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, AUGUST 27, 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 KATE BURKE
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER CANDACE MUMM
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.)
nambers I ower I evel o

(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

1.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

	(incl. t	tax).	Supply (Spoka	ne, WA)–	-\$131,368.09	- pp	RFQ #761-18
2.	Contra		ents for the CS for continued		_	Approve All	ENG 201088
	a.	Contract	Extension	with	Bernardo		OPR 2017-0528

a. Contract Extension with Bernardo Wills—additional amount not to exceed \$64,500.50.

Purchase without contract of LED Luminaires from Approve

- b. Contract Amendment No. 4 with AECOM—additional amount not to exceed \$47,013.
- c. Contract Amendment No. 1 with Coffman Engineers—additional amount not to exceed \$52,000.

OPR 2013-0003

OPR 2018-0522

OPR 2017-0597

3.	Contract Amendment with Specialty Roofing, LLC (Spokane, WA) to provide proper roof venting for Fire Stations #2 and #13 increase of—additional amount not to exceed \$26,715.49. Ed Lukas	Approve	OPR 2018-0321
4.	Sole Source Contract renewal #3 of 4 with Dresser Rand Company (Seattle, WA) for maintenance, service and product supplies for the Condensing Steam Turbine Generator Drive Package for the Waste to Energy Facility—\$108,700. David Paine	Approve	OPR 2015-0094
5.	Low Bid of (to be determined at bid opening to be held on August 20, 2018) from (City, ST) for Sprague Sherman Plaza. An administrative reserve of \$, which is 10% of the contract price plus tax, will be set aside. Dan Buller	Approve	OPR 2018-0523 ENG1025150
6.	Agreement with Zayo Group, LLC contributing towards conduit installation for the MLK Jr. Way project—\$51,151. This agreement is part of a project which is in the 6 year street plan. Dan Buller	Approve	OPR 2018-0524 ENG 2015078
7.	Contract with ESO Solutions, Inc. for Annual Subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$76,040.34 (incl. tax). Ken Lamoreaux	Approve	OPR 2018-0525
8.	Contract with GALLS (SPOKANE, WA) for Police uniforms with fitting, repair, and inventory services through July 30, 2021. Estimated average amount of \$100,000 annually for total contract amount not to exceed \$300,000. Kevin King	Approve	OPR 2018-0526 BID 4463-18
9.	GMP # 7 with MWH Construction, Inc., and Slayden Construction Group for continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan and meet regulatory requirements for phosphorous removal—72,621,276.20. Lonnie Moon	Approve	OPR 2015-0834
10.	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

11. 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

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.

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35674 Forfeiture Fund – State

FROM: Confiscated/Forfeited Property, \$75,000;

TO: Vehicles, same amount.

(This action will allow budget in order to replace aging undercover vehicles.)

Jennifer Isaacson

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0074 Authorizing the issuance of a Spokane Investment Pool ("SIP") Bond

to provide funds in the amount up to \$7,500,000 to pay for

improvements to City owned golf courses.

Gavin Cooley

RES 2018-0075 Approving the issuance of a Spokane Investment Pool ("SIP") Bond in

the amount of \$1,620,000 to finance the continued acquisition of the

former YMCA site in Riverfront Park.

Gavin Cooley

RES 2018-0076 A resolution of the Spokane City Council expressing its support for

passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New

Schools and Replace and Renovate Aging School Facilities."

Council Member Mumm

RES 2018-0077 A resolution of the Spokane City Council expressing its support for

passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General

Obligation Bonds - \$77,000,000."

Council Member Mumm

RES 2018-0078 Designating a City Official to approve grant from the Recreation and

Conservation Office – Washington Wildlife and Recreation Program 2018 for the connection of the Centennial Trail behind Spokane Club-

\$1,330,000.

Brandon Blakenagel

ORD C35662 Granting a municipal franchise for the collection of solid waste to

Torre Refuse & Recycling, LLC d/b/a Sunshine Disposal & Recycling, for the area generally known as the West Plains Annexation. (First

Reading held July 23, 2018)

Chuck Conklin

ORD C35673 Relating to animal control and amending SMC Sections 10.03.020 and

10.03.033.

Tim Szambelan

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 27, 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.

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

ADJOURNMENT

The August 27, 2018, Regular Legislative Session of the City Council will be held and then City Council is adjourned to September 10, 2018.

<u>Note</u>: The regularly scheduled City Council meeting for Tuesday, September 4, 2018, has been canceled. (There is no meeting on the Monday, September 3, 2018, due to the recognized observance of the Labor Day holiday.)

NOTES

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	8/14/2018		
08/27/2018		Clerk's File #	OPR 2018-0522		
		Renews #			
Submitting Dept	STREETS	Cross Ref #			
Contact Name/Phone	GARY 232-8810	Project #			
Contact E-Mail	GKAESEMEYER@SPOKANECITY.ORG	Bid #	RFQ #761-18		
Agenda Item Type	Purchase w/o Contract	Requisition #	RE# 18994		
Agenda Item Name	1100 - STREET DEPT PURCHASE OF LED LUMINAIRES				

Agenda Wording

Approve purchase of LED Luminaires from Graybar Electric Supply (Spokane, WA) for an amount of \$131,368.09 including tax

Summary (Background)

Quotes were received on 7/10/18 for LED Luminaires. Fifteen (15) responses were received to this Request for Quote with Graybar Electric Supply being the lowest responsive bidder. This project will use new technology to improve the performance of City owned street luminaires. We will upgrade 857 HP Cobra Head luminaires to LED Luminaires. This will result in significant power savings and also deliver a brighter white light for roadways and bridges.

Fiscal In	npact	Grant related?	NO	Budget Account	<u> </u>					
		Public Works?	NO		-					
Expense	\$ 131,3	368.09		# 1100-21500-42630)-53210					
Select	\$			#						
Select	\$			#						
Select	\$			#						
Approva	ls			Council Notifica	Council Notifications					
Dept Head	<u>d</u>	KAESEN	IEYER, GARY	Study Session						
Division [Director	SIMMOI	NS, SCOTT M.	<u>Other</u>	Urban - 8/13/18					
<u>Finance</u>		ORLOB,	KIMBERLY	Distribution List						
Legal		ODLE, N	1ARI	tprince						
For the M	ayor	SANDER	S, THERESA	vmelvin						
Addition	al App	rovals		taxes & licenses						
Purchasir	<u>ng</u>	PRINCE,	THEA							

QUOTE #761-18		1	SupplyWorks			TraStar Inc.			
LED Luminaires			3421 N Haven St			860 N Dorothy Dr #60	00		
			Spokane Wa 99207			Richardson TX 75081			
			(509) 953-7694	(509) 953-7694			(972) 480-0888		
			rick.scheck@supplyworks.com			sgodoy@trastarusa.com			
ITEM	QTY	DESCRIPTION	UNIT PRICE	CE TOTAL		UNIT PRICE	TOTAL		
			Hubbell Lighting #24	493737	7, #2493741	TraStar Inc. #DURA-ST20-4k			
1	857	200W HPS Replacement (LED)	\$ 24	10.84	\$ 206,399.88	\$ 218.00	\$ 186,826.00		
SALES TAX - 8.8%					\$ 3,391.03		\$ 16,440.69		
GRAND TOTAL					\$ 209,790.91		\$ 203,266.69		
ADDITIONAL ITEMS			Yes			Yes			

Briefing Paper

Urban Experience Committee

Division & Department: Public Works / Street Department							
Subject: Street Lighting Upgrade							
Date:	August 2 nd , 2018						
Author (email & phone):	Gary Kaesemeyer (gkaesemeyer@spokanecity.org 232-8810)						
City Council Sponsor:	Breean Beggs						
Executive Sponsor:	Scott Simmons						
Committee(s) Impacted:	PIES						
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 Plan						
Strategic Initiative:	Innovative Infrastructure and Sustainability						
Deadline:							
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:	This request is for the purchase of 857 LED luminaires in the amount of \$131,368.09 including tax from Graybar Electric Supply						
This project will use new technology to improve the performance of City owned street luminaires. We will upgrade 857 HPS Cobra Head luminaires to LED Luminaires. This will result in significant power savings and also deliver a brighter white light for our roadways and bridges. Executive Summary: Estimated cost per fixture \$141 Total cost \$131,368 (incl. tax) Cost recovered in 2.5 years based on a 2% inflation rate Typical 10 year warranty Avista rebate for Design Light Consortium QPL product Average Annual Savings is \$57K which equates to about a 25% annual reduction in power use							
Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No Requires change in current operations/policy? Yes No Specify changes required: use budget from Street Department reserves							

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	8/6/2018			
08/27/2018		Clerk's File #	OPR 2017-0528			
		Renews #				
Submitting Dept	ENGINEERING SERVICES	Cross Ref #				
Contact Name/Phone	ANDREW 625-6303	Project #	2010088			
Contact E-Mail	ASTAPLES@SPOKANECITY.ORG	Bid #				
Agenda Item Type	Contract Item	Requisition #	CR #19606			
Agenda Item Name	0370 CONTRACT AMENDMENT - BERNARDO WILLS					

Agenda Wording

This Contract Extension with Costs to Bernardo Wills current agreement is to provide continued construction support and will increase the contract by \$64,500.50 for the Spokane Falls CSO 26 Control Facility Project.

Summary (Background)

The Bernardo Wills agreement for construction phase services needs to be increased by \$64,500.50 to provide services through the final stages of construction and submittal review. We will continue to require construction support services through the end of the project. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.

Fiscal Impact	Grant related?	NO	Budget Account					
	Public Works?	YES						
Expense \$ 64,5	00.50		# 4250 43416 94000 565	01 10026				
Select \$			#					
Select \$			#					
Select \$			#					
Approvals			Council Notificatio	<u>ns</u>				
<u>Dept Head</u>	TWOHI	G, KYLE	Study Session					
Division Director	SIMMO	NS, SCOTT M.	<u>Other</u>	F&A 8-20-18				
<u>Finance</u>	ORLOB,	KIMBERLY	Distribution List					
<u>Legal</u>	ODLE, N	ИARI	eraea@spokanecity.org					
For the Mayor	SANDEI	RS, THERESA	publicworksaccounting@spokanecity.org					
Additional App	rovals		mdoval@spokanecity.org					
<u>Purchasing</u>			htrautman@spokanecity.	org				
			kgoodman@spokanecity.	org				
			astaples@spokanecity.org	98				

Briefing Paper

Finance & Administration

Division & Department: Public Works, Engineering									
Subject:	Professional Services Agreement Amendments for CSO 26								
Date:	8-6-18								
Contact (email & phone):	Andrew Staples (astaples@spokanecity.org, 625-6303)								
City Council Sponsor:									
Executive Sponsor:	Scott Simmons								
Committee(s) Impacted: PIES									
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)	CSO program								
Strategic Initiative:	Innovative Infrastructure								
Deadline:									
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of agreement amendments								
the end of the project.	need to have their agreements amended to provide services through								
through construction and subn through the end of the project	endment in March of 2018 funded construction phase services part way nittal review. We will continue to require construction support services. This request for Amendment No. 4 is in the amount of ased on time and materials. Construction is scheduled to be complete								
Bernardo Wills Architects - The Bernardo Wills agreement for construction phase services needs to be increased by \$64,500.50 to provide services through the final stages of construction and submittal review. We will continue to require construction support services through the end of the project. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.									
Coffman Engineers - The Coffman Engineers agreement for construction phase services needs to be increased by \$52,000.00 to provide construction support services through the final stages of construction and submittal review. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.									
	Approved in current year budget? \square Yes \square No \square N/A Annual/Reoccurring expenditure? \square Yes \square No \square N/A								

Other budget impacts: (revenue generating, match requirements, etc.)							
Operations Impact:							
Consistent with current operations/policy?	\boxtimes Yes	\square No	□N/A				
Requires change in current operations/policy?	\square Yes	\boxtimes No	□N/A				
Specify changes required:							
Known challenges/barriers:							



City of Spokane

CONTRACT EXTENSION WITH COST

CSO Basin 26 Control Facility

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 BERNARDO WILLS ARCHITECTS, PC., whose address is 153 South Jefferson Street, Spokane, Washington 99201 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City CONSULT ANT SERVICES TO ASSIST THE CITY THROUGH THE BIDDING AND CONSTRUCTION PHASES OF THE CSO BASIN 26 CONTROL FACILITY PROJECT; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally 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 July 18, 2017, 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 execution by all parties.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed SIXTY TWO THOUSAND FIVE HUNDRED AND 50/100 DOLLARS (\$62,500.50) for everything furnished and done under this Contract Extension.

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

BERNARDO WILLS ARCHITECTS PC CITY OF SPOKANE Ву Ву Signature Signature Date Date David Condon Dell Hatch Type or Print Name Type or Print Name Principal Mayor Title Title dhatch@bwarch.com E-Mail Address Approved as to form: Attest: City Clerk **Assistant City Attorney** Date Attachments that are part of this Agreement:

Attachment A – Consultant's Proposal

July 6, 2018

Mr. Andrew Staples, P.E. Project Manager City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201

Re: Proposal for Continued Landscape Architecture Construction Phase Services - CSO 26

Dear Mr. Staples:

At your request we have prepared the following fee proposal for Bernardo Wills Architects' continued involvement with Construction Phase Services for work associated with the public plaza development at the CSO 26 facility at Spokane Falls Blvd.

This fee is based on the latest construction schedule you provided to us in late June 2018, and the assumption of our attendance at weekly construction meetings throughout the hardscape construction of the plaza and related site and furnishing details. This fee includes our attendance at site reviews for the major components of the plaza while also allowing for review of shop drawings and submittals related to our design discipline. This proposal has made some assumptions on the anticipated number of RFI's and ASI's that we would address. Since some of the hours are estimates, we have proposed this fee as a Not-to-Exceed amount based on invoicing our time at our standard hourly rates. Should the time for our services not reach the total fee, BWA would be paid for only the hours invested. Should our time exceed the total fee, and with your authorization, we would request a modification of the total to cover our invested time and expense.

The proposed fee for continued Construction Phase Services is \$38,002.50 (Thirty-eight thousand two and 50/100). Included with this proposal is a detailed man-hour estimate of services and our proposed staff involvement through completion of the project construction.

Thank you for the opportunity to continue to serve this project and the City of Spokane.

Sincerely,

Dell R. Hatch, ASLA

Principal, Landscape Architect

				0		_			
CSO 26 - Additional Services		<u>ග</u>	\$175.00	\$150.00	\$100.00	\$90.00	\$70.00		
BWA#		iii S	‡ ¥	* HR	# H	** HR	**HR		
B W A BERNARDO WILLS ARCHITECTS PC 153 South Jefferson Street Spokane, WA 99201 509 838.4511 fax 509 838.4605 www.bernardowills.com 7/31/2018		Bernardo Wills	Architect, Principal	LA Project Manager	Project Designer	Drafting	Clerical/Admin Support	TOTAL BWA HOURS	% of Project
113112010	\$		0	0	0	0	0	-	0%
				_	0	_	_		
	\$		0	0	0	0	0		0%
QR Modeling Display	\$	2,600.00	0	0	8	20	0	2,628.00	10%
SketchUp Modeling		<u> </u>			8	20			
SFBIvd Streetscape - Meetings	\$	6,812.50	17	10.5	15	10	0	6,864.00	26%
Kick Off			1.5	1.5	1.5				
30% Design Review Meeting			1	1					
50% Design Review Meeting			1	1					
90% Design Review Meeting			1		1				
Coordination Meeting with Library			1		1				
Lighting Coordination Meeting			1	1	1				
General Coordination Hours			10	6	10				
General Administration						10			
SFBIvd Streetscape - Construction Documents	\$	9,925.00	11	0	80	0	0	10,016.00	37%
1 Demolition Sheet			2		12				
2 Layout Sheets			2		14				
2 Materials Sheets			2		16				
2 Plantings Sheets			2		16				
2 Irrigations Sheets			2		14				
1 Detail Sheets			1		8				
SFBIvd Streetscape - Construction Administration	\$	3,800.00	8	8	12	0	0	3,828.00	14%
General Construction Administration for Street Re-design			8	8	12				
Additional Service - New Landscape Islands Near Statue	œ.	2 200 00	_						100/
	\$	3,360.00	0	3	27	0	3	3,390.00	13%
1 Layout Plan	-				6 7				
1 Irrigation Plan 2 Detail Sheets	-		_		6				
General Coordination With City or Stakeholders				1	2				
Traffic Engineering Review				1	2				
Construction Administration				1	4		3		
Total Bernardo Wills Hours	\$	26,497.50	36	22	142	30	3	26,726.00	100%
Consultant List		\$0							0%
Consultant 1 Name and Type							\$0		0%
Consultant 2 Name and Type							\$0		0%
Consultant 3 Name and Type							\$0		0%
Consultant 4 Name and Type							\$0		0%
Consultant 5 Name and Type			_				\$0		0%
Consultant 6 Name and Type							\$0		0%
Engineering Consultant Fee markup at 10%	-				\$0				0%
In-office printing, travel & mailing budget									0%
*Total Not To Exceed (NTE) Fee: * Without prior written authorization. **Hourly rates are determined using WA Guidelines multiplier of 3.2 determined by OFM.				\$2	26,4	198			

			_	_	_				
CSO 26 - Construction Services			\$175.00	\$150.00	\$100.00	\$90.00	\$70.00		
		Bernardo Wills							
BWA# 17-143		}	# #	**HR	* #	‡ #	‡ H		
B W A BERNARDO WILLS		<mark>ဝ</mark>	Landscape Arch. Principal				oort		
ARCHITECTS PC		nai	ch. Pr	nager	hitect		ldns ı	ours	
153 South Jefferson Street		Ser	pe Ar	ct Ma	e Arc		Admir	V H	ğ
Spokane, WA 99201 509 838.4511 fax 509 838.4605			dsca	_A Project Manager	andscape Architect	Drafting	Clerical/Admin Support	OTAL BWA HOURS	% of Project
www.bernardowills.com 7/31/2018				_	Lan			<u>1</u>	° %
Marketing	\$	•	0	0	0	0	0	-	0%
Fee Proposal	\$	250.00	0	1	1	0	0	252.00	1%
Not Used	\$		0	0	0	0	0		0%
	<u> </u>			U	U	J	0		070
Construction Meetings (weekly end Q4 2018-end Q3 2019) Meeting 1	\$ 10	,690.00	16 1.5	44 1.5	12 1.5	0	2	10,761.50	28%
Meeting 2			1.5	1.5	1.5				
Meeting 3				1					
Meeting 4				1					
Meeting 5			1						
Meeting 6				1					
Meeting 7 Meeting 8				1					
Meeting 9				1					
Meeting 10			1	1					
Meeting 11				1					
Meeting 12				1					
Meeting 13				1					
Meeting 14 Meeting 15			1	1					
Meeting 16				1	1				
Meeting 17				1					
Meeting 18				1					
Meeting 19			4.5	1.5					
Meeting 20 Meeting 21			1.5	1.5	1.5				
Meeting 22				1.5					
Meeting 23				1.5					
Meeting 24				1.5					
Meeting 25			1.5	1.5					
Meeting 26 Meeting 27				1.5	1.5				
Meeting 28				1.5					
Meeting 29				1.5					
Meeting 30			1.5						
Meeting 31					1.5				
Meeting 32 Meeting 33				1.5 1.5					
Meeting 34				1.5					
Meeting 35			1	1	1				
Meeting 36			1	1					
Meeting 37			1.5	1.5	1				
Meeting 38 Meeting 39			1.5	1.5	1.5				
Change Orders (assumption)	\$ 3	,725.00	2	1.5	1.5	0	0	3,755.75	10%
Change Order #1		,0.00	1	1	2	J	Ū	0,100.10	1070
Change Order #2			1	1	2				
Change Order #3				1	2				
Change Order #4				1	2				
Change Order #5 Change Order #6				1	2 1.75				
Change Order #7				1	1.75				
Change Order #8				1	1.75				
Change Order #9				1	1.75				

Change Order #10				1	1.75				
Construction Site Visits (assume visit after 1/2 of weekly mtgs)	\$	8,250.00	9	21	22	0	20	8,301.50	22%
Site Visit 1			1	1					
Site Visit 2				1	1				
Site Visit 3	-			1	1				
Site Visit 4	-			1	1				
Site Visit 5 Site Visit 6	-		1	1	1				
Site Visit 7				1	'				
Site Visit 8				1					
Site Visit 9				1					
Site Visit 10 - Review Plant Materials			1	1.5	2				
Site Visit 11 - Irrigation Inspection					3				
Site Visit 12				1.5					
Site Visit 13				1.5					
Site Visit 14 - Plant Inspection Layout				_	2				
Site Visit 15	-		1	1	3				
Site Visit 16 - Irrigation Testing Site Visit 17				1	3				
Site Visit 18 - Pre-Punch			1.5	1.5	1.5		6		
Site Visit 19 - Punch			1.5	1.5	1.5		6		
Site Visit 20 - Back Punch			2	2	4		8		
Mock ups/Submittals/Shop Drawings	\$	6,500.00	5	17	32	0	0	6,553.00	17%
Shockcrete			1	2	2				
Boulders					2				
Water Feature 1			1	1	1				
Water Feature 2					1				
Water Feature 3					1				
Shade Structures 1			1	1					
Shade Structures 2					1				
Site Furnishings Trash	-				0.5				
Musical Instruments					0.5				
Benches					0.5				
Bollards					0.5				
Pavers					1				
Colored Concrete				1	1.5				
Mechanical Building 1				1					
Mechanical Building 2					1				
Plants					2				
Irrigation				4.5	2				
Guardrail 1 Guardrail 2	-		1	1.5 1	1				
Guardrail 3					1				
Handrails					1				
Louvers				1	1				
Formliner Stain				1					
Cheakwall Stain					1				
Landscape Drain Standpipe					1				
Library Masonry Walls					1				
Library Signage - Lettering					1				
Flat Panel Drains					1				
Scuppers					1				
Lake Feature Art - coordination			1	1					
Art Lighting Coord & Submittals			1	2					
Interoperative Signs Location Coordination				2	1				
Trench Grate				-	1				
Thorton Murphy Plaque					1				
RFI's (assumptions base on current projection)	\$	6,412.50	5	10	42	0	0	6,468.50	17%
Plaza/Landscape RFI #1				0.5	1				
Plaza/Landscape RFI #2			0.5	0.5	1				
Plaza/Landscape RFI #3			0.5	0.5	1				
Plaza/Landscape RFI #4			0.5	0.5	1				
Plaza/Landscape RFI #5				0.5	1				
Plaza/Landscape RFI #6			1	1	1				
Plaza/Landscape RFI #7 Plaza/Landscape RFI #8				1 0.5	1				
1 (azartanuscape NI 1 #0				0.5					

0. 4 1 05.40								
Plaza/Landscape RFI #9	_		0.5	1				
Plaza/Landscape RFI #10			0.5	1				
Plaza/Landscape RFI #11			0.5	1				
Plaza/Landscape RFI #12				1				
Plaza/Landscape RFI #13				1				
Plaza/Landscape RFI #14				1				
Plaza/Landscape RFI #15		1		1				
	-	<u> </u>		_				
Plaza/Landscape RFI #16	-	\vdash		1				
Plaza/Landscape RFI #17				1				
Plaza/Landscape RFI #18				1				
Plaza/Landscape RFI #19				1				
Plaza/Landscape RFI #20				1				
Plaza/Landscape RFI #21				1				
Plaza/Landscape RFI #22				1				
Plaza/Landscape RFI #23				1				
Plaza/Landscape RFI #24				1				
	-			_				
Plaza/Landscape RFI #25	-	_	-	1				
Plaza/Landscape RFI #26	-	_	-	1				
Plaza/Landscape RFI #27				1				
Plaza/Landscape RFI #28				1				
Plaza/Landscape RFI #29			1	1				
Plaza/Landscape RFI #30				1				
Plaza/Landscape RFI #31				1				
Plaza/Landscape RFI #32				0.75				
		\vdash						
Plaza/Landscape RFI #33		\vdash		0.75				
Plaza/Landscape RFI #34				0.75				
Plaza/Landscape RFI #35				0.75				
Plaza/Landscape RFI #36				0.75				
Plaza/Landscape RFI #37				0.75				
Plaza/Landscape RFI #38			1	0.5				
Plaza/Landscape RFI #39				0.5				
Plaza/Landscape RFI #40				0.5				
	-							
Plaza/Landscape RFI #41	-	\vdash		0.5				
Plaza/Landscape RFI #42		_		0.5				
Plaza/Landscape RFI #43	_			0.5				
Plaza/Landscape RFI #44				0.5				
Plaza/Landscape RFI #45				0.5				
Plaza/Landscape RFI #46				0.5				
Plaza/Landscape RFI #47				0.5				
Plaza/Landscape RFI #48				0.5				
Plaza/Landscape RFI #49				0.5				
			1					
Plaza/Landscape RFI #50	-	\vdash	1	0.5				
ASI's	\$ 2,175.00	3	5	9	0	0	2,192.00	6%
ASI#1		1	1					
ASI#2		1	1					
ASI #3		1	1					
ASI #4		Ė	1	1				
ASI #5			_					
		\vdash	1	1				
ASI#6				1				
ASI #7				1				
ASI#8				1				
ASI #9				1				
ASI #10				1				
ASI #11				1				
ASI #12				1				
		\vdash	-					
Total Bernardo Wills Hours	\$ 38,002.50	35	97	94	0	22	38,228.25	100%
Consultant List	\$	0						0%
Consultant 1 Name and Type						\$0		0%
Sometiment - Transp directlype						\$0		0%
Consultant 2 Name and Type		_						U /0
Consultant 2 Name and Type						en.		00/
Consultant 3 Name and Type						\$0 ***		0%
Consultant 3 Name and Type Consultant 4 Name and Type						\$0		0%
Consultant 3 Name and Type								

Engineering Consultant Fee markup at 10%	\$0	0%
In-office printing, travel & mailing budget		0%
*Total Not To Exceed (NTE) Fee: * Without prior written authorization. **Hourly rates are determined using WA Guidelines multiplier of 3.2 determined by OFM.	\$38,002.5	

SPOKANE Agenda Sheet	Date Rec'd	8/6/2018			
08/27/2018	Clerk's File #	OPR 2013-0003			
		Renews #			
Submitting Dept	ENGINEERING SERVICES	Cross Ref #			
Contact Name/Phone	ANDREW STAPLES 625-6303	Project #	2010088		
Contact E-Mail	ASTAPLES@SPOKANECITY.ORG	Bid #			
Agenda Item Type	Contract Item	Requisition #	CR #19605		
Agenda Item Name	0370 - CONTRACT AMENDMENT NO. 4 - AECOM				

Agenda Wording

Contract Amendment No. 4 with AECOM for CSO Basin 26 Control Facility and Plaza which includes construction engineering support and increases the contract amount by \$47,013.00.

Summary (Background)

The AECOM amendment in March of 2018 had enough funds to continue construction support services part way through construction and submittal review. We will continue to require construction support services through the end of the project. This request for Amendment No. 4 is in the amount of \$47,013.00. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.

Fiscal In	<u>mpact</u>	Grant related?	NO	Budget Account			
		Public Works?	YES				
Expense \$ 47,013.00				# 4250 43416 94000 565	01 10026		
Select	\$			#			
Select	\$			#			
Select	\$			#			
Approvals				Council Notifications			
Dept Hea	<u>d</u>	TWOHIC	G, KYLE	Study Session			
Division	Division Director		NS, SCOTT M.	Other	F&A 8-20-18		
<u>Finance</u>		ORLOB,	KIMBERLY	Distribution List			
<u>Legal</u>		ODLE, M	1ARI	eraea@spokanecity.org			
For the M	layor_	SANDER	S, THERESA	publicworksaccounting@s	spokanecity.org		
Addition	Additional Approvals			mgoodman@spokanecity	.org		
<u>Purchasi</u>	n <u>g</u>			htrautman@spokanecity.org			
				mdoval@spokanecity.org			
				astaples@spokanecity.org			
	·						

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering							
Subject:	Professional Services Agreement Amendments for CSO 26							
Date:	8-6-18							
Contact (email & phone):	Andrew Staples (astaples@spokanecity.org, 625-6303)							
City Council Sponsor:								
Executive Sponsor:	Scott Simmons							
Committee(s) Impacted:	PIES							
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)	CSO program							
Strategic Initiative:	Innovative Infrastructure							
Deadline:								
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of agreement amendments							
the end of the project.	need to have their agreements amended to provide services through							
through construction and subn through the end of the project	endment in March of 2018 funded construction phase services part way nittal review. We will continue to require construction support services. This request for Amendment No. 4 is in the amount of ased on time and materials. Construction is scheduled to be complete							
Bernardo Wills Architects - The Bernardo Wills agreement for construction phase services needs to be increased by \$64,500.50 to provide services through the final stages of construction and submittal review. We will continue to require construction support services through the end of the project. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.								
Coffman Engineers - The Coffman Engineers agreement for construction phase services needs to be increased by \$52,000.00 to provide construction support services through the final stages of construction and submittal review. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.								
	Approved in current year budget?							

Other budget impacts: (revenue generating, match requirements, etc.)						
Operations Impact:						
Consistent with current operations/policy?	\boxtimes Yes	\square No	□N/A			
Requires change in current operations/policy?	\square Yes	\boxtimes No	□N/A			
Specify changes required:						
Known challenges/barriers:						



City of Spokane

CONTRACT EXTENSION WITH COSTS NO. 4

CSO Basin 26 Control Facility

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 AECOM TECHNICAL SERVICES, INC, whose address is 528 East Spokane Falls Boulevard, Suite 503, Spokane, Washington 99201 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City DESIGN SERVICES FOR CSO BASINS 26 AND 34-1 AND ASSOCIATED COMPONENTS; MODELING OF FIVE (5) TANKES FOR CSO BASINS 20 AND 24; AND ADMINISTRATION, PLANNING, DESIGN, CONSTRUCTION PHASE SUPPORT AND CONSULTING; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally 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 January 21, 2013, January 22, 2013, November 28, 2016, March 19, 2018 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 execution by all parties.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed FORTY SEVEN THOUSAND THIRTEEN AND NO/100 DOLLARS (\$47,013.00) for everything furnished and done under this Contract Extension.

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

AECOM TECHNICAL SERVICES, INC	CITY OF SPOKANE
By Signature Date	By Signature Date
Sujan Punyamurthula	David Condon
Type or Print Name	Type or Print Name
Senior Vice President	Mayor
Title	Title
sujan.punyamurthula@aecom.com E-Mail Address	
Attest:	Approved as to form:
City Clerk Date	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Consultant's Proposal

18-fip



July 25, 2018

Mr. Andrew Staples City of Spokane 1225 E. Marietta Avenue Spokane, WA 99272751

Subject: Spokane Falls CSO Basin 26 Control Facility

Proposal for Professional Construction Support Services – Addendum No. 2

City Project No. 2010088

Dear Andrew:

AECOM Technical Services, Inc. ("AECOM") is pleased to provide the City of Spokane ("Owner") this Addendum No. 2 to Contract Design Change Order #6 (City Clerk's Number: OPR 2013-003, Engineering Services Project Number: 2010088), dated May 31, 2017, for additional professional construction support services related to the Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility located in Spokane, Washington.

SCOPE OF WORK

Task 1. Civil Engineering Construction Services

AECOM will continue to assist the Owner and perform the following services:

- A. Construction material submittal documentation, review and recommendations for the Civil Engineering components of the Project. AECOM has budged an additional 40 hours of effort for submittal review.
- B. Respond to request for information (RFI) and work change order (CO) requests. AECOM has budged an additional 80 hours of effort for RFI and CO response.
- C. Coordination & Project Management
 - 1. Project Administration consisting of processing of invoices, assessing contract progress and facilitate internal project meetings.
 - 2. Project Coordination. Include project team coordination between civil (storage and conveyance) and structural disciplines.
 - 3. AECOM QA/QC coordination on all deliverables including submittal review and RFI responses.

AECOM has budged an additional 24 hours of effort for Coordination and Project Management efforts.

Task 2. Structural Engineering (Permanent Shoring/Retaining Wall) Construction Services

AECOM assumes Task 2 is complete and no further effort has been budgeted.

Task 3. Structural Engineering Construction Services

AECOM will continue to assist the Owner and perform the following services:



- A. Construction material submittal documentation, review and recommendations for the Structural Engineering components of the Project. AECOM has budged an additional 24 hours of effort for submittal review.
- B. Respond to request for information (RFI) and work change order (CO) requests. AECOM has budged an additional 96 hours of effort for RFI and CO response.

All deliverables and/or assumptions shall be per the initial Contract Design Change Order #6, dated May 31, 2017.

PROPOSED ADDENDUM FEE

Task	Description	Project Manager/Civl Engineer (Guinn)	Structural Engineer (Ge)	Other Indirect Costs	Cost
		\$191	\$163		
	Civil Engineering				
	Submittal Review	40			\$7,622
1	RFI's	80			\$15,243
	Coordination & Project Management	24			\$4,573
	Structural Engineering (Perr	manent Shoring/Ret	aining Wall)		
2	Submittal Review				\$0
	RFI's				\$0
	Structural Engineering				
3	Submittal Review		24		\$3,915
3	Structural Observation				\$0
	RFI's		96		\$15,660
	Totals:	144	120	\$0	\$47,013

Thank you for the opportunity to provide you with this addendum and should you have any further questions or comments, please do not hesitate to contact Thomas Guinn at 775-722-5095 (tom.guinn@aecom.com).

Thomas Guinn, P.E. Project Manager		Sujan Punyamurthla, Ph.D., P.E. Senior Vice President, Project Director
City Representative	Date	_



Changes in scope, additional hours of effort or extra work requested by the City shall be initiated by written order as provided within this contract. In response to the request, AECOM will develop scope and budget impact (Proposal) for submission to the City for their review and approval. Upon approval AECOM will amend scope and budget to include the work. Costs associated with the development of the Proposal shall be considered extra work and subject to equitable compensation regardless of whether the City elects to proceed with the associated work. No additional work will be performed until an amendment to the master contract is executed and received by AECOM.

SPOKANE Agenda Sheet	Date Rec'd	8/6/2018			
08/27/2018	Clerk's File #	OPR 2017-0597			
		Renews #			
Submitting Dept	ENGINEERING SERVICES	Cross Ref #			
Contact Name/Phone	ANDREW STAPLES 625-6303	Project #	2010088		
Contact E-Mail	ASTAPLES@SPOKANECITY.ORG	Bid #			
Agenda Item Type	Contract Item	Requisition #	CR #19607		
Agenda Item Name	0370 - AMENDMENT NO. 1 - COFFMAN ENGINEERS				

Agenda Wording

Contract Amendment No. 1 with Coffman Engineers for CSO 26 tank and Plaza includes construction engineering support and increasing the original contract by \$52,000.00.

Summary (Background)

The Coffman Engineers agreement for construction phase services needs to be increased by \$52,000.00 to provide construction support services through the final stages of construction and submittal review. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.

Fiscal Ir	<u>npact</u>	Grant	related?	NO	Budget Account				
		Public	Works?	YES					
Expense \$ 52,000.00					# 4250 43416 94000 5650	1 10026			
Select	\$				#				
Select	\$				#				
Select	\$				#				
Approva	l <u>s</u>				Council Notifications				
Dept Hea	<u>d</u>		TWOHIG	, KYLE	Study Session				
Division	<u>Division Director</u> SIMMONS, SCOT		IS, SCOTT M.	<u>Other</u>	F&A 8-20-18				
<u>Finance</u>	Finance ORLOB, KIMBERLY			KIMBERLY	Distribution List				
Legal ODLE, MARI			ARI	eraea@spokanecity.org					
For the M	layor_		SANDERS	S, THERESA	mdoval@spokanecity.org				
Additional Approvals				publicworksaccounting@sp	ookanecity.org				
<u>Purchasi</u>	ng				htrautman@spokanecity.org				
					kgoodman@spokanecity.org				
					astaples@spokanecity.org				
	·					-			

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering			
Subject:	Professional Services Agreement Amendments for CSO 26			
Date:	8-6-18			
Contact (email & phone):	Andrew Staples (astaples@spokanecity.org, 625-6303)			
City Council Sponsor:				
Executive Sponsor:	Scott Simmons			
Committee(s) Impacted:	PIES			
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)	CSO program			
Strategic Initiative:	Innovative Infrastructure			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of agreement amendments			
the end of the project.	need to have their agreements amended to provide services through			
Executive Summary: AECOM – The most recent amendment in March of 2018 funded construction phase services part way through construction and submittal review. We will continue to require construction support services through the end of the project. This request for Amendment No. 4 is in the amount of \$47,013.00. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.				
Bernardo Wills Architects - The Bernardo Wills agreement for construction phase services needs to be increased by \$64,500.50 to provide services through the final stages of construction and submittal review. We will continue to require construction support services through the end of the project. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.				
Coffman Engineers - The Coffman Engineers agreement for construction phase services needs to be increased by \$52,000.00 to provide construction support services through the final stages of construction and submittal review. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.				
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source:	re? □Yes ⊠No □N/A			

Other budget impacts: (revenue generating, match requirements, etc.)					
Operations Impact:					
Consistent with current operations/policy?	\boxtimes Yes	\square No	□N/A		
Requires change in current operations/policy?		\boxtimes No	□N/A		
Specify changes required:					
Known challenges/barriers:					



City of Spokane

CONTRACT EXTENSION WITH COST

CSO Basin 26 Control Facility

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 COFFMAN ENGINEERS, whose address is 10 North Post Street, Suite 500, Spokane, Washington 99201 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City CONSTRUCTION SUPPORT FOR THE CSO TANK AND PLAZA; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally 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 24, 2017, 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 execution by all parties.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed FIFTY TWO THOUSAND AND NO/100 DOLLARS (\$52,000.00) for everything furnished and done under this Contract Extension.

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

COFFMAN ENGINEERS

CITY OF SPOKANE

Ву		Ву	
Signature	Date	Signature	Date
14 ()		5	
Kurt Niven		David Condon	
Type or Print Name		Type or Print Name	
Principal		Mayor	
Title		Title	
niven@coffman.com			
E-Mail Address			
Attact		Approved as to form	
Attest:		Approved as to form:	
City Clerk	Date	Assistant City Attorney	

Attachments that are part of this Agreement:

Attachment A – Consultant's Proposal

18-fip

Additional Services Request



		-					
PROJECT N	AME:						
CEI Job Nun	nber	PM			Client		
Client Autho	orization	Requested	Verbal	Memo E	mail	Other	_SS
SCOPE OF	WORK						
DELIVERAB	SLES						
FEE BASIS							
	% of Cons	truction Cost			Time	e & Expense	
	Lump Sum	ı		-	SSSS	SSSSSSSSSSSS	SSSSSSSSS
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\							
	II be performed und II be performed und					itaat/Enginaan A	groom on t
	II be performed acc					itect/Engineer A	greement.
	t to be prepared by	•		Client	•		
SCHEDULE							
Start			Com	plete			
Authorization by Client							
	Coffman Er	ngineers				upon receipt of a signe	
<u> </u>				<u> </u>			
Signature				Signature			
By Title				By Title			
Date				Date			
							

s.m.hansen consulting

Engineering and Construction Services

M	E	M	O

Spokane Falls Combined Sewer Overflow (CSO 26) Control Facility Backup power generation

Background:

This facility includes several features which are not common to all of the CSO facilities including an electronically controlled flow control gate, a dry well pump system for emptying of the tank, and a large service level above the (tank level) which will include the electrical and mechanical rooms. The department of Ecology requires that CSO tanks be emptied within 24 hours of fill in order to be in a condition to handle subsequent storms. Power will be required in order to empty the tank and operate the electro-slide gate and various flow monitors. Power outages at this site are infrequent and are short in duration.

Backup power shall be provided capable of powering the following items:

- Minimal lighting within the service level of tank including the electrical and mechanical rooms and large service area
- Electro-slide gate in the flow control chamber
- Various flow monitoring devices which provide input for the system to function properly
- The small pump (one of three installed to discharge the main tank)
- Ventilation fans for the electrical room
- Gas monitoring units
- Any other item that is necessary to maintain a safe environment

Also, power backup is desirable to support the data system within Hall.

A power docking system shall be designed and installed in order for a portable generator to power one of the main pumps. This is intended for unlikely events where the power is out for an extended period of time and liquid remains in the tank level.

819 N. Garry Drive Liberty Lake, WA 99019 (509) 220-7461

SPOKANE Agenda Sheet	for City Council	Meeting of:	Date Rec'd	7/30/2018
08/27/2018	Clerk's File #	OPR 2018-0321		
			Renews #	
Submitting Dept	ASSET MANAGEMENT	Γ	Cross Ref #	
Contact Name/Phone	ED LUKAS	625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECI	TY.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	CR 19554
Agenda Item Name	5900 - FIRE STATION	ROOF REPAIRS - S	PECIALTY ROOFING,	LLC

Agenda Wording

Public Works Contract Amendment with Costs with Specialty Roofing, LLC to provide proper roof venting for Fire Stations #2 and #13 for an additional amount not to exceed \$26,715.49.

Summary (Background)

During roof repair at Fire Stations #2 and #13 it was discovered that there was insufficient roof venting. As a result it is necessary to add roof venting in the areas of the hip, ridge and roof to wall conditions to ensure that proper venting is achived at both Fire Stations. Therefore we are requesting an additional \$26,715.49 to be added to the contract to complete the additional work.

Fiscal In	mnact	Grant	related?	NO	Budget Account	
11304111	прасс		Works?	YES	<u>Daaget /toooant</u>	
Evnonco	# 626			. 23	# 5004 70450 04000 5530	2.04070
Expense	\$ \$26,	/15.49			# 5901 79160 94000 5620	3 01970
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approva	als_				Council Notification	<u>s</u>
Dept Hea	ıd		LUKAS, E	D	Study Session	
Division	Director		MARCHA	AND, CRYSTAL	Other PSCHC 5/7/18	
<u>Finance</u>			BUSTOS,	KIM	Distribution List	
Legal			ODLE, M	ARI	eraea@spokanecity.org	
For the M	<u>layor</u>		SANDERS	S, THERESA	cbrazington@spokanecity.	org
Additional Approvals				publicworksaccounting@spokanecity.org		
<u>Purchasi</u>	<u>ng</u>				rlukas@spokanecity.org	
		dstockdill@spokanecity.org				

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Finance / Asset Management Department					
Subject:	Replace Roofs and HVAC Units at Fire Stations					
Date:	May 7, 2018					
Author (email & phone):	Ed Lukas, 625-6286					
City Council Sponsor:	Lori Kinnear					
Executive Sponsor:	Tim Dunivant					
Committee(s) Impacted:	Public Safety / Fire Department					
Type of Agenda item:	X Consent Discussion Strategic Initiative					
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6-Year Capital Improvement Plan					
Strategic Initiative:	Maximize Public Assets / Resiliency / Public Amenities					
Deadline:	Fall 2018					
Outcome: (deliverables, delivery duties, milestones to meet) Background/History: Asset ma	Improve 3 Fire Stations in 2018					
 In 2018, the first three 1901 E. 1st Avenue, and 	ocess to replace roofs and HVAC systems on 11 fire stations. stations being addressed are #2, 1001 E. North Foothills Drive; #7, I #13, 1118 W. Wellesley Avenue. formed first so as to not damage new roof systems or void roof					
already has a newer sy	ions #2 and #13 will cost \$106,905.00 (\$53,452.50 each). Station #7 stem, so it is not included. fire stations #2, #7, and #13 will cost \$86,630.00 (\$28,876.67 each).					
Budget Impact: Approved in current year budge	et? X Yes No					



City of Spokane

PUBLIC WORKS CONTRACT AMENDMENT WITH COSTS

Title: ROOF REPAIR/REPLACEMENT FOR FIRE STATIONS

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPECIALTY ROOFING, LLC, whose address is 2222 East Mallon Avenue, Spokane, Washington 99202, as ("Conractor"). Individually hereafter referenced as a "party", and together as the "parties"

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide FIRESTATION ROOF REPLACEMENT AT STATIONS 2, 7 AND 13; and

WHEREAS, REASON FOR AMENDMENT; Change Orders reflect additional repairs needed.

- -- Now, Therefore, the parties agree as follows:
- **1. <u>DOCUMENTS</u>**. The original Contract dated May 21, 2018, any previous amendments 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.
- **EFFECTIVE DATE.** This Contract Amendment shall become effective July 1, 2018.
- **3. AMENDMENT.** Section 3 of the contract documents is amended to read as follows:

The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled FIRE STATION ROOF REPLACEMENT AT STATIONS 2, 7 AND 13. Roof venting for Fire Stations 2 and 13.

4. <u>COMPENSATION</u>. The City shall pay Contractor a maximum amount not to exceed **TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTEEN AND 49/100 DOLLARS**, (\$26,715.49) for everything furnished and done under this Contract Amendment.

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 by having legally-binding representatives affix their signatures below.

SPECIALTY ROOFING, LLC	CITY OF SPOKANE
By Signature Date	By Signature Date
Rick Simmet	David Condon
Print Name	Print Name
Owner	Mayor
Title rick@specialtcommercialroofing.com	Title
E-Mail Address	
Attest:	Approved as to form:
City Clerk Date	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A: Amended Proposal dated July 20, 2018 Attachment B: Amended Proposal dated July 26, 2018

18-fip

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	8/6/2018		
08/27/2018		Clerk's File #	OPR 2015-0094		
		Renews #			
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	RES 2015-0017		
Contact Name/Phone	DAVID PAINE 625-6878	Project #			
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #			
Agenda Item Type	Contract Item	Requisition #	CR 19599		
Agenda Item Name	4490-SOLE SOURCE CONTRACT RENEWAL WITH DRESSER RAND				

Agenda Wording

Sole source contract renewal #3 of 4 with Dresser Rand Company for maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package at the Waste to Energy Facility.

Summary (Background)

Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply maintenance, service and parts to the turbine generator at the WTE. In 2015, a resolution declaring Dresser Rand Company, the sole source for these services was approved, and a contract was awarded with a possibility of four (4) one-year extensions. This is the third of those extensions. Total annual cost is anticipated to be \$108,700.00 and the contract will run through January of 2019.

Fiscal Impa	act Gr	ant related?	NO	Budget Account	
	Pu	blic Works?	YES		
Expense \$	\$108,700	0.00		# 4490-44100-37148-5480	03-34002
Select \$				#	
Select \$				#	
Select \$				#	
Approvals				Council Notification	<u>s</u>
Dept Head		CONKLIN	, CHUCK	Study Session	F&A 8/20
Division Dire	ctor	SIMMON	S, SCOTT M.	<u>Other</u>	
<u>Finance</u>		ALBIN-M	OORE, ANGELA	Distribution List	
<u>Legal</u>		ODLE, M	ARI	mdorgan@spokanecity.org	
For the Mayo	<u>r</u>	SANDERS	, THERESA	jsalstrom@spokanecity.org	
Additional A	Approv	als		tprince@spokanecity.org	
<u>Purchasing</u>				donald.bell@siemens.com	
				mario.polselli@siemens.com	
				rrinderle@spokanecity.org	

Briefing Paper Finance and Administration Committee

- I III GII						
Division & Department:	Public Works Division; Solid Waste Disposal					
Subject:	Dresser Rand Sole Source Contract Renewal					
Date:	August 20, 2018					
Contact (email & phone):	David Paine, dpaine@spokanecity.org, 625-6878					
City Council Sponsor:						
Executive Sponsor:						
Committee(s) Impacted:	Finance and Administration/ 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 Infrastructure – Sustainability; Sustainable Resources- Sustainable Practices					
Deadline:						
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for renewal of the sole source maintenance agreement with Dresser Rand Company, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.					
down and maintenance/parts we there would be a significant lost In 2015, a resolution declaring service and product supplies not and a contract was awarded for extensions/renewals. This wou annual cost for any parts and rethis renewal.	egral part of the 24hr/7 day a week operations. If it were to break were not readily available, it would likely cause a boiler outage and its in revenue. Dresser Rand Company of Seattle, a sole source for the maintenance, eccessary for the condensing steam turbine generator at the WTE facility or one year, with the possibility of four (4) one-year ld be number three (3) of four (4) of those renewals. The estimated epairs should not exceed \$108,700.00 for everything provided under					
 Executive Summary: Renewal #3 of 4 to OPR 2015-0094 under Sole Source Resolution RES 2015-0017 with Dresser Rand Company for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility. Estimated annual cost of \$108,700.00. The term of this contract is through December 31, 2018. The WTE Facility is unable to produce electricity without the turbine generator and will likely experience an unplanned outage in the event that it breaks down. 						
Budget Impact: Approved in current year budge Annual/Reoccurring expenditur If new, specify funding source: Other budget impacts: (revenu						

Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:	
--	--



City of Spokane

CONTRACT RENEWAL 3 OF 4

Title: MAINTENANCE AND SERVICE FOR CONDENSING STEAM TURBINE ENGINE

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DRESSER RAND COMPANY** whose address is 225 South Lucile Street, Seattle, Washington 98108 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the MAINTENANCE, SERVICE, AND PRODUCT SUPPLIES NECESSARY FOR THE CONDENSING STEAM TURBINE GENERATOR DRIVE PACKAGE: and

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 3rd of those extensions.

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

1. CONTRACT DOCUMENTS.

The original Contract, adopted by City Council on February 23, 2015, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on February 1, 2018 and run through January 31, 2019.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED AND 00/100** (\$108,700.00) for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor 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.

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

DRESSER RAND COMPAN	ΙΥ	CITY OF SPOKANE	
Ву		Ву	
Signature	Date	Signature	Date
		David A. Condon	
Type or Print Name		Type or Print Name	
		Mayor	
Title		Title	
E-Mail Address			
Attest:		Approved as to form:	
City Clerk		Assistant City Attorney	
Attachments that are part of	f this Agreement:		
Certificate of Debarment			

18-132

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.
- 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.

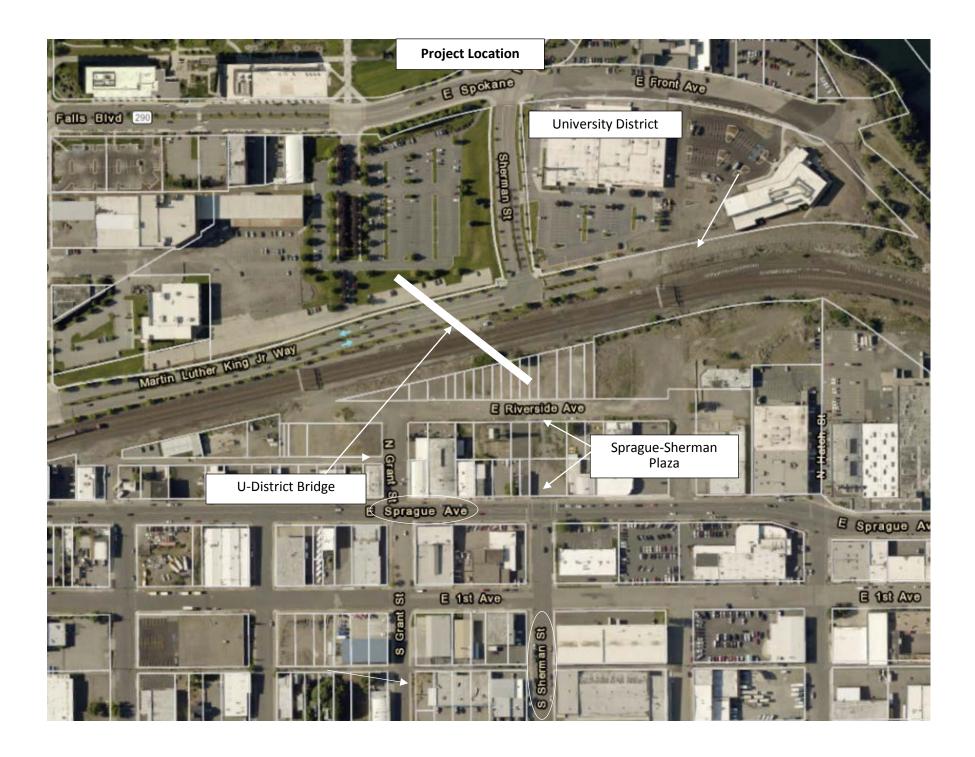
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

SPOKANE Agenda Shee	t for City Council Me	eeting of:	Date Rec'd	8/6/2018		
08/27/2018			Clerk's File	# OPR 2018-0523		
			Renews #			
Submitting Dept	ENGINEERING SERVICES		Cross Ref #	‡		
Contact Name/Phone	DAN BULLER 625-6	391	Project #	2015150		
Contact E-Mail	DBULLER@SPOKANECIT	Y.ORG	Bid #			
Agenda Item Type	Contract Item		Requisition	n #		
Agenda Item Name	0370 LOW BID AWARD -	TO BE DETERN	INED AUGUST	20, 2018		
Agenda Wording						
Low Bid of (to be det	· -	_				
Sprague Sherman Plaza. An	administrative reserve of \$, which is	10% of the con	tract price plus tax, will		
be set aside.						
	Λ.					
Summary (Backgroun	<u>id)</u>					
All information will be provide	led prior to the August 20.	2018 meeting.	On August 20. 2	2018 hids were opened		
for the above project. The E	•	_		·		
determined at bid opening) i	_	=		-		
	neer's Estimate; other bids			01		
	neer s Estimate, other bius	were received	as follows.			
Fiscal Impact Grant r	elated? YES	Budget Ac	<u>ccount</u>			
Public \	Works? YES					
Expense \$ 679,460.46		# 3200 9509	6 95300 56501 2	21998		
Expense \$ 87,424.94		# 3200 9509	6 95300 56501 <mark>9</mark>	99999		
Select \$		#				
Select \$		#				
<u>Approvals</u>			otifications			
	TWOHIG, KYLE	Study Sess Other				
	·		F	F&A 6/18/18		
FinanceORLOB, KIMBERLYLegalODLE, MARI		Distribution				
	eraea@spoka	, ,				
For the Mayor	•	ccounting@spo	kanecity.org			
Additional Approvals		mdoval@spo				
Purchasing			spokanecity.org			
GRANTS &	CTOBLIED CALLY					
	STOPHER, SALLY	kgoodman@s	spokanecity.org			

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering			
Subject:	Sprague & Sherman Plaza			
Date:	6-18-18			
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:				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan			
Strategic Initiative:	Innovative Infrastructure			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract			
 Background/History: This project connects the cur transportation corridor in the 	rently under construction U-District bridge to Sprague Ave., the main e area.			
 Executive Summary: The U-District bridge, a pedestrian/bike bridge over MLK Jr. Way and the RR tracks, lands on the south side at approximately the intersection of Sherman St. and the unpaved Riverside Ave. This landing is one block north of the heavily traveled Sprague Ave. The proposed project turns the one block (approx. 300') between Sprague Ave. and Riverside Ave. into a ped/bike/bus only traveled way thereby providing a connection from the University District to Sprague Ave. STA will route a medical district focused bus route to the south end of the U-District bridge which will have a stop/waiting area at Riverside Ave./Sherman St. A stop/waiting area at this location is intended to enhance safety in the area. Also included in the project are signal upgrades to permit the STA bus to exit the plaza onto Sprague Ave. The plaza itself (the area between Sprague Ave. and Riverside Ave.) will be tree lined with decorative pavement accents to emphasize its non-vehicular purpose. This project is scheduled for completion at the same time as the U-District bridge. Budget Impact: Approved in current year budget?				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:				



City Of Spokane

Engineering Services Department * * * Engineer's Final Estimate * * *

Project Number: 2015150

Project DescriptionSprague and Sherman PlazaOriginal Date6/5/2018 3:16:26 PMFunding SourceFederalUpdate Date6/5/2018 3:16:56 PM

Preparer Jonathan Adams Addendum

Project Number: 2015150

Item No	o Bid Item Description	Est Qu	antity	Unit Price	Amount
	Description			Tax Classification	on
Schedul	e 01 Bicycle & Pedestrian Improvements			Sales tax shall be inc	cluded in unit prices
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00
102	SPCC PLAN	1	LS	* * * * *	1,000.00
103	POTHOLING	4	EA	400.00	1,600.00
-	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	* * * * *	1,200.00
105	MOBILIZATION	1	LS	* * * * *	60,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	* * * * *	35,000.00
107	SPECIAL SIGNS	33	SF	20.00	660.00
108	SEQUENTIAL ARROW SIGN	350	HR	5.00	1,750.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	400	HR	7.00	2,800.00
110	CLEARING AND GRUBBING	1	LS	* * * * *	5,000.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	* * * * *	5,000.00
112	REMOVE EXISTING CURB	111	LF	11.00	1,221.00
	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	100	SY	14.00	1,400.00
114	SALVAGE GRANITE CURB	60	LF	12.00	720.00
115	SAWCUTTING CURB	6	EA	30.00	180.00
116	SAWCUTTING RIGID PAVEMENT	190	LFI	1.00	190.00
117	SAWCUTTING FLEXIBLE PAVEMENT	2500	LFI	0.50	1,250.00
118	ROADWAY EXCAVATION INCL. HAUL	320	CY	25.00	8,000.00
119	REMOVE UNSUITABLE FOUNDATION MATERIAL	20	CY	20.00	400.00
120	REPLACE UNSUITABLE FOUNDATION MATERIAL	20	CY	30.00	600.00
	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY EXCAVATION	10	CY	100.00	1,000.00
122	SITE SHAPING & GRADING	1	LS	* * * * *	5,000.00
123	HAZARDOUS MATERIAL	20	TON	400.00	8,000.00
124	HEALTH & SAFETY PLAN	1	LS	* * * * *	4,000.00
125	PREPARATION OF UNTREATED ROADWAY	580	SY	1.75	1,015.00
	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	337	SY	7.00	2,359.00
127	IMPERMIABLE LINER	337	SY	70.00	23,590.00
128	CRUSHED SURFACING TOP COURSE	35	CY	40.00	1,400.00
129	CSTC FOR SIDEWALK AND DRIVEWAYS	5	CY	90.00	450.00
130	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	325	SY	32.00	10,400.00

Monday, August 06, 2018 Page 1 of 4

Item N	No Bid Item Description	Est Qu	antity	Unit Price	Amount
	Description			Tax Classificati	on
Schedu	ule 01 Bicycle & Pedestrian Improvements			Sales tax shall be in	cluded in unit prices
131	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 5 INCH THICK	250	SY	50.00	12,500.00
132	SOIL RESIDUAL HERBICIDE	2222	SY	0.20	444.40
133	PAVEMENT REPAIR EXCAVATION INCL. HAUL	250	SY	45.00	11,250.00
134	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1	CAL	-1.00	-1.00
135	COMPACTION PRICE ADJUSTMENT	1	EST	100.00	100.00
136	PERMIABLE UNIT PAVER	2300	SF	20.00	46,000.00
137	RESERVOIR COARSE	100	CY	80.00	8,000.00
138	BEDDING AGGREGATE	7	CY	80.00	560.00
139	LANDSCAPE CURB WALL	213	LF	60.00	12,780.00
140	DRAIN PIPE 6 IN. DIAM.	55	LF	35.00	1,925.00
141	UNDERDRAIN PIPE 6 IN. DIAM.	75	LF	35.00	2,625.00
142	CATCHBASIN TYPE 2	2	EA	3,500.00	7,000.00
143	CLEANOUT JUNCTION	2	EA	2,000.00	4,000.00
144	CONNECT 6 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1	EA	400.00	400.00
145	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10	CY	250.00	2,500.00
146	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10	CY	20.00	200.00
147 148	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL CATCH BASIN SEWER PIPE 6 IN. DIAM.	10	CY	18.00 35.00	180.00 1,400.00
	TEMPORARY ADJACENT UTILITY SUPPORT	_	LS	* * * * *	1,000.00
149	ESC LEAD	1	LS	* * * * *	•
150	INLET PROTECTION		EA		1,000.00 270.00
151 152	STREET CLEANING	3 40	HR	90.00 150.00	6,000.00
	TOPSOIL TYPE A, 4 INCH THICK				·
153	,	190	SY	6.00	1,140.00
154	TOPSOIL TYPE A, 6 INCH THICK	115		12.00	1,380.00
155	PSIPE 2 CAL CURUP		EA	500.00	5,000.00
156 157	PSIPE 2 GAL SHRUB	111		45.00	4,995.00
157	PSIPE 1 GAL GROUND COVER		EΑ	11.00	770.00
158	WEED SPRAYING AND CONTROL	1	EA ev	3,000.00	3,000.00
159	MINERAL MULCH TYPE A	115		18.00	2,070.00
160	MINERAL MULCH TYPE B	895 340		18.00	16,110.00
161	MINERAL MULCH TYPE C		_	15.00	5,100.00
162	SOD INSTALLATION CEMENT CONCRETE MOW STRIP	190		15.00	2,850.00
163	CEMENT CONCRETE MOW STRIP	231		20.00	4,620.00
164	IRRIGATION SYSTEM		LS		30,000.00
165	4 IN. PVC IRRIGATION SLEEVE		LF	15.00	750.00
166	CEMENT CONCRETE ELLISH CLIBB		LF	30.00	2,700.00
167	CEMENT CONCRETE PRIVEWAY	471		50.00	23,550.00
168	CEMENT CONCRETE DRIVEWAY	16	SY	50.00	800.00

Project Number:

2015150

Monday, August 06, 2018 Page 2 of 4

Proje	ect Number: 2015150				
Item No	Bid Item Description	Est Qu	antity	Unit Price	Amount
	Description			Tax Classificatio	n
Schedul	e 01 Bicycle & Pedestrian Improvements			Sales tax shall be incl	luded in unit prices
170	CHAIN LINK FENCE TYPE 3FT BLACK	40	LF	30.00	1,200.00
	END GATE CORNER AND PULL POST FOR CHAIN LINK FENCE	4	EA	200.00	800.00
	CANTILEVER SLIDING CHAIN LINK GATE 20FT WIDE	1	EA	2,500.00	2,500.00
173	CEMENT CONC. SIDEWALK	30	SY	40.00	1,200.00
174	RAMP DETECTABLE WARNING RETROFIT	48	SF	22.00	1,056.00
-	TRAFFIC SIGNAL SYSTEM SHERMAN & SPRAGUE	1	LS	* * * * *	150,000.00
-	ILLUMINATION CONDUIT SYSTEM SHERMAN PLAZA	1	LS	* * * * *	26,000.00
177	ILLUMINATION SYSTEM SHERMAN PLAZA	1	LS	* * * * *	47,000.00
178	COMMUNICATION CONDUIT SYSTEM	1	LS	* * * * *	105,000.00
179	COMMUNICATION CABLES AND INTERFACES	1	LS	* * * * *	4,000.00
	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1	LS	* * * * *	7,000.00
181	REMOVAL OF EXISTING PAVEMENT MARKINGS	1000	SF	4.50	4,500.00
	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	12	EA	100.00	1,200.00
183	PAVEMENT MARKING - PAINT	1300	SF	1.00	1,300.00
184	WORD AND SYMBOL MARKINGS - PAINT	18	EA	150.00	2,700.00
185	CURB KNOB	25	EA	35.00	875.00
				Schedule Totals	766,885.40

Monday, August 06, 2018 Page 3 of 4

Project Number	2015150	Sprague and Sherman Plaza	
		SCHEDULE SUMMARY	

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	766,885.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	766,885.40

Monday, August 06, 2018 Page 4 of 4

SPOKANE Agenda Sheet	Date Rec'd	8/14/2018	
08/27/2018		Clerk's File #	OPR 2018-0524
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015078
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - MLK JR WAY PROJECT - ZAYO G	ROUP, LLC	

Agenda Wording

Agreement with Zayo Group, LLC contributing \$51,151.00 towards conduit installation for the MLK Jr. Way project. This agreement is part of a project which is in the 6 year street plan.

Summary (Background)

In order to minimize future cuts to a new road, Engineering Services sends out notices to private utilities notifying them of City projects and inviting them to do their work while the road is closed and the pavement is removed. Zayo, a telecommunications company, asked the City to install conduits for Zayo's use and at Zayo's cost as the City's contractor was installing conduits for City use. In addition to paying for the cost of conduit installation, Zayo also paid for engineering time

Fiscal Impact	Grant related?	NO	Budget Accoun	<u>t</u>	
	Public Works?	YES			
Revenue \$ 51,1	51.00		# 3200 94997 99999	36710 21007	
Select \$			#		
Select \$			#		
Select \$			#		
Approvals			Council Notifica	ations	
Dept Head	TWOHIG	i, KYLE	Study Session		
Division Director	r SIMMON	NS, SCOTT M.	<u>Other</u>	F&A 8-200-18	
<u>Finance</u>	ORLOB,	KIMBERLY	Distribution List		
<u>Legal</u>	ODLE, M	IARI	Ihattenburg@spokanecity.org		
For the Mayor	SANDER	S, THERESA	mhughes@spokanecity.org		
Additional Approvals		jsalstrom@spokanecity.org			
Purchasing		htrautman@spokanecity.org			



Continuation of Wording, Summary, Budget, and Distribution

<u>Agenda Wording</u>

Summary (Background)

associated with installing conduits for Zayo. The proposed agreement will result in revenue of approx. \$51,000.

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

Briefing Paper Finance & Administration

Division & Department:	Public Works, Engineering		
Subject:	MLK Phase 2B		
Date:	8-20-18		
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:			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This agreement is part of a project which is in the 6 year street plan		
Strategic Initiative:	Innovative Infrastructure		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of agreement with private utility		
Background/History:			
 Executive Summary: In order to minimize future cuts to a new road, Engineering Services sends out notices to private utilities notifying them of City projects and inviting them to do their work while the road is closed and the pavement is removed. Zayo, a telecommunications company, asked the City to install conduits for Zayo's use and at Zayo's cost as the City's contractor was installing conduits for City use. In addition to paying for the cost of conduit installation, Zayo also paid for engineering time associated with installing conduits for Zayo. The proposed agreement will result in revenue of approx. \$51,000. 			
Budget Impact:			
Approved in current year budget? □Yes □No □N/A Annual/Reoccurring expenditure? □Yes □No □N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy? \square Yes \square No \square N/A			
Requires change in current ope			
Specify changes required:			
Known challenges/barriers:			

City Clerk's No)
-----------------	---

MLK Jr. Way Project

THIS AGREEMENT ("Agreement") is between the CITY OF SPOKANE, a Washington municipal corporation, located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, ("City"), and ZAYO GROUP, LLC, a Delaware limited liability company, having its corporate offices at 1805 29th, Suite 2050 Boulder, CO 80301, ("Utility"), jointly hereinafter referred to as the "Parties".

WHEREAS, the City of Spokane has constructed Martin Luther King Jr. Blvd Phase 2A (MLK 2A) and will construct Martin Luther King Jr. Blvd Phase 2B (MLK 2B) this summer (the "City Project"). These projects involve installation of pavement, utilities and landscaping and are funded by local and federal funds.

WHEREAS, the City previously granted Utility a nonexclusive franchise to use the public right of way to provide certain telecommunication services to the public, and a portion of the City's projects is located along an alignment where Utility would like to install certain facilities consistent with its franchise ("Utility Facilities"); and

WHEREAS, it would be of substantial benefit to the Parties if the Utility Facilities could be installed under a single contract as part of the City's Projects, rather than having Utility install the Utility Facilities separately by a separate contractor. Mutual benefits further include easier contract management, less disruption and reduced need for Utility to defer the work, necessitating later cutting of new pavement or the City imposing a cut moratorium. It would also be of benefit to the traveling public and to the businesses adjacent to the Project area;

WHEREAS, the Parties are entering into this Agreement under which, as part of the City's MLK Phase 2B project, the City's contractor will provide all labor and materials including excavation, bedding and backfill, conduit and junction boxes and surface restoration as required for the installation of conduits and associated junction boxes for the Utility at vertical and horizontal locations agreed to by City and Utility designers (collectively "Utility Facilities"), and Utility will reimburse the City for its proportionate share of associated costs; -- Now, Therefore.

The Parties agree as follows:

BID PREPARATION / RESPONSIBLE PERSON.

- A. At the time of execution of this Agreement and not later than July 16, 2018, Utility agrees to pay to the City an agreed sum of three thousand dollars (\$3,000.00) for Utility's share of the City's costs of setting up this agreement, preparing bid documents, bidding the project and construction phase inspection and project management covering Utility Facilities for MLK 2A and MLK 2B.
- B. Utility agrees to pay the City \$18,916 to reimburse the City's actual costs of constructing Utility Facilities as part of MLK 2A.
- C. Utility agrees to reimburse the City's actual costs relating to construction of Utility Facilities as part of MLK 2B, an estimate of which, based on bid prices and quantities is \$29,235. Pertinent engineering documents associated with the work described herein are on file with the City of Spokane Department of Engineering Services, and are incorporated into this Agreement by this reference. Utility warrants to the City that it has taken all reasonable measures to ensure the City prepared plans are compatible with the work itdesires.
- D. Utility agrees to designate a "Responsible Person" to represent Utility regarding its interest in construction under the Project contract, or any modifications or changes requested by Utility in this contract. Utility's person is Michael Miner until modified in writing. The City's "Responsible Person" is the Construction Engineer Ryan Schulte.

PERFORMANCE OF WORK.

- A. Utility shall reimburse City for Utility's share of pavement removal/replacement, trench excavation and backfill, furnishing and placement of conduit and any other surfacing removal/replacement that may be required to construct Utility requested improvements. The City shall allocate amongst the various participating utilities a proportionate share of the above described costs.
- B. Utility shall be solely and directly responsible for all testing of the Utility Facilities installed on its behalf. Any modifications or changes to the Utility Facilities plans by Utility must be accepted by the City prior to implementation. Utility shall obtain all necessary permits under the Spokane Municipal Code to perform work within the City right-of-way.
- D. Utility agrees to reimburse the City for change orders incurred by the City in the course of constructing the Utility Facilities. Change orders

may be incurred due to delays by the Utility in delivering Utility supplied equipment to the City's contractor, changes requested by the Utility or due to unforeseen circumstances.

- E. Utility agrees at all times as between itself and the City that Utility shall be primarily and ultimately responsible for payment of all costs and expenses relating to construction of the Utility Facilities, including without limitation any extra work or contract price adjustments or disputes, and agrees the City has no responsibility therefore, except to administer and apply funds paid or deposited by Utility with the City for contract purposes. The Parties agree that all Utility requested work shall be subordinate and subject to City Project work and the authority of the City Project Engineer, so that accomplishment of the City needs in the Project shall be the primary duty of the City's Contractor, with any/all work requested by the Utility being secondary. Contact by Utility relating to the Contractor and Project is subject to the authority and permission of the City Project Engineer, who may require all contact be through Utility's Responsible Person.
- F. Utility agrees that the City retains control over all decisions relating to the City's Contractor and the execution of work, unless the City determines, in the exercise of reasonable discretion, that the issue raised involves exclusively Utility concerns and notifies its Contractor and Utility that they should resolve the question separately. This does not prevent the Parties from working together in joint cooperation, and both Parties agree in the exercise of good faith to work together to achieve a successful completion of all Project contract work.
- G. Partial payments to the Contractor shall be at the discretion of and in accordance with the normal procedures and time frames utilized by the City. Utility shall be responsible for reviewing the Contractor's partial payment request relating to the Utility requested work and communicate in writing to the Project Engineer any objections it has to the Contractor's partial pay request. The objection shall be communicated within three (3) days of receipt of the Contractor's partial pay request. If no objection is received in that time frame, the Project Engineer may assume that the Contractor's partial pay request is approved by Utility and may then pay the requested amount.
- H. Within five (5) days of request for final inspection by the Contractor, Utility shall deliver to the Project Engineer a punch list of remaining items. If no list is received, the Project Engineer may conclude that all work requested by the Utility including the Utility Facilities has been completed satisfactorily and release the Contractor from further liability.

CONCLUSION.

This Agreement concludes upon completion of the construction herein contemplated; acceptance of the work by both Parties as being complete; the contract having been fully performed by the City's Contractor and by both Parties; receipt of the necessary lien waivers by parties furnishing labor and materials to the Contractor; and by final payment of any retainage held back from the Contractor. Any supplies or materials remaining after completion of the construction shall belong to the Party charged with purchase of the same.

ADDITIONAL.

- A. Utility agrees to indemnify and hold harmless the City and its officers, agents, employees or otherwise, from any and all liability, loss or damage that City of Spokane or any of its officers, agents, or employees may suffer as a result of claims, demands, actions, damages or injuries of every kind or nature because of the design, construction, maintenance or operation of the electrical system or Utility Facilities constructed under this Agreement, except to the extent arising from the negligent acts or omissions of the City.
- B. This Agreement may be amended at any time by written agreement executed with the same formalities as 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 at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein by law.
- C. Failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of any part of this Agreement. All notices given under the Agreement shall be in writing and served personally or by certified mail, return receipt requested, sent to the Parties at their respective addresses hereinabove given.
 - Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- D. This Agreement is the complete expression of the Parties' intent. No other understandings, oral or otherwise shall apply. This Agreement is governed by the laws of the State of Washington. Time is of the essence. Venue for any litigation arising out of the Agreement shall be Spokane County, WA.

	Dated:	City of Spokane
		Ву:
		Title:
	Attest:	Approved as to form:
	**************************************	Assistant City Attorney
¥	Dated:7 /20/ 18	TAYO Utility
		Email Address: Schrey . Javels @ ZAYO. Com
		By: Jaka Jamo
		Title: RUP of Help operations.

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	8/7/2018
08/27/2018		Clerk's File #	OPR 2018-0525
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	KEN X7156	Project #	
Contact E-Mail	KLAMOREAUX@	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR19613
Agenda Item Name	1970 - ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE		

Agenda Wording

Contract with ESO Solutions, Inc. for Annual Subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$76,040.34 including tax.

Summary (Background)

ESO Solutions, Inc. developed and replaced the incident record management system in 2017 for the fire department. The system is vital for reporting incidents to fire crews and maintaining records. As part of the original agreement (OPR 2017-0356) the City agreed to pay annual subscription fees for maintenance and support of the software.

Fiscal Impact Grant	related? NO	Budget Account	
<u> </u>	: Works?	<u>Baaget Account</u>	
Public	, VVOI KS :		
NO Expense \$ 76,040.3	34	# 1970-35142-22100-5482	20-99999
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	SCHAEFFER, BRIAN	Study Session	PSC 7/30/2018
Division Director	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

City Clerk's No. OPR 2018-0525



City of Spokane

CONTRACT RENEWAL

Title: ANNUAL SUBSCRIPTION FOR INCIDENT RECORD MANAGEMENT SYSTEM

THIS Contract Renewal is between the CITY OF SPOKANE FIRE DEPARTMENT, a Washington State municipal corporation, as ("City"), and ESO SOLUTIONS, INC., whose address is 9020 North Capitol of Texas Highway, Suite II-300, Austin, Texas 78759, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide subscription services to its Record Management System; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 1, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 21, 2018 and shall run through July 20, 2019.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SEVENTY SIX THOUSAND FORTY AND 34/100 DOLLARS (\$76,040.34)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

ESO SOLUTIONS, INC.

CITY OF SPOKANE FIRE DEPARTMENT

DocuSigned by: By Chris Dillie 8/10/2018 1:59:21 PM PD)Tp
Ey Chris Dillie 8/10/2018 1:59:21 PM PD Signature 22F498 Date	Signature Date
Chris Dillie	
Type or Print Name	Type or Print Name
CEO	
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	
Exhibit A – ESO Invoice dated June 21, 2018 Exhibit – Certificate Regarding Debarment	

18-120a

ATTACHMENT B 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.

ESO Solutions, Inc. NacheroisSociretipeent / Contractor / Consultant (Type or Print)	Records management system Program Title (Type or Print)
Chris Dillie Name of Certifying Official (Type or Print) CEO Title of Certifying Official (Type or Print)	DocuSigned by: Chris Dillie Signature 8/10/2018 1:59:21 PM PDT Date (Type or Print)

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	8/15/2018
08/27/2018		Clerk's File #	OPR 2018-0526
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone KEVIN KING 835-4514		Project #	
Contact E-Mail	KKING@SPOKANEPOLICE.ORG	Bid #	4463-18
Agenda Item Type	Contract Item	Requisition #	CR 19598
Agenda Item Name	0680- GALLS POLICE UNIFORMS CONTRACT		

Agenda Wording

Contract with GALLS (SPOKANE, WA) for Police uniforms with fitting, repair, and inventory services through July 30, 2021. Estimated average amount of \$100,000.00 annually for total contract amount not to exceed \$300,000.00.

Summary (Background)

In early May of 2018, a Request for Proposals was released (30 Firms/Plan Holders notified) to provide Police uniforms including fitting, alteration, repair and inventory services. The Proposal from Galls, LLC has been evaluated and determined to meet the needs of the Police Department. The contract will be effective for a three year term through July 30, 2021. The contract may be renewed for two additional one-year terms for a total contract term not to exceed five years.

Fiscal Impact	Grant r	elated?	NO	Budget Account	
	Public \	Works?	NO		
Expense \$ 300,	000.00			# 0680-11410-21250-5320)2-99999
Select \$				#	
Select \$				#	
Select \$				#	
Approvals				Council Notification	<u>s</u>
Dept Head		KING, KE	VIN	Study Session	PSCHC Meeting 06/09/18
Division Director KING, KEVIN		VIN	<u>Other</u>		
Finance SCHMITT, KEVIN		, KEVIN	Distribution List		
Legal ODLE, MARI		ARI	cwahl		
For the Mayor SANDERS, THERESA		spdfinance			
Additional Approvals			mdoval		
Purchasing WAHL, CONNIE		ONNIE	lyons-kiley@galls.com		
			brewer-tiffany@galls.com		

City Clerk's No.	



City of Spokane

PURCHASE AGREEMENT

Title: POLICE UNIFORMS WITH FITTING, REPAIR AND INVENTORY SERVICES

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **GALLS, LLC**, whose address is 1340 Russell Cave Road, Lexington, Kentucky 40505, as ("Vendor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>GOODS</u>. The Vendor agrees to provide to the City uniforms and service including the fitting, alteration, repair and inventory of new and replacement uniforms on an as needed basis.
- 2. <u>CONTRACT DOCUMENTS</u>. This Agreement, RFP No. 4463-18, and the Vendor's Response to RFP, in this order, constitute the contract documents. If there is a discrepancy between these documents, this Agreement controls. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file with the City of Spokane Purchasing Department, 808 West Spokane Falls Blvd., 4th Floor, Spokane, WA 99201, and are incorporated into this Agreement by reference as if they were set forth at length.
- 3. <u>TERM</u>. The Agreement shall begin July 1, 2018 and run through July 30, 2021, unless terminated earlier. The Agreement may be extended, upon mutual written agreement of both parties, for two (2) additional one year Agreement periods with the total contract period not to exceed five (5) years.
- 4. <u>DELIVERY AND ACCEPTANCE</u>. The Vendor agrees to deliver the goods to the Spokane Police Department, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. The delivery will not be complete until all documents are property endorsed to the order of the City.

The goods will be delivered in accordance with the contract documents. The goods will not be accepted by the City until approved by its authorized representative after inspection.

- 5. <u>TIME</u>. The Vendor agrees to provide individual orders within fourteen (14) days or ordering, with the exception of special orders. Vendor will outfit new hires with entire set of clothing, as needed. Repairs and alterations shall be completed within one (1) week after item is submitted.
- 6. <u>COMPENSATION</u>. Under this unit price contract the City will pay up to a maximum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for the contract term (3 years), including tax for everything furnished and done under this Agreement. This is an optional use contract. Services by the Vendor are provided on an as needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

- 7. <u>PAYMENT</u>. The Vendor will send its applications for payment for goods requested, received and accepted, to the Spokane Police Department, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. Payment will be made within thirty (30) days after receipt of the Vendor's application except as provided in RCW 39.76. **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.
- 8. <u>TITLE</u>. Title to the goods purchase under this Agreement remains with the Vendor until they are delivered to the City's delivery location.
- 9. <u>RISK OF LOSS</u>. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.
- 10. <u>UNIFORM COMMERCIAL CODE</u>. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.
- 11. <u>INSPECTION</u>. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.
- 12. <u>OVERSHIPMENT</u>. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.
- 13. <u>WARRANTY</u>. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.
- 14. <u>UNLAWFUL OVERCHARGES</u>. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

- A. Time is of the essence of this Agreement.
- B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.
- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the terms of the Agreement.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged as bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. <u>INDEMNIFICATION</u>.

The Vendor 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 Vendor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Vendor 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 Vendor'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 Vendor, its agents or employees. The Vendor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Vendor's own employees against the City and, solely for the purpose of this indemnification and defense, the Vendor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Vendor 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.

17. <u>INSURANCE</u>.

During the period of the Agreement, the Vendor 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 Vendor's services to be provided under this Agreement;
 - Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- A. **Property Insurance** if materials and supplies are furnished by the Vendor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Vendor or its insurer(s) to the City.

As evidence of the insurance coverage(s) required by this Agreement, the Vendor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Vendor's services under this Agreement, as well as all of the parties who are additional

insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 18. <u>NONDISCRIMINATION</u>. 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 Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.
- 19. <u>ASSIGNMENTS</u>. The Vendor may not assign, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Agreement, the Vendor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
- 20. <u>ANTI-KICKBACK</u>. 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 the Agreement.
- 21. <u>COMPLIANCE WITH LAWS</u>. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.
- 22. <u>DISPUTES</u>. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- 23. <u>SEVERABILITY</u>. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- 24. <u>AUDIT / RECORDS.</u> The Vendor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Vendor and its subcontractor 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.
- 25. <u>BUSINESS REGISTRATION REQUIREMENT</u>. 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 Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 26. <u>DEBARMENT AND SUSPENSION</u>. The Vendor 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.

- 27. <u>CONSTRUAL</u>. The Vendor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of nor against either party.
- 28. <u>VENDOR'S ACKNOWLEDGEMENT</u>. The Vendor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.
- 29. <u>MODIFICATIONS</u>. The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Vendor will accept modifications when ordered in writing by the Director of the Wastewater Reclamation Facility and the Agreement time and compensation will be adjusted accordingly.
- 30. <u>INTEGRATION</u>. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
- 31. <u>FORCE MAJEURE</u>. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Vendor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

GALLS, LLC CITY OF SPOKANE Βv By __ Signature Date Signature Date Type or Print Name Type or Print Name Title Title Attest: Approved as to form: City Clerk Assistant City Attorney

18-118

ATTACHMENT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Operator / 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 Operator 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 Operator is unable to certify to any of the statements in this contract, such Operator 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.

Name of Subrecipient / Operator / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Police uniforms, alterations, and repair contract with Galls
Date:	6/4/2018
Contact (email & phone):	Kevin King - kking@spokanepolice.org (509)835-4514
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
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:	
Deadline:	
delivery duties, milestones to meet)	Approval for uniforms contract. 7th, 2018, RFP #4463-18 was sent out to multiple firms to provide Police
	the fitting, alteration, repair, and inventory of new and replacement
 Two additional one-year of Spokane Estimated annual amorth 	formance will begin on July 1 st , 2018 and end on June 30 th , 2021 ar contract period extension will be granted at the discretion of the City unt of \$100,000, for a total contract amount not to exceed \$300,000 udes regular replacement uniforms as well as all new hires
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu	·
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:	ions/policy? ⊠ Yes □ No □ N/A

SPOKANE Agenda Sheet	Date Rec'd	8/15/2018		
08/27/2018	Clerk's File #	OPR 2015-0834		
		Renews #		
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #		
Contact Name/Phone	LONNIE MOON 4661	Project #	2015197	
Contact E-Mail	LMOON@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Contract Item	Requisition #		
Agenda Item Name	4250-GMP #7 NEXT LEVEL OF TREATMENT			

Agenda Wording

Continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan and meet regulatory requirements for phosphorous removal. In alignment with current City-Wide Capital Program, comprehensive priorities and budget.

Summary (Background)

GMP #7 Scope of work includes completion of construction for Phase 2 Membrane Facility and commissioning work. Work is scheduled to be completed in September of 2021. Total cost of GMP #7 is \$75,546,866.16 After processing transfers of funds from GMPs #2 and #3 closeouts, and transfer of remaining administrative reserve from GMPS #4, #5, and #6, there will be an addition of new monies for a total of \$72,621,276.20

Fiscal Impact	Grant rel	lated?	NO	Budget Account		
	Public W	orks?	NO			
Expense \$ 72,6	21,276.20			# 4340-43387-94000-56	5501-14322	
Select \$				#		
Select \$				#		
Select \$				#		
Approvals				Council Notification	ons en	
Dept Head	F	LEIGER,	NATHAN	Study Session		
Division Director	<u>r</u> SI	IMMON	IS, SCOTT M.	<u>Other</u>		
<u>Finance</u>	K	ECK, KA	THLEEN	Distribution List		
<u>Legal</u>	0	DLE, M	ARI	Michael.Haarman@mwl	nglobal.com	
For the Mayor	S	ANDERS	, THERESA	Jeffrey.Wall@stantec.com		
Additional App	litional Approvals			Andrew.Pharis@stantec.com		
<u>Purchasing</u>				Imoon@spokanecity.org		
				pmtaylor@spokanecity.org		
				kheatherly@spokanecity.org		

Briefing Paper

Finance & Administration Committee

Division & Department:	Integrated Capital Management				
Subject:	Next Level of Treatment – GMP 7				
Date:	August 1, 2018				
Author (email & phone):	Mike Taylor (pmtaylor@spokanecity.org) (x6307)				
City Council Sponsor:	Breean Beggs				
Executive Sponsor:	Scott Simmons				
Committee(s) Impacted:	Urban Experience, PIES				
Type of Agenda item:	Consent Discussion Strategic Initiative				
Alignment: (link agenda item	Continuation of work at the Wastewater Treatment Facility to implement the Integrated				
to guiding document – i.e.,	Clean Water Plan and meet regulatory requirements for phosphorous removal.				
Master Plan, Budget , Comp	In alignment with current City-Wide Capital Program, comprehensive priorities and Public				
Plan, Policy, Charter, Strategic	Works budget.				
Plan)					
Strategic Initiative:					
Deadline:					
Outcome: (deliverables,	Approval of GMP 7 for Next Level of Treatment Membrane Facility construction.				
delivery duties, milestones to					
meet)					
	final component of the 7 GMP amendments for the development of the final Guaranteed				
related projects.	he contract value for the construction of the Next Level of Treatment Membrane Facility and				
Executive Summary:					
GMP 7 Scope of Work in	ncludes				
	construction on Phase 2 Membrane Facility: remaining concrete work and pre-engineered				
metal building	oner season on Thisse 2 Wellistane Taemty. Tentanning concrete work and pre engineered				
_	lance of Plant Electrical, instrumentation and controls				
	lance of Plant including civil, structural, miscellaneous architectural, and process mechanical				
 Commissioning 					
 Total Cost of GMP 7: \$75 	5,546,866.16				
	ontractor: \$73,346,472				
 Administrative I 	Reserve (3%): \$2,200,394.16				
 Work is scheduled to be 	completed in September of 2021, so an additional 282 days will be added.				
 Change Orders for GMP 	#2 closeout and GMP #3 savings will provide \$1,225,195.80 in funds for GMP #7				
 Funding for the GMP 7 c 	hange order is comprised of the following:				
	et of \$72,621,276.20.				
	viously authorized administrative reserve from GMP 4 (\$700,000), GMP 5 (\$477,651), and				
GMP 6 (\$522,34					
 Transfer of GMP 2 (\$642,005.19) and GMP 3 (\$583,190.61) cost of work and remaining administrative 					
reserve at comp	ponent close out				
Budget Impact:					
Approved in current year budget	? Yes No				
Annual/Reoccurring expenditure					
If new, specify funding source: N					
	generating, match requirements, etc.) As addressed in PIES Committee on 7/23, 2019 Capital				
Program reflects required hydres	t adjustments (\$6M) for industry pricing impacts due to steel and concrete inflation.				
ogram rejicets regained badget	adjustinents (4004) for industry pricing impacts due to steel and concrete inflation.				

Operations Impact:		
Consistent with current operations/policy?	Yes No	
Requires change in current operations/policy?	Yes No	
Specify changes required: N/A	- -	9
Known challenges/barriers: N/A		

Change Order

PROJECT: (Name and address)
Next Level of Treatment (NLT)

City of Spokane RPWRF

OWNER: (Name and address) City of Spokane

808 W. Spokane Falls Blvd., Spokane, WA 99201

CONTRACT INFORMATION:

Contract For: GC/CM Construction

Services

Date: Nov. 18th, 2015

ARCHITECT: (Name and address)

CHANGE ORDER INFORMATION:

Change Order Number: GMP 007

Date: August 27, 2018

CONTRACTOR: (Name and address)
MWH Constructors, Inc. and Slayden
Constructors, Inc. a Joint Venture
2353 130th Ave. NE., Suite 300, Bellevue,

WA 98007-1759

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This is the final amendment to the Guaranteed Maximum Price for the construction of the Next Level of Treatment Membrane Facility and related projects. The GMP 7 Scope of Work includes: Completion of construction on Phase 2 Membrane Facility (remaining concrete work and pre-engineered metal building), NLT Phase 2 Balance of Plant Electrical (instrumentation and controls), NLT Phase 2 Balance of Plant (including civil, structural, misc. architectural, and process mechanical), and Commissioning Work. The Substantial Completion date is June 21, 2021, and the Final Completion date is September 2, 2021.

This change order also reflects a transfer of funds due to the closeout of GMP #2 and a partial closeout of GMP #3. Attached is the CCP #82 for GMP #2 (\$590,125.71 and Sales Tax of \$51,879.48) for \$642,005.19 and CCP #14 for GMP 3 (\$536,513.90 and Sales Tax of \$46,676.71) for \$583,190.61. These CCPs are credits from the previously authorized contract value to the GMP 7 component in the value \$1,225,195.80.

The total amendment value for award to the Contractor for the GMP 7 scope of work is \$73,346,472, where the Cost of Work is \$67,352,132 and Sales Tax of \$5,994,340. With the transfer of previously authorized funds totaling \$1,225,195.80, this change commits \$72,121,276.20 in new money to the Not-To-Exceed value of the contract, bringing the total contracted dollars to date of \$192,380,283.62, where the Cost of Work is \$176,770,693.86 with a Sales Tax of \$15,609,589.76.

This Change Order incorporates GMP #07 Amendment including all appendices and attachments referenced therein. Liquidated Damages for this GMP are as set forth in Section 04 in the Recitals of GMP Amendment #07.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by two hundred and eighty-two days (282) days.

The new date of Substantial Completion will be 06/21/2021

\$ 1,972,316.00 \$ 118,286,691.42 \$ 120,259,007.42 \$ 72,121,276.20 \$ 192,380,283.62

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MWH Constructors, Inc. and Slayden Constructors, Inc., a Joint Venture

City of Spokane

ARCHITECT (Firm name) CONTRACTOR (Firm name) OWNER (Firm name)

SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	Blair Lavoie, President PRINTED NAME AND TITLE	David Condon, Mayor PRINTED NAME AND TITLE
DATE	DATE	DATE



Date





CONTRACT CHANGE PROPOSAL (CCP)

GMP Amendment No: CCP No.

3 / Membrane

Origin of Proposal		Credit Unused Items
This contract change proposal originates as a result of: Owner Requested Change	Prepared by/date:	
Engineer Directive	Prepared by/date:	
	Prepared by/date: Alicia Silvas-Porter 7-24-18	
X GCCM Request for Change	Tiebaled Byroate. Tillian Cilvae Tierre	
Description of Proposal (to be completed by Originator indicated at GC/CM is returning the unused funds from Allowances, Self-Perform portion of sales tax is also being returned. There is also \$60,462.10 in	work, Negotiated Support Services, and GC/CM	Fee. The unspent red out of GMP3.
Reason for Proposal (to be completed by Originator indicated above To credit unused funds back.	e) (attach additional sheets as necessary)	
Cost Impact of Proposal (to be completed by GC/CM) (attach cost	backup information to this CCP)	
If accepted, the cost increase/decrease of this proposed change is:		\$ (536,513.90) \$ (46,676.71)
Plus Washington State Sales Tax	****	φ (40,070.71)
Schedule Impact of Proposal (to be completed by GC/CM) (attach	schedule backup information to this CCP)	
If accepted, the schedule increase/reduction (in calendar days) of this		0
This change will affect the Final Completion date for GMP2 (Y/N) This change will affect the Final Completion date for GMP2 and the S	Substantial Completion date of the project (Y/N)	N N
The new proposed Final Completion date for GMP2 and the S	substantial completion date of the project (1714)	UNCHANGED
The new proposed Substantial Completion date of the project is	8	UNCHANGED
Resolution of Proposal (to be completed by Owner)		
Owner accepts this proposed change and agrees to funding	g from GCCM Contingency	
Owner accepts this proposed change and agrees to fundin	g from GMP Allowance #	
X Owner accepts this proposed change and agrees to fund v This resolution requires preparation and execution of a sep		
Owner rejects this proposal.		
Acknowledgements Li Chae Lag MWH Constructors and Slayden Construction A Joint Venture	City of Spo	kane
Aug. 1-2018	7-27-1 Date	18



ch2m:



Reference:	Credit Unused Items						1 1	1001111
Date:	7/24/2018							ŭ.
CRAFT/MANAG	EMENT LABOR							
			ST		OT			TOTAL
	Classification	Employee		RATE	HOURS	RATE		COST
			0	\$ -		\$.		3,61
			0	\$ -		\$.		0.0
			0	\$.		\$ -		
			0	\$ -		\$ -		(5)
				TOTAL LAE	OR COST		\$	•
MATERIAL SUP	PLIERS	130						
	VENDOR			DESCRIP	TION			AMOUNT
				TOTA	LUATEDIA		-	
				IOIA	IL MATERIA	<u> </u>	\$	• 1
EQUIPMENT								
<u> </u>	DESCRIPTION		- I	RATE		Hours		TOTAL
					<u> </u>			
					Ţ	TOTAL	\$	F=0
SUBCONTRACTO	OR							
								TOTAL
		EST QUANT	1	JOM	UN	IT PRICE		COST
MWHC/SI	ayden Joint Venture	1.00		LS			\$	(536,513.90)
						= -		
			TAT	AL CURCON	TRACTOR	COCT		(574 542 65)
			101	AL SUBCON	TRACTOR	COST	\$	(536,513.90)
					LABOR		\$	- 1
					MATERIAL		\$	-
					EQUIPMEN	TV	\$	
					SUBCONT	RACTOR	\$	(536,513.90)
				-	SUBTOTAL		\$	(536,513.90)
	NO FF	E ON ALLOW	/ANCFS			C/CM FEE	-	(050,515,70)
	NOTE	. = VII ALLOII	., ., 1023		TOTAL	, G, G, R, I LL	6.0	24 542 00
					ITOTAL		> (:	536,513.90)

Activity/Description	Current Budget	Amount This Period	Previously Involced	Total - Complete to Date	% Complete	Estimate to complete	Unused amount to return
Cost of Work							J-1
Subcontracted	\$19,437,749.00	\$0.00	\$7,778,383.00	\$7,778,383.00	40.02%		
Allowances	\$141,509.00	\$0.00	\$0.00	\$0.00	0.00%		see separate sheet
Self-Perform	\$1,445,604.68	\$0.00	\$1,074,311.12	\$1,074,311.12	74.32%		\$ 332,852.65
Negotiated Support Services	\$168,767.30	\$0.00	\$6,517.30	\$6,517.30	3,86%	\$ 40,000.00	\$ 122,250.00
Subtotal - Cost of Work	\$21,193,629,98	\$0.00	\$8,859,211.42	\$8,859,211.42	41.80%	\$ 11,879,315.91	\$ 455,102.65
GC/CM Fee	41						
GC/CM Fee (1)	\$773,567.02	\$0.00	\$411,943.27	\$411,943.27	53.25%	\$ 342,124.30	\$ 16,611.25
GC/CM Contingency							
GC/CM Contingency	\$1,005,594.46	\$0.00	\$0.00	\$0.00	0,00%	\$1,005,594.46	
Invoice Subtotal =	\$22,972,791,46	\$0.00	\$9,271,154.69	\$9,271,154.69	40.36%	\$ 13,227,034.67	\$ 471,713.90
Washington Reta	ail Sales Tax @ 8.8% =	\$0.00					
	Subtotal after Tax	\$0.00					
Less Retain	age (5% of SUBTOTAL) =	\$0.00	(Retention Bond pos	sted in lieu of 5% Ret	ention)		
TOTAL AMOUNT PAY	ABLE THIS INVOICE =	\$0.00					

Subtotal Unused amounts from GMP 3 to date	\$ 471,713.90
Tax on above amount (Calculated at 8.7%)	\$ 41,039.11
Total Unused amount including tax	\$ 512,753.01
Original Allowance Budget	\$ 513,632.00
Allowances used to date	\$ 448,832.00
Allowances no longer needed	\$ 64,800.00
Tax on Allowances (Calculated at 8.7%)	\$ 5,637.60
Total Allowances to give back	\$ 70,437.60
Total cost of work plus allowances	\$ 583,190.61

Recommended Owner Amendment to be removed from GMP 3

Remaining balance	\$ 60,462.10
Amendments Issued (Including tax)	\$ 1,143,037.90
Original Owner Amendment Amount	\$ 1,203,500.00

GMP Amendment 3 - Membrane Filtration System Self-Perform Work

LineNo.	Activity/Description	Name	Current Budget	Total - Complete to Date	Estimate to Complete	Amount Remaining
1	Project Director	Michael Haarmann	\$64,244.00	\$0.00	\$0.00	\$64,244.00
2	Construction Manager	Jeff Wall	\$60,814.00	\$0.00	\$0.00	\$60,814.00
3	Procurement Manager	Scott Sheehan, Celestina Jimenez	\$46,974.00	\$0.00	\$0.00	
4	BIM Modeller	TBD	\$24,976.00	\$0.00	\$0.00	\$24,976.00
5	Sr. Project Engineer	TBD	\$28,184.00	\$0.00	\$0.00	\$28,184.00
6	Quality Control Manager	TBD	\$37,468.00	\$0.00	\$0.00	\$37,468.00
7	Commissioning and Start-up	Richard Campbell	\$45,720.00	\$27,305.50	\$13,290.91	\$5,123.59
	Commissioning and Start-up	Kiersten Lee		\$5,123.59		-\$5,123.59
8	Allowance - Compliance with Specificaton 01 78 24 (Electronic O&M Data and Document Collection)	Sr. Project Engineer	\$0.00	\$0,00	\$0.00	\$0.00
9*	Travel and Subsistence		\$105,700.00	\$12,397.48	\$25,000.00	\$68,302,52
10	CCP-003 Device Net Study		\$164,947.50	\$163,057.37	\$0.00	* \$1,890.13
11	CCP-002 HMI Graphics Display		\$6,496.73	\$6,346.73	\$150.00	\$0.00
12	CCP-006 Pilot Bidg Demo		\$225,000.00	\$225,000.00	\$0.00	\$0.00
13	CCP-009 ALWPS		\$622,119.00	\$622,119.00	\$0.00	\$0.00
14	CCP-010 Conformed Drawing Comparison		\$12,961.45	\$12,961.45	\$0.00	\$0.00
	TOTAL	Aggreen, gyarren	\$1,445,604.68	\$1,074,311.12	\$38,440.91	\$332,852.65

^{*} ATTACH BACKUP INFORMATION WITH CORESSPONDING LINE NUMBER.

GMP Amendment 3 - Membrane Filtration System Device Net Study

Line No.	Activity/Description	Current Budget	Total - Complete to Date	Estimate to complete	Remaining amount
1	Review of PH 1 - PH 3 Docs & Drawings			\$0.00	
•	Engineer - Ron Brossart	\$22,680.00	\$29,389.50	\$0.00	-\$6,709.50
2	Estimate complete for PH 1 - PH 3			\$0.00	
	Engineer - Ron Brossart	\$45,360.00	\$36,760.50	\$0.00	\$8,599.50
3	Submittals & Final O&M Manuals & Documentation			\$0.00	(4)
	Engineer - Ron Brossart	\$45,360.00	\$37,516.50	\$0.00	\$7,843.50
	Assistant Project Engineer - Beth North	\$4,735.50	\$3,874.50	\$0.00	\$861.00
4	Assistance with Master Schedule for SCADA			\$0.00	W W//
	Engineer - Ron Brossart	\$7,560.00	\$9,450.00	\$0.00	-\$1,890.00
5	Plant research to support the estimate & budget		V2-V2-	\$0.00	
	Engineer - Ron Brossart	\$18,900.00	\$18,616.50	\$0.00	\$283.50
-	Foreman - Craig Olson	\$14,352.00	\$21,804.00	\$0.00	-\$7,452.00
	, olomai assag even		7.7	\$0.00	
6	Travel Costs	\$6,000.00	\$5,645.87	\$0,00	\$354.13
(i.s.)	TOTAL =	\$164,947.50	\$163,057.37	\$0,00	\$1,890.13

GMP Amendment 3 - Membrane Filtration System Negotiated Support Services

LineNo.	Activity/Description	Current Budget	Total - Complete to Date	Estimate to complete	Amount Remaining
1	Builders Risk	\$159,250.00	\$0.00	\$40,000.00	\$119,250.00
2	Equipment and Supplies Not Incorporated Into the Work	\$3,000.00	\$0.00	\$0.00	\$3,000.00
2a	Audit Costs - Mike Haarmann	\$2,275.00	\$2,275.00	\$0.00	\$0.00
2b	Audit Costs - Greg Elsea	\$3,331.80	\$3,331.80	\$0.00	\$0.00
2c	Audit Costs - Deanna Murphy	\$281.96	\$281.96	\$0.00	\$0.00
2d	Audit Costs - Travel	\$628.54	\$628.54	\$0.00	\$0.00
·· V. 11. 12	TOTAL=	\$168,767.30	\$6,517.30	\$40,000.00	\$122,250.00

ATTACH BACKUP INFORMATION LABELED WITH CORRESPONDING LINE NUMBER.



CCP-NO CO-NO DESCRIPTION

-	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	STATUS
														GC/CM CONT
														AMENDMENT
														WA STATE SALES TAX
														OWNER ALLOWANCE
				S 13,434.54										GC/CM CONT
	\$ 32,193,69 S				\$ 644,826.34 \$				S 6,755.18 S		\$ 170,968.08 \$	S 6,733.86 S		AMENDMENT
	\$ 2,833.04				\$ 56,744.72	\$ 21,507,39			S 594.96		\$ 15,045.19	\$ 585.85		WA STATE SALES TAX
		\$ 76,708,00	\$ 46,589.00				\$ 252,963.00	\$ 225,000.00		S (152,428.00)				ALLOWANCE
Ī		1	1				_	2		9				AL-NO DETA
		PALL modifications	PALL modifications				Credit from CCP-004/ Mods to Pall scope of work	Pilot Building Demo		Cradit to CCP-007				DETAILS
							WORK							DAYS

005 005 006 007 007 008 008 008 009 009 009 009 009 009

ALWPS Conduit Changes Pall design Changes

APPROVED CLOSED

|\$ 169,347.52 | \$ 13,434.54 \$ 1,030,824.67 \$

14,902.58 112,213.73 \$

448,832.00

GC/CM CONTINGENCY \$ 1,019,029.00 \$ 13,434.54 \$ OWNER AMENDMENT \$ 1,107,175.71 \$ 1,030,824.67 \$ WA STATE SALES TAX \$ 96,324.29 \$ 112,213.73 \$ ALLOWANCES \$ 513,632.00 \$ 448,832.00 \$ BUDGET FINAL/REVIEW WAGS \$ 1,005,594.46 REM. BUDGET (15,889.44) 76,351.04 64,800.00 50,451,60

GMP3 CCP LOG

UPDATED: 7-24-18







CONTRACT CHANGE PROPOSAL (CCP)

GMP Amendment No: 2 / Early Concrete CCP No.

82

Origin of Proposal		GMP2 Closeout
This contract change proposal originates as a result of: X Owner Requested Change	Prepared by/date:	
Engineer Directive	Prepared by/date:	
GCCM Request for Change	Prepared by/date: Alicia Silvas-Porter 7-31-18	
Description of Proposal (to be completed by Originator indicat To close out and finalize GMP2, GC/CM is returning the unused Negotiated Support Services, Specified General Conditions and unspent portion of sales tax is also being returned.	funds from Subcontracted work, Allowances, Se	elf-Perform work,
Reason for Proposal (to be completed by Originator indicated To closeout GMP2 and return unused funds.	above) (attach additional sheets as necessary)	
Cost Impact of Proposal (to be completed by GC/CM) (attach		
If accepted, the cost increase/decrease of this proposed change	is:	\$ (590,125.71) \$ (51,879.48)
Plus unspent Washington State Sales Tax		ψ (51,073.40)
Schedule Impact of Proposal (to be completed by GC/CM) (attack	n schedule backup information to this CCP)	
If accepted, the schedule increase/reduction (in calendar days) of the	nis proposed change is:	0 N
This change will affect the Final Completion date for GMP2 (Y/N) This change will affect the Final Completion date for GMP2 and the	Substantial Completion date of the project (Y/N)	N
The new proposed Final Completion date for GMP2 is	Substantial Completion date of the project (1711)	UNCHANGED
The new proposed Substantial Completion date of the project is		UNCHANGED
Resolution of Proposal (to be completed by Owner)		
Owner accepts this proposed change and agrees to fundi	ng from GCCM Contingency	
Owner accepts this proposed change and agrees to fundi	ng from GMP Allowance #	
X Owner accepts this proposed change and agrees to fund This resolution requires preparation and execution of a se	via GMP Amendment parate document (i.e. a GMP Amendment).	5 8
Owner rejects this proposal.		
Acknowledgements Lichae Haar MWH Constructors and Slayden Construction A Joint Venture	City of Spo	Acare
Aug. 1-2018	2 Ang	18
Date	Date	



ch2m:



Reference: GMP2 Closeout

CRAFT/MANAGEMENT LABOR								
		ST		OT				TOTAL
Classification	Employee	HOURS	RATE	HOURS		TE		COST
		0	\$ -		\$	16	\$	-
		0	\$ -		\$		\$	4
		0	\$ -		\$		\$	\$ 4
		0	\$ -		\$	000	\$	
			TOTAL LAB	OR COST			\$	
MATERIAL SUPPLIERS								
VENDOR			DESCRIPTION	ON				AMOUNT
								FUICOITI
			TOTAL	. MATERIA	\L		\$	
EQUIPMENT								
DESCRIPTION		F	ATE		Hours			TOTAL
		r	0112		TIOUIS		T -	TOTAL
							-	
				L	TOTAL		\$	
	ECT OUTSIE		1011			_		TOTAL
William Company and a Marketine Company of the Comp	EST QUANT		JOM	40	IIT PRICI			COST
MWHC/Slayden Joint Venture	EST QUANT		JOM LS	1U	IIT PRICI		\$	COST
MWHC/Slayden Joint Venture				1U	IIT PRICI		\$	COST
MWHC/Slayden Joint Venture				4U	IIT PRICI		\$	COST
MWHC/Slayden Joint Venture				UN	IIT PRICI		\$	COST
MWHC/Slayden Joint Venture			LS		-			COST (590,125.71)
MWHC/Slayden Joint Venture					-		\$	
MWHC/Slayden Joint Venture			LS AL SUBCON	TRACTOR	-		\$	COST (590,125.71) (590,125.71)
MWHC/Slayden Joint Venture			LS AL SUBCON	FRACTOR LABOR	COST		\$	COST (590,125.71) (590,125.71)
MWHC/Slayden Joint Venture			LS AL SUBCON	FRACTOR LABOR MATERIAL	COST		\$	COST (590,125.71) (590,125.71)
MWHC/Slayden Joint Venture			LS AL SUBCON	FRACTOR LABOR MATERIAL EQUIPMEN	COST		\$ \$ \$ \$	COST (590,125.71)
MWHC/Slayden Joint Venture			LS AL SUBCON	FRACTOR LABOR MATERIAL	COST		\$	(590,125.71) (590,125.71)
MWHC/Slayden Joint Venture			LS AL SUBCON	FRACTOR LABOR MATERIAL EQUIPMEN SUBCONT	COST VT RACTOR		\$ \$ \$ \$ \$	(590,125.71) (590,125.71)
	1.00	тот	LS AL SUBCON	FRACTOR LABOR MATERIAL EQUIPMEN SUBCONT	COST NT RACTOR		\$ \$ \$ \$	(590,125.71) (590,125.71)
		тот	AL SUBCON	FRACTOR LABOR MATERIAL EQUIPMEN SUBCONT	COST NT RACTOR		\$ \$ \$ \$	COST (590,125.71)

	Current	Amount This	Previously	Total -	Unused
Activity/Description	Budget	Period	Invoiced	Complete to Date	amounts
Cost of Work					
Subcontracted	\$5,902,251.29	\$0.00	\$5,920,185.61	\$5,920,185.61	-\$17,934.32
Allowances	\$124,257.97	\$0.00	\$0.00	\$0.00	\$124,257.97
Self-Perform	\$3,819,743.05	\$0.00	\$3,477,429.35	\$3,477,429.35	\$342,313.70
Negotlated Support Services	\$391,912.81	\$0.00	\$276,165.73	\$276,165.73	\$115,747.08
Specified General Conditions	\$1,146,602.00	\$0.00	\$1,144,482.77	\$1,144,482.77	\$2,119.23
Subtotal - Cost of Work	\$11,384,767.12	\$0.00	\$10,818,263.46	\$10,818,263.46	\$ 566,503.66
GC/CM Fee					
GC/CM Fee (1)	\$418,488.67	\$0.00	\$394,866.62	\$394,866.62	\$23,622.05
GC/CM Contingency					
GC/CM Contingency	\$0.00		:=	-	\$:=:
Invoice Subtotal =	\$11,803,255.79	\$0.00	\$11,213,130.08	\$11,213,130.08	\$ 590,125.71

Out Tatal Days and Assessment Common OND C	200 400 04
Sub Total Unused Amounts from GMP 2	\$ 590,125.71
01/2-11	
Orlginal tax amount	\$ 1,024,654.00
Added taxes by change order	\$ 44,739.97
Taxes moved to Pre-Construction	\$ (35,895.51)
Current Tax Budget	\$ 1,033,498.46
Taxes spend to date	\$ 981,618.98
Unused tax allocation	\$ 51,879.48
Total to credit GMP 2	\$ 642,005.19
Original Owner Amendment Amount	\$ 640,114.00
Less Change Orders (not Including tax)	\$ 433,622.84
Unused Owner Amendment Amount	\$ 206,491.16
Current total	5 A A A A A A A A A A A A A A A A A A A
Grand total	\$ 848,496.35

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	8/15/2018
08/27/2018		Clerk's File #	ORD C35674
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	JENNIFER 625-4056	Project #	
Contact E-Mail	JISAACSON@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	SBO
Agenda Item Name	0680-SBO FROM FORFEITURES TO VEH	HICLES	

Agenda Wording

Amending Ordinance No. C-35565 and appropriating funds in the Forfeitures & Contributions Fund, FROM: Forfeited Property \$75,000; TO: Various Accounts, same amount.

Summary (Background)

Action on this SBO will allow budget in order to replace aging undercover vehicles. SPD has deposited additional forfeited cash in order to allow for this purchase, but the budget capacity to spend is not available due to the constraints of the fund.

Fiscal Impact	Grant related?	NO	Budget Account		
	Public Works?	NO	-		
Neutral \$			#		
Select \$			#		
Select \$			#		
Select \$			#		
Approvals		Council Notificat	ions		
Dept Head	KING, KE	VIN	Study Session	7/30/18	
Division Directo	Division Director KING, KEVIN		<u>Other</u>		
<u>Finance</u>	SCHMIT	T, KEVIN	Distribution List		
<u>Legal</u>			spdfinance		
For the Mayor	SANDER	S, THERESA	Eolsen		
Additional Approvals					
<u>Purchasing</u>					
CITY COUNCIL	MCDAN	IEL, ADAM			

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO – Forfeiture funds for vehicle purchase
Date:	
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
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:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Procurement of replacement plain vehicles for undercover police units.
	e funds have been traditionally used to purchase/replace our plain
vehicles for our undercover po	lice units.
 Eligible forfeiture funds budget for 2018 Desire to replace 3 veh Requested expenditure towards the purchase of 	cles used by our undercover units are aging out and need to be replaced is received currently exceeds what was in the adopted expenditure icles —estimated cost is \$25,000 each for a total of \$75,000 increase would allow the expenditure of the additional funds received of plain vehicles for police use
Budget Impact:	
Approved in current year budg Annual/Reoccurring expenditu	
If new, specify funding source:	re? □ Yes ⊠ No □ N/A
-	e generating, match requirements, etc.)
Operations Impact:	<u> </u>
Consistent with current operat	ions/policy? ⊠ Yes □ No □ N/A
Requires change in current ope	erations/policy? \square Yes $oxtimes$ No \square N/A
Specify changes required:	
Known challenges/barriers:	

ORDINANCE C35674

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Forfeitures & Contributions Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM: 1560-17200 Forfeiture Fund – State

21250-36930 Confiscated/Forfeited Property <u>\$75,000</u>

TO: 1560-17200 Forfeiture Fund – State

94000-56404 Vehicles \$ 75,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace three (3) aging undercover vehicles for police use and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Counci	il	
	Council President	
Attest:		
City Clerk		
Approved as to form:Ass	sistant City Attorney	
Mayor		Date
Effective Date		

SPOKANE Agenda Sheet	Date Rec'd	8/15/2018	
08/27/2018		Clerk's File #	RES 2018-0074
		Renews #	
Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	GAVIN COOLEY 6586	Project #	
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0410 BOND RESOLUTION - GOLF COURSE IMPROVEMENTS		

Agenda Wording

Resolution authorizing the issuance of a Spokane Investment Pool ("SIP") Bond to provide funds in the amount up to \$7,500,000 to pay for improvements to City owned golf courses.

Summary (Background)

The City Council previously authorized financing in an amount up to \$7,500,000. This resolution provides the terms of the first round of financing. The Park Board has previously approved fee increases to provide a portion of the funds necessary to repay this obligation.

Fiscal Impact Grant related? NO			<u> </u>	Budget Account			
		Public	Works?	NO			
Expense \$ 2,500,000						# 5901-79214-99999-3827	' 1-84113
Revenue \$ 2,500,000						# 5901-79214-94000-56301-99999	
Select	\$					#	
Select	\$					#	
Approvals					(Council Notification	S
Dept Head	<u>d</u>		MARCHA	AND, CRYSTAL	9	Study Session	
Division Director		FLEIGER,	NATHAN	9	<u>Other</u>		
<u>Finance</u>			BUSTOS,	KIM	<u> </u>	Distribution List	
<u>Legal</u>			DALTON	, PAT	8	gcooley@spokanecity.org	
For the M	ayor		SANDERS	S, THERESA	ı	mhughes@spokanecity.org	
Additional Approvals		I	laura@mcaloon-law.com				
<u>Purchasir</u>	ng				I	leadie@spokanecity.org	
CITY COL	JNCIL		MCDANI	EL, ADAM	ı	mormsby@spokanecity.org	
					-	pdalton@spokanecity.org	

CITY OF SPOKANE, WASHINGTON

INDIAN CANYON GOLF COURSE IMPROVEMENTS LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018

RESOLUTION 2018-0074

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Indian Canyon Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED August 27, 2018

PREPARED BY:

MCALOON LAW, PLLC Spokane, Washington

CITY OF SPOKANE, WASHINGTON

INDIAN CANYON GOLF COURSE IMPROVMENTS LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018 RESOLUTION NO. _____

TABLE OF CONTENTS*

		<u>Page</u>
Section 1.	Definitions	2
Section 2.	Plan of Capital Improvements	5
Section 3.	Authorization and Description of Bond	5
Section 4.	Sale of Bond	6
Section 5.	Application of Bond Proceeds; Draws	7
Section 6.	Pledge of Funds and Credit	8
Section 7.	Registration and Payments	8
Section 8.	Prepayment	8
Section 9.	Execution and Authentication of Bond	8
Section 10.	Form of Bond	9
Section 11.	Ongoing Disclosure	12
Section 12.	Prior Acts	12
Section 13.	Severability	12
Section 14.	Effective Date	12

^{*} This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. _____

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Indian Canyon Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the City's golf courses are in need of certain capital improvements and repairs; and

WHEREAS, in order to fund such necessary capital improvements and repairs, the City's Parks and Recreation department implemented a new facility improvement fee at its four golf courses on June 1, 2018 (the "Facility Improvement Fee"); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue its general obligation bonds for the purpose of financing the necessary capital improvements to the City's golf courses, as more particularly set forth in this resolution; and

WHEREAS, the City has authorized all of the improvements comprising the Project, as defined and further identified in Section 2 of this resolution; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

<u>Section 1</u>. <u>Definitions</u>. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond and all draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Project.

Bond means the City of Spokane "Indian Canyon Golf Course Improvements Limited Tax General Obligation Bond, Series 2018" issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,500,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Draw or *Draws* means incremental draws on the Bond as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, as provided in Section 4 of this resolution.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Project.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bond made by the City.

Maturity Date means a date not to exceed five years from the date of issuance the Bond.

Outstanding Principal Balance of the Bond means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bond to that day, less the aggregate of all principal payments on the Bond made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Project mean the plan for certain capital improvements to the City's golf courses as specified and adopted in Section 2 of this resolution.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the first Draw is made as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;
- (b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;
- (c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;
- (d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;
- (e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

- Section 2. Plan of Capital Improvements. The City hereby specifies, adopts and approves a plan for capital improvements to the City's golf courses, including but not limited to:
 - (a) A new irrigation system and new HVAC at Indian Canyon Golf Course (Indian Canyon Phase);
 - (b) A new irrigation and new HVAC system at Esmeralda Golf Course (Esmeralda Phase);
 - (c) A new irrigation system at Downriver Golf Course (Downriver Phase); and
 - (d) A new irrigation system at the Creek at Qualchan Golf Course (Qualchan Phase) (collectively, the "Project").

The Project will be undertaken in up to four phases, with each phase being financed through separate five-year limited tax general obligation bonds of the City to be purchased by the SIP, in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

It is hereby provided that the Project shall be subject to such changes and additions as may be authorized by the Council during the annual budget process. Presently, the estimated total cost of the Project does not exceed \$7,500,000.

Section 3. Authorization and Description of Bond. To finance the costs of the Indian Canyon Phase, the City shall issue a Limited Tax General Obligation ("LTGO") bond of the City to the SIP in the aggregate principal amount of not to exceed \$2,500,000 (the "Bond") to establish an interfund loan facility with the SIP of not to exceed \$2,500,000; provided that the principal amount due and owing thereunder shall be measured by the total Drawings made, as evidenced by the Loan Draw Record attached to the Bond. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw,

shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Principal and interest shall be amortized over a period fifteen years from the date of the initial Draw and the payment schedule may include a balloon payment due on the Maturity Date.

Section 4. Sale of Bond.

- (a) Approval of Sale. The City Council hereby approves the SIP's offer to purchase the Bond and establish an interfund loan for the benefit of City's Parks and Recreation department for the Indian Canyon Phase of the Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool.
- (b) Draws on the Interfund Loan Facility. During the Draw Period, requests for draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

At no time shall the Outstanding Principal Balance exceed \$2,500,000 and only the Outstanding Principal Balance shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) Option to Terminate Draw Period. At its sole discretion, the SIP may terminate the Draw Period on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2019, if it intends to terminate the Draw Period on the succeeding August 1 (the "Early Termination Date"). The Outstanding Principal Balance as of the Early

Termination Date may be paid in full on the Early Termination Date or may be converted to a Term Loan in accordance with the provisions of this resolution, at the option of the City.

Section 5. Application of Bond Proceeds; Draws. The proceeds of draws on the Bond shall be expended solely to pay the costs of the portion of the Project allocable to the Indian Canyon Phase and to pay the costs of issuing the Bond, as authorized herein. Following the execution and delivery of the Bond, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the portion of the Project allocable to the Indian Canyon Phase. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bond for a period of five years after the effective date of this resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the "Project Fund"). The proceeds of draws on the Bond shall be paid into the Project Fund to provide for the payment of costs of the portion of the Project allocable to the Indian Canyon Phase and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of any Draw shall be expended solely to pay the costs of the portion of the Project allocable to the Indian Canyon Phase or pay costs of issuance of the Bond.

The Bond is <u>not</u> intended to be a revolving obligation; the aggregate principal amount outstanding under the Bond may never exceed \$2,500,000, and principal amounts repaid may not be reborrowed. The available principal of the Bond shall be disbursed as borrowings from

time to time by the SIP upon request from the City (each such disbursement herein referred to as a "Draw"), as provided in this resolution. Draws shall be recorded on the Loan Draw Record attached to the Bond, or in such other form as the City and the SIP may agree.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit the proceeds of the Facility Improvement Fee and other available City funds into in the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "Bond Registrar"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Prepayment. At the option of the City, the Outstanding Principal Balance may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Treasurer. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually

issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

<u>Section 10</u>. <u>Form of Bond</u>. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-__

\$2,500,000 (or as much thereof as is shown on the attached Loan Draw Record)

STATE OF WASHINGTON
CITY OF SPOKANE
INDIAN CANYON GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018

INTEREST RATE:	Variable, as described herein
----------------	-------------------------------

MATURITY DATE: , 2023

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE

INVESTMENT POOL

TAX IDENTIFICATION #:

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THOUSAND AND NO/100

DOLLARS (or as much thereof as is shown on the attached Loan

Draw Record)

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the [principal amount of] this Bond, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Resolution No. _______, adopted by the City Council on August 27, 2018 (the "Bond Resolution"), to pay the costs of certain capital improvements to the Indian Canyon Golf Course, as more particularly described in the Bond Resolution. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the draw and shall be calculated on the basis of a year of 365/366 days and actual days elapsed.

The cumulative total of all draws on the interfund loan secured by the Bond may not exceed \$2,500,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America, shall mature on the Maturity Date and shall be amortized over a fifteen year period from the date of the initial Draw. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds in the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit

and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spoke	•
caused this Bond to be signed by the manual or facsim	
of the City, as of the day of, 20	·
	TY OF SPOKANE, WASHINGTON
By	/s/
	Mayor
ATTEST:	
<u>/s/</u>	
City Treasurer	
<u>CERTIFICATE OF AUTHE</u>	<u>ENTICATION</u>
Date of Authentication:	
This bond is the Indian Canyon Golf Course Obligation Bond, Series 2018 of the City dated mentioned Bond Resolution.	-
	REASURER of the City of Spokane, as ond Registrar
Ву	/s/

The Loan Draw Record shall be substantially in the following form:

Draw Date

its adoption.

Adopted this 27th day of August, 2018.

CITY OF SPOKANE, WASHINGTON INDIAN CANYON GOLF COURSE IMPROVMENTS LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018

LOAN DRAW RECORD

Draw Amount

Draw Total

Draw No. []
Section 11. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the
Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City
makes no undertaking regarding ongoing disclosure with respect to the Bond.
Section 12. Prior Acts. All acts taken pursuant to the authority of this resolution but
prior to its effective date are hereby ratified and confirmed.
Section 13. Severability. If any provision in this resolution is declared by any court
of competent jurisdiction to be contrary to law, then such provision shall be null and void and
shall be deemed separable from the remaining provisions of this resolution and shall in no way
affect the validity of the other provisions of this resolution or of the Bond.
Section 14. Effective Date. This resolution shall become effective immediately upon

CITY OF SPOKANE Spokane County, Washington

ATTEST:	Ben Stuckart, Council President
Terri L. Pfister, Clerk	
Mayor	
(SEAL)	
	APPROVED AS TO FORM:
	Assistant City Attorney
	Laura D. McAloon, Bond Counsel

SPOKANE Agenda Sheet	Date Rec'd	8/15/2018		
08/27/2018	Clerk's File #	RES 2018-0075		
		Renews #		
Submitting Dept	FINANCE & ADMIN	Cross Ref #		
Contact Name/Phone	GAVIN COOLEY 6586	Project #		
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Resolutions	Requisition #		
Agenda Item Name	0410 BOND RESOLUTION - PROJECTS OF CITYWIDE SIGNIFICANCE			

Agenda Wording

Resolution approving the issuance of a Spokane Investment Pool ("SIP") Bond in the amount of \$1,620,000 to finance the continued acquisition of the former YMCA site in Riverfront Park.

Summary (Background)

The SIP Program was developed to provide for Interfund leans to finance projects of significance in the community. The funds provided here should complete the financing of this property acquisition. Funds for repayment of this Bond are included in the budget.

Fiscal Impact Grant	related? NO	Budget Account	
Public	: Works? NO		
Expense \$ \$1,620,000		# 5901-79213-99999-3892	1-99999
Revenue \$ \$1,620,000		# 5901-79213-94000-5630	1-99999
Select \$		#	
Select \$		#	
Approvals		Council Notifications	<u>s</u>
Dept Head	STOPHER, SALLY	Study Session	
<u>Division Director</u>	FLEIGER, NATHAN	<u>Other</u>	
<u>Finance</u>	STOPHER, SALLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	gcooley@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals	<u> </u>	laura@mcaloon-law.com	
<u>Purchasing</u>		leadie@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	mormsby@spokanecity.org	
		pdalton@spokanecity.org	

CITY OF SPOKANE, WASHINGTON

PROJECTS OF CITYWIDE SIGNIFICANCE LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018 (TAXABLE)

RESOLUTION 2018-0075

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,620,000; establishing an interfund loan facility from the Spokane Investment Pool to the Property Acquisition Fund to finance projects of Citywide significance; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, repealing Resolution No. 2017-0052, and providing for other matters properly relating thereto.

ADOPTED August 27, 2018

PREPARED BY:

MCALOON LAW, PLLC Spokane, Washington

CITY OF SPOKANE, WASHINGTON

PROJECTS OF CITYWIDE SIGNIFICANCE LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018 (TAXABLE) RESOLUTION NO. _____

TABLE OF CONTENTS*

		<u>Page</u>
Section 1.	Definitions	2
Section 2.	Plan of Capital Improvements	4
Section 3.	Authorization and Description of Bond	4
Section 4.	Sale of Bond	5
Section 5.	Application of Bond Proceeds; Draws	6
Section 6.	Pledge of Funds and Credit	7
Section 7.	Registration and Payments	7
Section 8.	Execution and Authentication of Bond	7
Section 9.	Form of Bond	8
Section 10.	Ongoing Disclosure	10
Section 11.	Prior Acts	10
Section 12.	Severability	10
Section 13.	Repealer	10
Section 14.	Effective Date	11

^{*} This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. _____

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,620,000; establishing an interfund loan facility from the Spokane Investment Pool to the Property Acquisition Fund to finance projects of Citywide significance; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, repealing Resolution No. 2017-0052, and providing for other matters properly relating thereto.

WHEREAS, the City adopted Resolution No. 2016-0036 on April 16, 2016, approving a Projects of Citywide Significance Incentive Policy designed to implement the City's Comprehensive Plan and growth strategies; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue general obligation bonds for the purpose of financing capital projects such as those approved by the City for financial incentive awards under the terms of the Resolution No. 2016-0036 from time to time; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, staff and bond counsel recommend repealing Resolution No. 2017-0052 in its entirety and adopting this resolution to fully document the issuance of a taxable general obligation bond to fund an interfund loan facility pursuant to Resolution No. 2016-0036.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

<u>Section 1</u>. <u>Definitions</u>. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Bond means the City of Spokane Projects of Citywide Significance Limited Tax General Obligation Bond, Series 2018 (Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$1,620,000 to document the interfund loan facility authorized herein.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date not to exceed five years from the date of issuance of the Bond, but in no event a date later than the date of the tenth payment date.

Outstanding Principal Balance of the Bond means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bond to that day, less the aggregate of all principal payments on the Bond made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Projects mean those projects approved by the City for financial incentive awards under the terms of Resolution No. 2016-0036.

Property Acquisition Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond and all draws thereon shall be used to pay the costs of the Projects.

Resolution No. 2016-0036 means the resolution regarding Projects of Citywide Significance, adopted on April 18, 2016 by the City Council and adopting Administrative Policy and Procedure Number 0650-16-02.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;
- (b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;
- (c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;
- (d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;
- (e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Plan of Capital Improvements.

The Projects will be undertaken in accordance with specifications and Development Agreements approved by the Mayor and the City Council from time to time, in accordance with the Resolution No. 2016-0036. Only those Projects with a fully-executed and authorized Development Agreement shall be funded with proceeds of the Bond.

Section 3. <u>Authorization and Description of Bond</u>. To finance costs of the Projects, the City shall issue a taxable Limited Tax General Obligation ("LTGO") bond of the City to the

Spokane Investment Pool (the "SIP") in the principal amount of not to exceed \$1,620,000 (the "Bond") to establish an interfund loan facility with the SIP of not to exceed \$1,620,000. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$1,620,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each December 31 and June 30, commencing December 31, 2018. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 365/365 days and actual days elapsed. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4. Sale of Bond.

(a) Approval of Sale. The City Council hereby approves the SIP's offer to purchase the Bond and establish an interfund loan for the benefit of the Property Acquisition Fund for the capital acquisition purposes of the Projects and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool.

At no time shall the Outstanding Principal Balance exceed \$1,620,000, and only the Outstanding Principal Balance shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

- (b) Option for Early Call. At its sole discretion, the SIP may call the Bond on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2019, if it intends to call the Bond on the succeeding August 1 (the "Early Call Date"). The Outstanding Principal Balance as of the Early Call Date may be paid in full on the Early Call Date in cash or with proceeds of a refunding bond.
- (c) *Prepayment*. The Bond may be prepaid, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5. Application of Bond Proceeds; Draws. The proceeds of the Bond shall be expended solely to pay the costs of the Projects and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Property Acquisition Fund (the "Project Fund"). The proceeds of the Bond shall be paid into the Project Fund to provide for the payment of costs of the Projects and the payment of expenses incidental thereto, all as authorized in a Development Agreement. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of the Bond shall be expended solely to pay the costs of the Project or pay costs of issuance of the Bond.

The Bond is <u>not</u> intended to be a revolving obligation; the aggregate principal amount outstanding under the Bond may never exceed \$1,620,000, and principal amounts repaid may not be reborrowed. The available principal of the Bond shall be disbursed as borrowings from

time to time by the SIP upon request from the City (each such disbursement herein referred to as a "Draw"), as provided in this resolution. Draws shall be recorded on the Loan Draw Record attached to the Bond, or in such other form as the City and the SIP may agree.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the Property Acquisition Fund from the Parking Revenue Account and other legally-available funds of the City in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (the "Bond Registrar"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Treasurer. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA NO. R-__ \$1,620,000

STATE OF WASHINGTON
CITY OF SPOKANE
PROJECTS OF CITYWIDE SIGNIFICANCE
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2018 (TAXABLE)

INTEREST RATE:	Variable, as described herein
MATURITY DATE:	
REGISTERED OWNER:	CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: ONE MILLION SIX HUNDRED TWENTY THOUSAND AND

NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. ______, adopted by the City Council on August 27, 2018 (the "Bond Resolution"), to pay the costs of the Projects. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 365/365 days and actual days elapsed.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A, with the final Outstanding Principal Balance due on the tenth payment date. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from parking revenue and other legally-available funds in the City's Property Acquisition Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

	IN V	WITNESS	WHEREOF	the City	of Spoka	ne,	Spokane	County,	Washing	gton,	has
caused 1	this	Bond to be	signed by t	he manual	or facsimi	le si	ignature (of the Ma	yor and	Treasi	urer
of the C	ity,	as of the	day of		, 20						

CITY OF SPOKANE,
WASHINGTON

By /s/
Mayor

ATTEST:
/s/
City Treasurer

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is a Projects of Citywide	Significance I	Limited Tax C	eneral Obliga	ation Bond
Series 2018 (Taxable) of the City dated	, 20_	described	in the within-	-mentioned
Bond Resolution.				

TREASURER of the City of Spokane, as Bond Registrar

By _____

Section 10. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13. Repealer. Resolution No. 2017-0052, adopted by the City Council on June 19, 2017, is hereby repealed and rescinded in its entirety.

Section 14. Effective Date.	This resolution shall become effective immediately upon
its adoption.	
Adopted this 27th day of Augu	st, 2018.
	CITY OF SPOKANE
	Spokane County, Washington
	Ben Stuckart, Council President
ATTEST:	
Terri L. Pfister, Clerk	
Mayor	
Willyon	
(SEAL)	
	APPROVED AS TO FORM:
	Assistant City Attamay
	Assistant City Attorney
	Laura D. McAloon, Bond Counsel

SPOKANE Agenda Sheet	Date Rec'd	8/14/2018			
08/27/2018	Clerk's File #	RES 2018-0076			
		Renews #			
Submitting Dept	CITY COUNCIL	Cross Ref #			
Contact Name/Phone	CANDACE MUMM, 625-6256	Project #			
	BEN STUCKART				
Contact E-Mail	CMUMM@SPOKANECITY.ORG	Bid #			
Agenda Item Type	Resolutions	Requisition #			
Agenda Item Name	0320 - RESOLUTION SUPPORTING PASSAGE OF 2018 SCHOOL BOND BALLOT				
	MEASURE				

Agenda Wording

A resolution supporting the passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities."

Summary (Background)

On August 1, 2018, Spokane School District No. 81 adopted a resolution which submits to voters at the November 6, 2018 election a ballot proposition authorizing the District to issue \$495,300,000 of general obligation bonds to pay for the construction of three new middle schools, replacement or renovation of four other middle schools and Albi Stadium, and for other renovation and construction projects. This resolution expresses support for the passage of this ballot measure.

Fiscal I	mpact_	Grant rel	lated?	NO	Budget Account	
		Public W	orks?	NO		
Neutral	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approva	Approvals			Council Notifications		
Dept Hea	ı <u>d</u>	N	/ICDANIE	EL, ADAM	Study Session	
Division	Director	1			<u>Other</u>	Various
<u>Finance</u>		В	USTOS,	KIM	Distribution List	
Legal		Р	ICCOLO,	MIKE		
For the N	<u>layor</u>	S	ANDERS	, THERESA		
Addition	nal App	rovals				
<u>Purchasi</u>	ng					
CITY CO	UNCIL	N	/ICCLATO	CHEY, BRIAN		

RESOLUTION NO. 2018-0076

A resolution of the Spokane City Council expressing its support for passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities."

WHEREAS, on August 1, 2018, the Board of Directors ("Board") of Spokane School District No. 81 ("District") adopted Resolution No. 2018–10, which submits to the Spokane School District voters at the November 6, 2018 election a ballot proposition authorizing the District to issue \$495,300,000 of general obligation bonds to pay for the construction of three new middle schools, replacement or renovation of four other middle schools and Albi Stadium, and for other renovation and construction projects ("Bond Projects"); and

WHEREAS, in Resolution No. 2018-10, the Board determined that overcrowding, aging, and educationally outdated infrastructure and school facilities, student safety and security needs, and the need to improve educational opportunities require the District to complete the Bond Projects; and

WHEREAS, the Board also determined that the District lacks funds with which to pay costs of the Bond Projects and that it is necessary and advisable that the District issue and sell general obligation bonds to carry out the Bond Projects; and

WHEREAS, construction of the Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the District and the City with fully utilized, cost-effective public facilities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the passage of Spokane School District No. 81 Proposition No. 1 entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities" to be submitted by the District to the voters at the November 6, 2018 election.

ADOPTED BY THE CITY COUN	CIL ON
	City Clerk
Approved as to form:	
Assistant City Attorney	

SPOKANE Agenda Sheet	Date Rec'd	8/14/2018		
08/27/2018		Clerk's File #	RES 2018-0077	
		Renews #		
Submitting Dept	CITY COUNCIL	Cross Ref #		
Contact Name/Phone	CANDACE MUMM 625-6256	Project #		
	AND BEN			
	STUCKART			
Contact E-Mail	CMUMM@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Resolutions	Requisition #		
Agenda Item Name	0320 - RESOLUTION SUPPORTING PASSAGE OF 2018 LIBRARY BALLOT			
	MEASURE			

Agenda Wording

A resolution supporting the passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General Obligation Bonds - \$77,000,000."

Summary (Background)

On Aug. 1, 2018, the City Council adopted a resolution submitting to the City's voters, at the Nov. 6, 2018 special election, a ballot measure authorizing the City to issue \$77,000,000 of general obligation bonds to finance library modernization at Downtown, South Hill and Indian Trail; expand and modernize Shadle; remodel or relocate the Hillyard branch; construct new branches at Liberty Park and Libby Center and other projects. This resolution supports passage of this ballot measure.

<u>Fiscal</u>	<u>Impact</u>	Grant related	l? NO	Budget Acco	<u>unt</u>	
		Public Works	? NO			
Neutral	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	<u>rals</u>			Council Notif	Council Notifications	
Dept He	ead ead	MCDA	NIEL, ADAM	Study Session		
Division	n Director			<u>Other</u>	various	
Finance	<u> </u>	BUST	OS, KIM	Distribution L	<u>.ist</u>	
<u>Legal</u>		PICCO	LO, MIKE			
For the	<u>Mayor</u>	SAND	ERS, THERESA			
Additio	nal App	<u>rovals</u>				
Purchas	sin <u>g</u>					
CITY CO	DUNCIL	MCCL	ATCHEY, BRIAN			
	·		•			
					·	

RESOLUTION NO. 2018-0077

A resolution of the Spokane City Council expressing its support for the passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General Obligation Bonds - \$77,000,000."

WHEREAS, on August 1, 2018, the City Council adopted Resolution No. 2018-0069, which submits to the City's voters, at the November 6, 2018 special election, a ballot proposition authorizing the City to issue \$77,000,000 of general obligation bonds to finance the modernization of the Downtown, South Hill and Indian Trail library branches; expand and modernize the Shadle library branch; remodel or relocate the Hillyard library branch; construct new branches at Liberty Park and the Libby Center; install library kiosks throughout the City; and equip and outfit these library branches (the "City Bond Projects"); and

WHEREAS, construction of the City Bond Projects will enable the City and the Spokane Public Library to invest in and develop new and renovated library facilities which would provide residents of the City and Spokane School District No. 81 with fully utilized, cost-effective, and modern public facilities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the passage of City of Spokane Proposition No. 1 entitled "Spokane Public Library General Obligation Bonds - \$77,000,000," to be submitted by the City to the voters at the November 6, 2018 election.

ADOPTED BY THE CITY COUN	CIL ON
	City Clerk
Approved as to form:	
Assistant City Attorney	

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	8/13/2018
08/27/2018		Clerk's File #	RES 2018-0078
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	BRANDON 625-6419	Project #	2016059
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolution Item	Requisition #	
Agenda Item Name	4250 - RCO GRANT AUTHORIZATION RESOLUTION		

Agenda Wording

As part of the Recreation and Conservation Office - Washington Wildlife and Recreation Program (RCO - WWRP) 2018 grant application process the City of Spokane is required to identify city official designated to officially approve the RCO

Summary (Background)

Project description: Approximately 700 lineal feet of mix-use trail behind the Spokane Club which will link trail work being constructed as part of CSO 25 and CSO 26 projects and complete the South Gorge Trail between Peoples' Park and Huntington Park which completes a 3.6 mile tail loop with the Centennial Trial. The City is seeking matching funds from the Recreation and Conservation Office (RCO). The total RCO grant request is \$1,330,000.00. RCO Board approval is set for October 17-18, 2018,

Fiscal Impact Grant related? YES			YES	Budget Accou	<u>ınt</u>		
	P	ublic Works?	NO	_			
Revenue	\$ 1,330,00	00.00		# 3200 95136 999	# 3200 95136 99999 33427 86017		
Select	\$			#	#		
Select	\$			#			
Select	\$			#			
Approvals	<u>s</u>			Council Notific	cations		
Dept Head		DAVIS, M	IARCIA	Study Session			
Division Di	irector	ctor SIMMONS, SCOTT M.		<u>Other</u>	F&A 8-20-18		
Finance ORLOB, KIMBERLY			IMBERLY	Distribution Li	Distribution List		
<u>Legal</u>	II RICHMAN, JAMES		eraea@spokanecit	eraea@spokanecity.org			
For the Ma	or the Mayor SANDERS, THERESA			icmaccounting@sp	okanecity.org		
Additiona	Iditional Approvals			elester@spokanecity.org			
Purchasing	<u> </u>			bblankenagel@spokanecity.org			
GRANTS &	<u>t</u>	STOPHER	, SALLY	mdoval@spokanecity.org			
				mdavis@spokanecity.org			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

grant agreement, if it is to be awarded.

Summary (Background)

with the grant to be awarded June 2019. As part of the RCO grant application process the City of Spokane must identify city representative with authority to approve the RCO grant agreement, if awarded.

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

Briefing Paper

Finance and Administration Committee

Division & Department:	Public Words, Integrated Capital Management		
Subject:	RCO Grant Authorization Resolution		
Date:	August 20, 2018		
Author (email & phone):	Eric Lester; elester@spokanecity.org; 509-625-6894		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:	Scott Simmons		
Committee(s) Impacted:	PIES, and FAC		
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:	Trail development		
Deadline:	September 10, 2018		
Outcome: (deliverables, delivery duties, milestones to meet)	Provide RCO with copy of Authorization Resolution document listing approved designated city representative.		
Recreation Program (RCO - WV	f the Recreation and Conservation Office - Washington Wildlife and VRP) 2018 grant application process the City of Spokane is required to to officially approve the RCO grant agreement, if it is to be awarded.		

Executive Summary:

- City project: Glover Park Trail
- Project description:
 - o Approximately 700 lineal feet of mix-use trail behind the Spokane Club.
 - o Project will link trail work being constructed as part of CSO 25 and CSO 26 projects.
 - o Will complete the South Gorge Trail between Peoples' Park and Huntington Park.
 - o Will complete a 3.6 mile tail loop with the Centennial Trial.
- City is seeking matching funds from the Recreation and Conservation Office (RCO).
- Total RCO grant request: \$1.33 M
- RCO Board approval list: October 17-18, 2018
- Grant award June 2019
- As part of the RCO grant application process the City of Spokane must identify city representative with authority to approve the RCO grant agreement, if awarded.

Budget Impact:
Approved in current year budget? Yes No
Annual/Reoccurring expenditure? No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact:
Consistent with current operations/policy?
Requires change in current operations/policy?
Specify changes required: n/a
Known challenges/barriers: n/a

Recreation and Conservation Office Applicant Resolution/Authorization

Organization Name (sponsor): City of Spokane

Resolution No. (if applicable): 2018-0078

Project(s) Number(s), and Name(s): 18-1305 D Glover Park Trail

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
- 2. **Mr. David Condon Mayor, City of Spokane** is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
- 3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
- 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
- 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
- 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

- 7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
- 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
- 10. (Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
- 11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
- 12. [Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
- 13. [Acquisition Projects Only] Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
- 14. [Development, Renovation, Enhancement, and Restoration Projects Only If your organization owns the property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
- 15. [Development, Renovation, Enhancement, and Restoration Projects Only If your organization <u>DOES NOT own the property</u>] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.
- 16. [Only for Projects located in Water Resources Inventory Areas 1 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon

Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

- 17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location: City of Spokane City Hall	
Date	
[All Applicants] Signed and approved on behalf of the resauthorized member(s):	solving body of the organization by the following
Signed	
TitleDate	
Approved as to form	
Assistant City Attorney	Date
Approved as to form	
City Clerk	Date
Washington State Attorney General's Office	
Approved as to form Buan Saller	1/19/18
Assistant Attorney General	Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/2/2018
07/23/2018		Clerk's File #	ORD C35662
		Renews #	
Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	ORD C34917
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4500 SWC AMENDMENT TO FRANCHISE ORDINANCE OF WEST PLAINS		

Agenda Wording

Amendment to the term of an ordinance granting a municipal franchise to Torre Refuse & Recycling, LLC dba Sunshine Disposal & Recycling (Spokane Valley, WA) for solid waste collection in the area generally known as the West Plains annexation area.

Summary (Background)

The City of Spokane annexed the West Plains area on January 1, 2012. RCW 35.13.320, which relates to the franchise and regulation of solid waste services in annexed lands, provides for a minimum franchise term of seven years to a private solid waste hauler of an annexed area. This is to help alleviate any adverse impact to their business from the long term reduction in their service area. A franchise was granted to Sunshine Disposal & Recycling, the private refuse and recycling hauler

Fiscal Impact	Grant re	elated?	NO	Budget Account		
	Public W	Vorks?	NO			
Select \$				#		
Select \$				#		
Select \$				#		
Select \$				#		
Approvals				Council Notification	<u>s</u>	
Dept Head	(CONKLIN	, CHUCK	Study Session		
Division Director	9	SIMMON	S, SCOTT M.	Other Executive Session 6-25-		
<u>Finance</u>	A	ALBIN-M	OORE, ANGELA	Distribution List		
<u>Legal</u>	9	SCHOEDE	L, ELIZABETH	cconklin@spokanecity.org		
For the Mayor	(CODDING	TON, BRIAN	Tax & Licenses		
Additional Approvals				eschoedel@spokanecity.org		
<u>Purchasing</u>				jsalstrom@spokanecity.org		
CITY COUNCIL	ſ	MCCLATO	CHEY, BRIAN	rschoonover@spokanecity.org		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

in the West Plains area, for a total of eight years to expire January 1, 2020. It has been deemed necessary and agreed upon by both parties that the franchise will be extended two additional years to expire on January 1, 2022. At this time the City of Spokane will take over solid waste collection services in the West Plains annexation area.

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

City Clerk ORD C35662 CR: ORD C34917

AMENDED SOLID WASTE COLLECTION FRANCHISE ORDINANCE

AN ORDINANCE granting a municipal franchise for the collection of solid waste to Torre Refuse & Recycling, LLC d/b/a Sunshine Disposal & Recycling, for the area generally known as the West Plains Annexation.

WHEREAS, the City of Spokane annexed areas of the West Plains on January 1, 2012, at which time Torre Refuse & Recycling, LLC was providing garbage and refuse collection services; and

WHEREAS, RCW 35.13.280 provides that when a first class charter city annexes an unincorporated area that a company providing solid waste and refuse collection services within the newly annexed area shall be allowed to continue providing the solid waste and refuse collection services for at least seven years following the annexation; and

WHEREAS, RCW 35.13.280 also provides that when a company authorized to collect solid waste within the city has been cancelled there may be a right of action against the annexing city for measurable damages suffered as a result of the cancellation; and

WHEREAS, the City of Spokane notified the Washington Utilities and Transportation Commission of its intent to terminate the statutory rights and offer a franchise; and

WHEREAS, on November 12, 2012 City Council approved ordinance C-34917, which granted Sunshine Disposal a franchise for a period of eight (8) years from date annexed to continue solid waste collection services. The ordinance did not resolve Sunshine's potential claim for measurable damages; and

WHEREAS, the parties have agreed to resolve all remaining claims concerning the cancellation of Torre Refuse & Recycling, LLC's collection rights by extending the term of the franchise for an additional two (2) years, and agree to waive any and all potential claims which may arise under RCW 35.13.280;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. GRANT, ADMINISTRATION, TERM

A. Pursuant to RCW 35.13.280, the City of Spokane, a Washington municipal corporation hereby grants to Torre Refuse & Recycling, LLC (hereinafter referred to as "Franchisee"), a non exclusive franchise for the collection of solid waste inside the City of Spokane in the West Plains Annexation area, as more fully described in

- Annexation Ordinance C-34749. The legal description and informational map is attached as EXHIBIT "A" and incorporated herein.
- B. The City of Spokane Solid Waste Management Director administers and interprets this ordinance, considering the public health, safety and convenience.
- C. Notwithstanding any other provision, nothing in this franchise exceeds either the scope of Franchisee's state solid waste certificate in the annexed area at the time of annexation or the City's authority to grant such a privilege. This franchise term shall be for a total of ten (10) years from date of annexation and shall terminate on January 1, 2022. At such time, Franchisee agrees to peacefully surrender all routes, customer and other information as required by the Solid Waste Management Director.
- D. In addition, the parties agree that Franchisee may at any time voluntarily elect to surrender the franchised territory or any part thereof by giving sixty days written notice to the Solid Waste Management Director, under such arrangements as may be convenient to both parties; PROVIDED, the Solid Waste Management Director shall also approve the surrender under such arrangements as may be mutually convenient to the parties.
- E. The parties agree and acknowledge that the franchise term plus the extended term total ten (10) years, which is longer than the seven (7) year period required under RCW 35.15.280. This extension will compensate Sunshine for any and all measurable damages alleged to incur as a result of the cancellation of its solid waste collection rights within the annexed territory.

Section 2. CONDITIONS

- A. The City reserves full authority to regulate and tax the Franchisee as authorized by law and asserts full jurisdiction over Franchisee's operations as an independent contractor.
- B. Franchisee is solely and separately responsible for all its activities and shall never represent that it is an employee or agent of the City of Spokane.
- C. Franchisee agrees to dispose of all materials and solid waste collected at designated landfills or other sites designated by the Solid Waste Management Director, and to pay applicable rates therefore.
- D. The Franchisee agrees to provide safe, reliable public solid waste collection service. Operation shall be in conformance with chapter 13.02 SMC, including SMC 13.02.0204 or equivalent and compliance with the Regional Solid Waste Management Plan is presumed to satisfy this requirement except as ordered by the Solid Waste Management Director. Franchisee's rates to the public shall be fair and reasonable. Compliance with Washington Transportation & Utilites

Commission approved rates for similar service in the area is presumed fair and reasonable, but rates in excess of these rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the Solid Waste Management Director, guided by standards applicable to Washington Transportation & Utilities Commission certificated haulers. As to operational matters, City ordinances and Solid Waste Management Department policies and practices supplant Washington Transportation & Utilities Commission rules.

- E. Franchisee must notify the public at least forty five days prior to any rate increases as provided in RCW 35.21.157. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels shall be at least to the level currently provided by the City of Spokane Solid Waste Management Department. Service not to this level shall be presumed insufficient, but all service is subject to review and approval by the Solid Waste Management Director.
- F. All Franchisee records relating to enjoyment of franchise privileges are subject to inspection and copying by the Solid Waste Management Director. The Franchisee shall provide the Solid Waste Management Director with a copy of its Annual Report to the Washington Transportation & Utilities Commission relating to its operations, in addition to any other information ordered by the Solid Waste Management Director.

Section 4. INDEMNITY

A. The Franchisee agrees to indemnify and hold harmless the City of Spokane, its officers, agents and employees from all loss or liability for Franchisee's actions in connection with the enjoyment of franchise privileges. This provision survives expiration or revocation of this franchise. Franchisee's obligation to indemnify and/or hold harmless the City shall not in any way be modified by the grant of immunity to employers under Title 51 RCW, such immunity being waived for purposes of that obligation. **This provision has been mutually negotiated between the parties.

Franchisee Initial	
Franchisee Initial	

Section 5. INSURANCE

A. Franchisee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Franchisee's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Franchisee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of the City of Spokane, its employees, agents or independent contractors or where such coverage is

- prohibited by law or to claims arising out of the gross negligence of the City, its employees, agents or independent contractors; and, (iii) not exceed Franchisee's indemnification obligation under this Agreement, if any.
- B. Franchisee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Franchisee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Franchisee may self-insure any required coverage.
- Section 6. ACCEPTANCE, WAIVER OF CLAIMS FOR MEASURABLE DAMAGES, TAXES, FEES
- A. The City tenders this franchise and Franchisee accepts the same in full satisfaction of any and all claims for measurable damages caused by cancellation of Franchisee's G-Certificate No. 260 pursuant to RCW 35.13.280. The Franchisee acknowledges that the City has granted time in excess of the requirements of law, and the time granted is accepted in full settlement and compromise of any additional claims for damage or additional compensation because of the City's take over of annexed territory upon the expiration of this franchise or for any other reason. Pending signature of Franchisee, operations in the franchise area shall be deemed acceptance of all franchise terms.
- B. The Franchisee must pay all municipal taxes, together with any applicable municipal fees, costs, or expenses associated with the municipal administration of this franchise.

Passed the City Council	
	Council President
	David Condon, Mayor Date:
Attest:	

Approved as to form:	
Assistant City Attorney	-
ATTACH: Legal description: EXI	HIBIT A; may also attach map
Terms accepted:	
Franchisee Torre Refuse & Recycling, LLC	
Dated:	Torre Refuse & Recycling, LLC
	By: Title:

SPC NE

OFFICE OF THE CITY CLERK 808 W. SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3342 (509) 625-6350

August 1, 2011

ORD C34749
ORD C34751
RES 2011-0053
OPR 2011-0589

COUNCIL ACTION MEMORANDUM

RE: WEST PLAINS ANNEXATION: FINAL READING ORDINANCE C34749, EMERGENCY BUDGET ORDINANCE C34751, RESOLUTION 11-53, AND LOW BID CONTRACT WITH GINNO CONSTRUCTION

During its 6:00 p.m. Legislative Session held Monday, July 18, 2011, the Spokane City Council considered the following items relating to the West Plains Annexation: Final Reading Ordinance C34749, Emergency Budget Ordinance C34751, Resolution 11-53, and Low Bid Contract with Ginno Construction of Idaho, Inc. Public testimony and Council and staff comment was held. The City Council considered each of the items separately and took actions as noted below.

Final Reading Ordinance C34749

Motion by Council Member Corker, seconded by Council Member Rush, to approve the latest version of the Ordinance C34749 as filed with the City Clerk's Office on July 13, 2011 (thereby substituting the previously filed version with the most recent version filed on July 13); **carried unanimously**.

Upon Unanimous Roll Call Vote, the Spokane City Council **passed Final Reading Ordinance C34749, as amended,** of the City of Spokane annexing certain territory pursuant to RCW 35.13.238 on the terms provided in the Interlocal Agreements between the City of Spokane, Spokane County, Spokane County Fire Protection District No. 3 and Spokane County Fire Protection District No. 10 regarding the annexation to the City of Spokane a 9.6 square mile area lying contiguous to and west of the City and within the West Plains Urban Growth Area, as more particularly described in this ordinance, and commonly referred to as the West Plains Annexation.

Emergency Budget Ordinance C34751

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Budget Ordinance C34751** amending Ordinance No. C34675 passed the City Council December 20, 2010, and entitled, "An Ordinance adopting the Annual Budget of the City

of Spokane for 2011, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2011, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$190,950

TO: Various Accounts, same amount

(This action establishes the Fire positions required to staff the West Plains annexation area.)

Resolution 11-53 —Limited Tax General Obligation Bond

Motion by Council Member Corker, seconded by Council Member Rush, **to amend** Resolution 11-53 by increasing the dollar amount from \$800,000 to \$1,001,546; **carried unanimously.**

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 11-53, as amended,** of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of \$1,001,546 principal amount of a Limited Tax General Obligation Bond, 2011 Series B, of the City for general City purposes to provide funds with which to pay the cost of acquiring capital assets for public purposes; fixing the date, form, maturity, interest rate, terms, and covenants of the bond; authorizing the sale and delivery of the bond to the City; and providing for other matters properly relating thereto. (Relates to an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund of \$1,001,546 for the construction of the West Plains Fire Station.)

Low Bid Contract with Ginno Construction of Idaho, Inc. (OPR 11-589; BID 3800-11) Upon Unanimous Roll Call Vote, the City Council approved the Low Bid Contract with Ginno Construction of Idaho, Inc. for construction of the West Plains Fire Station 6—\$932,646 (including tax).

Terri L. Pfister, MMC

Spokane City Clerk

SPOKANE Agenda		for City Council	Meeting of*	②Date Rec'o	06/3	30/2011	
6 10711		Clerk's File	# ORI	C34749			
3 Status		Renews#					
⟨`\`\`\`\`\`\`\ Status: CLERK REVIEW Submitting Dept*: CITY ATTORNEY			<u>*</u>	Cross Ref	#		
Contact Name & Ph	one*:	JAMES RICHMAN	625-6238	Project#			
②Contact E-Mail*		JRICHMAN@SPO	KANECITY.ORG	₽ Bid#			
Add'l Docs Attache	ed? Γ	First Reading Ordin	nance <u>-</u>	Requisition	#		
Agenda Item Name: Begin with Dept # 0500 WEST PLAINS ANNEXATION							
② Agenda Wording*: (1 ² character max)							
AN ORDINANCE ANNEX CONTIGUOUS TO AND AS MORE PARTICULAR WEST PLAINS ANNEXA	WEST OF	F THE CITY & WIT	THIN THE WEST	PLAINS URBAN	GROWT		
3 Summary (Backe	ground)*: (90 character	r max.) 🔽 Additiona	ıl attached?			
into interlocal ag District No. 10, a for annexation int West Plains Urban	nd Spol	kane County Fire City of Spokane	e Protection D	istrict No.	provi	iding	
P Fiscal Impact	· ··· · · · · · · · · · · · · · · · ·		Budget Accou	Int	l attached	1?	
Neutral - \$			#				
Select _ \$			#	<i>‡</i>			
Select - \$			#	£			
Select <u></u> \$			#				
Approvals			Occupil N	otifications ([Date) Γ	None	
Dept Head	DELA	NEY, HOWARD	Study Session	June 2	7, 2011		
Division Director			Other				
inance	nance LESESNE, MICHELE		Distribution	② Distribution List (Emails preferred) ☐ Additional?			
_egal	egal BURNS, BARBARA		tdanek@spokanecity.org				
or the Mayor WEBSTER, DOROTHY		jrichman@jspokanecity.org					
Additional Approvals			mtaylor@spoka	mtaylor@spokanecity.org			
Purchasing				•			
Select Dept 1	J						
Select Dept 2	-J						
Select Dept 3	3						
FIRST READING OF THE ABOV HELD ON 7/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1	VAS DEFERI		View Related Doc ASSED BY SPOKANE 7/18/11			22 63(2)	
CITY CLERK CITY CLERK							

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0500 West Plains Annexation

Summary (Background)

The City of Spokane Plan Commission has determined that the proposed annexation is consistent with the City's Comprehensive Plan and the annexation guidelines, as adopted therein by the City, and is a logical extension of the City's corporate limits, and that the property should therefore be annexed to the City.

6023961

08/29/2011 10:14:38 AM
Recording Fee \$100.00 Page 1 of 39
Ordinance OFFICE OF CITY CLERK
Spokane County Washington



City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201

RECEIVED

SEP 02 2011

CITY CLERK'S OFFICE SPOKANE, WA

Document 1	Title: Ordinance No. C-34749	
Grantor:	City of Spokane	
Grantee:	The Public	

Legal Description: Portion of the south half of Sections 19, 20, 21 and 22, Township 25 North,

Range 42, E.W.M. Complete legal attached as Exhibit A.

Assessor's Tax Parcel ID Numbers: 14015,9042; 15355,9007; 15361,9023; 15365,9025; 24051,9059; 24052,9013; 24052.9015; 24052.9050; 24052.9070; 24052.9071; 24062.0142; 24062.0143; 24062.0144; 24062.0145; 24062.0206; <u>24062.0302; 24062.0303; 24062.0429; 24062.0430; 24062.9010; 24062.9011; 24062.9019; 24066.9046; 25194.9029;</u> <u> 25194.9030;</u> 25194.9041; 25194.9042; 251<u>94.9043; 25194.9044; 25194.9045; 25194.9046; 25194.9047; 25194.9048; </u> <u> 25194.9049; 25203.9015; 25203.9028; 25203.9064; 25203.9065; 25203.9066; 25203.9067; 25203.9096; 25203.9097;</u> <u> 25203.9098; 25203.9099; 25203.9100; 25204.9023; 25204.9024; 25204.9025; 25204.9030; 25204.9053; 25024.9074;</u> <u> 25204.9075; 25204.9092; 25204.9093; 25213.9026; 25213.9028; 25213.9029; 25213.9030; 25213.9031; 25213.9056;</u> <u> 25213,9057; 25213.9073; 25213.9087; 25213.9088; 25213.9090; 25214.9036; 25214.9037; 25214.9038; 25214.9039;</u> <u> 25214,9041; 25214,9091; 25214,9102; 25214,9104; 25214,9115; 25214,9118; 25214,9601; 25216,9120; 25223,9010;</u> <u> 25223.9027; 25223.9035; 25223.9049; 25223.9052; 25223.9060; 25223.9601; 25224.9051; 25224.9052; 25271.0102;</u> <u> 25271.0104; 25271.0107; 25271.0201; 25271.0204; 25271.0205; 25271.0301; 25271.0302; 25271.0304; 25271.0305;</u> <u> 25271.0308; 25271.0309; 25271.0310; 25271.0311; 25271.0403; 25271.0404; 25271.0405; 25271.0406; 25271.0407;</u> <u> 25271,0408; 25271.0409; 25271.0501; 25271,0502; 25271.0503; 25271.0504; 25271.0601; 25271.0604; 25271.0605;</u> <u> 25271.0606; 25271.0607; 25271.0608; 25271.0702; 25271.0703; 25271.0705; 25271.0706; 25271.0801; 25271.0903;</u> <u> 25271.1001; 25271.1101; 25271.1202; 25271.1203; 25271.1204; 25271.1301; 25271.1801; 25271.1802; 25271.1803; </u> 25271.1901; 25271.2002; 25271.2004; 25271.2007; 25271.2008; 25271.2101; 25271.2102; 25271.2601; 25271.2602; <u> 25271.2603; 25271.2605; 25271.2606; 25271.2703; 25271.2704; 25271.2705; 25271.2706; 25271.2707; 25271.2709;</u> <u> 25271.2710; 25271.9003; 25271.9004; 25271.9008; 25271.9009; 25271.9011; 25271.9014; 25271.9019; 25271.9021;</u> <u> 25271.9120; 25271.9121; 25271.9125; 25271.9127; 25271.9128; 25271.9129; 25271.9137; 25271.9138; 25271.9143;</u> <u> 25271.9145; 25271.9146; 25271.9147; 25271.9148; 25271.9149; 25271.9155; 25271.9158; 25271.9159; 25271.9163;</u> <u> 25271.9172; 25271.9188; 25271.9190; 25271.9197; 25271.9198; 25272.1401; 25272.1402; 25272.1403; 25272.1404;</u> <u>25272.1405; 25272.1406; 25272.1407; 25272.1504; 25272.1602; 25272.1603; 25272.1604; 25272.1606; 25272.1701;</u> 25272.1702; 25272.1704; 25272.1705; 25272.1706; 25272.1708; 25272.1710; 25272.1711; 25272.1712; 25272.1713; <u> 25272.1714; 25272.2203; 25272.2207; 25272.2208; 25272.2301; 25272.2302; 25272.2304; 25272.2307; 25272.2308;</u> <u> 25272.2309; 25272.2310; 25272.2311; 25272.2401; 25272.2404; 25272.2405; 25272.2406; 25272.2407; 25272.2408;</u> <u> 25272.2502; 25272.2511; 25272.9025; 25272.9026; 25272.9092; 25272.9098; 25272.9141; 25272.9142; 25272.9161;</u> <u> 25272.9165; 25272.9167; 25272.9169; 25272.9191; 25272.9192; 25272.9195; 25272.9196; 25272.9197; 25272.9203;</u> <u> 25272.9204; 25273.9044; 25273.9133; 25273.9134; 25274.9067; 25274.9102; 25275.2510; 25275.9198; 25275.9199;</u> <u> 25285.9011; 25291.9002; 25291.9003; 25291.9010; 25191.9020; 25291.9021; 25291.9027; 25291.9028; 25291.9032;</u> <u> 25291.9042; 25291.9043; 25291.9044; 25291.9046; 25291.9047; 25291.9049; 25291.9059; 25291.9060; 25291.9061;</u> <u>25292.0101; 25292.0102; 25292.0103; 25292.0201; 25292.0202; 25292.0203; 25292.0204; 25292.0205; 25292.0206; </u> <u> 25292.0301; 25292.0302; 25292.0303; 25292.0401; 25292.0402; 25292.0403; 25292.0404; 25292.0405; 25292.0406;</u> <u>25292.0501; 25292.0502; 25292.05</u>03; <u>25292.9052; 25292.9053; 25292.9055; 25292.9056; 25292.9059; 25292.9066;</u> <u>25294,9020; 25295.9050; 25301.0216; 25301.0235; 25301.0236; 25301.0237; 25301.0238; 25301.0239; 25301.0243;</u> 25301.0244; 253<u>01.0302; 25301</u>.0303; 25301.0304; <u>25301.0401; 25301.0402; 25301.0403; 25301.0404; 25301.0405;</u> 25301.0406; 25301.0407; 25301.9042; 25305.9035; 25305.9043; 25305.9047; 25310.9021; 25320.9004; 25333.0201; 25335,9009; and 25335,9056.

City of Spokane Clerk's Office 808 W. Spokane Falls Blvd Spokane, WA 99201-3343

Ordinance No. C-34749

AN ORDINANCE OF THE CITY OF SPOKANE ANNEXING CERTAIN TERRITORY PURSUANT TO RCW 35.13.238 ON THE TERMS PROVIDED IN THE INTERLOCAL AGREEMENTS BETWEEN THE CITY OF SPOKANE, SPOKANE COUNTY, SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 3 AND SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 10 REGARDING THE ANNEXTION TO THE CITY OF SPOKANE A 9.6 SQUARE MILE AREA LYING CONTIGUOUS TO AND WEST OF THE CITY AND WITHIN THE WEST PLAINS URBAN GROWTH AREA, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, AND COMMONLY REFERRED TO AS THE WEST PLAINS ANNEXATION.

WHEREAS, RCW 35.13.238 authorizes the City, Spokane County (the "County"), and Spokane County Fire Protection District Nos. 3 and 10 (the "Fire Districts") to enter into an interlocal agreement to effect annexation of unincorporated areas within a fire district to a city on the terms therein contained; and

WHEREAS, on or about December 3, 2009, following consultation with the Fire Districts, the City and Spokane County, together with the City of Airway Heights, previously entered into an agreement titled "Interlocal Agreement Regarding Annexations of Portions of the West Plains Urban Growth Area Between the City of Spokane, the City of Airway Heights, and the County," a copy of which is on file with the City Clerk and the terms of which are incorporated into this Ordinance (the "December 2009 Interlocal"); and

WHEREAS, on or about March 25, 2011, following execution of the December 2009 Interlocal, the City of Spokane delivered a "Notice of Request to

Enter into Annexation Interlocal Agreement Negotiation Process" to the County and Fire Districts; and

WHEREAS, the County and the Districts each agreed to enter into negotiations for the annexation of the West Plains Annexation Area by interlocal agreement; and

WHEREAS, the City, the County, and the Fire Districts concluded those negotiations for the annexation of the West Plains Annexation Area and presented the Interlocal Agreement Regarding Annexations of Portions of the West Plains Urban Growth Area Between the City of Spokane, Spokane County, and Spokane County Fire Protection District No. 10 and Interlocal Agreement Regarding Annexations of Portions of the West Plains Urban Growth Area Between the City of Spokane, Spokane County, and Spokane County Fire Protection District No. 3 (the "Agreement") to their governing bodies for approval; and

WHEREAS, those governing bodies approved the Agreement and authorized their respective representatives to sign it on their behalf; and

WHEREAS, pursuant to City Plan Commission Findings of Fact, Conclusions, and Recommendations on the West Plains Annexation, dated June 8, 2011, the Plan Commission recommended that the City proceed with annexation of the West Plains; and

WHEREAS, a copy of the Plan Commission's findings, conclusions, and recommendation is attached hereto as Exhibit "A"; and

WHEREAS, on July 7, 2011, the City filed a Notice of Intent with the Boundary Review Board indicating the City's intention to complete the annexation provided for in this Ordinance; and

WHEREAS, on July 11 and 12, 2011, the City and Fire Districts jointly informed employees of both districts that there will be no changes in employment as a direct consequence of the annexation; and

WHEREAS, LU 9.8 of the City's Comprehensive Plan indicates that property owners within an area proposed for annexation should be required to assume a share of the City's outstanding bonded indebtedness; and

WHEREAS, the Plan Commission has recommended that the City should not require the West Plains Annexation Area to assume a share of the City's outstanding bonded indebtedness; and WHEREAS, the City's outstanding indebtedness was not incurred to finance an improvement or facility that will directly benefit the West Plains Annexation Area, and because of the substantial economic and development potential in the West Plains Annexation Area, the City has elected not to require the property to assume a share of the City's outstanding bonded indebtedness; and

WHEREAS, the City Council has determined that the proposed annexation of the West Plains Annexation Area is consistent with the City's Comprehensive Plan and the annexation guidelines, as adopted therein by the City, and is a logical extension of the City's corporate limits, and that the property should therefore be annexed to the City under the authority of Chapter 35.13 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Annexation of Property. The property legally described in Exhibit "B" and depicted in Exhibit "C", consisting of approximately 9.6 square miles of land lying in Spokane County, Washington, and referred to herein as the West Plains Annexation Area, is annexed to and made a part of the City of Spokane, Washington, as of the effective date of this ordinance. (See also Exhibit "B"):

Section 2. Taxation. All property within the West Plains Annexation Area annexed by this ordinance shall be assessed and taxed at the same regular property tax rate and on the same basis as other property within the City. Voterapproved indebtedness of the City outstanding as of the effective date of the annexation shall not be assumed by the property within the West Plains Annexation Area.

Section 3. The Comprehensive Plan and Unified Development Code of the City of Spokane shall be deemed to apply to the annexed property from the effective date of this ordinance.

Section 4. The City Clerk is directed to file the original of this ordinance with the Boundary Review Board for Spokane County.

Section 5. The City Clerk is further directed to prepare certified copies of this Ordinance and to cause the same, together with a list of annexed parcel numbers, to be delivered via certified mail to the following:

- (i) Spokane County Board of Commissioners;
- (ii) Spokane County Treasurer;
- (iii) Spokane County Assessor;
- (iv) Spokane County Fire Protection District No. 3;
- (v) Spokane County Fire Protection District No. 10;

- (vi) Spokane County Library District;
- (vii) State Office of Financial Management;
- (viii) State Department of Revenue; and
- (ix) As otherwise required by law.

<u>Section 6</u>. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance, including those parts adopted by reference, is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective date of ordinance. This ordinance shall take effect and be in force January 1, 2012.

PASSED BY THE CITY COUNCIL OF	N JUL 18 2011
	Meyander Joe Shogan for Council President
Attest:	Approved as to form:
City Clerk City Clerk	Assistant City Attorney
Man B. Venuer Mayor	07-26-2011 Date
SPOKANE	OI-OI-2012 Effective Date

Exhibit "A"

City Plan Commission Findings of Fact, Conclusions, and Recommendations on the West Plains Annexation



CTTY PLAN COMMISSION 808 W. SPOKANT FALLS BLVD. SPOKANT, WASHINGTON 99201-3329 (509) 625-6060 FAX (509) 625-6013

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE WEST PLAINS ANNEXATION

A Recommendation of the City Plan Commission certifying that the West Plains Annexation is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

- A. The City of Spokane, pursuant to Chapter 35.13 RCW, is authorized to annex land contiguous to the City's municipal boundary.
- B. Spokane County adopted an Urban Growth Area that includes the West Plains annexation area.
- C. The City of Spokane, pursuant to the Washington State Growth Management Act, RCW 36.70A et seq, has adopted a Comprehensive Plan which identifies the West Plains annexation area as part of its proposed Urban Growth Area.
- **D.** The Cities of Spokane and Airway Heights and Spokane County operating under a Memorandum of Understanding adopted in January 20, 2009 held twenty nine collaborative meetings to negotiate annexations of the West Plains Annexation Area.
- E. Two Public Informational meetings were held within the West Plains annexation area by the Mayors of Spokane and Airway Height and Spokane County Commissioners June 3, 2009, and August 19, 2009, to inform residents and property owners of the process and answer questions.
- F. An Interlocal Agreement addressing annexations of the West Plains annexation area was adopted by the legislative bodies of the City of Airway Heights, the City of Spokane and Spokane County in a joint legislative meeting on December 3, 2009.
- **G.** The City of Spokane Plan Commission held workshops on appropriate Land Use, Zoning, & Airport Overlay designations for the West Plains annexation area on August, 11, 2010, October 10, 2010, and October 27, 2010.
- H. Pursuant the provisions of RCW 43.21C a SEPA determination of Non-Significance was issued by the City of Spokane Planning Services Department for the proposed changes to the zoning and land use designations.
- I. The City Plan Commission held hearings on appropriate Land Use, Zoning, & Airport Overlay designations for the West Plains annexation area on November 10, and December 8, 2010 and made a recommendation to the City Council.

- J. The Spokane City Council held hearings on the recommended Land Use, Zoning, & Airport Overlay designations for the West Plains annexation area and adopted those designations on April 11, 2011 to be effective on the effective date of annexation.
- K. Mayor Mary Verner officially initiated the annexation process by sending letters on March 28, 2011, to the Spokane County Commissioners, Spokane County Fire Protection District #3, and Spokane County Fire Protection District #10 inviting them to negotiate the terms of the annexation under RCW 35.13.238, the Interlocal Agreement process of annexation of territory served by fire districts.
- L. The City of Spokane Plan Commission held a workshop on the West Plains annexation on April 13, 2011.
- M. An Annexation Feasibility Analysis was prepared and presented to the Plan Commission for the West Plains annexation area.
- **N.** The provisions and levels of service within the annexation area for Fire/EMT, Police, Street Maintenance, water, wastewater, planning and permitting, libraries and other public services will remain the same or increase after annexation.
- O. The City Council must receive a recommendation from the City Plan Commission on proposed annexations consistency with the City's Comprehensive Plan.
- P. The West Plains Annexation is consistent with Comprehensive Plan policy LU 9.6, Funding Capital Facilities in Annexed Areas which states, "Ensure that annexations do not result in a negative fiscal impact on the city."
- Q. The West Plains Annexation is consistent with Comprehensive Plan policy CFU 1.1, Level of Service which states, "Adopt written level of service standards for each type of public facility or utility service, and provide capital improvements to achieve and maintain such standards for existing and future development."
- R. Comprehensive Plan policy LU 9.8, City Bonded Indebtedness which states, "Require property owners within an annexing area to assume a share of the city's bonded indebtedness." is not applicable to this annexation request. Because the annexation is by Interlocal Agreement, rather than by the petition method, the Plan Commission does not find it necessary for the City's bonded indebtedness to be the responsibility of the newly added citizens of the City; however, as new indebtedness is incurred, the newly added citizens would be responsible for any new indebtedness. The newly added citizens are subject to all other City laws and responsibilities.
- S. The West Plains Annexation is consistent with Comprehensive Plan policies LU 9.1, Logical Boundaries which states, "Encourage the annexation of areas that are logical extensions of the city," and LU 9.2, Peninsula Annexation which states, "Encourage and assist property owners in existing unincorporated "peninsular" in the city's urban growth area to annex to the city" and LU 9.4, Readily-Identifiable Boundaries which states, "Use

readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible." Based on staff analysis and information provided at workshops, the annexation area is not in fact a peninsula and the identified boundaries are sensible.

- T. The West Plains Annexation is consistent with Comprehensive Plan policy LU 9.3, City Utilities which states, "Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city." The City provides utilities to the annexed area as required and the city does require property owners to sign binding agreements.
- U. The Plan Commission finds that the West Plains Annexation is consistent with Comprehensive Plan policy LU 9.7 which states, "Require utilities, roads, and services in the city's urban growth area to be built to city standards." The City will impose City construction standards on new roads and streets and to existing streets where practical when they are improved. Water and sewer utilities that have been constructed since this area was part of the City service area have been constructed to city standards.
- V. Based on information provided by staff at workshops and the Plan Commission public hearing on May 11, 2011, the Plan Commission finds the West Plains Annexation to be consistent with Comprehensive Plan policy LU 9.5, Community Impacts which states, "Evaluate all annexations on the basis of their short and long-term community impacts and benefits."

The analysis presented by the City's financial department projects a positive cash flow from the annexation area for at least the next decade. In addition the annexation provides airport-accessible industrial land for potential future development and associated economic benefits.

The required perpetual payment to the Fire District 10 coupled with the necessity to provide duplicative City fire protection is a liability. Despite this liability it is nonetheless the opinion of the City's financial department that the annexation will have a net financial benefit to the City.

CONCLUSION:

A. The Spokane City Plan Commission finds that the West Plains Annexation is in compliance with the existing Spokane Comprehensive Plan as is authorized by Chapter RCW 35.13.

RECOMMENDATION:

A. By a vote of 9 to 0, the Plan Commission recommends approval of these amended documents and that the City Council proceed with the West Plains Annexation.

Karen Byrti, President

Spokane Plan Commission

EXHIBIT B

Property Description July 28, 2011

WEST PLAINS ANNEXATION AREA

That portion of the south ½ of Sections 19, 20, 21, and 22, Township 25 North, Range 42 East, W.M.,

all of Section 29 Township 25 North, Range 42 East, W.M.,

that portion of Section 30, Township 25 North, Range 42 East, W.M., lying east of City of Airway Heights,

that portion of Section 28, Township 25 North, Range 42 East, W.M. lying north and west of and including Geiger Blvd,

that portion of Section 27, Township 25 North, Range 42 East, W.M. lying north of State Highway 2 along with that portion lying west of and including Geiger Blvd,

all of Sections 31 and 32, Township 25 North, Range 42 East, W.M.,

that portion of Section 33, Township 25 North, Range 42 East, W.M. lying north and west of and including Geiger Blvd,

that portion of Sections 35 and 36, Township 25 North, Range 41 East, W.M. lying south of the southern boundary of the City of Airway Heights,

that portion of Section 01, Township 24 North, Range 41 East, W.M. lying north of and including a portion of Electric Avenue,

that portion of Section 06, Township 24 North, Range 42 East, W.M. lying north of 59th Avenue,

that portion of Section 05, Township 24 North, Range 42 East, W.M. lying north of and including Electric Avenue,

generally situated westerly of the City of Spokane, including all of the Spokane International Airport property, adjoining the west limit of the City of Spokane and containing 6,361 acres more or less (MOL); MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING at the northeast corner of Section 27, Township 25 North, Range 42 East, W.M. (a point on the west limit of the City of Spokane); the TRUE POINT OF BEGINNING;

THENCE southerly 825 feet more or less along the center line of Assembly Street right-of-way to the north line of Sunset Highway right-of-way;

THENCE southerly 218 feet more or less across Sunset Highway to the intersection of the south line of Sunset Highway;

THENCE westerly 30 feet more or less to the west line of Assembly Road (coincident with the west limit of the City of Spokane);

THENCE southerly and southwesterly 659 feet more or less along the west line of Assembly Road right-of-way (coincident with the west limit of the City of Spokane) to a point on the north line of an unsubdivided parcel (County Parcel number 25271.0002) bounded and described as follows:

That portion of the northeast ¼ of Section 27, Township 25 North, Range 42 East, W.M. lying south of Sunset Highway and containing 7.58 acres, and more specifically described as follows: BEGINNING at the easterly \(\frac{1}{4} \) corner of said section: THENCE west along the southerly line of said northeast 1/4 349.40 feet; THENCE north 81 feet; THENCE north 72° 26' 00" west 14.79 feet to the TRUE POINT OF BEGINNING; THENCE north 72° 26' 00" west 347.08 feet; THENCE north 03° 46' 46" east 7.65 feet; THENCE along a tangent of a curve to the left with a radius of 407 feet through a central angle of 10° 35' 14" 75.21 feet; THENCE north 07° 20' 00" east 82.05 feet; THENCE east 69.5 feet; THENCE north 240.70 feet; THENCE east 274.9 feet; THENCE north 26° 25' 00" east 100.14 feet; THENCE east 22.13 feet; THENCE north 23° 30' 00" east 325.63 feet; THENCE south 86° 34' 10" east 166 feet; THENCE south 01° 13' 50" west 296.07 feet to a non-tangent curve concave to the east with a radius of 200 feet through a central angle of 107° 49' 02"; THENCE southwesterly, south and southeasterly along said curve 376.35; THENCE south 01° 13' 50" west 46.14 feet; THENCE south 59° 03' 29" west 431.51 feet to the POINT OF BEGINNING.

THENCE north 86° 34' 10" west 72.13 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE south 23° 30' 00" west 325.63 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE westerly 22.13 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE south 26° 25' 00" west 100.14 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE westerly 274.9 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE southerly 240.70 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE westerly 69.5 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE south 07° 20' 00" west 82.05 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE along a tangent of a curve to the right with a radius of 407 feet through a central angle of 10° 35' 14" 75.21 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE south 03° 46' 46" west 7.65 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane);

THENCE south 72° 26' 00" east 347.08 feet along the boundary of said Parcel 25271.0002 (coincident with the west limit of the City of Spokane) to a point on the northwest right-of-way line of the Interstate-90 westbound off-ramp to Highway 2;

THENCE southwesterly 922 feet more or less along the northwest right-of-way line of the Interstate-90 westbound off-ramp to Highway 2;

THENCE westerly and northwesterly 488 feet more or less along the northwest right-of-way line of the Interstate 90 westbound off-ramp to a point on the northeast right-of-way line of Highway 2;

THENCE southwesterly 13 feet more or less and northwesterly 310 feet more or less along the northeast right-of-way line of Highway 2;

THENCE northerly 48 feet more or less, westerly 75 feet more or less, and northwesterly 691 feet more or less along the northeast right-of-way line of Highway 2;

THENCE northwesterly 1514 feet more or less along the northeast right-of-way line of Highway 2 to a point on the southeast right-of-way line of Geiger Boulevard;

THENCE southwesterly 220 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Highway 2 to the intersection point of the southwest right-of-way line of Highway 2 and the southeast right-of-way line of Geiger Boulevard;

THENCE southwesterly 1,175 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the east right-of-way line of Ball Road;

THENCE southwesterly 70 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Ball Road to the intersection point with the west right-of-way line of Ball Road;

THENCE southwesterly 1,119 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the north right-of-way line of Lawton Road;

THENCE southwesterly 67 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Lawton Road to the intersection point with the south right-of-way line of Lawton Road and the end of the radius of the south right-of-way line of Lawton;

THENCE southwesterly 550 feet more or less, northwesterly 10 feet more or less, and southwesterly 1,009 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the north right-of-way line of Garden Springs Road;

THENCE southwesterly 75 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Garden Springs Road to the intersection point with the south right-of-way line of Garden Springs Road;

THENCE southwesterly 1,624 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the northeast right-of-way line of Rowand Road;

THENCE southwesterly 60 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Rowand Road to the intersection point with the southwest right-of-way line of Rowand Road;

THENCE southwesterly 689 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the east right-of-way line of Fosseen Road;

THENCE southwesterly 66 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Fosseen Road to the intersection point with the west right-of-way line of Fosseen Road;

THENCE southwesterly 361 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the northeast right-of-way line of Grove Road;

THENCE southwesterly 125 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Grove Road to the intersection point with the southwest right-of-way line of Grove Road;

THENCE southwesterly 1,640 feet more or less along the southeast right-of-way line of Geiger Boulevard to the intersection point with the east right-of-way line of Cheatham Road;

THENCE southwesterly 101 feet more or less along the southeast right-of-way line of Geiger Boulevard extended across Cheatham Road to the intersection point with the west right-of-way line of Cheatham Road;

THENCE southwesterly 1,801 feet more or less along the southeast right-of-way line of Geiger Boulevard to the northwest right-of-way line of Interstate 90;

THENCE southwesterly 145 feet more or less along the southeast right-of-way line of Geiger Boulevard (coincident with the northwest right-of-way line of Interstate 90) to the intersection point with the south right-of-way line of Electric Avenue extended;

THENCE westerly 95 feet more or less along the south right-of-way line of Electric Avenue extended across Geiger Boulevard to the intersection point with the northwest right-of-way line of Geiger Boulevard;

THENCE westerly 727 feet more or less along the south right-of-way line of Electric Avenue to the intersection point with the east right-of-way line of Spotted Road;

THENCE southerly 15 feet more or less along the east right-of-way line of Spotted Road;

THENCE westerly 63 feet more or less along the south right-of-way line of Electric Avenue extended across Spotted Road to the intersection point with the west right-of-way line of Spotted Road;

THENCE westerly 976 feet more or less along the south right-of-way line of Electric Avenue to east right-of-way line of Dowdy Road;

THENCE southwesterly 60 feet more or less along the southeast right-of-way line of Electric Avenue extended across Dowdy Road to the intersection point with the west right-of-way line of Dowdy Road;

THENCE southwesterly 1,707 feet more or less along the southeast right-of-way line of Electric Avenue to the intersection point with the east right-of-way line of Soda Road;

THENCE southwesterly 40 feet more or less along the southeast right-of-way line of Electric Avenue extended across Soda Road to the intersection point with the west right-of-way line of Soda Road;

THENCE southwesterly 2,752 feet more or less along the southeast right-of-way line of Electric Avenue to the intersection point with the east right-of-way line of Thomas Mallen Road;

THENCE southwesterly 59 feet more or less along the southeast right-of-way line of Electric Avenue extended across Thomas Mallen Road to the intersection point with the west right-of-way line of Thomas Mallen Road;

THENCE southwesterly 1,376 feet more or less to a point on the southeasterly right-of-way line of Electric Avenue coincident with the northeast corner of a triangular parcel (County Parcel number 24061.9021) bounded and described as follows:

That portion of Government Lots 12 and 19 in Section 06, Township 24 North, Range 42 East, W.M. containing 21.63 acres, and described as follows: BEGINNING at a point on the west line of Government Lot 19 200 feet south of the north line of said Lot 19; thence east to the east line of Lot 19; thence north to the intersection of the east line of Government Lot 12 and the south line of Electric Road #1862; thence southwesterly to the POINT OF BEGINNING.

THENCE southwesterly 1,968 feet more or less along the northwest property line of said Parcel 24061.9021 to the southwest corner of said parcel, coincident with the northeast corner of Tract 48, Hayford Subdivision;

THENCE southerly 165 feet more or less along the east line of said Tract 48 to the southeast corner of said Tract 48 coincident with the northeast corner of a triangular parcel (County Parcel number 24062.0428) bounded and described as follows:

That portion of the north ½ of Section 06, Township 24 North, Range 42 East, W.M. bordering and lying south of Electric Avenue and containing 4.85 acres, and more specifically described as follows: Portions of Tracts 49 and 50, and the north ½ of Tract 51, Hayford Subdivision: BEGINNING at the southwest corner of the north ½ of said Tract 51; thence northeasterly to the northeast corner of said Tract 49; thence southerly along the east line of said tracts to the south line of the north ½ of said tract 51; thence westerly to the POINT OF BEGINNING.

THENCE southwesterly 921 feet more or less along the northwest line of Parcel 24062.0428 to the southwest corner of said parcel coincident with a point on the north line of the south ½ of Tract 51, Hayford Subdivision;

THENCE westerly 20 feet more or less along the north line of the south ½ of said Tract 51, Hayford Subdivision, to the northwest corner of the south ½ of said Tract 51;

THENCE southerly 330 feet more or less along the west line of the south ½ of said Tract 51, Hayford Subdivision, to the southwest corner of the south ½ of said Tract 51 coincident with the southeast corner of Tract 58, Hayford Subdivision;

THENCE westerly 1,299 feet more or less along the south line of Tract 58 and Tract 64, Hayford Subdivision to the east right-of-way line of Center Road;

THENCE westerly 40 feet more or less along the south line of Tract 58 and 64, Hayford Subdivision extended across Center Road to the southeast corner of Tract 68, Hayford Subdivision, coincident with the west right-of-way line of Center Road;

THENCE westerly 640 feet more or less along the south line of said Tract 68 to the southwest corner of said tract;

THENCE northerly 660 feet more or less along the west line of said Tract 68 to the northwest corner of said tract;

THENCE northerly 525 feet more or less along the west line of a parcel containing Tracts 65, 66 and 67, Hayford Subdivision to the northwest corner of said parcel, coincident with the southerly right-of-way line of Electric Avenue;

THENCE southwesterly 600 feet more or less along the southeast right-of-way line of Electric Avenue to the intersection point with the east right-of-way line of Hayford Road;

THENCE northerly 43 feet more or less along the east right-of-way line of Hayford Road extended across Electric Avenue to the intersection point with the north right-of-way line of Electric Avenue;

THENCE northerly 568 feet more or less along the east right-of-way line of Hayford Road to the south right-of-way line of 53rd Avenue;

THENCE northerly 41 feet more or less across 53rd Avenue right-of-way to the intersection of the north right-of-way line of 53rd Avenue and the east right-of-way line of Hayford Road;

THENCE northerly 331 feet more or less along the east right-of-way line of Hayford Road to the southwest corner of Tract 38, Hayford Subdivision;

THENCE easterly 588 feet more or less along the south line of said Tract 38 to the southeast corner of said Tract 38;

THENCE northerly 396 feet more or less along the east line of Tracts 25, 26 and 38, Hayford Subdivision to the northeast corner of said Tract 25;

THENCE westerly 597 feet more or less along the north line of said Tract 25 to the northwest corner of said Tract 25, coincident with the east right-of-way line of Hayford Road;

THENCE northerly 46 feet more or less, easterly 30 feet more or less, and northeasterly 260 feet more or less along the east right-of-way line of Hayford Road to the intersection point with the north right-of-way line of 49th Avenue extended;

THENCE westerly 107 feet more or less along the north right-of-way line of 49th Avenue extended across Hayford Road and Hayford Branch Road to the intersection point with the west right-of-way line of Hayford Branch Road;

THENCE northerly 642 feet more or less along the west right-of-way line of Hayford Branch Road to the northeast corner of Block 4 Garden Home Addition Hayford Subdivision;

THENCE westerly 652 feet more or less along the north line of said Block 4 to the northwest corner of said Block 4;

THENCE southerly 642 feet more or less along the west line of Block 4 and Block 6, Garden Home Hayford Subdivision to the southwest corner of said Block 6, coincident with the north right-of-way line of 49th Avenue;

THENCE westerly 655 feet more or less along the north right-of-way line of 49th Avenue to the west line extended of Parcel 14011.1330, said parcel is bounded and described as follows:

That portion of the northeast ¼ of Section 01, Township 24 North, Range 41 East, W.M. lying south of 49th Avenue and containing 13.33 acres, and more specifically described as follows: Lots 9, 10, 14, 15, 20, 21, 22, Garden Home Addition to Hayford Subdivision, together with east ½ of Lot 23 and excluding the north 22.5 feet of said Lot 23, together with the vacated east ½ of South Road lying west of and adjacent to Lots 10 and 14 and the vacated South Road lying between Lots 22 and 23.

THENCE southerly 60 feet more or less along said west line extended to the northwest corner of said Parcel 14011.1330 coincident with the south right-of-way line of 49th Avenue:

THENCE southerly 637 feet more or less along the west line of said Parcel 14011.1330 to the northeast corner of a parcel (County Parcel number 14011.1326) bounded and described as follows:

That portion of the northeast ¼ of Section 01, Township 24 North, Range 41 East, W.M. lying north of 53rd Avenue and containing 2.87 acres, and more specifically described as follows: the east ½ of the east ½ of Lot 13 Garden Home Addition to Hayford Subdivision, excluding the south 17.5 feet thereof, together with the west ½ of the vacated South Road lying east of and adjacent to said lot.

THENCE westerly 353 feet more or less along the north line of said Parcel 14011.1326 to the northwest corner of said parcel coincident with the northeast corner of a parcel (County Parcel number 14011.1323) bounded and described as follows:

That portion of the northeast ¼ of Section 01, Township 24 North, Range 41 East, W.M. lying north of 53rd Avenue and containing 2.71 acres, and more specifically described as follows: the west ½ of the east ½ of Lot 13 Garden Home Addition to Hayford Subdivision, excluding the County road along the south line.

THENCE westerly 328 feet more or less along the north line of said Parcel 14011.1323 to the northwest corner of said parcel;

THENCE southerly 315 feet more or less along the west line of said Parcel 14011.1323 to the southwest corner of said parcel coincident with a point on the north right-of-way line of 53rd Avenue;

THENCE southerly 40 feet more or less across the 53rd Avenue right-of-way to the northwest corner of said Parcel 14011.1330, coincident with the south right-of-way line of 53rd Avenue;

THENCE southerly 310 feet more or less along the west line of said Parcel 14011.1330 to the southwest corner of said Parcel 14011.1330;

THENCE westerly 661 feet more or less along the north line of a parcel to the northwest corner of that parcel (County Parcel number 14011.1430) bounded and described as follows:

That portion of the north ½ of Section 01, Township 24 North, Range 41 East, W.M. lying north of Electric Avenue and containing 18.51 acres, and more specifically described as follows: Block 79 through Block 80, Hayford Subdivision together with a portion of the vacated Electric Avenue right-of-way lying southerly and adjacent to Block 79.

THENCE southerly 1,064 feet more or less along the west line of said Parcel 14011.1430 to the southwest corner of said parcel, coincident with a point on the northerly right-of-way line of Electric Avenue;

THENCE southerly 104 feet more or less along the west line of said Parcel 14011.1430 extended across Electric Avenue to the intersection point with the south right-of-way line of Electric Avenue;

THENCE southwesterly 528 feet more or less along the southeasterly right-of-way line of Electric Avenue to the west corner of a triangular parcel being a portion of (County Parcel number 14015.9042) bounded and described as follows:

That portion of Section 01, Township 24 North, Range 41 East Containing all of Lots 1, 2, 3, 5, 11, 12, and the west ½ of Lot 13 and 23 of Garden Home to Hayford Addition; Together with all of Government Lots 2 through 7, 11 and 12, the east 85 feet of Government Lot 13 and all of Government Lot 14 Except the platted portion.

THENCE westerly 330 feet more or less along the southern line of said Parcel 14015.9042 extended across Electric Avenue to the intersection point with the northwest right-of-way line of Electric Avenue, coincident with the east corner of a triangular parcel being a portion of (County Parcel number 14013.9006) bounded and described as follows:

That portion of the north ½ of the southwest ¼ of Section 01, Township 24 North, Range 41 East, W.M. lying East of McFerron Road, containing 2 acres, except the portion described as follows: BEGINNING at the southeast corner of the northeast ¼ of the southwest ¼ of said section; thence north along the east line of said southwest ¼ 466.69 feet; thence west on a line parallel to a south line 466.69 feet; thence south on a line parallel to the east line of the southwest ¼ 466.69 feet to the south line of the northeast ¼; thence east along said south line 466.69 feet to the POINT OF BEGINNING and excluding abandoned Washington Water Power Company right-of-way.

THENCE westerly 580 feet more or less along the north line of said Parcel 14013.9006 to the northwest corner of said parcel, coincident with a point on the east right-of-way line of McFerron Road;

THENCE northerly 1358 feet more or less along the east right-of-way line of McFerron Road to the north right-of-way line of the east-west extension of McFerron Road;

THENCE westerly 1,208 feet more or less along the north right-of-way line of the east-west extension of McFerron Road to the east right-of-way line of the continuation of McFerron Road;

THENCE northerly 2,140 feet more or less along the east right-of-way line of the continuation of McFerron Road to the southwest corner of Block 18, Mazuma Subdivision;

THENCE easterly 1,307 feet more or less along the south lines of Block 18 and Block 17, Mazuma Subdivision to the southeast corner of said Block 17;

THENCE northerly 829 feet more or less along the east lines of Block 17, Block 8 and Block 5, Mazuma Subdivision to the northeast corner of said Block 5, coincident with a point in the south right-of-way line of Thorpe Road (a.k.a Nichols Avenue);

THENCE westerly 640 feet more or less along the south right-of-way line of Thorpe Road to the east right-of-way line of Gibson Road;

THENCE westerly 38 feet more or less along the south right-of-way line of Thorpe Road extended across Gibson Road to the intersection point with the west right-of-way line of Gibson Road;

THENCE westerly 620 feet more or less along the south right-of-way line of Thorpe Road to the east right-of-way line of McFerron Road;

THENCE westerly 60 feet more or less along the south right-of-way line of Thorpe Road extended across McFerron Road to the intersection point with the west right-of-way line of McFerron Road;

THENCE westerly 2,620 feet more or less along the south right-of-way line of Thorpe Road to the east right-of-way line of Johnson Street;

THENCE westerly 30 feet more or less along the south right-of-way line of Thorpe Road extended across Johnson Street to the intersection point with the west right-of-way line of Johnson Street;

THENCE westerly 1,272 feet more or less along the south right-of-way line of Thorpe Road to the east right-of-way line of Center Street;

THENCE westerly 40 feet more or less along the south right-of-way line of Thorpe Road extended across Center Street to the intersection point with the west right-of-way line of Center Street;

THENCE westerly 440 feet more or less along the south right-of-way line of Thorpe Road to the intersection point with the east right-of-way line of Craig Road extended;

THENCE northerly 60 feet more or less along the east right-of-way line of Craig Road extended across Thorpe Road to the intersection point with the north right-of-way line of Thorpe Road;

THENCE northerly 5,216 feet more or less along the east right-of-way line of Craig Road to the south right-of-way line of McFarlane Road, coincident with the south limit of the City of Airway Heights;

THENCE easterly 2,627 feet more or less along the south right-of-way line of McFarlane Road (coincident with the south limit of the City of Airway Heights) to the northwest corner of a parcel (County Parcel number 15351.0009) bounded and described as follows:

That portion of the north ½ of the northeast ¼ of Section 35, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 21.15 acres, and more specifically described as follows: the west 721.93 feet excluding the right-of-way for McFarlane Road.

THENCE southerly 1,278 feet more or less along the west line of said Parcel 15351.0009 (coincident with the south limit of the City of Airway Heights) to the southwest corner of said parcel;

THENCE easterly 722 feet more or less along the south line of said Parcel 15351.0009 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel, coincident with the southwest corner of a parcel (County Parcel number 15351.0012) bounded and described as follows:

That portion of the north ½ of the northeast ¼ of Section 35, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 20.48 acres, and more specifically described as follows: the east 1401.60 feet of the north 842.70 feet excluding the north 30 feet for McFarlane Road right-of-way, and excluding the east 1.133.00 feet together with a portion of the north ½ lying south of the north 842.70 feet and southwesterly of a line defined as follows: beginning at the northeast corner of said Section 35, thence south 89° 45' 45" west along the north line of said Section 35 1,348.56 feet to a point lying northeasterly and 25 feet distant from the Yellowstone Pipeline Company pipeline, being the TRUE POINT OF BEGINNING of said line; thence south 35° 58' 17" east along a line 25 feet distant and parallel to said pipeline 1,626.34 feet to the south line of the north ½ of the northeast ¼ of Section 35, being the point of terminus for said line, said point lying south 89° 44' 04" west 398.00 feet from the southeast corner of the north ½ of the northeast ¼ of Section 35; excluding the portion lying west of a line defined as follows: beginning at the northeast corner of Section 35, thence south 00° 12' 19" east along the east line of the northeast ¼ of said section 30.00 feet to a point on the south line of McFarlane Road right-of-way, thence south 89° 45' 45" west along said right-of-way line 1,937.82 feet to the TRUE POINT OF BEGINNING for said line, thence south 00° 13' 41" east parallel to the west line of the northeast ¼ of Section 35 1,290.92 feet to the south line of the north ½ of the northeast ¼ of Section 35, being the point of terminus for said line.

THENCE easterly 1,539 feet more or less along the south line of said Parcel 15351.0012 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel coincident with the southwest corner of a parcel (County Parcel number 15351.0010) bounded and described as follows:

That portion of the north ½ of the northeast ¼ of Section 35, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 22 acres, and more specifically described as follows: the east 865 feet lying northeasterly of a line described as follows: beginning at the northeast corner of said Section 35, thence south 89° 45' 45" west along the north line of said section 1,348.56 feet to a point lying northeasterly and 25 feet distant from the Yellowstone Pipeline Company pipeline, being the TRUE POINT OF BEGINNING of said line description; thence south 35° 58' 17" east along a line 25 feet distant from and parallel to said pipeline to the south line of the north ½ of the northeast ¼ of Section 35 and the point of terminus of said line, said point lying south 89° 44' 04" west 398.00 feet from the southeast corner of said north ½ excluding 30 feet for the McFarlane Road right-of-way.

THENCE easterly 397 feet more or less along the south line of said Parcel 15351.0010 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel;

THENCE northerly 661 feet more or less along the east line of said Parcel 15351.0010 (coincident with the south limit of the City of Airway Heights) to a point on said east line coincident with the southwest corner of a parcel (County Parcel number 15362.0009) bounded and described as follows:

That portion of the west ½ of the northwest ¼ of the northwest ¼ of the northwest ¼ of Section 36, Township 25 North, Range 41 East, W.M. excluding the McFarlane Road right-of-way and containing 4.78 acres.

THENCE easterly 333 feet more or less along the south line of said Parcel 15362.0009 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel coincident with the southwest corner of a parcel (County Parcel number 15362.0025) bounded and described as follows:

That portion of the north ½ of the north ½ of the northwest ¼ of Section 36, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 3.36 acres, and more specifically described as follows: beginning at the northwest corner of said Section 36, thence south 00° 12' 19" east along the west line of said northwest ¼ 659.99 feet to the south line of said north ½ of the north ½ of the northwest ¼, thence north 89° 11' 30" east 331.83 feet to the southeast corner of the west ½ of northwest ¼ northwest ¼ of the northwest ¼ and the POINT OF TRUE BEGINNING, thence continuing north 89° 11' 30" east along said line 237.76 feet, thence north 00° 12' 37" west 630.95 feet to a point on the south right-of-way line of McFarlane Road, thence south 89° 05' 41" west along said south right-of-way line 237.77 feet, thence south 00° 12' 37" east 630.54 feet to the TRUE POINT OF BEGINNING.

THENCE easterly 236 feet more or less along the south line of said Parcel 15362.0025 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel coincident with the southwest corner of a parcel (County Parcel number 15362.0026) bounded and described as follows:

That portion of the north ½ of the north ½ of the northwest ¼ of Section 36, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 3.34 acres, and more specifically described as follows: beginning at the northwest corner of said Section 36, thence south 00° 12' 19" east along the west line of said northwest ¼ 659.99 feet to the south line of said north ½ of the north ½ of the northwest ¼, thence north 89° 11' 30" east along said south line 569.59 feet to the TRUE POINT OF BEGINNING, thence continuing north 89° 11' 30" east along said line 237.78 feet, thence north 00° 12' 37" west 631.35 feet to a point on the south right-of-way line of McFarlane Road, thence south 89° 05'

41" west along the said south right-of-way line 237.78 feet, thence south 00° 12' 37" east 630.95 feet to the TRUE POINT OF BEGINNING.

THENCE easterly 236 feet more or less along the south line of said Parcel 15362.0026 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel coincident with the southwest corner of a parcel (County Parcel number 15362.0027) bounded and described as follows:

That portion of the north ½ of the north ½ of the northwest ¼ of Section 36, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 7.71 acres, and more specifically described as follows: beginning at the northwest corner of said Section 36, thence south 00° 12′ 19″ east along the west line of said northwest ¼ 659.99 feet to the south line of said north ½ of the north ½ of the northwest ¼, thence north 89° 11′ 30″ east along said south line 807.37 feet to the TRUE POINT OF BEGINNING, thence continuing north 89° 11′ 30″ east along said line 558.82 feet, thence north 00° 12′ 37″ west 632.99 feet to a point on the south right-of-way line of McFarlane Road, thence south 89° 05′ 41″ west along the said south right-of-way line 558.83 feet, thence south 00° 12′ 37″ east 631.35 feet to the TRUE POINT OF BEGINNING.

THENCE easterly 559 feet more or less along the south line of said Parcel 15362.0027 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel coincident with the southwest corner of a parcel (County Parcel number 15362.0028) bounded and described as follows:

That portion of the north ½ of the north ½ of the northwest ¼ of Section 36, Township 25 North, Range 41 East, W.M. lying south of McFarlane Road and containing 13.71 acres, and more specifically described as follows: beginning at the northwest corner of said Section 36, thence south 00° 12' 19" east along the west line of said northwest ¼ 659.99 feet to the south line of said north ½ of the north ½ of the northwest ¼, thence north 89° 11' 30" east along said south line 1,366.19 feet to the TRUE POINT OF BEGINNING, thence continuing north 89° 11' 30" east along said line 133.81 feet, thence north 73° 04' 51" east 1,205.27 feet to a point on the east line of said northwest ¼, thence north 00° 14' 39" west along said east line 300 feet to the south right-of-way line of McFarlane Road, thence south 89° 05' 41" west along the said south right-of-way line 1,288.10 feet, thence south 00° 12' 37" east 632.29 feet to the TRUE POINT OF BEGINNING.

THENCE easterly 129 feet more or less and northeasterly 1,207 feet more or less along the south line of said Parcel 15362.0028 (coincident with the south limit of the City of Airway Heights) to the southeast corner of said parcel;

THENCE northerly 300 feet more or less along the east line of said Parcel 15362.0028 (coincident with the south limit of the City of Airway Heights) to the northeast corner of said parcel, coincident with a point on the south line of McFarlane Road right-of-way;

THENCE easterly 2,689 feet more or less along the south right-of-way line of McFarlane Road (coincident with the south limit of the City of Airway Heights) to the east right-of-way line of Hayford Road;

THENCE northerly 643 faore or less along the east right-of-way line of Hayford Road (coincident with the east limit of the City of Airway Heights) to the intersection of the east right-of-way line of Hayford Road and the south parcel line of Parcel 25303.9045. Said parcel is further described as follows:

Beginning at the southwest corner of Section 30 Township 25 North Range 42 East Thence North 00 Degrees 27 minute 27 seconds west along said west section line for 713.22 to the True Point of Beginning (POB) Thence North 88 Degrees 37 minute 27 seconds east for 292.65 feet, Thence North 00 Degrees 27 minute 27 seconds west for 100 feet, Thence South 88 Degrees 37 minute 27 seconds West for 292.65 feet, thence South 00 Degrees 27 minute 27 seconds east for 100 feet to True Point of Beginning.

THENCE easterly 263 feet more or less along the south parcel line of Parcel 25303.9045 to the southeast corner of said parcel, thence northerly 100 feet more or less along the east parcel line of said parcel to the northeast corner of said parcel coincident with a point on the south parcel line of Parcel 25303.9044 which is further described as follows:

Beginning at the southwest corner of Section 30 Township 25 North Range 42 East Thence North 00 Degrees 27 minute 27 seconds West along the West Section line 993.22 feet to the northwest corner of the south 1/2 of the northwest 1/4 of Government Lot 4 and the True Point of Beginning, Thence North 87 Degrees 37 minutes 57 Seconds East along the north line of the south1/2 of the northwest 1/4 of Government Lot 4 for 618.67 feet to the northeast corner of the south1/2 of the northwest 1/4 of Government lot 4, thence North 61 Degrees 56 Minutes 45 seconds East along a line towards the northeast corner of the southeast 1/4 of the northeast 1/4 of the southwest 1/4 of section 30 for 459.57 feet, thence south 00 Degrees 27 Minutes 27 Seconds for 386.43 feet, thence, Thence south 88 Degrees 37 Minute 57 Seconds West along west section line, thence North 00 Degrees 27 Minute 27 Seconds West along west section line for 180.00 feet along the west section line to true point of beginning.

THENCE easterly along the south parcel line of said Parcel 25303.9044 for 240 feet more or less to the southeast corner of said parcel, thence northerly along the east parcel line of said parcel for 100 feet more or less to the northeast corner of said parcel coincident with a point on the south line of Parcel 25303.9046, said parcel being further described as follows:

Beginning at the southwest corner of Section 30 Township 25 North Range 42 East Thence North 00 Degrees 27 minute 27 seconds west along said west section line to the 993.22 to the Northwest corner of the south ½ of the northwest ¼

Government lot 4 and the True Point of Beginning(POB), Thence south 88 Degrees 37 minute 57 seconds east along the north line of said south 1/2 of northwest ½ of Government lot 4 for 618 feet to the northeast corner of the south 1/2 of the Northwest ¼ of Government Lot 4, Thence North 61 degrees 56 Minutes 45 Seconds 459.59 feet along a line towards the Northeast corner of the southeast ¼ of the Northeast ¼ of the Southwest ¼ of section 30 Thence South 00 Degrees 27 Minutes 27 Seconds West for 386.43 feet, thence South 88 Degrees 37 Minutes 57 Seconds West 1026 feet to the west section line of section 30 Thence North 00 Degrees 27 minutes 27 seconds along west section line to true POB Point of Beginning except for west 33 Feet for County Rd.

THENCE east along said south parcel line for 494 feet more or less to the southeast corner of said parcel, thence north along the east line of said parcel for 386 feet more or less to the northeast corner of said parcel coincident with a point on the south line of Parcel 25303.9024 said parcel being further described as follows:

Being a portion of the Southwest 1/4 section 30 township 25 range 43 lying north of the following described line: Beginning at a point on the west line of the southwest 1/4 of the southwest 1/4 said point being 330 feet south of the northwest corner, thence east 660 feet thence northerly to a point on the east line of the southwest 1/4 said point being 660 feet south of the northeast corner of the southwest 1/4 terminus of said line except for the south 660 feet of the west 660 feet and except for the road.

THENCE northeasterly along the southerly line of said parcel for 1754 feet more or less to the southeasterly corner of said parcel;

THENCE north along the east line of said parcel for 663 feet more or less to the northeast corner of said parcel coincident with the south right of way line of 21st Avenue;

THENCE westerly along the south right-of-way line of 21st Avenue for 1269 feet more or less to the east right-of-way line of Hazelwood Road extended, thence northerly across 21st Avenue and along the east right-of-way line for 662 feet more or less to a point on the south parcel line of Parcel 25302.0124 coincident with the east right-of-way line of Hazelwood Road, thence easterly along the south line of said parcel for 612 feet more or less to the southeast corner of said parcel coincident with the southwest corner of Parcel 25305.9035;

THENCE northerly along said parcel line which is the west parcel line of Parcel 25305.9035 and the east parcel line of Parcel 25302.0124 for 58 feet to the southwest corner of Parcel 25302.0209. Thence easterly along the south parcel line for 536 feet more or less to the southeast corner of said Parcel 25302.0209, thence northerly along the east line of said parcel for 203 feet to the southwest corner of the right-of-way of Deer Heights Road;

THENCE northerly along the west right-of-way line for 620 feet more or less to the northeast corner of Parcel 25302.0209 coincident with the southeast corner of Parcel 25302.0205 and also coincident with the west right-of-way line of Deer Heights Road;

THENCE continuing northerly along said right-of-way line and through a curve concave southeast and a non-tangent point to the northeast corner of Parcel 25302.0205 coincident with the southeast corner of Parcel 25302.0211 and also coincident with the west right-of-way line of Deer Heights Road;

THENCE continuing northerly along the west right-of-way line of Deer Heights Road through a compound curve concave southeast and northwest to the northeast corner of Parcel 25302.0211 coincident with the southeast corner of Parcel 25302.0212 and also along the west right-of-way line of Deer Heights Road;

THENCE northerly along the west right-of-way line of Deer Heights Road to the intersection with the south right-of-way line of Washington State DOT Highway 2. Thence northerly across the right-of-way of Highway 2 for 150 feet more or less to the intersection of the north right-of-way line of Highway 2 and the southeast corner of Parcel 25193.9010 coincident with the southwest corner of Parcel 25194.9041;

THENCE northerly along said parcel boundary, said boundary being the west line of Parcel 25194.9041 for 728 feet more or less to the northwest corner of said parcel coincident with the southwest corner of Parcel 25194.9047, thence northerly 498 feet more or less along the west line of said parcel to the centerline of 12th Avenue coincident with the northwest corner of said Parcel 25194.9047 bounded and described as follows:

That portion of the south ½ of the southeast ¼ of Section 19, Township 25 North, Range 42 East, W.M. lying west of Flint Road, excluding the south 825 feet and excluding the east 30 feet for Flint Road right-of-way, and containing 28.97 acres.

THENCE easterly 2,600 feet more or less along the north line of said Parcel 25194.9047 to the northeast corner of said parcel coincident with the west right-of-way line of Flint Road;

THENCE easterly 60 feet more or less across the Flint Road right-of-way to the northwest corner of a parcel (County Parcel number 25203.9065) bounded and described as follows:

The west 810 feet of the southwest ¼ of the southwest ¼ of Section 20, Township 25 North, Range 42 East, W.M. lying east of Flint Road, excluding the south ½ of the south ½ of said southwest ¼ of said Section 20, excluding the south 60 feet of the west 474.5 feet, excluding right-of-way for County roads, and containing 16.55 acres.

THENCE easterly 780 feet more or less to the northeast corner of said Parcel 25203.9065, coincident with a point on the west line of a parcel (County Parcel number 25203.9067) bounded and described as follows:

That portion of Section 20, Township 25 North, Range 42 East, W.M. lying east of Flint Road, containing 25.22 acres, and more specifically described as follows: BEGINNING at the southeast corner of the southwest ¼ of said section; thence north 00° 25' 04" west 97.50 feet to a point on the north line of State Highway 2; thence south 89° 58' 14" west 913.09 feet to the POINT OF BEGINNING; thence continuing south 89° 58' 14" west 915.91 feet; thence north 00° 06' 15" west 1,220.98 feet to a point on the north line of the south ½ of the southwest ¼ of said Section 20; thence north 89° 43' 59" east 912.55 feet; thence south 00° 15' 41" east 1,224.77 feet to the POINT OF BEGINNING.

THENCE northerly 23 feet more or less along the west line of said Parcel 25203.9067 to the northwest corner of said parcel;

THENCE easterly 913 feet more or less along the north line of said Parcel 25203.9067 to the northeast corner of said parcel;

THENCE southerly 23 feet more or less along the east line of said Parcel 25203.9067 to a point coincident with the northwest corner of a parcel (County Parcel number 25203.9096) bounded and described as follows:

That portion of the southeast ¼ of the southwest ¼ of Section 20, Township 25 North, Range 42 East, W.M. lying west of the Campus Road right-of-way and containing 4.11 acres, and more specifically described as follows: Tract D2-North of Binding Short Plat 98-63 (Pillar Rock) (Auditors number 5152866, Book 2, Pages 58 and 59), excluding the north 4.5 feet for County road right-of-way.

THENCE easterly 503 feet more or less along the north line of said Parcel 25203.9096 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25203.9097) bounded and described as follows:

That portion of the southeast ¼ of the southwest ¼ of Section 20, Township 25 North, Range 42 East, W.M. lying west of the Campus Road right-of-way and containing 4.15 acres, and more specifically described as follows: Tract D1-North of Binding Short Plat 98-63 (pillar Rock) (Auditors number 5152866, Book 2, Pages 58 and 59), excluding the north 4.5 feet for County road right-of-way.

THENCE easterly 408 feet more or less along the north line and the north line extended of said Parcel 25203.9097, across the Campus Road right-of-way, to a point on the west line of a parcel (County Parcel number 25204.9092) bounded and described as follows:

The west 430 feet of the southwest ¼ of the southeast ¼ of Section 20, Township 25 North, Range 42 East. Except Highway.

THENCE northerly 28 feet more or less along the west line of said Parcel 25204.9092 to the northwest corner of said parcel;

THENCE easterly 430 feet more or less along the north line of said Parcel 25204.9092 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25204.9093) bounded and described as follows:

The Southwest ¼ of the Southeast ¼ except for the east 457.97 feet and except for the west 430 feet of Section 20, Township 25 North, Range 42 East. Also Except for Highway.

THENCE easterly 426 feet more or less along north line of said Parcel 25204.9093 to the northeast corner of said parcel coincident with the northwest corner of a parcel (County Parcel number 25204.9024) bounded and described as follows:

That portion of the southwest ¼ of the southeast ¼ of Section 20, Township 25 North, Range 42 East, W.M. lying east of Spotted Road, excluding adjacent streets and excluding the portion described as follows: BEGINNING at the southeast corner of said Section 20; thence north 89° 24' 00" west 1,326.82 feet to a point; thence north 00° 36' 00" east 97.5 feet to the TRUE POINT OF BEGINNING; thence north 89° 24' 00" west 447.97 feet; thence north 00° 02' 00" west 639.55 feet to a point; thence south 89° 24' 00" east 447.97 feet; thence south 00° 02' 00" east 639.55 feet to the POINT OF BEGINNING, containing 5.49 acres.

THENCE easterly 449 feet more or less along the north line of said Parcel 25204.9024 to the northeast corner of said parcel;

THENCE easterly 58 feet more or less along the north line extended of said Parcel 25204.9024 to the northwest corner of a parcel (County Parcel number 25204.9075) bounded and described as follows:

That portion of the southeast ¼ of the southeast ¼ of Section 20, Township 25 North, Range 42 East, W.M. lying east of Spotted Road, containing 9.06 acres and described as follows: BEGINNING at the northwest corner of said southeast ¼ of the southeast ¼ of Section 20; thence east 50 feet to the east right-of-way line of the County road and the TRUE POINT OF BEGINNING; thence continuing east 380 feet; thence south 539.10 feet; thence west 380 feet; thence north 537 feet to the TRUE POINT OF BEGINNING, excluding the County right-of-way and excluding the portion of the southeast ¼ of the southeast ¼ of Section 20 described as follows: BEGINNING at the southeast corner of said southeast ¼ of Section 20; thence north 797.06 feet; thence west 515.66 feet to the TRUE POINT OF BEGINNING; thence continuing west 370.02 feet; thence north 539.10 feet; thence east 370.01 feet; thence south 541.13 feet to the TRUE POINT OF BEGINNING, excluding County roads.

THENCE easterly 751 feet more or less along the north line of said Parcel 25204.9075 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25216.9120) bounded and described as follows:

The east 516 feet more or less of the southeast ¼ of the southeast ¼ of Section 20, Township 25 North, Range 42 East, W.M., excluding Public State Highway 2 and excluding the portion described as follows: BEGINNING at the southeast corner of said Section 20; thence north along the east line of said section to the north right-of-way line of Public State Highway 2; thence westerly along said north right-of-way line 516.89 feet to the TRUE POINT OF BEGINNING; thence north 00° 15' 20" west 374.64 feet; thence continuing north 00° 19' 40" west 250 feet; thence south 89° 41' 23" east 265 feet; thence south 00° 17' 04" east 624.58 feet to the north right-of-way line of Public State Highway 2; thence westerly along the north right-of-way line of Public State Highway 2 to the TRUE POINT OF BEGINNING; together with the southwest ¼ of the southwest ¼ of Section 21, Township 25 North, Range 42 East, W.M., excluding the portion described as follows: BEGINNING at the northeast corner of said southwest ¼ of the southwest ¼ of Section 21; thence south 330 feet; thence west 175 feet; thence north to the north line 150 feet west of the POINT OF BEGINNING; thence east 150 feet to the POINT OF BEGINNING, subject to easements and excluding the east 295 feet of the south 362 feet, containing a total of 42.99 acres.

THENCE easterly 1,671 feet more or less along the north line of said Parcel 25216.9120 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25213.9026) bounded and described as follows:

That portion of the southwest ¼ of the southwest ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying west of Russell Road described as follows: BEGINNING at the northeast corner; thence south 330 feet; thence west 175 feet; thence north to the north line 150 feet west of the POINT OF BEGINNING; thence east 150 feet to the POINT OF BEGINNING, containing 1.22 acres.

THENCE easterly 130 feet more or less along the north line of said Parcel 25213.9026 to the northeast corner of said parcel, coincident with a point on the west right-of-way line of Russell Road;

THENCE easterly 40 feet more or less across the Russell Road right-of-way to a point on the east right-of-way line of Russell Road, coincident with the northwest corner of a parcel (County Parcel number 25213.9056) bounded and described as follows:

That portion of the northwest ¼ of the southeast ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying east of Russell Road described as follows: the north 328 feet excluding the Russell Road right-of-way, containing 5.03 acres.

THENCE easterly 645 feet more or less along the north line of said Parcel 25213.9056 to the northeast corner of said parcel;

THENCE southerly 262 feet more or less along the east line of said Parcel 25213.9056 to a point on the east line of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25213.9087) bounded and described as follows:

That portion of the east ½ of the east ½ of the southwest ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying east of Russell Road described as follows: the north 487.18 feet of the west 447.40 feet of the south 1,078.08 feet, containing 5.2 acres.

THENCE easterly 450 feet more or less along the north line of said Parcel 25213.9087 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25213.9088) bounded and described as follows:

That portion of the east ½ of the east ½ of the southwest ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Highway 2 described as follows: the north 487.18 feet of the south 1,078.08 feet, excluding the west 447.40 feet, containing 2.54 acres.

THENCE easterly 218 feet more or less along the north line of said Parcel 25213.9088 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25214.9091) bounded and described as follows:

That portion of the west ½ of the west ½ of the southeast ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Highway 2 described as follows: BEGINNING 2,316.13 feet west and 757.39 feet north of the southeast corner of said section; thence north 81° 33' 47" west 296.75 feet to the TRUE POINT OF BEGINNING; thence south 81° 33' 47" east 296.75 feet; thence north 363.42 feet; thence west 330.86 feet more or less to the west line of said southeast 1/4; thence south along said west line to a point lying south 8° 36' 13" west from the POINT OF BEGINNING; thence north 8° 36' 13" east to the POINT OF BEGINNING, containing 2.78 acres.

THENCE easterly 336 feet more or less along the north line of said Parcel 25214.9091 to the northeast corner of said parcel;

THENCE southerly 380 feet more or less along the east line and the east line extended of said Parcel 25214.9091, coincident with a point on the west line 450 feet from the north right-of-way line of Sunset Highway of a parcel (County Parcel number 25214.9118) bounded and described as follows:

That portion of the east $\frac{3}{4}$ of the west $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Highway 2 excluding the east 436 feet of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying north of the south

line, extended westerly, of the north 15 acres of the northeast ¼ of the southeast ¼ and excluding the portion described as follows: BEGINNING at a point 30 feet west of the east line of the southwest ¼ of the southeast ¼ and on the north line of Highway 2 (Frontage Road) right-of-way, the TRUE POINT OF BEGINNING; thence north 926 feet; thence west 430 feet; thence south 656 feet; thence west 90 feet; thence south 270 feet more or less to the north line of Highway 2 (Frontage Road) right-of-way; thence east to the POINT OF BEGINNING, excluding road right-of-way, containing 41.39 acres.

THENCE 539 feet more or less across said Parcel 25214.9118 along a line 450 feet from and parallel to the north right-of-way line of Sunset Highway, to a point on the east line of said parcel, coincident with a point on the west line of a parcel (County Parcel number 25214.9104) bounded and described as follows:

That portion of the southwest ¼ of the southeast ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Highway 2, containing 3.52 acres, and described as follows: BEGINNING at a point 30 feet west of the east line of the southwest ¼ of the southeast ¼ and 270 feet north of the north line of Highway 2 (Frontage Road) right-of-way; thence west 215 feet to the TRUE POINT OF BEGINNING; thence north 656 feet; thence west 215 feet; thence south 656 feet; thence east 215 feet to the TRUE POINT OF BEGINNING.

THENCE northerly 484 feet more or less along the west line of said Parcel 25214.9104 to the northwest corner of said parcel;

THENCE easterly 220 feet more or less along the north line of said Parcel 25214.9104 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25214.9103) bounded and described as follows:

That portion of the southwest ¼ of the southeast ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Highway 2, containing 3.51 acres, and described as follows: BEGINNING at a point 30 feet west of the east line of the southwest ¼ of the southeast ¼ and 270 feet north of the north line of Highway 2 (Frontage Road) right-of-way, the TRUE POINT OF BEGINNING; thence north 656 feet; thence west 215 feet; thence south 656 feet; thence east 215 feet to the TRUE POINT OF BEGINNING.

THENCE easterly 219 feet more or less along the north line of said Parcel 25214.9103 to the northeast corner of said parcel;

THENCE southerly along the east line of said Parcel 25214.9103 for 465 feet more or less to an intersection with the south parcel line extended of Parcel 25214.9036 bounded and described as follows:

That portion of the southeast ¼ of the southeast ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Sunset Highway, excluding the west

417.44 feet of the south 713.16 feet, and excluding the west 181 feet of the east 862 feet of the south 295 feet, and excluding the east 500 feet of the south 1,010 feet, and excluding the Sunset Highway right-of-way, and excluding the west 181 feet of the east 862 feet of the north 208 feet of the south 295 feet, and excluding a portion described as follows: BEGINNING at the intersection of the west property line with the north line of the Sunset Highway right-of-way; thence north 626.16 feet; thence east 417.44 feet; thence south 626.16 feet; thence west 417.44 feet to the POINT OF BEGINNING, containing 18.02 acres.

THENCE easterly 447 feet more or less along the south line and the south line extended of said Parcel 25214.9036 to the middle of said parcel coincident with the northeast corner of Parcel 25214.9037 described as follows:

That portion of the west 417.44 feet of the north 417.44 feet of the south 713.16 feet and the west 208.72 feet of the south 295.72 feet of the southeast quarter of the southeast quarter, except highway of Section 21, Township 25 North, Range 42 East, W.M.

THENCE southerly 66 feet more or less along the east line of said Parcel 25214.9037, to a point on said line 450 feet from the north right-of-way line of Sunset Highway;

THENCE 407 feet more or less across said Parcel 25214.9036 along a line 450 feet north and parallel to the north right-of-way line of Sunset Highway, to a point on the east line of said parcel, coincident with a point on the west line of a parcel (County Parcel number 25214.9601) bounded and described as follows:

That portion of the southeast ¼ of Section 21, Township 25 North, Range 42 East, W.M. lying north of Sunset Highway, known as the Olia Meadows Mobile Home Park, described as follows: the east 500 feet of the south 1,010 feet, containing 8.89 acres.

THENCE northerly 351 feet more or less along the west line of said Parcel 25214.9601 to the northwest corner of said parcel;

THENCE easterly 480 feet more or less along the north line of said Parcel 25214.9601 to the northeast corner of said parcel, coincident with a point on the west right-of-way line of Grove Road;

THENCE easterly 40 feet more or less along the north line extended of said Parcel 25214.9601 across Grove Road right-of way to a point on the east right-of-way line of Grove Road, coincident with a point on the west line of a parcel (County Parcel number 25223.9035) bounded and described as follows:

That portion of the southwest ¼ of the southwest ¼ of Section 22, Township 25 North, Range 42 East, W.M. lying north of Sunset Highway, and described as

follows: the west 1,100 feet of the north 310 feet of the south 1,060 feet, containing 7.68 acres.

THENCE northerly 50 feet more or less along the west line of said Parcel 25223.9035 (coincident with the east right-of-way line of Grove Road) to the northwest corner of said parcel;

THENCE easterly 1,080 feet more or less along the north line of said Parcel 25223.9035 to the northeast corner of said parcel;

THENCE southerly 399 feet more or less along the east line and the east line extended of said Parcel 25223.9035, to a point within a parcel (County Parcel number 25223.9060) bounded and described as follows:

That portion of the southwest ¼ of Section 22, Township 25 North, Range 42 East, W.M. lying north of Sunset Highway, and described as follows: BEGINNING on the north right-of-way line of Public State Highway Number 2 640 feet east of the southwest corner of said southwest ¼ and the TRUE POINT OF BEGINNING; thence northerly 663 feet; thence easterly 460 feet; thence northerly 562.20 feet; thence easterly 784.15 feet; thence southerly 651.20 feet; thence westerly 302.06 feet; thence southerly 310 feet; thence easterly 270 feet; thence southerly 350 feet to the north right-of-way line of Public State Highway Number 2; thence westerly along said north right-of-way line to the TRUE POINT OF BEGINNING, containing 27.27 acres.

Said point being the intersection of the east line of aforementioned Parcel 25223.9035 extended southerly and the north line of Parcel 25223.9049 extended westerly. (Parcel 25223.9049 will be further described);

THENCE easterly 480 feet more or less through Parcel 25223.9060 along the north line extended of a parcel (County Parcel number 25223.9049) to the northwest corner of Parcel 25223.9049, said Parcel 25223.9049 bounded and described as follows:

That portion of the southeast ¼ of the southwest ¼ of Section 22, Township 25 North, Range 42 East, W.M. lying north of Sunset Highway described as follows: BEGINNING 691.36 feet west of the southeast corner of said southwest ¼; thence north 00° 09' 54" east 350 feet to the TRUE POINT OF BEGINNING; thence north 89° 50' 06" west 270 feet; thence north 00° 09' 54" east 310 feet; thence south 89° 50' 06" east 270 feet; thence south 00° 09' 54" west 310 feet to the POINT OF BEGINNING, containing 1.92 acres.

THENCE easterly 270 feet more or less along the north line of said Parcel 25223.9049 to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25223.9601) bounded and described as follows:

That portion of the southeast ¼ of the southwest ¼ of Section 22, Township 25 North, Range 42 East, W.M. lying north of Sunset Highway, known as Hilltop Mobile Home Park, and described as follows: BEGINNING at the southeast corner of said southwest ¼; thence west along the south line of said southwest ¼ 255.20 feet; thence north 00° 09' 54" east 170.90 feet; thence north 89° 50' 06" west 156.80 feet; thence south 00° 09' 54" west 170.90 feet to the south line of said Section 22; thence west along the south line of said section 128 feet; thence north 00° 09' 54" east 173 feet; thence north 89° 50' 06" west 120.82 feet; thence south 00° 20' 39" west 173 feet to the south line of said section; thence west along said south line 30 feet; thence north 00° 09' 54" east 660 feet; thence south 89° 31' 28" east to the east line of said southwest ¼; thence south along said east line to the southeast corner of said southwest ¼ and the POINT OF BEGINNING, excluding highway right-of-way, and containing 8.88 acres.

THENCE easterly 707 feet more or less along the north line of said Parcel 25223.9601 to the northeast corner of said parcel;

THENCE northerly 28 feet more or less along the east line extended of said Parcel 25223.9601 to a point on the westerly right-of-way line of Basalt Road;

THENCE southeasterly, southerly and southwesterly 808 feet more or less along the westerly right-of-way line of Basalt Road to a point on the north right-of-way line of Sunset Highway;

THENCE easterly 348 feet more or less along the north right-of-way line of Sunset Highway to the northwest corner of a parcel (County Parcel number 25271.1203) bounded and described as follows:

A portion of Block 1, Carpenter and Davies Subdivision, and the adjoining ½ portions of vacated roads all lying north of a line 50 feet northeast of and parallel to the north lane centerline of State Highway Number 2, and south of a line 127 feet northeast of and parallel to said centerline, containing 1.14 acres.

THENCE easterly 165 feet more or less along the north line of said Parcel 25271.1203 (coincident with the south line of said Section 22) to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25271.1202) bounded and described as follows:

Lots 6,7, and 8, Carpenter and Davies Subdivision, and the vacated right-of-way strip 30 feet wide north of and adjacent to Block 1 of said subdivision and extending from the west line of Lot 5 of said subdivision projected north to the northeasterly line of Public State Highway Number 2 (Spokane to Geiger Field), excluding highway right-of-way, containing 0.22 acres.

THENCE easterly 192 feet more or less along the north line of said Parcel 25271.1202 (coincident with the south line of said Section 22) to the northeast corner of said parcel,

coincident with the northwest corner of a parcel (County Parcel number 25271.1204) bounded and described as follows:

Lots 1 through 5 and Lots 22 through 24, Block 1, Carpenter and Davies Addition and the 30 feet wide vacated strip lying north of and adjacent to said Lots 1 through 5, together with Lots 12 and 13, Argo and Lilly Addition and the vacated alley lying between said Lots 12 and 13 and the vacated 30 feet wide strip lying north of and adjacent to said Lot 12, together with vacated Royal Street lying between Block 1, Carpenter and Davies Addition and Block 2, Argo and Lilly Addition and between the vacated 30 feet wide strip lying north of and adjacent to said blocks, excluding portions of said Block 1, Carpenter and Davies Addition and Block 2, Argo and Lilly Addition and the vacated Royal Street lying southwesterly of a line 127 feet northeast of and parallel to the centerline of the Sunset Highway (Public State Highway Number 2), containing 1.72 acres.

THENCE easterly 377 feet more or less along the north line of said Parcel 25271.1204 (coincident with the south line of said Section 22) to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25271.0205) bounded and described as follows:

Lots 17 through 24, Block 2, Argo and Lilly Addition and the south ½ of the vacated alley lying north of and adjacent to said lots, and the west ½ of the vacated street lying east of and adjacent to Lot 24, together with Lots 9 through 11 and Lots 14 through 16, Block 2, of said addition, and the vacated alley lying between said lots, and the vacated 30 feet wide strip lying north of and adjacent to said Lots 9 through 11, containing 2.22 acres.

THENCE easterly 148 feet more or less along the north line of said Parcel 25271.0205 (coincident with the south line of said Section 22) to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25271.0201) bounded and described as follows:

Lots 1 through 8, Block 2, Argo and Lilly Addition and the north $\frac{1}{2}$ of the vacated alley adjacent to said lots, and the south $\frac{1}{2}$ of the vacated street adjacent to said lots and the east $\frac{1}{2}$ of the vacated street adjacent to said Lot 1, containing 1.53 acres.

THENCE easterly 425 feet more or less along the north line of said Parcel 25271.0201 (coincident with the south line of said Section 22) to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25271.0104) bounded and described as follows:

Lots 11 through 12, Block 1, Argo and Lilly Addition and the south ½ of the vacated street adjacent to said lots, and the east ½ of the vacated street lying adjacent to Lot 12, and the north ½ of the vacated alley adjacent to said lots, containing 0.46 acres.

THENCE easterly 129 feet more or less along the north line of said Parcel 25271.0104 (coincident with the south line of said Section 22) to the northeast corner of said parcel, coincident with the northwest corner of a parcel (County Parcel number 25271.0107) bounded and described as follows:

Lots 1 through 6, Lots 9 through 10, Lots 13 through 24, Block 1, Argo and Lilly Addition and the vacated south ½ of Byron Street lying north of said lots, and the vacated north ½ of Burns Street lying south of said lots, and the vacated alley lying between said lots, excluding the north ½ vacated alley lying south of Lots 7, 8, 11 and 12 and the vacated east ½ of Central Avenue lying west of Lot 13, Block 1, containing 3.68 acres.

THENCE easterly 496 feet more or less along the north line and the north line extended of said Parcel 25271.0107 (coincident with the south line of said Section 22) to the northeast corner of said parcel, coincident with a point on the west right-of-way line of Assembly Road;

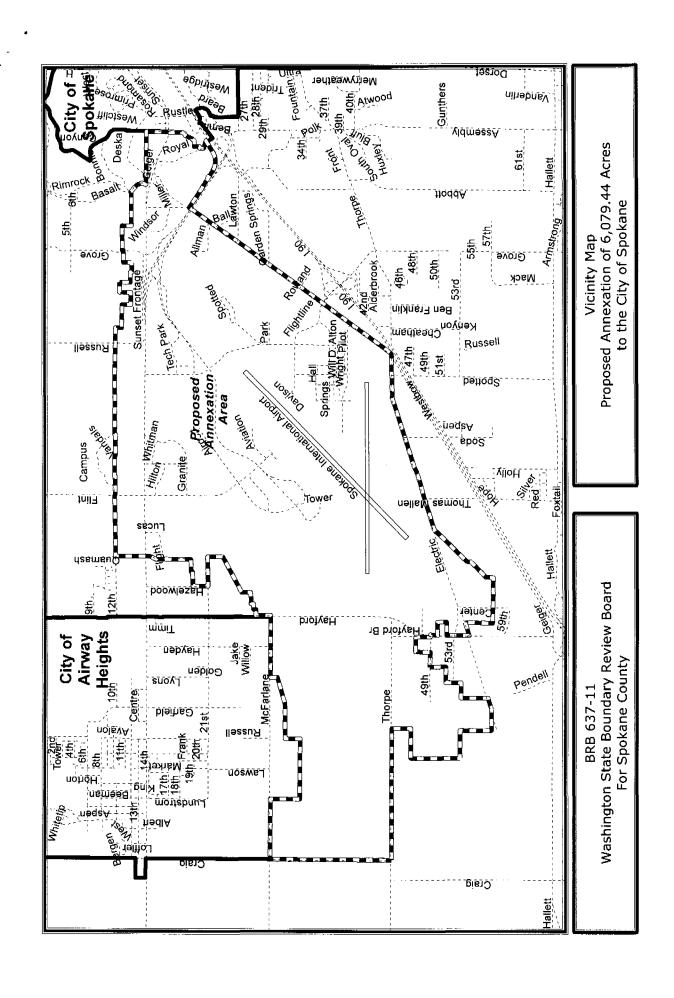
THENCE easterly 30 feet more or less along the north line extended of said Parcel 25271.0107 coincident with the south line of said Section 22 to the center of Assembly Road right-of-way (coincident with the west limit of the City of Spokane, and coincident with the northeast corner of Section 27, Township 25 North, Range 42 East, W.M.) and the TRUE POINT OF BEGINNING.

All properties situate in Spokane County, Washington.

in Brown, P.K.

I hereby acknowledge that the above property description is based on the full and true legal description for the West Plains annexation area, and I do certify that such description generally characterizes the boundary of said area.

Exhibit "C" Map of Annexation



WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SPOKANE COUNTY

CERTIFICATE OF EXPIRATION OF 45-DAY PERIOD

I hereby certify that more than 45 days have elapsed since the following described Notice of Intention was filed with the Washington State Boundary Review Board for Spokane County and that at no time during said period was a Request for Review filed with the Board. The proposed action is hereby deemed approved as provided in RCW 36.93.100.

FILE NO .:

BRB 637-11: Proposed Annexation of 9.6 Square Miles to

the City of Spokane (West Plains North)

INITIATOR(S):

City of Spokane

DATE FILED:

July 13, 2011

45-DAY REVIEW

PERIOD ENDS:

August 26, 2011

LEGAL DESCRIPTION: The following described lands situated in Spokane County, State of Washington, to wit: See Exhibit B in the City's Ordinance.

TIME LIMIT: The action proposed in this Notice of Intention must be officially consummated on or before August 26, 2014, or the approval, as defined in this document shall be null and void. (Boundary Review Board Rules of Practice and Procedure)

DATED at Spokane, Washington this twenty-ninth day of August, 2011.

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SPOKANE COUNTY

ATTEST:

James Peck, Chair

Susan M. Winchell, AICP

Boundary Review Board Director

SPOKANE Agenda Sheet	Date Rec'd	8/3/2018		
08/20/2018		Clerk's File #	ORD C35673	
		Renews #		
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #		
	ENFORCEMENT			
Contact Name/Phone	TIM SZAMBELAN 6225	Project #		
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG	Bid #		
	625-6225			
Agenda Item Type	First Reading Ordinance	Requisition #		
Agenda Item Name	0500 ORDINANCE RELATING TO ANIMAL CONTROL AND AMENDING SMC			
	10.03			

Agenda Wording

An ordinance relating to animal control and amending SMC Sections 10.03.033.

Summary (Background)

The City entered into a regional animal control program with Spokane County (SCRAPS) that was effective January 1, 2014. The dangerous dog declaration and registration remained in the Spokane Municipal Code. The proposed amendments are necessary for uniform administration of dangerous dog declarations and registrations in the City and the County.

Fiscal Ir	mpact	Grant i	related?	NO	Budget Account	
		Public	Works?	NO		
Neutral	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approvals				Council Notification	<u>s</u>	
Dept Head			KINDER,	DAWN	Study Session	
Division	Director		KINDER,	DAWN	<u>Other</u>	
<u>Finance</u>					Distribution List	
<u>Legal</u>			PICCOLC	, MIKE	Ikinnear@spokanecity.org	
For the M	<u>layor</u>		COTE, BI	RANDY	tszamblean@spokanecity.c	org
Additional Approvals		Isoffes@spokanecounty.org				
<u>Purchasi</u>	ng				rriedinger@spokanecity.or	g
CITY COL	UNCIL		MCCLAT	CHEY, BRIAN	kbecker@spokanecity.org	
FINANCE	& ADM	<u>IN</u>	PILGRIM	, NATHAN		
CITY ATT	ORNEY		PILGRIM	, NATHAN		

ORDINANCE NO. C35673

An ordinance relating to animal control and amending SMC sections 10.03.020, 10.03.033.

WHEREAS, the City entered into a regional animal control program with Spokane County that went into effect in January 1, 2014; and

WHEREAS, with the implementation of the regional animal control system certain changes to the current Spokane Municipal Code need to be amended to operate efficiently for all parties involved; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That section 10.03.020 of the Spokane Municipal Code is amended to read as follows:

Chapter 10.03 Offenses Involving Animals

Section 10.03.020 Dangerous Dog Declaration and Registration

- A. When an animal protection officer has probable cause, based upon the officer's records or investigation of an incident, to believe that a dog is a dangerous dog, the officer declares the dog to be a dangerous dog by the issuance of a dangerous dog declaration.
- B. Upon issuance of the dangerous dog declaration, the animal protection officer shall immediately confiscate the dog and place the dog in the animal control authority's custody pending final disposition. For the purposes of the City Code, "owner and keeper" has the same definition as the "owner, handler, or keeper as definition in SCC 5.04.020 (((17)) 20.
 - 1. The animal protection officer serves the owner or keeper of the dog with notice of the dangerous dog declaration either in person or by regular and certified mail, return receipt requested.
 - 2. Service, if by mail, shall be considered completed three (3) days after mailing of the notice.
 - 3. The notice shall state:
 - a. The person receiving the notice is the owner or keeper of a dangerous dog as defined in SCC 5.04.020 (9).
 - b. The breed, color, sex, and license number (if known) of the dog;
 - c. A copy of the records relied upon by the director that forms the basis for declaring the dog to be a dangerous dog; which records may be supplemented with additional information as it becomes available:
 - d. That receipt of the notice renders final the declaration of dangerous dog unless the owner or keeper of the dog submits a request for

- an administrative appeal hearing before the city hearing examiner in writing to the director on a form provided with the notice within fifteen (15) days of the receipt of the notice;
- e. If an appeal hearing is requested, such appeal will be held and adjudicated pursuant to the requirements set out in this chapter:
 - i. that at the hearing the records of the director and any supplementary material shall be admissible to prove the dog is a dangerous dog;
 - ii. that the owner or keeper of the dog may upon request require the officer compiling the record or alternatively an officer with personal knowledge of the record to be present at the hearing, unless such officer is unavailable;
 - iii. that the owner or keeper of the dog, and the director, may call witnesses, present evidence, examine witnesses present, and be represented by counsel at the hearing; and
 - iv. that the burden shall be on the director to establish by a preponderance of evidence that the dog is a dangerous dog.
- f. A statement that the dog is subject to registration and controls required by this chapter; and,
- g. An explanation of the owner's or keeper's rights and the proper procedure to appeal the declaration.
- C. No owner or keeper may keep a dangerous dog, except a dog currently used by law enforcement officers for police work, without a certificate of registration issued under this chapter. The certificate of registration must be acquired within fifteen days of service of the dangerous dog notice unless the owner or keeper has appealed the dangerous dog declaration pursuant to subsection (F) of this section.
- D. The animal control authority of the City issues a certificate of registration to the owner or keeper of a dangerous dog upon payment of the fee set forth in SMC 8.02.081 if the owner or keeper presents to the authority sufficient evidence of:
 - 1. A proper enclosure, approved by SCRAPS, to confine a dangerous dog; and,
 - 2. The posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property, and the conspicuous display of a sign with a warning symbol that informs children of the presence of a dangerous dog; and
 - ((\(\overline{\o

- to any person for personal injuries or property damage inflicted by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner or keeper's premises.
- ((3. A surety bond issued by a surety insurer qualified under chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least two hundred fifty thousand dollars, which provides for prior written notification to the animal control authority of cancellation or material change, payable to any person for personal injuries or property damage caused by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner's or keeper's premises; or))
- ((4. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW in the amount of at least two hundred fifty thousand dollars with a maximum five hundred dollar deductible and which provides for prior written notification to the animal control authority of cancellation or material change, insuring the owner or keeper for any personal injuries and property damage inflicted by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner's or keeper's premises; and,))
- 4. ((5.)) The owner or keeper of a dangerous dog shall furnish to SCRAPS a complete copy of the surety bond of insurance specified in this subsection and shall allow SCRAPS reasonable time to review the bond or policy to determine whether the surety bond or certificate of insurance is sufficient, prior to issuing the certificate of registration.
- <u>5</u> ((6.)) A permanent microchip implanted and the microchip shall be injected in accordance with policy established by SCRAPS and the owner or keeper will be charged a fee for the microchip; and,
- 6. ((7.)) The dangerous dog must be spayed/neutered at the owner's expense in order to complete the registration. Any impounded dangerous dog will be transported to SCRAPS to a veterinarian for spaying/neutering as part of the registration process or documentation demonstrating that the dangerous dog has been spayed or neutered prior to release; and,
- 7. ((8.)) A muzzle and leash approved by the animal control authority, as strength and fit, for the dangerous dog; and
- 8. In addition to the regular dog licensing fees set forth in section SCC 5.04.030, the owner of keeper of a dangerous dog shall pay an annual registration and inspection fee as prescribed in the department fee schedule. The registration will b valid for twelve (12) months.

- 9. Issuance of a dangerous dog registration or renewal thereof shall be conditioned on the registered owner allowing the Director to inspect the premises at any time to insure compliance with the provisions of this section.
- 10. The provisions of this section shall not apply to police dogs as defined in RCW 4.24.410
- 11. An owner or keeper of a dog declared, deemed or determined to be a dangerous dog shall be responsible for meeting and maintaining the requirements set forth in this section and section SMC 10.03.033 at all times and at their expense. A violation of conditions imposed under this section is a gross misdemeanor
- ((9.))12. Additional conditions determined by the animal control authority to be necessary to protect the public health, safety, and welfare.
- E. Appeal of Dangerous Dog Declaration.
 - 1. A dangerous dog declaration by the animal control authority may be appealed to the City's hearing examiner.
 - 2. An appeal must be filed with the hearing examiner's office within fifteen (15) days of service of the dangerous dog notice.
 - 3. An appeal does not proceed until the owner or keeper has complied with the requirements of SMC 10.03.050.
 - 4. At the appeal hearing, the records of the animal control director, or the director's designee, and any supplemental material shall be admissible to prove the dog is a dangerous dog. The owner or keeper of the dog may present evidence and examine witnesses present.
 - 5. It is the animal control agency's burden to provide the hearing examiner with evidence which establishes the dangerous dog determination by a preponderance of the evidence. The hearing examiner shall apply a preponderance of the evidence standard at the dangerous dog determination appeal. It is an affirmative defense that the owner must prove by a preponderance of the evidence that the person or domestic animal attacked or bitten by the owner's or keeper's dog provoked the owner's or keeper's dog without justification or excuse.
 - 6. The hearing examiner will provide upon request to an individual all rules and procedures applicable to the appeal.
 - 7. The hearing examiner either:
 - a. Affirms the decision of the animal control authority in issuing the dangerous dog declaration,
 - b. Dismisses the declaration, or
 - c. Reduces a dangerous dog declaration to a potentially dangerous dog declaration based upon the evidence presented during the appeal.

- 8. The hearing examiner's decision may be appealed to the Spokane County superior court within twenty (20) days from the date the decision is issued.
- F. If an owner or keeper fails to register the dog as a dangerous dog within fifteen (15) days of service of the animal control authority's notice, or of the hearing examiner's decision affirming the animal control authority's determination, and no restraining order has been served upon the animal control authority, the dog shall be euthanized.
- G. The animal control director may issue a provisional registration certificate where: (a) the dangerous dog declaration has been appealed, provided all the conditions of maintaining a dangerous dog have been met under this section with the exception of subsection ((P)) ((7)) requiring spay or/neuter; or (b) the owner is relocating the dangerous dog outside of the City and all conditions of this section have been met with the exception of subsection ((P)) (3-5) requiring a surety bond or insurance policy. Any provisional permit issued pursuant to this section shall expire fifteen (15) days following the decision on the appeal of the dangerous dog declaration. Any provisional permit issued under G (b) of this subsection shall be valid for the sole purpose of immediate transport and relocation of the dog from the shelter to a location outside of the City.
- H. Dogs deemed dangerous by other jurisdictions in the State of Washington will be subject to the same regulations as if they have been deemed dangerous in the City. Any owner or keeper of a dog deemed dangerous by jurisdictions outside the State of Washington relocating to the City, Spokane County Washington shall present the dog to SCRAPS within thirty 30 days of their arrival in Spokane to be evaluated by the Director or his/her designee on an individual basis to determine whether the dog should be deemed a dangerous dog, taking into account the criteria set forth in SCC 5.04.020 (((8))12).
- I. An owner or keeper of a dog previously deemed dangerous by the City or SCRAPS and subsequently relocated outside of the City, must register the dog pursuant to section (C) of this section prior to bringing the dangerous dog into the City; such dogs are prohibited from re-entering the City without prior written consent from SCRAPS and/or full registration.
- J. An owner or keeper of a dog declared dangerous shall be responsible for meeting and maintaining the requirements set forth in this section at all times. A violation of conditions imposed under this section is a gross misdemeanor.
- K. "Dangerous dog" means any dog that (a) inflicts severe injury or multiple bites on a human being without provocation on public or private property, (b) inflicts severe injury, multiple bites, or kills an animal without provocation while the dog is off the owner's or keeper's property, or (c) has previously been declared potentially dangerous pursuant to SMC 10.03.033, and after the owner or keeper received notice of such declaration the dog engages in behavior that meets the definition of "potentially dangerous dog" in subsection SCC 5.04.020 (((19)) 22); provided, a declaration of dangerous dog under part (c) of this subsection cannot become a final determination under SMC 10.03.020 unless and until the previous declaration of potentially dangerous dog has become final under this Code or a previous version of this Code. If two or more dogs jointly engage in any conduct described

in parts (a) or (b) of this subsection, thereby rendering proof of the individual dog that inflicted any particular injury difficult to ascertain, then regardless of the degree of participation by the individual dog(s), all such dogs shall be deemed dangerous dogs.

Section 2. That section 10.03.033 of the Spokane Municipal Code is amended to read as follows:

Section 10.03.033 Potentially Dangerous Dog Declaration

- A. When the director or his or her designee has sufficient <u>articulable</u> information to determine that a dog is a potentially dangerous dog as defined in SCC 5.04.020(19), the director or his or her designee shall declare the dog potentially dangerous and shall notify the owner or keeper of the dog in writing of such determination, either in person or by regular mail. Any notice or determination mailed pursuant to this section shall be deemed received by the party to whom it is addressed on the third day after it is placed in the mail, as set forth by declaration of the sender. The notice shall contain the following information:
 - 1. That the person receiving the notice is <u>identified as</u> the owner or keeper of a potentially dangerous dog as defined in SCC 5.04.020 (((19)) 20);
 - 2. The breed, color, sex, and license number (if known) of the dog;
 - 3. The facts upon which the declaration of potentially dangerous dog is based:
 - 4. That if there are future similar incidents with the dog, the dog could be declared a dangerous dog pursuant to SMC 10.03.020 and required to be registered as provided in SMC 10.03.020;
 - 5. That the owner or keeper must comply with restrictions set forth in the notice as a condition of continued ownership or keeping of the dog and that restrictions may include, but are not limited to, those ((which)) that may be imposed on the owner or keeper of a potentially dangerous dog pursuant to SCC 5.04.032 (((6)) 7);
 - 6. That the notice renders a final determination that the dog is a potentially dangerous dog, unless the owner or keeper of the dog requests an administrative review meeting in writing on a form provided with the notice within fifteen days of the receipt of the notice. For purposes of this section, if the notice is mailed, it shall be deemed received on the third day after the notice is placed in the mail.
 - 7. The administrative review meeting shall be informal, open to public view, and at the option of the director or designee, held telephonically and the administrative meeting officer shall be someone who did not participate in making the potentially dangerous dog determination.
 - 8. Following an administrative review meeting, the director or designee may affirm or reverse the original determination that the dog is potentially dangerous. If the determination is affirmed, the director may impose the same reasonable conditions as may be imposed on the owner or keeper of a potentially dangerous dog pursuant to SMC 10.03.033 C.

- 9. That pursuant to this section, a failure by the dog owner or keeper to request and attend an administrative review meeting with the animal control director or designee shall constitute a failure to exhaust all administrative remedies, and that such failure to exhaust all administrative remedies shall preclude any appeal of the administrative determination to the City hearing examiner.
- B. The notice of a potentially dangerous dog declaration constitutes a final determination that the dog constitutes a potentially dangerous dog, unless the owner or keeper requests an appeal hearing before the City hearing examiner within fifteen (15) days of service of the notice.
- C. In the event the owner or keeper requests an appeal hearing before the hearing examiner, the appeal hearing shall be held within thirty days of the request.
 - 1. The City Hearing Examiner's Office will notify the owner or keeper of the date, time and place of the hearing, as well as the right to present evidence as to why the dog should not be found potentially dangerous.
 - 2. The hearing examiner may affirm, reverse or modify the potentially dangerous dog declaration issued by the director. If the recommendation is to affirm the declaration, the hearing examiner shall recommend requirements listed below be imposed upon the owner or keeper as a condition of continued ownership or keeping of the dog. If the hearing examiner's decision is to modify the declaration, the examiner may determine that the dog be deemed potentially dangerous and that reasonable conditions be imposed on the owner or keeper as a condition of continued ownership or keeping of the dog. Reasonable conditions may include but are not limited to the following measures:
 - a. Erection of new or additional fencing to keep the dog within the confines of the owner's or keeper's premises.
 - b. Construction of a run consistent with the size of the dog within which the dog must be kept.
 - c. Keeping the dog on a leash adequate to control the dog or securely fastened to a secure object when left unattended.
 - d. Keeping the dog indoors at all times, except when on a leash adequate to control the dog and under the actual physical control of the owner or keeper or a competent person at least fifteen years of age.
 - e. Keeping the dog muzzled in a manner that will not cause injury to the dog or interfere with its vision or respiration, but will prevent it from biting any person or animal when outside a proper enclosure.
 - f. Spaying/neutering of the dog.
 - g. Microchip implanting of the dog for identification purposes.

The hearing examiner may alternatively recommend that the director be given the authority to establish the reasonable conditions from the measures listed above, or from revisions or additions to such measures that the director deems necessary to effectuate the purposes of this chapter.

- D. The City hearing examiner notifies, in writing, the owner or keeper of his decision within twenty (20) days of the hearing. The owner or keeper of the dog may appeal the City hearing examiner's decision on the potentially dangerous dog appeal within fifteen (15) days to the Spokane County superior court.
- E. Conditions imposed on a potentially dangerous dog under this section may be reviewed and modified at the discretion of the Director. Any modification of conditions must be supported by written findings and conclusions issued by the Director, which will become final and effective fifteen days (15) after notice to the owner or keeper of the dog unless appealed. The notice and appeal of any modification of conditions shall be only of the changed conditions and shall follow the notice and appeal procedures contained in the section.
- F. Dogs deemed potentially dangerous by other jurisdictions in the state of Washington shall be subject to the same regulations as if they have been deemed potentially dangerous in Spokane County and the owner or keeper shall present the dog to SCRAPS within thirty (30) days of their arrival in Spokane County in order to allow the Director to evaluate the dog on an individual basis and determine which restrictions authorized under this section to impose. Any owner or keeper of a dog deemed potentially dangerous by a jurisdiction outside of the state of Washington who is relocating to Spokane County shall present the dog to SCRAPS within thirty (30) days of their arrival in Spokane County in order to allow the Director to evaluate the dog on an individual basis and determine which restrictions authorized under this section to impose.
- G. ((E.))An owner or keeper of a potentially dangerous dog who violates any of the conditions imposed under this section shall be guilty of a misdemeanor as set forth in SCC 5.04.071(b) and (j).

PASSED by the City Council on		<u> </u>
	Council President	
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	
Mayor	Date	
	Effective Date	