

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



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 16, 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

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

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA**REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------|
| 1. Three-year Contract Extension with Alternative Services Concepts to provide City Claims Management Services from November 1, 2018 through October 31, 2021—\$962,924.01.
Tim Dunivant | Approve | OPR 2013-0681 |
| 2. Contract Amendment / Extension with K&L Gates, assigned to McAloon Law PLLC (Spokane, WA) for Bond Counsel Services—\$30,000.
Gavin Cooley | Approve | OPR 2013-0741 |
| 3. Low Bid of Poe Asphalt Paving, Inc., (Post Falls, ID) for 2018 Residential Chip Seal Program—\$869,330.50. An administrative reserve of \$86,933.05, which is 10% of the contract price, will be set aside. (Various Neighborhoods)
Dan Buller | Approve | OPR 2018-0221
ENG 2018043 |
| 4. Consultant Agreement with Toole Design Group (Portland, OR) for a Bike Share Study —\$49,974.
Kevin Picanco | Approve | OPR 2018-0222
ENG 2016088 |
| 5. Purchase and installation of two refuse cranes at the Waste to Energy Facility; the first crane is scheduled for replacement in the fall of 2018 and the second in January of 2019—Total cost \$4,428,845.14.
David Paine | Approve &
Auth.
Contract | OPR 2018-0223
RFB 4443-18 |

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------|
| 6. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2018-0002 |
|
 | | |
| 7. City Council Meeting Minutes: _____, 2018. | Approve
All | CPR 2018-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

Plan Commission: One Appointment

RECOMMENDATION

Confirm

CPR 1981-0295

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0029	Approving a development agreement between the City and Wonder Spokane, LLC relating to certain public infrastructure costs.
OPR 2018-0229	Boris Borisov
RES 2018-0030	Making Substantial Amendments to the City's Annual Action Plan for CDBG, HOME and ESG.
	Kelly Keenan
ORD C35611	Regarding yard sales; repealing sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060; amending section 10.45.020; enacting a new section 10.45.070; and repealing section 8.02.0227 of the Spokane Municipal Code.
	Council Member Stratton

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35612 Relating to boating safety; repealing Chapter 10.14 and Section 10.19.010; renaming Title 16A; and enacting a new chapter 16A.60 to the Spokane Municipal Code.

Council Member Beggs

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for April 16, 2018
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The April 16, 2018, Regular Legislative Session of the City Council is adjourned to April 23, 2018.

NOTES



Agenda Sheet for City Council Meeting of:
04/16/2018

Date Rec'd	4/2/2018
Clerk's File #	OPR 2013-0681
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR19245
Agenda Item Name	0410 - CONTRACT EXTENSION WITH ALTERNATIVE SERVICES CONCEPTS LLC

Submitting Dept

FINANCE & ADMIN

Contact Name/Phone

TIM DUNIVANT 625-6845

Contact E-Mail

TDUNIVANT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0410 - CONTRACT EXTENSION WITH ALTERNATIVE SERVICES CONCEPTS LLC

Agenda Wording

3 year contract extension with ASC to provide City Claims Management Services.

Summary (Background)

The original contract dated October 8, 2013 for Altenative Services Concepts to provide City Claims Management Services is being extended on a 3 year period until October 31, 2021.

Fiscal Impact

Grant related? NO
Public Works? NO

Budget Account

Expense	\$ 311535.15 - 2018/2019	# 5800-78100-14710-54620
Expense	\$ 320881.21 - 2019/2020	# 5800-78100-14710-54620
Expense	\$ 330507.65 - 2020/2021	# 5800-78100-14710-54620
Select	\$	#

Approvals

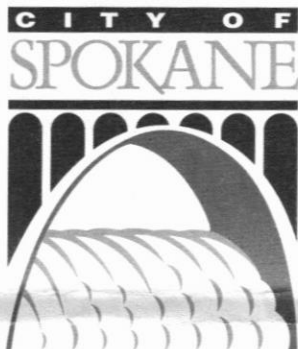
Dept Head	STOPHER, SALLY
Division Director	MARCHAND, CRYSTAL
Finance	BUSTOS, KIM
Legal	DALTON, PAT
For the Mayor	DUNIVANT, TIMOTHY

Council Notifications

Study Session	
Other	Finance Committee 3/19
Distribution List	
	tdunivant@spokanecity.org
	rkokot@spokanecity.org

Additional Approvals

Purchasing



City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **CLAIMS MANAGEMENT SERVICES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ALTER-NATIVE SERVICES CONCEPTS, LLC**, whose address is 2501 McGavok Pike, Suite 802, Nashville, TN 37214 as ("**ASC**"), Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein ASC agreed to provide for the City CLAIMS MANAGEMENT SERVICES; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 8, 2013 and October 21, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on November 1, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through October 31, 2021.

4. COMPENSATION.

The City shall pay ASC a maximum amount not to exceed **THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED THIRTY FIVE AND 15/100 DOLLARS (\$311,535.15)** for the first year of the contract, and increase three percent (3%) each year thereafter; **THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED EIGHTY ONE AND 21/100 DOLLARS (\$320,881.21)** for the second year of the contract, and **THREE HUNDRED THIRTY THOUSAND FIVE HUNDRED SEVEN AND 65/100 DOLLARS (\$330,507.65)** for the third year.

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

ALTERNATIVE SERVICE CONCEPTS, LLC

CITY OF SPOKANE

By Pamela Finch 3/28/18
Signature Date

By _____
Signature Date

Pamela Finch
Type or Print Name

Type or Print Name

Chief Operations Officer
Title

Title

Attest:

Approved as to form:

City Clerk

Pat Dalsh
Assistant City Attorney

18-060



Agenda Sheet for City Council Meeting of:
04/16/2018

Date Rec'd	4/4/2018
Clerk's File #	OPR 2013-0741
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	GAVIN COOLEY 6585
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0410 - BOND COUNSEL SERVICES AMENDMENT

Agenda Wording

Amendment and extension to Bond Counsel contract originally with K&L Gates, assigned to McAloon Law PLLC.

Summary (Background)

Additional funds are necessary for any bond related issues that may arise. Since 2013, under the terms of the Bond Counsel Agreement entered into after a competitive bid process, the City has spent \$247,536.61 for bond issuance and associated special counsel work.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 30,000.00			# 0020-88100-18900-54105	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		STOPHER, SALLY		<u>Study Session</u>	
<u>Division Director</u>		DUNIVANT, TIMOTHY		<u>Other</u>	
				04/16/18 Finance Committee	
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		laura@mcaloon-law.com	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		gcooley@spokanecity.org	
<u>Additional Approvals</u>				sdhansen@spokanecity.org	
<u>Purchasing</u>					



City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **BOND COUNSEL SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **McALOON LAW PLLC**, whose address is 421 West Riverside Avenue, Suite 515, Spokane, Washington 99201 as ("Bond Counsel"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Bond Counsel agreed to provide for the City Bond Counsel Services to the City; and

WHEREAS, the Fee Schedule needs to be amended to reflect the Bond Counsel's current fee rate; and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 16, 2013 and November 4, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment / Extension shall become effective on January 1, 2018 and shall end on December 31, 2018.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

McALOON LAW PLLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:
Amended Fee Schedule

AMENDED FEE SCHEDULE

HOURLY RATES

Laura McAloon [\$250]

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
 - Computerized Legal Research
 - Court Reporter Appearance Fees
 - Deposition (Transcription and/or Video) Fees
 - Fees for Retrieval of Records
 - Mediation or Arbitration Fees
 - Court Costs and Filing Fees
 - Payments to Outside Investigators
 - Expert Witnesses and/or Expert Consultants
 - Court Transcripts
 - Demonstrative Aids
 - Witness Fees
 - Mileage (See General Conditions)
 - All Other Items for which the Firm may advance or incur costs for the City's benefit



Agenda Sheet for City Council Meeting of: 04/16/2018

<u>Date Rec'd</u>	4/2/2018
<u>Clerk's File #</u>	OPR 2018-0221
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2018043
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370-LOW BID AWARD-POE ASPHALT PAVING, INC.

Agenda Wording

Low Bid of Poe Asphalt Paving, Inc., (Post Falls, ID) for 2018 Residential Chip Seal Program - \$869,330.50. An administrative reserve of \$86,933.05 which is 10% of the contract price will be set aside. (Various Neighborhood Council)

Summary (Background)

On March 26, 2018 bids were opened for the above project. The low bid was from Poe Asphalt Paving, Inc., in the amount of \$869,330.50, which is \$109,379.50 or 14.39% over the Engineer's Estimate; one other bid were received as follow: Shamrock Paving Inc., - \$885.800.00.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 956,263.54	# 1990 49842 42800 54201 99999
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 3/19/18
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Engineering Admin
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		mdoval@spokanecity.org

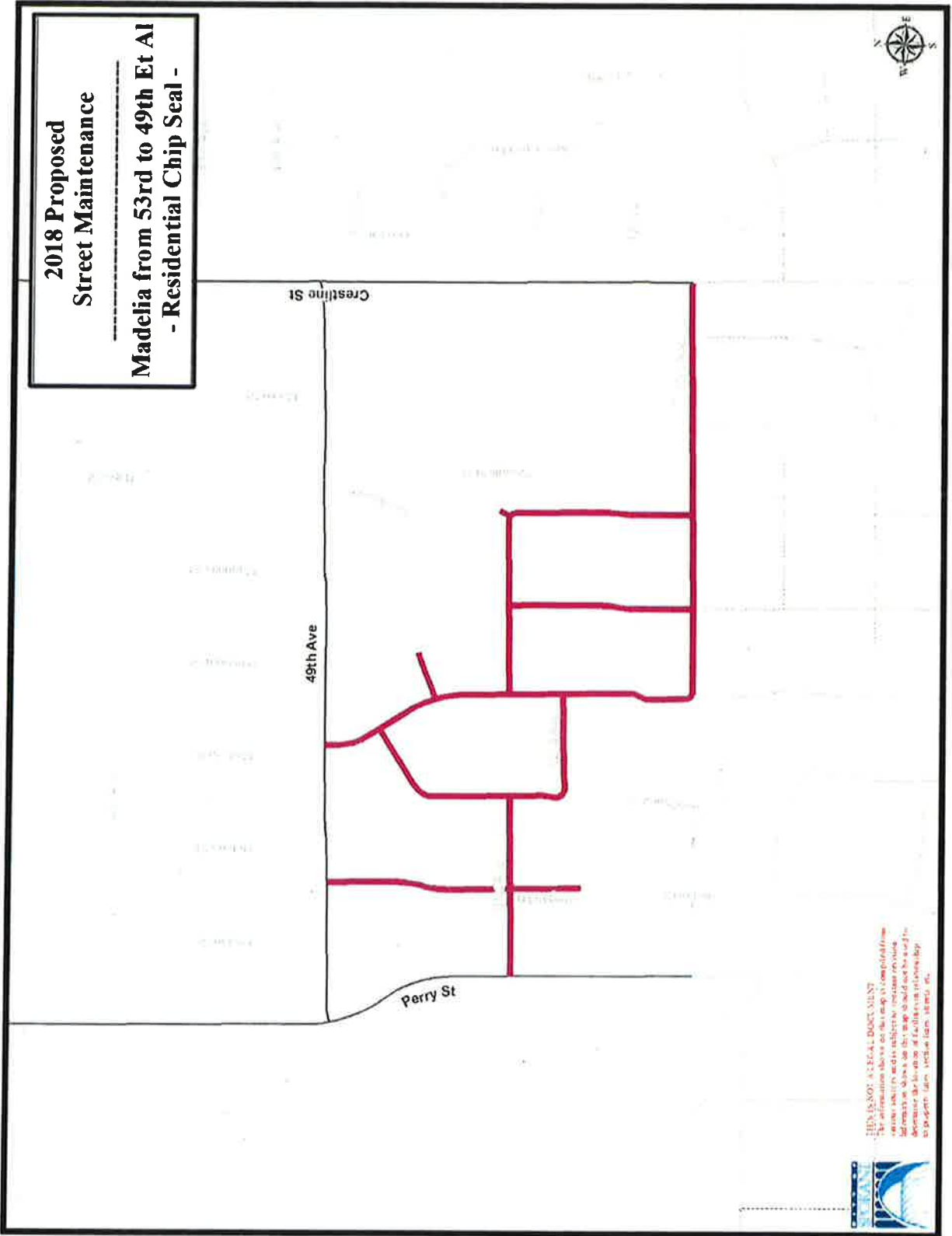
Briefing Paper

Finance & Administration

Division & Department:	Engineering Services; Public Works
Subject:	2018 Residential Chipseal (2018043)
Date:	March 19, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The project is in the 6 Year Street Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
Background/History: <ul style="list-style-type: none"> This project will chip seal residential streets in three areas as shown on the attached exhibits. Public involvement consisted of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. 	
Executive Summary: <ul style="list-style-type: none"> This project is the annual TBD funded residential chip seal project. Included areas are shown on the attached exhibits Engineer's estimate is \$760,000 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**2018 Proposed
Street Maintenance

Madelia from 53rd to 49th Et Al
- Residential Chip Seal -**



THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to certain revisions. It is not intended to be used as a legal document. It is the responsibility of the user to determine the location of facilities and other items shown on this map.



2018 Proposed Street Maintenance

Nora from Astor to Hamilton Et Al
- Residential Chip Seal -

Dakota St

Indiana Ave

Indiana Ave

Dakota St

Hamilton St

Mission Ave

Mission Ave

Ruby St

Sharp Ave

This is not a final map. The information shown on this map is compiled from various sources and is subject to change without notice. Information shown on this map should not be used to determine the location of facilities or relationship to property lines, streets, etc.



**2018 Proposed
Street Maintenance
Riverview from Columbia to A Et Al
- Residential Chip Seal -**

Northwest Blvd



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responsible for any errors or omissions.
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responsible for any errors or omissions.



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

Project Number: 2018043

Project Description Residential Chip Seal Program - 2018

Original Date 2/28/2018 8:05:28 AM

Funding Source Local

Update Date 3/26/2018 1:27:15 PM

Preparer Rich Proszek

Addendum

Project Number: 2018043			Engineer's Estimate		Poe Asphalt Paving		Shamrock Paving Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Street Schedule					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	600.00	*****	500.00	*****	1,000.00	*****	0.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	30,000.00	*****	8,500.00	*****	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	350.00	2,100.00	522.50	3,135.00	500.00	3,000.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	4,125.00	*****	4,500.00	*****	0.00
106	MOBILIZATION	1 LS	*****	56,000.00	*****	95,000.00	*****	85,000.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	85,000.00	*****	192,500.00	*****	149,623.00	*****	0.00
108	SEQUENTIAL ARROW SIGN	200 HR	5.00	1,000.00	2.75	550.00	5.00	1,000.00	0.00	0.00
109	TYPE III BARRICADE	80 EA	75.00	6,000.00	44.00	3,520.00	30.00	2,400.00	0.00	0.00
110	CLEARING AND GRUBBING	1 LS	*****	1,500.00	*****	11,000.00	*****	8,000.00	*****	0.00
111	TREE PRUNING	326 EA	170.00	55,420.00	104.50	34,067.00	100.00	32,600.00	0.00	0.00
112	ASPHALT EMULSION, CRS-2P	105 TO	540.00	56,700.00	573.00	60,165.00	675.00	70,875.00	0.00	0.00
113	ASPHALT FOR FOG SEAL	55 TO	460.00	25,300.00	521.00	28,655.00	535.00	29,425.00	0.00	0.00
114	AGG. FOR BST, FA-2	99900 SY	1.40	139,860.00	1.51	150,849.00	1.74	173,826.00	0.00	0.00

<i>Project Number:</i> 2018043			<i>Engineer's Estimate</i>		Poe Asphalt Paving		Shamrock Paving 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> Street Schedule					Sales tax shall be included in unit prices					
115	ADDITIONAL BROOMING	24 HR	180.00	4,320.00	99.00	2,376.00	275.00	6,600.00	0.00	0.00
116	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	85 TO	110.00	9,350.00	170.00	14,450.00	150.00	12,750.00	0.00	0.00
117	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64- 28, 4 INCH THICK	1950 SY	45.00	87,750.00	33.75	65,812.50	43.00	83,850.00	0.00	0.00
118	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1950 SY	40.00	78,000.00	23.50	45,825.00	37.00	72,150.00	0.00	0.00
119	CRACK SEALING	125000 LF	0.75	93,750.00	0.72	90,000.00	0.70	87,500.00	0.00	0.00
120	CRACK SEALING 1-INCH to 3-INCH	14500 LF	1.00	14,500.00	1.32	19,140.00	1.40	20,300.00	0.00	0.00
121	CRACK SEALING 3-INCH to 6-INCH	2700 LF	10.00	27,000.00	3.30	8,910.00	10.00	27,000.00	0.00	0.00
122	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	5 EA	180.00	900.00	715.00	3,575.00	400.00	2,000.00	0.00	0.00
123	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5 EA	300.00	1,500.00	715.00	3,575.00	500.00	2,500.00	0.00	0.00
124	ESC LEAD	1 LS	*****	1,500.00	*****	500.00	*****	750.00	*****	0.00
125	INLET PROTECTION	10 EA	90.00	900.00	110.00	1,100.00	65.00	650.00	0.00	0.00
<i>Schedule Totals</i>				759,951.00		869,330.50		885,800.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	759,951.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	759,951.00
Poe Asphalt Paving	869,330.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	869,330.50
Shamrock Paving Inc	885,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	885,800.00

Low Bid Contractor: Poe Asphalt Paving

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$869,330.50	\$759,951.00	14.39 % Over Estimate
Bid Totals	\$869,330.50	\$759,951.00	14.39 % Over Estimate



Agenda Sheet for City Council Meeting of:
04/16/2018

Date Rec'd	3/30/2018
Clerk's File #	OPR 2018-0222
Renews #	
Cross Ref #	
Project #	2016088
Bid #	
Requisition #	BT

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	KEVIN PICANCO 625-6088
Contact E-Mail	KPICANCO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - SPOKANE BIKE SHARE - TOOLE DESIGN GROUP

Agenda Wording

An RFQ was issued in December 2017 for a Bike Share Study Transportation Planning Consultant. Toole Design Group was the selected consultant.

Summary (Background)

A Federal grant was received for use in 2018 for a Bike Share Study for Spokane. Six consultants submitted proposals and Toole Design Group was selected. Significant advancements and changes have occurred recently for Bike Share systems and this study will provide guidance on how best to implement Bike Share in Spokane.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$	49,974.00	#	3200 95106 42800 54201 99999
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		DAVIS, MARCIA	<u>Study Session</u>	
<u>Division Director</u>		SIMMONS, SCOTT M.	<u>Other</u> PIES 1/22/18	
<u>Finance</u>		ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>			icm accounting@spokanecity.org	
<u>Purchasing</u>			kpicanco@spokanecity.org	
			awitte@tooledesign.com	



City of Spokane
CONSULTANT AGREEMENT
TOOLE DESIGN GROUP
SPOKANE BIKE SHARE PROJECT

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **TOOLE DESIGN GROUP** whose address is 319 Southwest Washington Street, Suite 800, Portland, Oregon, 97204, as ("Consultant").

WHEREAS the City of Spokane desires to implement a bike share system for the City of Spokane;

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 10, 2018, and ends on June 30, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

The Consultant shall provide the following services for the City:

Conduct economic analysis, geographic analysis and design work for the implementation of a bike share system

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

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **FORTYNINE THOUSAND, NINE HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS (\$49,974.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded

without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane, Engineering Services, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3343. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. CITY OF SPOKANE BUSINESS LICENSE.

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

7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts

detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. AUDIT.

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

12. INDEPENDENT CONSULTANT.

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

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by

the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

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

16. STANDARD OF PERFORMANCE.

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

17. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

18. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

19. ANTI KICK-BACK.

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

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

TOOLE DESIGN GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

E-Mail Address

Approved as to form:

602-611-046

UBI No.

Assistant City Attorney

Attest:

City Clerk Date

Attachments that are part of this Agreement:

Attachment A – Debarment Certification Form

Attachment B – Consultant's General Scope of Work

18-fip

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

Toole Design Group	
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)

<hr/> Name of Certifying Official (Type or Print) <hr/>	<hr/> Signature <hr/>
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

Briefing Paper

PIES

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Bike Share Program Design Contract
Date:	1/22/18
Contact (email & phone):	bblankenagel@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Bike Share program framework, draft legislation, internal staffing needs
Background/History: <i>Federal grant received in 2015 for use in 2018 to do preliminary design of bike share for Spokane. An RFQ was issued in December, 2017 to bring a transportation planning consultant on board. Six submissions were reviewed, and Toole Design Group was selected. 2017 was a ground-breaking year for bike share in America, and this contract will bring the latest innovations to the ground for Spokane.</i>	
Executive Summary: <ul style="list-style-type: none"> Bike share design to be done by a transportation planning consultant RFQ had 6 submissions, and Toole Design Group was selected Consultant will conduct public outreach, physical assessment, and gather stakeholder input Deliverable will be framework layout for bike share programming to include <ul style="list-style-type: none"> Recommendations for system initiation Permitting/legislation process drafts Internal staffing recommendations 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: Federal transportation grant with local match, total project: \$80,000	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 13, 2018

Mr. Scott Simmons
Director, Public Works and Utilities
City of Spokane
808 West Spokane Falls Blvd., 2nd Floor
Spokane, Washington 99201

**City of Spokane
Spokane Bike Share
STPUL-1220(037)
FUND AUTHORIZATION**

RECEIVED

FEB 16 2018

ENGINEERING SERVICES

Dear Mr. Simmons:

We have received FHWA fund authorization, effective February 9, 2018, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Planning	\$80,000	\$53,143

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-9247 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. *Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within ninety (90) days of the End Date or they are ineligible for federal reimbursement.*

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:tm:ac
Enclosure

cc: Keith Martin, Eastern Region Local Programs Engineer



**Washington State
Department of Transportation**

Agency City of Spokane

Address 808 W. Spokane Falls Blvd

AGENCY

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No. STPUL-1220(037)

Agreement No. LA 9247

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Spokane Bike Share

Length n/a

Termini Downtown to City Limits

Description of Work

Bike share system design will incorporate the present economic, geographic, and social conditions to outline the basic conditions under which bike share will be a sustainable feature of Spokane's transportation infrastructure.

Project Agreement End Date 3/31/2020

Proposed Advertisement Date

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	\$ 60,936.00	\$ 8,226.00	\$ 52,710.00
86.5 %	b. Other Agency Elig. Non-part	\$ 18,564.00	\$ 18,564.00	
Federal Aid	c. Other			
Participation	d. State	\$ 500.00	\$ 67.00	\$ 433.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	\$ 80,000.00	\$ 26,857.00	\$ 53,143.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate (e+j+q)	\$ 80,000.00	\$ 26,857.00	\$ 53,143.00

Agency Official

By Scott Simon

Title Public Works Director

Washington State Department of Transportation

By [Signature]

Director, Local Programs

Date Executed FEB 08 2018

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of
\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Klein Agency, LLC. P.O. Box 219 Timonium MD 21094	CONTACT NAME: PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com
INSURED Toole Design Group, LLC 8484 Georgia Avenue, Suite 800 Silver Spring MD 20910-5609	INSURER(S) AFFORDING COVERAGE INSURER A: National Surety Corp. NAIC # 21881 INSURER B: American Automobile Ins. Co. 21849 INSURER C: Hartford Underwriters Ins Co 30104 INSURER D: Continental Casualty Company 20443 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 18-19**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ABC80920315	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MXA80329245	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FleetCover End't \$ Various
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ABC80920315 Follows Form	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	30WECCN9232	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MCH591868957	01/01/2018	01/01/2019	Each Claim \$2,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Spokane Bike Share Design; #4408-17

TDG Project Number: E051

Note to TDG: Keep insurance for at least 3 years after project ends. Contract end date Dec. 2018, with 4x possible 1 year renewals – see Section 1.4.

(Possible renewal until 2022) Contact PM Rae-Leigh or Adrian for exact end date

See attached for specific additional insured wording.

CERTIFICATE HOLDER**CANCELLATION**City of Spokane – Purchasing 4th Floor, City Hall
806 W. Spokane Falls Blvd

Spokane

WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMENTS/REMARKS

If required under an insured written contract, executed prior to any loss, City of Spokane, its officers, and employees are an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Toole Design Group, LLC.

If required under an insured written contract, executed prior to any loss, City of Spokane, its officers, and employees are an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees Toole Design Group, LLC.

If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for City of Spokane, its officers, and employees under the General Liability, Automobile Liability and Workers Compensation Policies.

It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.



Agenda Sheet for City Council Meeting of:
04/16/2018

Date Rec'd	4/4/2018
Clerk's File #	OPR 2018-0223
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFB #4443-18
Agenda Item Type	Contract Item	Requisition #	CR 19240
Agenda Item Name	4490-REPLACEMENT OF REFUSE CRANES AT THE WTE		

Agenda Wording

Replacement of two refuse cranes at the Waste to Energy Facility. The first crane is scheduled for replacement in the fall of 2018 and the second in January of 2019. Total cost for purchase and installation of both cranes is \$4,428,845.14.

Summary (Background)

The existing refuse cranes at the Waste to Energy Facility are more than 25 years old, and it has become increasingly difficult to source critical repair components because of this. Cost estimates for repairs and future maintenance costs, were the basis for budgeting for their replacement at this time. Public Works Bid # 4443-18 was released to provide and install the existing refuse cranes. Knight Construction of Deer Park, WA was the lowest responsive bidder of the two bids received.

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

Expense	\$ 2018- \$2,090,672.57	# 4490-44100-94000-56401
Expense	\$ 2019 -\$2,338,172.57	# 4490-44100-94000-56401
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	UE 4/9/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		cgeorge@knightconst.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The cost for the cranes, spare parts and installation is \$4,026,222.85, including taxes. There is also a 10% administrative reserve included totaling \$402,622.29, for a total project budget of \$4,428,845.14.

Summary (Background)

Payment for a percentage of the total contract amount is required at intervals throughout the project. The percentage of payment schedule is as follows:

1st Crane - Completion & Acceptance of Engineering Package	
Mar-18 11.00% 1st Crane - WEMCO Receipt of Crane Components and Steel	Jun-18 11.00% 1st Crane
- Delivery to Site	Nov-18 11.00% 1st Crane - Acceptance & Commissioning
Dec-18 22.00% 2nd Crane - Delivery to site	Jan-19 30.00% 2nd
Crane - Acceptance & Commissioning	Jan-19 15.00%

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

Distribution List

Briefing Paper

Urban Experience

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Replacement of Refuse Cranes at the Waste to Energy Facility
Date:	April 9, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience and Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	❄ Consent ● Discussion ● Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Initiative – Sustainability of the WTEF operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<p>Background/History:</p> <p>The existing refuse cranes at the Waste to Energy Facility are more than 25 years old; installed as part of the original construction. There have been no major upgrades since that time. The degradation of the cranes as well their age have made them increasingly difficult to source critical repair components for, as they are no longer supported or available.</p> <p>An independent Engineering firm provided a condition report on the cranes in 2017 that indicated the major components of the cranes had exceeded their life expectancy. Cost estimates for those repairs, as well as the ongoing increase in maintenance costs year over year, were the basis for budgeting for their replacement at this time.</p> <p>Public Works Bid # 4443-18 was released to provide and install the existing refuse cranes. Knight Construction of Deer Park, WA was the lowest responsive bidder of the two bids received. The cost for the project is \$4,026,222.85, including taxes and also includes a 10% administrative reserve totaling \$402,622.29, for a total project budget of \$4,428,845.14.</p> <p>The project will span the 2018 & 2019 budget years with the delivery and installation of the 1st crane in the fall of 2018 and the 2nd crane in January of 2019. Both cranes are being supplied by WEMCO, a local company located less than a mile from the WTE Facility.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Replacement of two refuse handling cranes at the Waste to Energy Facility. • Current cranes are aging and replacement parts and support are becoming obsolete. • RFB #4443-18 was issued and two bid responses were received. • Knight Construction of Deer Park, WA was the lowest bidder. • Cost of the project is \$4,428,845.14. (Including taxes and a 10% administrative reserve) • The first crane will be installed in the fall of 2018, and the second crane will be installed in 2019, spanning two budget years. • Cranes being supplied by WEMCO, a local Spokane company. 	

Budget Impact:

Approved in current year budget? ❄ Yes ● No ● N/A

Annual/Reoccurring expenditure? ● Yes ❄ No ● N/A

If new, specify funding source: Solid Waste Disposal 2018 & 2019 Capital Budget

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:

Known challenges/barriers:



Agenda Sheet for City Council Meeting of:
04/09/2018

Date Rec'd	3/28/2018
Clerk's File #	CPR 1981-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording

Appointment of Diana Painter to the Plan Commission, to fill a vacated seat until 12/31/20.

Summary (Background)

Appointment of Diana Painter to the Plan Commission, to fill a vacated seat until 12/31/20.

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



Agenda Sheet for City Council Meeting of: 04/16/2018

Date Rec'd	4/3/2018
Clerk's File #	RES 2018-0029
Renews #	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	BORIS BORISOV 625-6156	Project #	
Contact E-Mail	BBORISOV@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - WONDER BUILDING DEVELOPMENT AGREEMENT		

Agenda Wording

Provide strategic investment for eligible public improvement costs related to the redevelopment of the Wonder Building. The project will move electric and other utility infrastructure from poles to underground facilities and will be eligible

Summary (Background)

In connection with plans to renovate the Wonder Building to provide a mixed-use project which will include office, retail, public market, and parking garage with retail on the first floor, Wonder Spokane applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Wonder Spokane to renovate the Wonder Building,

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

Expense	\$ 171,127	# 1920-30210-58700-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KINDER, DAWN	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	Finance Committee
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	bborisov@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	htrautman@spokanecity.org	
<u>Additional Approvals</u>		aworlock@spokanecity.org	
<u>Purchasing</u>		dkinder@spokanecity.org	
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	bstuckart@spokanecity.org	
		rromero@spokanecity.org	
		cwoff@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

for partial reimbursement by the City up to \$171,127.

Summary (Background)

the Project Review Committee recommended a financial incentive of \$171,127 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

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

Distribution List

jrichman@spokanecity.org	
amcdaniel@spokanecity.org	
sbishop@spokanecity.org	

RESOLUTION NO. 2018-0029

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND WONDER SPOKANE, LLC RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS.

WHEREAS, in connection with plans to renovate the Wonder Building to provide a mixed-use project which will include office, retail, public market, and parking garage with retail on the first floor (the "Project"), Wonder Spokane applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Wonder Spokane to renovate the Wonder Building, the Project Review Committee recommended a financial incentive of \$171,127 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

WHEREAS, the City Council accepted the Project Review Committee's recommendation regarding Wonder Spokane's incentive application on August 24, 2017 at the Finance Committee meeting. Staff proceeded to prepare a development agreement with Wonder Spokane setting forth the terms and conditions under which the \$171,127 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

WHEREAS, pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

WHEREAS, Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

WHEREAS, pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements obligating party to fund or provide infrastructure.

WHEREAS, the Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City. In addition to a direct benefit to the City in terms of increased sales and property tax revenues, indirect benefits include encouraging the revitalization and utilization of historic and older commercial buildings in the City's core, providing a mixed-use development that brings employment, and

shopping activities into Spokane's North Bank, and contributes to the public realm by providing additional street level amenities.

WHEREAS, in addition to providing a public benefit, the Project also directly aligns with policy included in the Comprehensive Plan for the City of Spokane supporting the undergrounding of utilities, as outlined below.

Shaping Spokane: Comprehensive Plan for the City of Spokane

Chapter 5: Capital Facilities and Utilities (CFU)

5.3 Goals and Policies

CFU 4: Service Provision

Goal: Provide public services in a manner that facilitates efficient and effective delivery of service and meets current and future demand.

Policy CFU 4.3: Underground Utilities

Require new utility lines to be installed underground and encourage the conversion of existing overhead distribution lines to underground lines unless it is not physically feasible.

Discussion: Running utility lines underground is often an effective approach to minimizing power outages that result from natural hazards. Underground utilities also improve the community's visual character by removing unsightly poles and lines. These potential benefits, therefore, should be weighed heavily against service requirements and the cost of burying new electrical, cable, and telephone lines underground. Wherever feasible, public and private utility providers should also be encouraged to convert existing overhead distribution lines to underground lines wherever major road construction projects afford such an opportunity.

WHEREAS, Development Agreements are specifically authorized by RCW 36.70B.170 through .210 and Chapter 17A.060 SMC as a proper exercise of the City's police power;

WHEREAS, the Project is consistent with the requirements of the City's Comprehensive Plan and applicable development regulations;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached Development Agreement are hereby adopted as the Council's findings in support of this Resolution.
2. The Development Agreement is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____, 20____.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Development Agreement

DEVELOPMENT AGREEMENT RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS

THIS DEVELOPMENT AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and WONDER SPOKANE, LLC, a Delaware limited liability company, as "Wonder Spokane", collectively referred to as the "Parties".

Recitals

A. In connection with plans to renovate the Wonder Building to provide a mixed-use project which will include office, retail, public market, and parking garage with retail on the first floor (the "Project"), Wonder Spokane applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Wonder Spokane to renovate the Wonder Building, the Project Review Committee recommended a financial incentive of \$171,127 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

B. The City Council accepted the Project Review Committee's recommendation regarding Wonder Spokane's incentive application on August 24, 2017 at the Finance Committee meeting. Staff proceeded to prepare a development agreement with Wonder Spokane setting forth the terms and conditions under which the \$171,127 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

C. Pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

D. Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

E. Pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements that obligate a party to fund or provide infrastructure.

F. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth

and the creation of new jobs within the City. In addition to a direct benefit to the City in terms of increased sales and property tax revenues, indirect benefits include encouraging the revitalization and utilization of historic and older commercial buildings in the City's core, providing a mixed-use development that brings employment, and shopping activities into Spokane's North Bank, and contributes to the public realm by providing additional street level amenities.

G. In addition to providing a public benefit, the Project also directly aligns with policy included in the Comprehensive Plan for the City of Spokane supporting the undergrounding of utilities, as outlined below.

Shaping Spokane: Comprehensive Plan for the City of Spokane

Chapter 5: Capital Facilities and Utilities (CFU)

5.3 Goals and Policies

CFU 4: Service Provision

Goal: Provide public services in a manner that facilitates efficient and effective delivery of service and meets current and future demand.

Policy CFU 4.3: Underground Utilities

Require new utility lines to be installed underground and encourage the conversion of existing overhead distribution lines to underground lines unless it is not physically feasible.

Discussion: Running utility lines underground is often an effective approach to minimizing power outages that result from natural hazards. Underground utilities also improve the community's visual character by removing unsightly poles and lines. These potential benefits, therefore, should be weighed heavily against service requirements and the cost of burying new electrical, cable, and telephone lines underground. Wherever feasible, public and private utility providers should also be encouraged to convert existing overhead distribution lines to underground lines wherever major road construction projects afford such an opportunity.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Construction of the Project. Wonder Spokane shall, at no cost or expense to the City, diligently perform and fully complete construction of the Project according to approved plans and permits, and in compliance with Title 17 of the Spokane Municipal

Code. Nothing herein shall create a contractual relationship or privity between the City and any contractors engaged by Wonder Spokane.

2. Construction of Public Improvements. Wonder Spokane will construct or cause to be constructed the following public improvements within the public right-of-way (the "Public Improvements"), subject to partial reimbursement by the City pursuant to the terms, limitations, and conditions of this agreement:

- Moving electric and other utility infrastructure from poles to underground facilities and procuring related materials for installation by Wonder Spokane or Avista Corporation ("Avista") (e.g., conduit and concrete for construction of a "duct bank" to house electrical lines, sand, and materials associated with the undergrounding of the electric and other utility lines), at an estimated cost of \$400,000.
- Other public improvements eligible for reimbursement pursuant to City of Spokane Administrative Policy and Procedure re Projects of City Wide Significance Incentive Policy, ADMIN 0650-16-02 and conducted in the public-right-of-way related to the Project that have a public benefit such as landscaping, streetscape elements, etc.

3. Partial Reimbursement. Subject to the terms and conditions of this agreement, the City agrees to reimburse Wonder Spokane's costs associated with the Public Improvements identified in Section 2 above, up to but not exceeding One Hundred Seventy One Thousand One Hundred and Twenty Seven and 00/100 Dollars (\$171,127.00). The City will make payments to Wonder Spokane, within sixty (60) days after the receipt of Wonder Spokane's application for payment, subject to the City's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Wonder Spokane's applications for reimbursement shall be subject to review by the City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

4. Prevailing Wages Required. As a condition for reimbursement under this agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. All payments for labor will be based on approved Affidavit of Wages Paid. Wonder Spokane and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of reimbursement under this agreement, comply with the following: Wonder Spokane and all contractors and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial

statistician. For the avoidance of doubt, Wonder Spokane intends to seek reimbursement for certain labor costs incurred by Avista in connection with the construction of the Public Improvements identified in Section 2 above, and for which Wonder Spokane is contractually obligated to reimburse Avista. The City agrees to reimburse Wonder Spokane for such labor costs, so long as Avista satisfies the requirements of this Section 4.

5. Inspection of Cost Records. Wonder Spokane and its contractors and subcontractors shall keep available for inspection by City representatives the cost records and accounts pertaining to this agreement.

6. Actual Material Costs. Reimbursement for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Wonder Spokane, its contractors and subcontractors, and/or Avista, without any mark up. All payments for materials will be based on approved quantities as verified by City inspectors, and receipt of actual and verified material payment by Wonder Spokane, its contractors and subcontractors and/or Avista, as the case may be.

7. Indemnity & Hold Harmless. Wonder Spokane shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by the City's negligence or intentional misconduct.

To the extent necessary to enforce Wonder Spokane's indemnification obligations hereunder, Wonder Spokane hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

Wonder Spokane's Initials

City's Initials

8. Insurance. At all times prior to City's approval of the completed Public Improvements, Wonder Spokane shall cause to be maintained in force at Wonder Spokane's own expense, each insurance noted below.

A. Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds, but only with respect to the construction of the Public Improvements.

B. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Wonder Spokane or its insurer(s) to the City.

C. Wonder Spokane shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

D. All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that City may carry.

E. Wonder Spokane shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Wonder Spokane shall furnish acceptable insurance certificates to the City at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Wonder Spokane fails to perform any of its obligations under this Section 8, the City may perform the same and may deduct such expenditures from its reimbursements to Wonder Spokane under this agreement. The City makes no representations that the types or amounts of coverage required to be carried by Wonder Spokane pursuant to this Section are adequate to protect Wonder Spokane. If Wonder Spokane believes that any of such insurance coverage is inadequate, Wonder Spokane will obtain, at Wonder Spokane's sole cost and expense, such additional insurance coverage as Wonder Spokane deems appropriate.

9. Additional Terms.

A. Waiver. No officer, employee, agent or otherwise of either party has the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right of the party entitled to performance to hereafter enforce each and every such provision. Either party's failure to insist

upon the strict performance of any provision of this agreement or to exercise any right based upon breach hereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

- B. Modification. No modification or amendment to this agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present agreement.
- C. Assignment. Neither party may assign or transfer in whole or in part, its interest in this agreement without the express written consent of the other party
- D. Compliance with Laws. The Parties hereto specifically agree to observe Federal, State and local laws, ordinances and regulations, to the extent that they may have any bearing on either providing any money under the terms of this agreement or the services actually provided under the terms of this agreement. This agreement shall not be construed or interpreted as a waiver of any conditions or requirements applicable to the Project. The City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
- E. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- F. Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.
- G. Notices. All notices called for or provided for in this agreement shall be in writing and must be served on any of the Parties either personally or by certified mail. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- H. Venue Stipulation. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this agreement or any provision hereto shall be

instituted only in the courts of competent jurisdiction within Spokane County, Washington.

- I. Headings. The article headings in this agreement have been inserted solely for purposes 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 articles to which they appertain.
- J. 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 Parties have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the Parties to execute the same.
- K. Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all work and services provided by Wonder Spokane will be solely with Wonder Spokane. No agent, employee, servant or otherwise of Wonder Spokane hereto shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose, and the employees of Wonder Spokane are not entitled to any of the benefits that the City provides for City employees. Wonder Spokane will solely and entirely be responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this agreement.

[Signature Page Follows]

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

WONDER SPOKANE, LLC

By: _____
Peter R. Mounsey, President

Wonder Building

Projects of Citywide Significance

Staff Report and Recommendation

June 28, 2017



Staff

Boris Borisov
Planning & Development Services
Economic Development Section

Applicant

Wonder Spokane LLC
Pete Mounsey

Authority

City of Spokane Administrative Policy and Procedure, Admin 0650-16-02
Projects of Citywide Significance Incentive Policy

Section 5.0 Policy: Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit "A" hereto in accordance with the policies and procedures described herein.

Procedure

6.1 Application: Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.

6.2 Determination of Qualification: Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.

6.3 Evaluation of Qualified Projects: Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.

6.4 Determination of Financial Incentive Value: The project's total score and other relevant data will be used to determine the financial incentive value based on the annually adopted project funding schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public

improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

6.5 Development Agreement: Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

6.6 City Council Approval: The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Project Description

The Wonder Building is being redeveloped into a mixed-use project which will include office, retail, and a public market. In addition, the project will include the construction of a new parking garage with retail on the first floor. Please see applicant's submittal information for more details.

Location & Context

The Wonder Building is located within the Kendall Yards/North Bank Target Area at 821 W. Mallon Avenue. Projects like Riverfront Park redevelopment, the Bosch Lot CSO tank, Kendall Yards, and the Falls Towers, will bring millions of dollars of investment into the North Bank. The Wonder Building project adds to this positive trend and will be an asset to the City of Spokane by providing jobs and increasing tax revenue.

Financial Partnership Portfolio Evaluation Matrix

Project Based Incremental Revenue

The three year total incremental revenue resulting from the project is estimated at \$355,634. **15 points are awarded to the project in this category.**

Job Creation

The completed project is expected to create approximately 574 full time positions. This includes 474 jobs in office and 100 in retail. The applicant provided 2016 Occupational Employment and Wage Estimates data and included Office and Retail Worker Categories that are most likely to be employed at this site. The average wage for office worker is \$30.44 per hour while the average for retail worker is \$16.82 per hour.

Categories for office worker range from accountants to sales managers while retail categories include bakers, bartenders, dishwashers, etc. To calculate percentage of jobs that pay greater than 130% of median per capita income (\$15 and higher), each office and retail category was ranked to determine the total number of categories that pay more than 130% of median per capita income and which pay less (see Table I. below).

TABLE I. WORKER CATEGORIES		
Office and Retail Combined		
Wage	Categories	Percent
# of categories that pay > 130% median per capita income	73	79%
# of categories that pay < 130% median per capita income	19	21%
Total	92	100%

Based on this calculation, it is anticipated that approximately 79% of the jobs created by this project will pay greater than 130% of median per capita income. **The resulting category score is 50 points.**

Comp Plan, Design and the Environment

The project qualifies under the following criteria:

- Project includes neighborhood or sub-area improvements **5 points**

- Mixed Use Development 5 points
- Historic Preservation 5 points
- Adaptive Reuse 5 points
- Blight Removal 5 points

Total Category Score: 25 points

Industry Cluster Advancement

The proposed use is not in an identified priority industry. **The resulting category score is 0 points.**

Geographic Priority Areas

The project is located in the Kendall Yards/North Bank Target Incentive Area. **The resulting category score is 10 points.**

Special Considerations Bonus

None.

Total Project Matrix Score: 100 points.

Incentive Value Calculations

The project's total matrix score (100 points) and 3-year revenue return to the City (\$355,634) are used to calculate the incentive value for the project as shown in the Table II below. By scoring in the highest category the project warrants a base incentive of **\$100,000** plus **20%** of the three year revenue (\$71,127) for a total incentive value of **\$171,127**.

Table II. Matrix Score

Values-Based Score	100			
Revenue (3-Year)	\$ 355,634			
Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$71,127	\$171,127
70	\$80,000	15%	\$53,345	\$133,345
55	\$60,000	10%	\$35,563	\$95,563
40	\$40,000	5%	\$17,782	\$57,782
<40	\$0	0%	\$0	\$0

Recommendation

Staff finds that the project will provide significant public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of \$171,127 towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy.

Upon the Project Review Committee's final determination of project score and level of financial partnership eligibility, staff and the project proponent will prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval and signature by the Mayor. The determination of financial incentive value and corresponding development

agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Wonder Building

PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: ¹⁰⁰ 105

Incentive Value: \$171,127

Pursuant to the Projects of Citywide Significance Incentive Policy, the Project Review Committee, hereby:

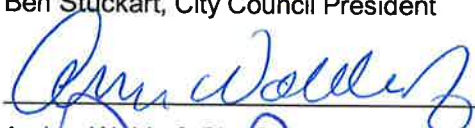
- ☒ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated.
- ☐ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated, with the following modifications:

Project Review Committee Members:




Ben Stuckart, City Council President

7-24-2017
Date:



Amber Waldref, City Council

7-24-2017
Date:



Rick Romero, Office of the Mayor

7-24-2017
Date:



Jonathan Mallahan, Director
Neighborhood and Business Services Division

7-24-2017
Date:

cc: Lisa Key, Director, Planning & Development
B, Planning & Development
Applicant

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

04/16/2018

Date Rec'd

4/4/2018

Clerk's File #

RES 2018-0030

Renews #**Cross Ref #**

RES 2017-0074

Project #**Bid #****Requisition #**

TBD

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/Phone

KELLY KEENAN 625-6056

Contact E-Mail

KKEENAN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

1680 - RESOLUTION FOR THE SUBSTANTIAL AMENDMENT TO THE ANNUAL

Agenda Wording

The Department seeks approval of the Resolution for the Substantial Amendment in order to submit it to the U.S. Department of Housing and Urban Development.

Summary (Background)

CHHS is proposing Substantial Amendments to the 2014, 2015, 2016, and 2017 Annual Action Plans. The Annual Action Plan is a process for communicating to the Spokane community and to HUD regarding how the City intends to allocate resources from CDBG, HOME, and ESG. Substantial Amendments are intended to communicate with the community when projects are cancelled or added to the Annual Action Plan list of projects. See attached briefing paper for further detail).

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

KEENAN, KELLY

Division Director

KINDER, DAWN

Finance

HUGHES, MICHELLE

Legal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Council Notifications**Study Session**

Urban Experience -

Other

CHHS Board - 4/11/18

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Additional Approvals**Purchasing****CITY COUNCIL**

MCCLATCHEY, BRIAN

GRANTS &

STOPHER, SALLY

RESOLUTION 2018-0030

A Resolution Making Substantial Amendments to the City's Annual Action Plan for CDBG, HOME and ESG.

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in meeting these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, the City has received substantial sums of money over the years from the federal government for the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME) and the Emergency Solutions Grant Program (ESG); and

WHEREAS, the City has adopted Annual Action Plans for expenditures of these funds annually, but not all funds have been expended as anticipated by the Annual Action Plans for 2014, 2015, 2016, and 2017; and

WHEREAS, the City desires to amend its approved plan by making a change in the City's allocation priorities AND by using funds from a program covered by the City's consolidated plan not previously described in the adopted Action Plan; and

WHEREAS, 24 CFR § 91.505 describes the process for making substantial amendments to our Plan, which process has been followed and will be completed prior to the substantial amendments being finalized; and

WHEREAS, various anticipated community projects have not come to fruition, resulting in substantial amounts of funds that need to be reallocated to current funding priorities that align with the 2015-2020 Consolidated Plan; and

WHEREAS, CHHS is proposing specific reallocations of these funds; and

WHEREAS, CHHS also manages a Revolving Loan account and desires to make changes to how that account is managed by capping the amount of funds in the account at \$600,000; and

WHEREAS, any funds above the newly capped amount in the Revolving Loan account will be used to fund the Essential Home Repair Program and other CDBG eligible activities;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council resolves:

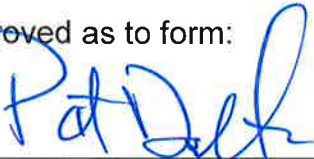
The City's Action Plan shall be substantially amended as follows:

- a. A combined total of \$1,829,454.51 of excess program income and money from projects that never came to fruition from calendar years 2014-16 will be used to support the projects listed in the Attachment to this Resolution, and
- b. CHHS will revise its existing Revolving Loan account by capping the maximum amount of Revolving Loan funds at \$600,000 to fund the existing Single Family Rehab Program with receipted funds in excess of that \$600,000 cap being allocated as Program Income to fund the Essential Home Repair Program and other CDBG eligible activities, and
- c. The Current Revolving Loan Fund Balance will be reduced by the amount in excess of \$600,000, resulting in an account Balance in that fund of \$600,000 and the reduced funds being used to fund a portion of the 2017 Program Year projects listed in the Attachment to this Resolution.

Adopted by the City Council _____

City Clerk

Approved as to form:



Assistant City Attorney

Briefing Paper

Urban Experience Committee

Division & Department:	Community, Housing, and Human Services Department of the Neighborhood and Business Services Division
Subject:	Resolution for the Substantial Amendment to the Annual Action Plan for CDBG, HOME, and ESG
Date:	03/29/2018
Author (email & phone):	Cassi Brown (cbrown@spokanecity.org & 625-6053)
City Council Sponsor:	
Executive Sponsor:	Kelly Keenan, CHHS Director
Committee(s) Impacted:	Public Safety and Community Health Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Consolidated Community Development and Housing Plan
Strategic Initiative:	Safe and Healthy
Deadline:	April 23, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The Department seeks approval of the Resolution for the Substantial Amendment in order to submit it to the U.S. Department of Housing and Urban Development.
Background/History: CHHS is proposing Substantial Amendments to the 2014, 2015, 2016, and 2017 Annual Action Plans. The Annual Action Plan is a process for communicating to the Spokane community and to HUD regarding how the City intends to allocate resources from the Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant Program (ESG). Substantial Amendments are intended to communicate with the community when projects are cancelled or added to the Annual Action Plan list of projects.	
Executive Summary: <ul style="list-style-type: none"> CHHS has been working over the past several years to address excess program income and projects that have never come to fruition. As a result, large sums of funds are needed to be reallocated to current funding priorities that align with the 2015 – 2020 Consolidated Plan. Staff has reallocated \$405,724.70 from program year 2014, \$395,790.70 from program year 2015, and \$1,027,939.00 from program year 2016. These allocations (\$1,829,454.51 combined total) are supporting the projects listed in the attachment during the 2017 program year. CHHS intends to revise how the existing Revolving Loan (RL) account is managed going forward. Current practice allows for RL funds to grow uncapped making it difficult to fund other eligible projects and address timeliness issues. CHHS will cap the maximum amount of RL funds held at \$600,000.00 to fund the existing Single Family Rehab Program. All receipted funds in excess of the \$600,000.00 cap will be receipted as Program Income (PI). PI funds will be used to fund the Essential Home Repair Program and other CDBG eligible activities to ensure timely expenditure of funds. CHHS will reallocate funds in excess of \$600,000.00 from the current RL account balance. This action will leave the RL account with \$600,000.00 to maintain the Single Family Rehab Program and allow all additional funds to fund a portion of the 2017 Program Year projects listed in the attachment. At a public hearing held on February 7, 2018 the CHHS Board approved the opening of the 30 day public comment period that closed March 9, 2018. No comments were received and the 	

finalized Substantial Amendments are scheduled to be approved at the CHHS Board Meeting on April 11, 2018.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts: Revenue generated from the revolving loan account over the \$600,000 threshold will be reallocated to support other CDBG eligible activities.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: Changes only to how the revolving loan account is managed in the Department, as detailed above.

Known challenges/barriers: None.

2014 PROGRAM YEAR PROJECTS (CDBG)

<u>Subrecipient</u>	<u>Project Title</u>	<u>Amount Funded</u>
Transitions	2017 Public Service - New Leaf	\$ 50,000.00
Transitions	2017 Public Service - TLC EduCare	\$ 68,000.00
Transitions	2017 Public Service - Miryam's House Alumni Program	\$ 8,526.00
Transitions	2017 Capital Improvement - Hemlock Street	\$ 205,350.00
City of Spokane	2017 Neighborhood Parks - Mission Park	\$ 33,800.00
Transitions	2017 Public Service - Women's Hearth	\$ 11,359.68
City of Spokane	2017 Neighborhood Parks - Coeur D'Alene Park	\$ 600.00

2015 PROGRAM YEAR PROJECTS (CDBG)

<u>Subrecipient</u>	<u>Project Title</u>	<u>Amount Funded</u>
Transitions	2017 Public Service - Women's Hearth	\$ 18,640.32
City of Spokane	2017 Neighborhood Parks - Coeur D'Alene Park	\$ 49,400.00
GSC Meals on Wheels	2017 Public Service - Senior Meals	\$ 50,400.00
Second Harvest	2017 Public Service - Services to City Outlets and Agencies	\$ 87,074.00
SNAP	2017 Public Service - Homeownership Program	\$ 70,000.00
NECC	2017 Public Service - NECC Operations	\$ 80,000.00
MLK Family Outreach	East Central Community Center CNA	\$ 35,535.00
City of Spokane	2017 Neighborhood Parks - Glass Park	\$ 10,258.66

2016 PROGRAM YEAR PROJECTS (CDBG)

<u>Subrecipient</u>	<u>Project Title</u>	<u>Amount Funded</u>
City of Spokane	2017 Neighborhood Parks - Glass Park	\$ 10,258.66
ECCO	2017 Public Service - ECCC Operations	\$ 30,000.00
MLK Family Outreach	2017 Public Service – ECCC Operations	\$ 30,000.00
Southwest CC	2017 Public Service - Southwest Community Center Operations	\$ 20,000.00
West Central CC	2017 Public Service - West Central Operations	\$ 90,000.00
Corbin Senior Center	2017 Capital Improvement - Corbin Senior Center Safety Improvements	\$ 55,000.00
SNAP	2017 Capital Improvement - Collins Apartments	\$ 56,850.00
Transitions	2017 Capital Improvement - Women's Hearth Roof	\$ 92,000.00
West Central CC	2017 Capital Improvement - West Central Newton Room Rehab	\$ 36,251.00
LCSNW	2017 Capital Improvement - Lutheran Community Services Building Security Improvements	\$ 21,300.00
SNAP	2017 Capital Improvement - Alexandria Apartment Improvements	\$ 10,000.00

WCCC	2017 Capital Improvement - West Central Community Center ADA Ramp	\$ 47,960.00
City of Spokane	2017 Neighborhood Parks - Hays Park	\$ 28,000.00
City of Spokane	2017 Neighborhood Parks - Rochester Park	\$ 58,100.00
Northeast Youth Cent	2017 Neighborhood Capital - Northeast Youth Center Entry	\$ 34,700.00
ECCO	2017 Neighborhood Capital - East Central Community Center	\$ 20,000.00
Transitions	2017 Neighborhood Capital - TLC Gardens	\$ 10,200.00
Excelsior	2017 Capital Improvement - Excelsior Roof Replacements	\$ 217,500.00
Inland NW AGC	2017 Public Service - AGC Headstart Construction Trades Program	\$ 30,000.00
Catholic Charities	2017 Capital Improvement - St. Anne's Roof Replacements	\$ 58,775.00
Sinto Senior Center	2017 Capital Improvement - Sinto Senior Activity Center Renovation Phase II	\$ 30,000.00
WCFR	2017 Capital Improvement - Nutrition Essentials Demonstration Kitchen	\$ 100,992.51

2017 PROGRAM YEAR PROJECTS (CDBG & HOME)

Subrecipient	Project Title	Amount Funded
Sinto Senior Center	2017 Capital Improvement - Sinto Senior Activity Center Renovation Phase II	\$ 50,000.00
WCFR	2017 Capital Improvement - Nutrition Essentials Demonstration Kitchen	\$ 24,258.49
Spokane Library	2017 Capital Improvement - West Central 24/7 Library Kiosk	\$ 82,000.00
West Central CC	2017 Capital Improvement - West Central Community Center CNA & Capital Improvements	\$ 50,000.00
West Central CC	2017 Capital Improvement - West Central Community Center Security Improvements	\$ 15,565.00
New Bryant Arms S.	2017 Capital Improvement - Richard Allen Court Apartments	\$ 50,000.00
LCSNW	2017 Capital Improvement - Geriatric Health Clinic	\$ 335,400.00
CHHS Administration	2017 Administration - CDBG Program	\$ 840,000.00
MLK Family Outreach	2017 Capital Improvement - MLK Center Demolition and Rebuild	\$ 107,300.00
City of Spokane	2017 Neighborhood - Sidewalk Program	\$ 57,300.00
NECC	2017 Neighborhood Capital - Northeast Community Center	\$ 18,300.00
Community Frameworks	2017 Affordable Housing - Derelict Properties	\$ 472,000.00
Proclaim Liberty	2017 Property Acquisition - Liberty Park Terrace Phase II	\$ 402,345.00

GSC Meals on Wheels	2017 Property Acquisition - MoW Kitchen	\$ 247,150.00
Beacon Hill Spokane	2017 Public Infrastructure - Beacon Hill Development	\$ 650,000.00
Craft3	2017 Economic Development - North Monroe Working Capital	\$ 50,000.00
Community Frameworks	2222 E Cataldo - Support L/M Housing Development	\$ 72,000.00
Community Frameworks	2511 N Hamilton rehab derelict house for L/M homebuyer	\$ 11,000.00
Community Frameworks	2217 W Mallon Residential Redevelopment	\$ 27,144.51
SNAP	2017 Housing - Single Family Rehab Program	\$ 1,288,640.00
SNAP	2017 Housing - Essential Home Repair	\$ 417,160.00
TBRA	2017 HOME – TBRA Program	\$ 100,000.00

2014 PROGRAM YEAR PROJECTS (CDBG)

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2017 PROGRAM YEAR PROJECTS (CDBG & HOME)

Subrecipient	Project Title	Amount Funded
Sinto Senior Center	2017 Capital Improvement - Sinto Senior Activity Center Renovation Phase II	\$ 50,000.00
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SNAP	2017 Housing - Single Family Rehab Program	\$ 1,288,640.00
SNAP	2017 Housing - Essential Home Repair	\$ 417,160.00
TBRA	2017 HOME – TBRA Program	\$ 100,000.00

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

04/09/2018

Date Rec'd

3/20/2018

Clerk's File #

ORD C35611

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KAREN STRATTON 625-6291

Project #Contact E-Mail

KSTRATTON@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - ORDINANCE CONCERNING REGULATION OF YARD SALES

Agenda Wording

An ordinance regarding yard sales; repealing sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060; amending section 10.45.020; enacting a new section 10.45.070; and repealing section 08.02.0227 of the Spokane Municipal Code.

Summary (Background)

Dealers in used goods are no longer regulated by SPD, and are now regulated by the county. Periodically, the Spokane Municipal Code must be updated, and inactive or unutilized code sections removed. This ordinance updates the definition of "yard sales," clarifies the definition of "used goods," and clarifies the penalty for holding excessive yard sales in certain zoning areas. Briefed in Public Safety and Community Health Committee on March 5, 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSCH, 3-5-2018

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

kstratton@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO. C35611

An ordinance regarding yard sales; repealing sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060; amending section 10.45.020; enacting a new section 10.45.070; and repealing section 08.02.0227 of the Spokane Municipal Code.

WHEREAS, the regulation of dealers in used goods is no longer carried out by the Spokane Police Department, and is instead a program administered by Spokane County under the authority of the Spokane County Code; and

WHEREAS, to ensure that the Spokane Municipal Code is up to date, it is periodically necessary to update the code and remove inactive or unutilized code sections.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060 of the Spokane Municipal Code are hereby repealed.

Section 2. That section 10.45.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.45.020 (~~“Used Goods” Defined~~)Definitions

A. “Used goods” means all items of tangible personal property except:

~~((A-))~~ 1. motor vehicles required to be registered under Title 46 RCW;

~~((B-))~~ 2. junk material, such as aluminum cans, paper and scrap lumber and nonprecious metal, which is intended for recycling or remanufacture;

~~((C-))~~ 3. containers, such as glass bottles, intended for recycling and reuse;
~~((and))~~

~~((D-))~~ 4. used metal construction or fabrication materials, such as pipe, channels, angles or beams; which property is bought, sold, exchanged, pledged, consigned or transferred at any time after its original retail sale~~((-))~~; and

~~((4-))~~ 5. Products, such as machinery or machinery parts, which have been remanufactured or restored in whole or in part and which are sold in retail stores~~((are regarded as new goods))~~.

B. “Yard sale” means a public offering for sale of clothing, furniture, toys and other used goods, including without limitation personal and household items, at a residence located within an area zoned residential single-family (RSF).

residential single-family compact (RSF-C), or residential two-family (RTF). For purposes of this chapter, “garage sales”, “rummage sales,” and all other similar commonly-used terms are equivalent to “garage sale”.

Section 3. That there is enacted a new section 10.45.070 of the Spokane Municipal Code to read as follows:

Section 10.45.070 Prohibited acts; penalty.

- A. It is a violation of this chapter to conduct four (4) or more yard sales as defined in this chapter in a calendar year or to conduct a yard sale at a single location for longer than three (3) days.
- B. A first violation of this section is a class 3 civil infraction. A second violation, and each subsequent violation thereafter, is a class 2 civil infraction.

Section 4. That section 08.02.0227 of the Spokane Municipal Code is hereby repealed.

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:
04/16/2018

Date Rec'd	4/4/2018
Clerk's File #	ORD C35612
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 6714
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - RULES OF THE RIVER ORDINANCE

Agenda Wording

An ordinance relating to boating safety; repealing Chapter 10.14 and Section 10.19.010; renaming Title 16A; and enacting a new chapter 16A.60 to the Spokane Municipal Code.

Summary (Background)

This ordinance creates a new Chapter 16A.60 of the Spokane Municipal Code, Rules of the River, and renames Title 16A "Transportation." This new chapter consolidates and clarifies issues surrounding River safety, including PFD requirements, alcohol consumption, river closure, and enforcement.

<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>	
				3/26 PIES	
<u>Finance</u>		BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE			
<u>For the Mayor</u>		DUNIVANT, TIMOTHY			
<u>Additional Approvals</u>					
<u>Purchasing</u>					
<u>CITY COUNCIL</u>		MCCLATCHEY, BRIAN			

ORDINANCE NO. C35612

An ordinance relating to boating safety; repealing Chapter 10.14 and Section 10.19.010; renaming Title 16A; and enacting a new chapter 16A.60 to the Spokane Municipal Code.

WHEREAS, the City of Spokane recognized the Spokane River as an important recreational area for many residents;

WHEREAS, clear and concise signage of the Rules of the River at heavily-trafficked river access locations will help the public be aware of the laws, safety issues, and potential fines surrounding improper river use;

WHEREAS, emergency services are required for numerous rescue operations annually on the River;

WHEREAS, Personal Flotation Devices (PFDs) are proven to save lives and are especially important on moving water such as the Spokane River; and

WHEREAS, the safety of all residents is up utmost priority to the City of Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 10.14 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 2. That Section 10.19.010 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 3. That Title 16A of the Spokane Municipal Code is hereby renamed "Transportation."

Section 4. That there is enacted a new chapter 16A.60 of the Spokane Municipal Code to read as follows:

Chapter 16A.60 Rules of the River

Section 16A.60.010 Definitions

Terms in this chapter shall mean as follows:

- A. "Boat livery" means a business which holds any vessel for renting or leasing.
- B. "Boating accident" means a collision, sinking, fire, explosion, injury or loss of life that involves a vessel, its equipment or its appendages.

- C. "Buoy" means a floating device or marker anchored in the water. All buoys, except for recreational buoys, shall comply with the Uniform State Waterway Marking System (USWMS).
- D. "Buoy line" means a straight line that would exist if drawn between the closest safety buoys.
- E. "Dock" means any manmade platform extending from the shoreline into the water.
- F. "Flotation device" means any device used or capable of being used as a means of transportation on the water and shall include, but not be limited to, inflatable beach toys, rubber inner tubes, rafts and air mattresses.
- G. "Mooring buoy" means a buoy placed for the mooring of vessels. Such buoys will be white with a blue stripe on top.
- H. "Motorboat" means any vessel propelled in whole or part by machinery, including those temporarily equipped with detachable motors.
- I. "Moving water" means a waterway which has a flow of water which can be measured in cubic feet per second.
- J. "Navigation lights" means a red port light and a green starboard light and a white stern light visible at a distance of one hundred yards.
- K. "Non-motorized vessel" means sailboats or vessels that are paddled, poled, or rowed.
- L. "Operator" means a person who is in actual physical control or in charge of a vessel when it is in use.
- M. "Owner" means a person who claims lawful possession of a vessel by virtue of legal title or equitable interest therein which entitles them to such possession.
- N. "Personal flotation device (PFD)" means life preservers, life vests, flotation rings, or buoyant cushions approved by the United States Coast Guard (USCG) and designed to float a person in the water.
 - 1. Type I PFDs are designed for rough or remote waters where rescue may take a while. These devices are designed to turn an unconscious person face up in the water.
 - 2. Type II PFDs are designed for calm waters when a quick rescue is likely. These devices may not turn some unconscious persons face up in the water.

3. Type III PFDs are designed for calm waters when a quick rescue is likely. These devices are not designed for rough waters as they will not turn most unconscious persons face up in the water.
 4. Type IV PFDs are designed to be thrown to a person in the water. They are not designed to be worn.
 5. Type V PFDs are designed to be for special activities such as kayaking and water-skiing.
- O. "Personal watercraft" means a Class "A" inboard vessel, as defined by the U.S. Coast Guard, which uses an internal combustion engine powering a water jet pump as its primary source of motive propulsion and is designed to be operated by a person or persons sitting, standing or kneeling or being towed behind the product, rather than in the conventional manner of boat operation.
- P. "Port" is the left side of a vessel while facing forward.
- Q. "Safety buoy" means a buoy placed to regulate or control vessel speed or operations as required for the safety of the public.
- R. "Sailboat" means any vessel propelled primarily by the wind.
- S. "Shoreline" means any existing waterline.
- T. "Ski or swimming dock" means a manmade platform anchored to the bottom of a body of water.
- U. "Starboard" means the right side of a vessel while facing forward.
- V. "Underway" means that a vessel is not at anchor, or made fast to the shore, or a ground.
- W. "Use" means to operate, navigate or employ.
- X. "Vessel" means any watercraft used or capable of being used as a means of transportation on the water. This definition shall include, but not be limited to, the following:
1. Rowboats,
 2. Sailboats,
 3. Motorboats,
 4. Canoes,
 5. Kayaks,
 6. Paddleboards,
 7. Flotation Devices,

- 8. Personal watercraft, and
- 9. Hover craft.
- Y. "Wake speed" means a slow speed producing a wake not to exceed six inches in height at its apex when reaching any shoreline, dock or manmade structure on the shoreline and further not to exceed five miles per hour in any event.
- Z. "Waterway" is any waters, waterway, lake, river, tributary canal, lagoon or connecting waters within the incorporated boundaries of the City of Spokane.

Section 16A.60.020 Motorized Vessels Prohibited

- A. No person shall operate a motorboat or personal watercraft on any body of water, including the Spokane River, within the City of Spokane except for the area of the Spokane River to the east of Upriver Dam. Operators of motorboats of personal watercraft must follow all Federal, State and Local laws governing their use.
- B. This section does not apply to the City of Spokane, Spokane Police Department, Spokane Fire Department, Spokane County Sheriff's Department, Avista Utilities, Spokane Parks Department, contractors hired by any of the above, or emergency vessels in enforcement, training or rescue.

Section 16A.60.030 Swimming in the River

- A. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon the water of the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.
- B. The chief of police may, in accordance with procedures and criteria the chief may from time to time prescribe, grant permits for a person or persons to be in that portion of the Spokane River known as the forebay, being the south channel between Havermale Island and the south bank.
- C. The fact that a person is wearing or in possession of swimming, diving or flotation gear or equipment on the bank of the river in the prohibited portion is sufficient ground for an arrest for attempt under this section and shall be prima facie evidence of intent.

Section 16A.60.040 Personal Flotation Devices (PFD)

- A. All vessels shall have at least one United States Coast Guard (USCG) approved Type I, Type II, Type III or Type V PFDs for each person on board.

- B. All vessels sixteen feet or greater in length shall have one Type IV PFD that can be thrown in addition to the requirements in SMC 16A.60.030(A). Canoes and kayaks are exempt from this requirement.
- C. No person may operate a vessel underway, unless each person twelve years of age or younger thereon is wearing a United States Coast Guard (USCG) approved Type I, Type II, Type III, or Type V PFD.
- D. All PFDs shall be United States Coast Guard (USCG) approved and clearly marked with a USCG approval number. All PFDs shall be in serviceable condition, the appropriate size for the person wearing it, and readily accessible in case of an emergency.
- E. All persons on a vessel, regardless of age, shall wear a United States Coast Guard (USCG) approved Type I, Type II, Type III or Type V PFD while on moving water.
- F. All persons being towed behind a vessel shall wear a United States Coast Guard (USCG) approved Type I, Type II, Type III or Type V PFD.

Section 16A.60.050 Navigation Lights

- A. All non-motorized vessel less than sixty-five feet long but more than twenty three feet long shall be equipped with the following lights:
 - 1. A bright white light aft to show all around the horizon (thirty-two points of the compass) and be visible for two miles.
 - 2. A combination light in the forepart of the vessel that is three feet lower than the white light aft. The combination light, which shows green to starboard and a red to port, is fixed to throw the light from dead ahead to two points abaft the beam on respective sides and shall be visible for a distance of two miles or one mile if less than thirty-nine feet long.
- B. All non-motorized vessels less than twenty-three feet long that are underway after sunset and before sunrise shall have a lantern or flashlight capable of emitting a white light which shall be temporarily displayed as needed in sufficient time to prevent a collision.

Section 16A.60.060 Hazards to Navigation

No person may place or cause to be placed any ski, swim dock, buoy, or floating course waterways that creates a hazard to navigation.

Section 16A.60.070 Unlawful and Dangerous Vessel Operations

- A. No person shall operate a vessel upon any waterway in willful or wanton disregard for the safety, rights, or property of another person.
- B. No person shall operate a vessel in disregard of careful and prudent operation or in any manner that unduly or unreasonably endangers the life, limb, property, or rights of any person.
- C. If a law enforcement officer observes a vessel being used without sufficient lifesaving or fire-fighting devices or in an overloaded or other unsafe condition, and in the officer's judgment such use creates an especially dangerous condition, the officer may direct the operator to take whatever immediate and reasonable action may be necessary for the safety of those aboard the vessel, including directing the operator to return to mooring and remaining there until the situation creating the especially hazardous condition is corrected or ended.
- D. If the vessel is a for-hire vessel from a boat livery, it shall be the obligation of the lessee to insure proper vessel loading, operations, and that all safety equipment required by this chapter is present.

Section 16A.60.080 Operating a Vessel While Under the Influence – Prohibited

- A. No person shall operate any vessel while under the influence of any intoxicating liquor, narcotic drug, barbiturate, marijuana, usable marijuana, a marijuana-infused product or any other substance as defined under chapter 69.50 RCW.
- B. Determination of intoxication shall be by the same criteria as provided in RCW 46.61.506, or otherwise in the same manner as when an individual is alleged to be under the influence of an intoxicating liquor or drug while operating a motor vehicle.

Section 16A.60.090 Sound-Producing Devices

- A. All vessels, including personal watercraft, less than sixty-five feet in length shall carry on board a mouth, hand, or power-operated whistle or horn.
- B. All vessels more than sixty-five feet in length shall carry on board a mouth, hand, or power operated whistle or horn and a bell.
- C. No vessels may use a siren except vessels operated by law enforcement.

Section 16A.60.100 Vessel Accident Reporting

- A. In the case of a boating accident, it shall be the duty of the operator, if he or she can do so without serious danger to the operator's own vessel, to themselves or other persons on board, to render all practical and necessary assistance that may be necessary to other persons affected by such boating accident.

1. Under no circumstances may the rendering of assistance or other compliance with this section be evidence of the liability of such operator for the accident.
- B. Any person who complies with subsection (A) of this section or who gratuitously and in good faith renders assistance at the scene of a vessel accident, without objection of any person assisted, shall not be held liable for any civil damages as a result of the rendering of assistance or for any act or omission in providing or arranging salvage, towage, medical treatment or other assistance where the assisting person acts as any reasonably prudent person would have acted under the same or similar circumstances.
- C. Every accident involving a vessel on any waterway in which there is personal injury that requires medical attention beyond first aid or death or damage to property in excess of two thousand dollars shall be reported to the Spokane County Sheriff's Office within forty-eight hours by the vessel operator unless deceased, in which instance a passenger in the vessel, if any, shall have such duty.
 1. The Spokane County Sheriff's Office shall provide forms upon which the report shall be rendered.
- D. When as a result of an occurrence that involves a vessel or its equipment a person dies or disappears from a vessel, the operator, unless deceased, in which instance a passenger, if any, shall without delay notify the Spokane County Sheriff's Office of the:
 1. date, time and exact location of the occurrence;
 2. name of each person who dies or disappears;
 3. number and/or name of the vessels involved;
 4. names and addresses of the owner and operator of each vessel or vessels involved.

Section 16A.60.110 Authority to Board

Any law enforcement officer is hereby given the authority to board any vessel found underway in the waters of the City of Spokane for the purpose of inspection and enforcement of this chapter only.

Section 16A.60.120 Buoys

- A. The Spokane County Sheriff's Office may designate location and install in the water appropriately marked safety buoys that are required for the safety of the public.

- B. It shall be unlawful for any person to relocate, damage or alter any safety buoy.
- C. Any vessel operating within the area between the safety buoy line and the shorelines shall do so at wake speed unless such vessel is departing or towing a water skier in compliance with SMC 16A.60.050(D).
- D. It shall be unlawful for any vessel to use a safety buoy for the purpose of mooring or otherwise anchoring such vessel.
- E. Mooring buoys shall be placed inside the safety buoy line except that mooring buoys may be placed outside the safety buoy line if such buoys are appropriately marked and illuminated with a bright flashing white light between the hours of sunset and sunrise. It is the responsibility of the owner of the mooring buoy to maintain the light.
- F. Recreational buoys shall be placed one hundred feet from the established high water mark and if left unattended from sunset to sunrise shall be available for public use.
- G. The Spokane County Sheriff's Office shall attach a bright colored notice giving the owner seven days to remove or replace any buoy in violation of the Uniform State Waterway Marking System. After the seventh day, the buoy may be removed by the Spokane County Sheriff's Office. Provided, however, the Spokane County Sheriff's Office may remove any buoy, at any time, without notification to its owner, when the officer deems the buoy to be a hazard to navigation.

Section 16A.60.130 Garbage and Sewage

- A. No person shall discharge sewage into any waterway directly or indirectly from any vessel.
- B. It shall be unlawful for any person, while on any waterway, public or private shoreline, or river access point, to throw or discard into the water any waste, debris, refuse, oil, plastics, aluminum, garbage or other fluid or solid material which may pollute the water or shoreline, or which may create or aggravate any conditions deleterious to the public health.

Section 16A.60.140 Closure of the River

The Mayor may, at any time, close the Spokane River for safety or emergency reasons. Such closure shall be enacted by a signed Executive Declaration of Emergency or Disaster and shall be formally rescinded by signed Executive Declaration.

Section 16A.60.150 Penalties – Civil Infraction

- A. Any person violating any of the above sections shall have committed a class 4 civil infraction and shall be liable for monetary penalties as set forth in SMC 1.05.210.
- B. The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within one year.
- C. A guardian may be cited for a separate violation of this chapter for each child under sixteen years of age on a vessel without an approved PFD.
- D. Each event under subsection (A) of this section shall be a separate violation.

Section 16A.60.160 Enforcement

This chapter having been ordained for the purpose of allowing officers of the Spokane County Sheriff's Office to enforce one body of boating safety laws on a continuous body of water without regard to municipal boundary lines, shall by mutual agreement between the City of Spokane and the County of Spokane be enforced by the Spokane County Sheriff's Office. Nothing in this section prohibits the Spokane Police Department from enforcement.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date