020 is amended.

### Section 03.05.020 Definitions

- A. "Accumulated contributions" means the sum of all normal contributions deducted from the compensation of a member, and in-lieu payments of employees' contributions by the City, standing to the credit of the member's individual account, together with contribution interest as established pursuant to SMC 4.14.070(D)(1) compounded ~~quarterly~~monthly.
- B. "Annuity" means payments derived from contributions made by a member as provided in SMC 3.05.190.
- C. "Beneficiary" means any person in receipt of a pension, annuity, retirement allowance, disability allowance, or any other benefit provided in this chapter and chapter 4.14 SMC.
- D. "Board" means "board of administration" as provided in chapter 4.14 SMC.
- E. "City" means the City of Spokane.
- F. "City service" means service by an employee rendered to the City for compensation and, for the purpose of this chapter and chapter 4.14 SMC, a member shall be considered as being in City service only while the member is receiving compensation for such service.
- G. "Compensation" means the compensation including base pay, shift differential, overtime, holiday pay, hazardous duty pay and out-of-classification pay, payable in cash, plus the monetary value, as determined by the board, of any allowance in lieu thereof. It shall not be reduced by salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included in determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.
- H. "Contribution interest," unless changed by the board as provided in SMC 4.14.070, means the interest rate on member contributions, which shall be set equal to the average daily interest rate for the 5-year US Treasury Note from July

1 of the previous year to June 30 of the current year, rounded to the nearest 0.25%. The new interest rate will be effective as of July 1 of the current year, beginning in 2016.

- I. "Creditable service" means such City service as is evidenced by the record of normal contributions received from the employee plus prior City service if credit for same is still intact or not lost through withdrawal of accumulated contributions as provided in SMC 3.05.120. ~~The maximum creditable service from all sources including military service is thirty (30) years under the formula in SMC 3.05.160 and thirty-five (35) years under the formulas in SMC 3.05.165 and SMC 3.05.166. The maximum creditable service will be based on the benefit formula eligibility in SMC 3.05.025.~~
- J. "Employee" means any regularly appointed employee or elected official of the City or of the Spokane public library.
- K. "Final compensation" has different meanings that depend on whether the member's benefit is calculated using Tier 1, Tier 2, Tier 3 or Tier 4. For benefits calculated under Tier 1 and Tier 2, "final compensation" means the annual average of the member's compensation during the highest consecutive two-year period of service for which service credit is allowed for purposes of determining retirement benefits for members described in SMC 3.05.025(A) or (B). For members described in SMC 3.05.025(C) For benefits calculated under Tier 3, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed. For benefits calculated under Tier 4, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed; for this purpose, the portion of a member's compensation for any year shall not include overtime in excess of twenty percent (20%) of the member's base salary for that year. Final compensation shall not be reduced to reflect salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included as final compensation when determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.
- L. "Fiscal year" means any year commencing with January 1st and ending with December 31st next following.
- M. "Member" means any person included in the membership of the retirement system as provided in SMC 3.05.030.
- N. "Normal contributions" means the contributions at the rate provided for in SMC 3.05.040(A) and (B).
- O. "Participation date" means the date on which an employee initially joined the retirement system from which the employee had uninterrupted deposit of contributions. If an employee who joins the system terminates and their accumulated contributions are withdrawn is subsequently rehired as a City employee, then that employee's participation date shall be their rehire date and not the date on which the employee was originally hired, whether or not that

employee redeposits their contributions as permitted under SMC 3.05.120(C). If an employee becomes subject to SMC 3.05.260 and is rehired following retirement, then any additional retirement allowance earned by that employee shall be determined as if the member's participation date is based on the rehire date.

- P. "Pension" means payments derived from contributions made by the City as provided for in SMC 3.05.190.
- Q. "Regular interest," unless changed by the board as provided in SMC 4.14.070, means the actuarial assumption rate of interest which compounded annually shall place the retirement fund on a sound actuarial basis.
- R. "Retirement allowance" means any payments made to a member or successor upon retirement for service or disability.
- S. "Retirement fund" means "employees' retirement fund" as created and established in SMC 3.05.070 and SMC 7.08.601. "Retirement system" means "Spokane Employees' Retirement System" (SERS), provided for in this chapter.
- T. "Tier 1" means the benefit formula in SMC 3.05.160.
- U. "Tier 2" means the benefit formula in SMC 3.05.165.
- V. "Tier 3" means the benefit formula in SMC 3.05.166.
- W. "Tier 4" means the benefit formula in SMC 3.05.167.

Section 2. That SMC 03.05.025 is amended.

#### Section 03.05.025 Benefit-Formulas Formula Eligibility

- A. An employee of the City ~~hired with a participation date~~ prior to January 1, 2009, ~~the member~~ shall be entitled to elect at the time of retirement whether to receive ~~his their~~ benefit under Tier 1, Tier 2, Tier 3, or Tier 4, ~~the current benefit formula in SMC 3.05.160 as available therein, or to receive his benefit under the alternate benefit formula in SMC 3.05.165 as available therein.~~ A member of the retirement system who has terminated employment prior to January 1, 2009, who has not taken a withdrawal of his accumulated contributions will remain under the benefit formula in SMC 3.05.160 and shall not be entitled to elect the alternate formula in SMC 3.05.165.
- B. ~~The alternate benefit formula in SMC 3.05.165 shall be the exclusive benefit for employees of the City hired on or after January 1, 2009, but before January 1, 2015. The benefit formula in SMC 03.05.165 shall also apply as of January 1, 2009, to any employee who was covered by the benefit formula in SMC 3.05.160, takes a withdrawal of his accumulated contributions after termination pursuant to SMC 3.05.120(A) or (B), and is rehired on or after the applicable date in the preceding sentence, regardless of whether the employee restores his prior service under the prior benefit formula pursuant to SMC 3.05.120(C) or SMC 3.05.260. The alternate benefit formula in SMC 3.05.165 will also apply to a member who retired under the benefit formula in SMC 3.05.160, was rehired, and~~

whose benefit was suspended pursuant to SMC 3.05.260. An employee of the City with a participation date on or after January 1, 2009, but before January 1, 2015. The member shall be entitled to elect at the time of retirement whether to receive their benefit under Tier 2, Tier 3, or Tier 4.

- C. The alternate benefit formula in 6 shall be the exclusive benefit for employees of the City hired on or after January 1, 2015. The benefit formula in shall also apply as of January 1, 2015, to any employee who was covered by the benefit formula in or, takes a withdrawal of his accumulated contributions after termination pursuant to, and is rehired on or after the applicable date in the preceding sentence, regardless of whether the employee restores his prior service under the prior benefit formula pursuant to or. The alternate benefit formula in SMC 3.05.166 will also apply to a member who retired under the benefit formula in or, was rehired, and whose benefit was suspended pursuant to SMC 3.05.260. An employee of the City with a participation date on or after January 1, 2015, but before January 1, 2018. The member shall be entitled to elect at the time of retirement whether to receive their benefit under Tier 3 or Tier 4.
- D. The basic provisions of the benefit formula in SMC 3.05.160 and alternate benefit formulas in SMC 3.05.165 and SMC 3.05.166 are summarized in SMC 3.05.167. An employee of the City with a participation date on or after January 1, 2018. The member shall be entitled to receive their benefit under Tier 4.
- E. The basic provisions of the benefit formula for Tier 1, Tier 2, Tier 3, and Tier 4 are summarized in SMC 3.05.168

Section 3. That SMC 03.05.030 is amended.

#### Section 03.05.030 Membership

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

- B. Any other employee who is an elected official may, at any time prior to the completion of five (5) years of continuous service, elect to deposit with the retirement system an amount equal to what would be or would have been the elected official's normal contributions if a member of the retirement system during this period of service, with regular interest as determined by the board. The City matches said funds and deposits the same in the retirement fund in a manner similar to that provided for the matching of the normal contributions under the provisions of this chapter, provided that no such elected official shall obtain any benefits of the provisions of the retirement system except contribution interest accruing at the rate provided for interest on employees' normal contributions. The return of any such funds so deposited shall be governed by the provisions as to the return of normal contributions. If and when any such elected official becomes a member the sums so deposited by this member shall be transferred to the credit of such member. Any elected official entering the retirement system under this provision shall ~~become~~ have a member participation date as of the date of such election to join the system and shall not be considered a member until the date of such election.

Section 4. That SMC 03.05.040 is amended.

Section 03.05.040 Contributions

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

Prior to January 1, 2009, each member shall contribute six and seventy-two one-hundredths percent (6.72%) of the member's compensation. Effective January 1, 2009, the rate of contribution was prospectively increased to seven and seventy-five hundredths percent (7.75%). Effective September 1, 2014, the rate of contribution is prospectively increased to eight and twenty-five hundredths percent (8.25%). Effective December 17, 2017, the rate of contribution is prospectively increased to nine percent (9.00%). ~~It is contemplated that said contribution by members will, when added to the City's contribution, be enough to properly fund the retirement benefits.~~ Although designated as employee contributions that reduce the member's salary, the City government, as the employer, shall pay such contributions to the retirement fund pursuant to Internal Revenue Code section 414(h). The member will not have an option of choosing to receive the contributed amounts directly instead of having them paid by the City government to the retirement fund. The picked-up contributions will be included as Social Security wages up to the Social Security wage base, and will also be included in calculating the member's final

compensation. It is contemplated that the aggregate normal contributions made by the City into the retirement fund will be enough to properly fund the retirement benefits payable hereunder.

2. Contribution by the City Government.

The City government will ~~match~~ make contributions in an amount that matches the members' in-lieu payment of the employees' contributions.

3. Contribution Rate Review

In the event that an official actuarial report for a given fiscal year, prepared at the direction of the board, indicates that the Actuarially Determined Employer Contribution Rate (within the meaning of GASB) is greater than the City's contributions, the City shall, subject to approval by the board and City Council, prospectively increase both the employee contribution rate and the City's matched contribution rate by up to 1.00% of the member's compensation without further bargaining unit negotiation. Increases are limited to once per fiscal year.

In the event that an official actuarial report for a given fiscal year, prepared at the direction of the Board, indicates that the retirement system is fully funded (within the meaning of GASB), the City may, subject to approval by the board and City Council, prospectively decrease both the employee contribution rate and the City's matched contribution rate by up 1.00% of the member's compensation without further bargaining unit negotiation. Decreases are limited to once per fiscal year.

- B. Subject to the provisions of this chapter and chapter 4.14 SMC, the board certifies to the head of each office or department the normal rate of contribution for each member provided for in subsection (A) of this section. The head of the department applies such rate of contribution to the compensation of each and every payroll; and each of said in-lieu amounts are paid by the director of accounting into the retirement fund, hereinafter provided for, and are credited by the board, together with contribution interest, to an individual account of the member for whom the contribution was made. Contribution interest is credited to each individual account at such periods as the board may determine. The City government's in-lieu payment vests. Any in-lieu payments contributed by the City are fully and immediately vested for the benefit of the employee immediately upon payment into the retirement fund.
- C. The director of accounting transfers to the retirement fund an amount equal to the aggregate normal contributions as soon as administratively practicable following each payroll period.

Section 5. That SMC 03.05.050 is amended.  
Section 03.05.050 Allowance for Service

A. Determination.



1. Subject to the following and all other provisions of this chapter, including such rules and regulations as the board may adopt in pursuance thereof, the board, subject to the approval of the ~~city council~~ City Council, determines and may modify allowance for service.
2. Time during which a member is absent on leave without pay may not be allowed in computing service.
3. Each member must file with the retirement system such information affecting ~~his~~ their status as a member as the board may require.

B. Military Service.

Any member is given credit for any period served by him in the military service of the United States, in time of war or upon the call of the President, if at the time of such service such member was a regular employee under leave of absence. Certificate of honorable discharge from and/or documentary evidence of such service must be submitted to the board in order to obtain credit for such service.

C. Preservation of Credits Under Contract.

The board is authorized from time to time to enter into agreements with other public retirement systems in the ~~state~~ State of Washington relative to the mutual acceptance of members and preservation of service credits under such rules and regulations as may be necessary to carry into effect the provisions of this chapter or for its proper operation.

D. Notwithstanding anything in this chapter to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Internal Revenue Code section 414(u). The board may promulgate regulations implementing this section.

Section 6. That SMC 03.05.070 is amended.

Section 03.05.070 Employees' Retirement Fund

- A. The City treasurer shall be the custodian of the retirement fund as provided in SMC 7.08.601. The retirement fund created hereby shall be a trust fund held for the exclusive benefit of the members of the retirement system and their beneficiaries. Except as provided under 3.05.240(B), no part of the corpus or income of the retirement fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the members or their beneficiaries and the payment of fees and expenses of maintaining and administering the retirement system. All benefit formulas under SMC 3.05.160, SMC 3.05.165 and SMC 3.05.166 and SMC 03.05.167 are encompassed within the retirement fund without separate accounting.

- B. This section shall be interpreted to allow the following:
1. A return of the contribution to the City or its application as a credit on future contributions after the board determines that the City has paid or overpaid the contribution under a mistake of fact.
  2. The making of refunds required by law; and
  3. Termination of the retirement system and distribution of its assets to the City after all liabilities with respect to the members and their beneficiaries have been satisfied.

Section 7. That SMC 03.05.080 is amended.

Section 03.05.080 City's Contribution

There shall be paid into the retirement fund by contributions of the City the amounts necessary to pay all pensions and other benefits allowable under this chapter to members on account of prior service and minimum allowances provided for in SMC 3.05.160 , SMC 3.05.165 ~~and SMC 3.05.166,~~ and SMC 3.05.167. There shall also be paid into the retirement fund by contributions of the City the amounts necessary to pay its share of disability pensions allowable under this chapter. Until the amount accumulated in the retirement fund becomes at least as large as the present value of all amounts thereafter payable from said fund, the amount annually due to the said fund under this section shall be the amount payable from said fund in the ensuing fiscal year on account of prior service, disability, and minimum allowances above referred to.

Section 8. That SMC 03.05.120 is amended.

Section 03.05.120 Refund of Contributions

A. Accumulated Contributions in Excess of One Thousand Dollars.

Should the service of a member be discontinued, except by death or retirement, and the member has accumulated contributions in excess of one thousand dollars (\$1,000), the member may elect to withdraw the member's accumulated contributions. Such payment shall be made as soon as administratively practical after the board approves the member's election, which election shall be made not later than six (6) months after the day of discontinuance. The City shall receive credit for the full amount deposited by the City in the retirement fund for such member's benefit plus contribution interest. If a member's service is discontinued and the member ~~leaves~~ does not elect to withdraw accumulated contributions ~~in from~~ the retirement system, the board may, in its discretion, charge each such member reasonable administrative expenses for maintenance of the accumulated contributions. Upon reaching the age for required distributions under Internal Revenue Code section 401(a)(9), a single lump sum distribution of all contributions plus contribution interest will be made as soon as administratively possible.

B. Accumulated Contributions of One Thousand Dollars or Less.

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

C. Redeposit.

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

Section 9. That SMC 03.05.130 is amended.

Section 03.05.130 Service Retirement

Retirement of members for service is made by the board as follows:

- A. Any member in the City service may voluntarily retire by filing with the retirement system a written application, stating a desire to be retired and the effective date of retirement, which date shall not be earlier ~~that~~ than the date on which such application is filed with the retirement system and the member's Normal Retirement Date as described in the following:
- B. Normal Retirement Date, for members ~~described in 3.05.25(A) and 3.05.25(B)~~ retiring under Tier 1 or Tier 2:

A member's normal retirement date is the first day of the calendar month ~~coinciding~~ coincident with or next following the latest of the day on which the member has:

- 1. attained the age of sixty-two (62), or
- 2. completed five (5) years of ~~creditable~~ City service.

C. Normal Retirement Date, for members ~~described in 3.05.25(C)~~ retiring under Tier 3 or Tier 4:

A member's normal retirement date is the first day of the calendar month ~~coinciding~~ coincident with or next following the latest of the day on which the member has:

1. attained the age of sixty-five (65), or
2. completed seven (7) years of ~~creditable~~ City service.

A member is fully vested upon attaining the member's normal retirement date, provided the member remains actively employed with the City through such normal retirement date.

Section 10. That SMC 03.05.160 is amended.

Section 03.05.160 Allowance on Service Retirement, Tier 1

The provisions of this section govern the retirement benefits of members ~~described in with eligibility under SMC 3.05.025(A), including the members who were retirees prior to January 1, 2009, and those active employees as of January 1, 2009, and who affirmatively elect to receive benefits under it pursuant to SMC 3.05.025 and who elect to retire under Tier 1.~~

A. Normal Retirement Benefit.

1. Subject to the minimum and maximum retirement benefits described in this section, a member's annual normal retirement benefit is determined by multiplying two and fifteen one-hundredths percent (2.15%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no case can the normal retirement benefit exceed sixty-four and five-tenths percent (64.5%) of final compensation.
2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date pursuant to 3.05.130(B), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. Accrued Retirement Benefit.

A member's annual accrued retirement benefit is determined for any date by multiplying two and fifteen one-hundredths percent (2.15%) of the member's final compensation by the member's years of credited service. In no case can the

annual accrued retirement benefit exceed sixty-four and five-tenths percent (64.5%) of final compensation.

C. Vested Benefit.

1. Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the age of fifty (50), provided at time of member's termination, the member both:
  - a. has at least five (5) years of ~~creditable~~ City service; and
  - b. elects to leave member's accumulated contributions in the retirement system.
2. Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

D. Early Retirement.

A member may retire before the member's normal retirement date under 3.05.130(B) if the member has ~~met all~~, as of the desired retirement date, satisfied all of the following requirements:

1. the member has attained the age of fifty (50);
2. ~~applied for early retirement;~~ the member has completed five (5) years of City service;
3. ~~terminated active employment with the City; and~~ the member has applied for early retirement; and
4. ~~completed five (5) years of creditable service.~~ the member has terminated active employment with the City

E. Early Retirement Benefit Calculation.

Early retirement benefits are calculated in the same manner as normal retirement benefits.

F. Payment of Benefits.

After retirement, normal or early retirement benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

G. Ad Hoc Performance Adjustment.

The board is authorized to grant discretionary annual ad hoc performance adjustments effective July 1st of each fiscal year. The rate of the performance adjustment is determined by the board based upon financial, actuarial, and other data and is limited to a maximum of a three percent (3%) adjustment in any given

fiscal year. The adjustment is noncompounding and based upon a retiree's original pension amount. The board has adopted a board rule which contains further information on the necessary criteria for ad hoc performance adjustments.

Section 11. That SMC 03.05.165 is amended.

Section 03.05.165 Allowance on Service Retirement—~~Alternate Formula (Rule of 75)~~,  
Tier 2

The provisions of this section govern ~~(a) the retirement benefits of members described in SMC 3.05.025(A) whose benefits are not governed by SMC 3.05.160 or 3.05.025(B), and (b) the retirement benefits of members described in 3.05.025(B) who elect to retire under Tier 2.~~

A. Normal Retirement Benefit.

1. A member's annual normal retirement benefit is determined by multiplying two percent (2%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no case can the normal retirement benefit exceed seventy percent (70%) of final compensation.
2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date under 3.05.130(B), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. Accrued Retirement Benefit.

A member's annual accrued retirement benefit is determined for any date by multiplying two percent (2%) of the member's final compensation by the member's years of credited service. In no case can the annual accrued retirement benefit exceed seventy percent (70%) of the member's final compensation.

C. Vested Benefit.

1. Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the member's normal retirement date under SMC 3.05.130(B), provided that at time of termination, the member both:
  - a. has at least five (5) years of creditable City service; and
  - b. elects to leave member's accumulated contributions in the retirement system.
2. Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

D. Early Retirement Benefit.

A member may retire before the member's normal retirement date under SMC 3.05.130(B) if the member has, as of the desired retirement date, satisfied all of the following requirement ("Rule of 75"):~~the member has attained a minimum age of fifty (50), has at least five (5) years of creditable service, and the sum of the member's age and years of creditable service total at least seventy-five (75)~~

1. the member has attained a minimum age of fifty (50);
2. the member has at least five (5) years of City service;
3. the sum of the member's age and years of City service total at least seventy-five (75);
4. the member has applied for retirement; and
5. the member has terminated active employment with the City.

Solely for purposes of the "Rule of 75" in the preceding sentence, creditable service for part-time employees will be determined pursuant to regulations established by the board. An active member may also retire on or after having attained the member's normal retirement date under SMC 3.05.130(B) In either case the member must apply for retirement benefits under SMC 3.05.130(A) and terminate from active employment with the City in order to retire.

E. Payment of Benefits.

After retirement, benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

Section 12. That SMC 03.05.166 is amended

Section 03.05.166 Allowance on Service Retirement — Alternate Formula (Rule of 80),  
Tier 3

The provisions of this section govern the retirement benefits of members with eligibility described in SMC 3.05.025(C) and who elect to retire under Tier 3.

A. Normal Retirement Benefit.

1. A member's annual normal retirement benefit is determined by multiplying two percent (2%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no

case can the normal retirement benefit exceed seventy percent (70%) of final compensation.

2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date under SMC 3.05.130(C), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. **Accrued Retirement Benefit.**

A member's annual accrued retirement benefit is determined for any date by multiplying two percent (2%) of the member's final compensation by the member's years of credited service. In no case can the annual accrued retirement benefit exceed seventy percent (70%) of the member's final compensation.

C. **Vested Benefit.**

Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the member's normal retirement date under SMC 3.05.130(C), provided that at time of termination, the member both:

1. has at least seven (7) years of ~~creditable City~~ service; and
2. elects to leave member's accumulated contributions in the retirement system.

Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

D. **Early Retirement Benefit.**

A member may retire before the member's normal retirement date under SMC 3.05.130(C) if the member has, as of the desired retirement date, satisfied all of the following requirements ("Rule of 80"): ~~the member has attained a minimum age of fifty (50), has at least seven (7) years of creditable service, and the sum of the member's age and years of creditable service total at least eighty (80).~~

1. The member has attained a minimum age of fifty (50);
2. the member has at least seven (7) years of City service;
3. the sum of the member's age and years of City service total at least eighty (80);
4. the member has applied for retirement; and
5. the member has terminated active employment with the City .

- E. Solely for purposes of the "Rule of 80" in the preceding sentence, ~~creditable City~~ service for part-time employees will be determined pursuant to regulations established by the board. An active member may also retire on or after having attained the member's normal retirement date under SMC 3.05.130(C). In either case the member must apply for retirement benefits under SMC 3.05.130(A) and terminate active employment with the City.



F. Payment of Benefits.

After retirement, benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

Section 13. That there is adopted a new section 03.05.167 to chapter 03.05 of the Spokane Municipal code to read as follows:

Section 03.05.167 Allowance on Service Retirement, Tier 4

The provisions of this section govern the retirement benefits of members with eligibility described in SMC 3.05.025(D) and who elect to retire under Tier 4.

A. Normal Retirement Benefit.

1. A member's annual normal retirement benefit is determined by multiplying two percent (2%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no case can the normal retirement benefit exceed eighty percent (80%) of final compensation.
2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date under SMC 3.05.130(C), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. Accrued Retirement Benefit.

A member's annual accrued retirement benefit is determined for any date by multiplying two percent (2%) of the member's final compensation by the member's years of credited service. In no case can the annual accrued retirement benefit exceed eighty percent (80%) of the member's final compensation.

C. Vested Benefit.

Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the member's normal retirement date under SMC 3.05.130(C), provided that at time of termination, the member both:

1. has at least seven (7) years of City service; and
2. elects to leave member's accumulated contributions in the retirement system.

Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

**D. Early Retirement Benefit.**

A member may retire before the member's normal retirement date under SMC 3.05.130(C) if the member qualifies for either "Tier 4 Unreduced Early Retirement" or "Tier 4 Reduced Early Retirement, each as described below:

1. A member qualifies for Tier 4 Unreduced Early Retirement if the member has, as of the desired retirement date, satisfied either a, or b, below:
  - a. The member meets all of the following criteria ("Rule of 90"):
    - i. the member has attained a minimum age of fifty (50);
    - ii. the member has at least seven (7) years of City service;
    - iii. the sum of the member's age and years of City service total at least ninety (90);
    - iv. the member has applied for retirement; and
    - v. the member has terminated active employment with the City;
  - or
  - b. The member meets all of the following criteria ("30 Year Rule"):
    - i. The member has attained a minimum age of fifty (50);
    - ii. The member has at least thirty (30) years of City service;
    - iii. The member has applied for retirement; and
    - iv. The member has terminated active employment with the City.

Tier 4 Unreduced Early Retirement benefits are calculated in the same manner as normal retirement benefits. Solely for purposes of the "Rule of 90", City service for part-time employees will be determined pursuant to regulations established by the Board.

2. A member qualifies for Tier 4 Reduced Early Retirement if the member has, as of the desired retirement date, satisfied all of the following
  - a. the member has attained the age of fifty (50);
  - b. the member has completed seven (7) years of City service;
  - c. the member has applied for early retirement; and
  - d. the member has terminated active employment with the City.

Tier 4 Reduced Early Retirement benefits are equal to a member's normal retirement benefit subject to an early retirement factor which reduces the the benefit payable at early retirement by two and five-tenths (2.5%) per year for the lesser of the following determined as of the date early retirement is to begin:

- a. The excess of (a) ninety (90) over (b) the member's attained age plus whole years of City service; and

- b. The excess of (a) sixty-five (65) over (b) the member's attained age.

An active member may also retire under Tier 4 on or after having attained the member's normal retirement date under SMC 3.05.130(C). In all cases, to retire under Tier 4, the member must apply for retirement benefits under SMC 3.05.130(A) and terminate active employment with the City.

E. Payment of Benefits.

After retirement, benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

Section 14. That SMC 03.05.167 is amended

Section 03.05.1678 Summary of Benefits

A. Plan defaults for those retiring under SMC 3.05.160, Tier 1:

1. Calculation factor equals two and fifteen hundredths percent (2.15%) per year of creditable service.
2. Calculation is capped at thirty (30) years of creditable service or sixty-four and one-half percent (64.5%) of final compensation.
3. Final compensation based on highest two (2) consecutive years.
4. At time of retirement, employee can switch to retirement structure in subsection (B) of this section – all criteria must be met.
5. Five (5) years of City service for vesting.
6. Minimum early retirement age is fifty (50) with five (5) years ~~creditable~~ City service.
7. Normal retirement age is sixty-two (62) years.
8. Disability factor is one and twenty-five hundredths percent (1.25%).
9. Military leave factor is one and two-thirds percent (1-2/3%).
10. Portability and vested groups in place prior to January 1, 2009, are part of these defaults.

B. Plan defaults for those retiring under SMC 3.05.165—~~Alternate Formula (Rule of 75)~~, Tier 2:

1. Calculation factor equals two percent (2%) per year of creditable service.
2. Calculation is capped at thirty-five (35) years of creditable service or seventy percent (70%) of final compensation.
3. Final compensation based on highest two (2) consecutive years.
4. Tier 2 "Rule of 75" (age plus years of ~~creditable~~ City service must equal at least seventy-five (75) points).

5. Five (5) years City service for vesting.
6. Minimum retirement age is fifty (50) years.
7. Normal retirement age is sixty-two (62) years.
8. Employee with at least five (5) years ~~creditable~~ City service will be able to retire at sixty-two (62).
9. No change to disability calculation.
10. Military leave factor is one and two-thirds percent (1-2/3%) and these defaults.
11. Portability and vested groups in place after January 1, 2009 but prior to January 1, 2015, are part of these defaults.

C. Plan defaults for those retiring under SMC 3.05.166 — ~~Alternate Formula (Rule of 80), Tier 3:~~

1. Calculation factor equals two percent (2%) per year of creditable service.
2. Calculation is capped at thirty-five (35) years of creditable service or seventy percent (70%) of final compensation.
3. Final compensation based on highest three (3) consecutive years.
4. Tier 3 “Rule of 80” (age plus years of ~~creditable~~ City service must equal at least eighty points (80).
5. Seven (7) years City service for vesting.
6. Minimum early retirement age is fifty (50) years.
7. Normal retirement age is sixty-five (65) years.
8. Employee with at least seven (7) years ~~creditable~~ of City service will be able to retire at sixty-five (65).
9. No change to disability calculation.
10. Military leave factor is one and two-thirds percent (1-2/3%) and these defaults.

D. Plan defaults for those retiring under SMC 3.05.167, Tier 4:

1. Calculation factor equals two percent (2%) per year of creditable service.
2. Calculation is capped at forty (40) years of creditable service or eighty percent (80%) of final compensation.
3. Final compensation based on highest three (3) consecutive years, with overtime and base salary capped at one hundred and twenty percent (120% of base salary).
4. Normal retirement age is sixty-five (65) years.
5. Seven (7) years of City service for vesting.
6. Employee with at least seven (7) years of City service will be able to retire at sixty-five (65).
7. Unreduced Early Retirement:
  - A. Minimum early retirement age is fifty (50) years.
  - B. Satisfies at least one of the following:
    - A. “Rule of 90” (age plus years of City service must equal at least ninety points (90)).
    - B. “30 Year Rule” (must have at least 30 years of City service).

8. Reduced Early Retirement: member can retire before normal retirement date, but the benefit is subject to reduction to reflect early commencement of benefits.
  - A. Early retirements reduced by two and five-tenths percent (2.5%) times the lesser of:
    - A. The excess of ninety (90) over the sum of the member's attained age plus whole years of City service; or
    - B. The excess of sixty-five (65) over the member's attained age.
9. No change to disability calculation.
10. Military leave factor is one and two-thirds percent (1-2/3%) and these defaults.

E. General Plan Defaults.

1. Portability members hired or repurchasing time on or after January 1, 2009, will be part of the defaults for the "Alternate Formula" ~~under either SMC 3.05.165 or 3.05.166, whichever plan tier that~~ coincides with their participation date of repurchase, and must meet the criteria in relating subsection (B or C) of this section between both systems to be eligible to retire in SERS.
2. Pensioners who are rehired by the City on or after January 1, 2009, and suspend their pensions, will be part of the defaults for the "Alternate Formula" ~~under either SMC 3.05.165 or 3.05.166, whichever coincides with their date of rehire, plan Tier that~~ coincides with their participation date as they earn time toward a second pension.
3. Employees who had previously withdrawn their retirement contributions and are rehired on or after January 1, 2009, will be part of the defaults for the "Alternate Formula" ~~under either SMC 3.05.165 or 3.05.166, whichever coincides with their date of rehire plan Tier that~~ coincides with their participation date, regardless if they buy back previous service time.

Section 15. That SMC 03.05.170 is amended

Section 03.05.170 Payment Upon Death of Member

A. Eligible to Retire.

If a member who had not retired but had named the member's spouse as the sole primary beneficiary and who was eligible to retire pursuant to SMC 3.05.160, SMC 3.05.165 ~~or~~, SMC 3.05.166, or SMC 3.05.167 whichever applies, or who had at least thirty (30) years of creditable service dies, then the member's surviving spouse may elect to receive:

1. death benefits provided for in this section, or
2. a retirement allowance payable only for the remainder of the surviving spouse's life and equal to that which would have been received had the deceased member retired on the date of death under the provisions of Option E as provided in SMC 3.05.210, or

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

B. Not Eligible to Retire.

1. Repayment of Contributions.

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

2. Death of Active Married Member.

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

Section 16. That SMC 03.05.180 is amended

Section 03.05.180 Disability Retirement

- A. Any member while in City service may be retired by the board for permanent and total disability, either ordinary or accidental, upon examination, if the member has not attained normal retirement age but has at least five (5) years of creditable service if the member is described in SMC 3.05.025(A) or (B), or has at least seven (7) years of creditable service if the member is described in SMC 3.05.025(C) or (D), provided that the required number of years of creditable service must have been credited to the member over a period of not to exceed ten (10) years immediately preceding member's disability retirement. The member's disability retirement shall be under the Tier corresponding to his

participation date and the member cannot elect to receive a disability retirement under subsequent tiers.

- B. Such member, within three (3) months after the discontinuance of City service, or while physically or mentally incapacitated for the performance of duty, if such incapacity has been continuous from discontinuance of City service, but not later than one (1) year after discontinuance of City service, shall be examined by a physician or surgeon appointed by the board upon the application of the head of the office or department in which said member is employed, or upon application of said member or a person acting in the member's behalf, stating that the member is permanently and totally incapacitated, either physically or mentally, for the performance of duty and ought to be retired. If such medical examination shows, to the satisfaction of the board, that the member is permanently and totally incapacitated either physically or mentally for the performance of duty and ought to be retired, the board shall retire the member for disability forthwith. Alternatively, the board is entitled to consider a disability determination made by the Social Security Administration as conclusive evidence that a member is disabled for the purposes of determining disability status in the retirement system.
- C. Any member who shall suffer accidental permanent and total disability while engaged in the City service shall be retired forthwith and shall not be required to have the minimum number of years of creditable service as required for ordinary disability under SMC 3.05.180(A).
- D. The board shall secure such medical services and advice as it may deem necessary to carry out the purpose of this section and of SMC 3.05.200, and shall pay for such medical services and advice such compensation as the board shall deem reasonable.

Section 17. That SMC 03.05.190 is amended

Section 03.05.190 Allowance on Disability Retirement

- A. Upon retirement for disability (disability retirement) as hereinabove provided, so long as the disability is not due to substance abuse, willful misconduct, or violation of law (of which the board shall be the judge), a member shall receive a disability retirement allowance consisting of:
  - 1. an annuity which shall be the actuarial equivalent of the member's accumulated contributions at the time of retirement; and
  - 2. a pension purchased by the contributions of the City which, together with the annuity provided by the member's accumulated contributions, shall make the disability retirement allowance, equal to one and one-fourth percent (1.25%) of the member's final compensation (defined as appropriate based on ~~whether the member is the~~ the member's eligibility as described in SMC 3.05.025(A), ~~(B) or (C)~~), multiplied by the number of

years of service which would be creditable to the member were the member's services to continue until the member had attained normal retirement age (i.e. age 62 for members described in SMC 3.05.025(A) and (B), and age 65 for members described in SMC 3.05.025(C) and (D)); provided, however, the minimum disability retirement allowance shall be two thousand four hundred dollars (\$2,400) per year for duty-related causes, and one thousand two hundred dollars (\$1,200) per year for non-duty-related causes.

- B. If disability is due to substance abuse, willful misconduct or violation of law on the part of the member, the board in its discretion may pay to said member in one lump sum the member's accumulated contributions in lieu of a retirement allowance, and such payment shall constitute full satisfaction of all obligations of the City to such member and, upon receipt of such payment, membership in the retirement system shall cease.
- C. Upon the death of a member while in receipt of a disability retirement allowance, the member's accumulated contributions, as they were at the date of retirement, less any annuity payments, shall be paid to the member's estate, or to such persons as the member shall have nominated by written designation duly executed and filed with the retirement system.

Section 18. That SMC 03.05.210 is amended

Section 03.05.210 Optional Allowance on Retirement

A member may elect to receive, in lieu of the retirement allowance, as provided for in SMC 3.05.160, SMC 3.05.165-~~or~~, SMC 3.05.166 or SMC 3.05.167, its actuarial equivalent in the form of a lesser retirement allowance, payable in accordance with the terms and conditions of one of the options set forth below. Election of any option must be made by written application filed with the retirement system and does not become effective unless approved by the board.

A. Option A.

The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in SMC 3.05.160(A)(1), SMC 3.05.165(A)(1)-~~or~~, SMC 3.05.166(A)(1) or SMC 3.05.167(A)(1) a total amount equal to the amount of accumulated contributions as it was at the date of retirement, the balance of such accumulated contributions will be paid in one sum to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system.

B. Option B.

The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in SMC 3.05.160(A)(1), SMC 3.05.165(A)(1)-~~or~~, SMC 3.05.166(A)(1) or SMC 3.05.167(A)(1) a total amount



equal to the amount of accumulated contributions as it was at the date of retirement, the said annuity payments resulting from accumulated contributions will be continued and paid to the member's estate or such person as the member shall nominate by written designation duly executed and filed with the retirement system, until the total amount of annuity payments shall equal the amount of accumulated contributions as it was at the date of retirement.

C. Option C.

The member elects a "guaranteed period" of any number of years. If the member dies before the lesser retirement allowance has been paid for the number of years elected as the "guaranteed period," the lesser retirement allowance will be continued to the end of the "guaranteed period," and during such continuation be paid to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system.

D. Option D.

The lesser retirement allowance will be payable to the member throughout life and, after the death of the member, one-half of the lesser retirement allowance shall be continued throughout the life of, and paid to, the spouse of the member, named at time of retirement, if surviving.

E. Option E.

The lesser retirement allowance will be payable to the member throughout life, and after death of the member, it shall be continued throughout the life of, and paid to, the spouse of the member named at time of retirement, if surviving.

Once the form of payment in which the member's benefit has become effective (i.e., in either the retirement allowance as provided for in SMC 3.05.160, SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167 or one of the five optional forms of benefit provided for above), the form in which that member's benefit is payable is irrevocable and cannot thereafter be changed at any time or for any reason.

Section 19. That SMC 03.05.260 is amended

Section 03.05.260 Suspension of Allowance During Employment

The payment of any retirement allowance to a member who has been retired will be suspended during the time the member is for any reason an employee of the City and until qualifying for a benefit pursuant to SMC 3.05.165~~or~~, SMC 3.05.166 or SMC 3.05.167, provided that payment for vacation or sick leave earned in the City service prior to retirement may be made without suspension of allowance, and, provided further, that this provision does not apply to retirees who:

- A. become elected officials of the City and do not elect to join the system; or
- B. enter into personal services contracts with the City; or
- C. employees who, subsequent to retirement, are rehired pursuant to the following criteria:

1. The position filled is of a temporary/seasonal nature; and
2. The position is filled only with the approval of the director of human resources or the mayor's office and their bargaining unit; and
3. Employment is limited to nine hundred sixty (960) hours per twelve-month period; and
- ~~4. The human resources office prepares an annual report to the board on the usage of retirees.~~
4. There is a minimum of one pay period between the time an employee retires and is rehired as a temporary/seasonal employee.

Section 20. That SMC 03.05.270 is amended

Section 03.05.270 Preliminary Cost

The ~~city council~~ City Council appropriates annually from the retirement fund the amount it deems necessary for the purpose of paying the expenses of administering the retirement system and the purchase of fiduciary responsibility insurance. The board annually submits to the ~~city council~~ City Council its estimate of the amount necessary to pay such expenses.

Section 21 That SMC 03.05.275 is amended

Section 03.05.275 Portability of Benefits

- A. The board is authorized to contract with the board of administration of the Tacoma employees' retirement system and/or board of administration of the Seattle employees' retirement system (each called a "participating system") for the portability of retirement benefits of employees who are also members of the retirement systems of the cities of Tacoma and Seattle, respectively. The following terms and conditions shall apply in addition to such other requirements as may be established by rule of the board or the agreement with participating systems:
  1. The member must be in the active service of a participating system on or after the effective date of the board's agreement for portability; a member retired from any of the three systems on the effective date of the ordinance codified in this chapter is not eligible.
  2. Creditable service may accrue in only one participating system at a time. A member who leaves City employment to enter military service may only receive creditable service for ~~his~~ their military service in one of the participating systems according to its rules.
  3. A member may combine service credit in two or more participating systems for the sole purpose of determining the member's eligibility to receive a service retirement allowance, but the member may not aggregate service credit in two or more retirement systems for the purpose of determining the percentage factor to be used in calculating a service retirement allowance.

4. A member of two or more participating systems who is eligible to retire under any system may elect to retire from all the member's systems and to receive a service retirement allowance. Each participating system shall calculate the allowance using its own criteria except that the member shall be allowed to use the member's base salary from any participating system as the compensation used in calculating the allowance. "Base salary" means the salary or wages used by the participating system during a payroll period for making contributions to the system by its members generally. It includes salary or wages paid for personal services and wages and salary deferred under the provisions of the Internal Revenue Code. It excludes overtime payments (except as to service for the City of Spokane), non-money maintenance compensation and lump-sum payments for deferred annual leave, unused accumulated vacation, unused accumulated annual leave, any form of severance pay, any bonus for voluntary retirement, any other form of leave, or any similar lump-sum payment.
5. The retirement allowances shall be paid separately by each participating system. Post-retirement adjustments, if any, shall be based upon the payments made by each participating system to the member.
6. The total retirement allowances provided through portability of benefits shall not be less than the benefits payable by each participating system were there no portability.
7. A participating system may pay a member of two or more systems a lump sum in lieu of a monthly benefit if the initial monthly benefit would be less than fifty dollars.
8. If a member of two or more participating systems dies in service in any system, the surviving spouse shall receive the same benefit from each system that would have been received if the member were active in the system at the time of ~~his~~ their death based upon service actually established in that system.
9. The terms and conditions of the board's agreement with the board of a participating system both establishes and limits the portability of benefits provided. The board's agreements may be amended from time to time or supplemented by an agreement with the State of Washington for portability with state retirement systems. If the board amends its agreement with the board of a participating system or makes modifications to provide portability with state systems, the rights, terms and conditions for portability are subject to amendment or abolition at any time before a member retires.
10. A member who:
  - a. earned retirement credit for service in a participating system,
  - b. withdrew ~~his~~ their contributions from that system,
  - c. lost service credit by making the withdrawal, and
  - d. is now an active member of another participating system may restore ~~his or her~~ their prior service credit in the participating system of ~~his or her~~ their former municipal employer by

redepositing an amount determined by the system board within one year after January 1, 1991. Any individual hired after January 1, 1992, shall be provided with a one-year period under portability to repay contributions. This does not extend the time period for those individuals in the system who have not taken advantage of the one-year "windowed" period from January 1, 1991, to December 31, 1991. The amount shall be measured by the accumulated contributions withdrawn, plus compound regular interest which would have accumulated on the withdrawn contributions from the date of withdrawal until the date of his redeposit.

- B. As authorized by RCW 41.54.061 the City irrevocably elects to participate in the portability of public retirement systems as contemplated by chapter 41.54 RCW, and to pay for the additional cost it may incur as a result of the benefits provided. The eligibility of members for the portability of public retirement systems, the benefits available thereunder, the limitations (including RCW 41.54.080), and the procedures shall be as set out in chapter 41.54 RCW.
- ~~C. The benefit formula in shall also apply prospectively to for any member who was covered by the an earlier benefit formula in, and takes a withdrawal of his their accumulated contributions after termination pursuant to SMC 3.05.120(A) or (B), and who is subsequently rehired on or after January 1, 2009, will have benefits determined based on their participation date, regardless of whether the member restores his their prior service under the prior benefit formula pursuant to portability rights under this SMC 3.05.275. Additionally, the benefit formula in SMC 3.05.166 shall also apply prospectively to any member who was covered by the benefit formula in SMC 3.05.160 or SMC 3.05.165, takes a withdrawal of his accumulated contributions after termination pursuant to SMC 3.05.120(A) or (B), and is rehired on or after January 1, 2015, regardless of whether the member restores his prior service under the prior benefit formula pursuant to portability rights under this SMC 3.05.275.~~

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

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Mayor

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Date

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Effective Date