

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, DECEMBER 3, 2018

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

**COUNCIL CHAMBERS
CITY HALL**

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

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Purchases by Fleet Operations of:

Approve

a. a Dump Truck from Kenworth Sales Company, Inc., (Spokane WA) for the Water Department using the Sourcewell Contract No. 081716-KTC—\$238,796.99 (incl. tax).

OPR 2018-0762

b. two additional HENKE Hi-Gates (Boots for graders) from Pape Machinery (Spokane, WA) for the Street Department—\$21,627.26 (incl. tax).

OPR 2018-0763

c. a Loader for \$97,038.89 (incl. tax) and a Skid Steer for \$62,530.72 (incl. tax) from Western States CAT, (Spokane, WA) for the Street Department using the Sourcewell Contract No. 032515-CAT. Total purchase amount: \$159,569.61

OPR 2018-0764

Micaela Martinez

- | | | |
|--|---------|------------------------------|
| 2. Purchases by the Innovation and Technology Services Division of: | Approve | |
| a. PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for various departments utilizing Washington State Contract #05815-003/MNWNC-108 from January 1, 2019, through December 31, 2019—\$550,000 (plus tax and shipping). | | OPR 2018-0765 |
| b. technology equipment (hardware and software) from CDW Government (Vernon Hills, IL) for various departments utilizing various contracts from January 1, 2019, through December 31, 2019—\$175,000 (plus tax and shipping) utilizing various budget accounts. | | OPR 2018-0766 |
| c. server-related equipment from Lenovo, Inc., utilizing Washington State Contract #05815-021/MNWNC-135 from January 1, 2019, through December 31, 2019—\$100,000 (plus tax and shipping). | | OPR 2018-0767 |
| d. software products, including maintenance and support subscription/upgrades, from Software House International (SHI) for various City Departments utilizing various contracts from January 1, 2019, through December 31, 2019—\$125,000 (plus tax and shipping) (utilizing various budget accounts). (Microsoft est. \$90,751.50; Adobe est. \$35,743.71; and DLT Est. \$40,306.92.) | | OPR 2018-0768 |
| Michael Sloon | | |
| 3. Extension of Project Management Professional Services Contract with Nuvodia, LLC. (Spokane, WA) from January 1, 2019, through December 31, 2019—\$431,936 (incl. tax). | Approve | OPR 2017-0267 |
| Michael Sloon | | |
| 4. Contract Renewal with Northwest Vital Records Center Inc, (Spokane, WA) for off-site storage and retrieval services for various City departments from January 1, 2019, through December 31, 2019—estimated costs \$52,000. | Approve | OPR 2015-1063
RFP 4183-15 |
| Laurie Farnsworth | | |
| 5. Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for the construction of emergency bypass for Clarke Avenue Lift Station sewer force-main—\$97,506.56. Mike Coster | Approve | OPR 2018-0769 |

- | | | |
|--|-----------------------------------|------------------------------|
| 6. Memorandum of Understanding with Spokane County for the City to provide regional waste reduction and recycling outreach and education.
David Paine | Approve | OPR 2018-0770 |
| 7. Contract Amendments for the Waste-to-Energy Facility with: | Approve | |
| a. Konecranes, Inc., (Spokane Valley, WA) for quarterly crane/hoist/trolley and lifeline preventative maintenance, inspections and service from January 1, 2018, to December 31, 2018—increase of \$20,000 (incl. tax). | | OPR 2015-0092
BID 4075-14 |
| b. Safway Services, LLC, (Spokane Valley, WA) for various scaffolding services from April 1, 2018, through March 31, 2019—increase of \$120,000 (plus tax). | | OPR 2017-0155
BID 4308-16 |
| c. Zampell Refractories, Inc., (Newburyport, MA) for refractory installation and sandblasting services from January 1, 2018, through December 31, 2018—increase of \$175,000 (incl. tax). | | OPR 2015-0097
BID 4069-14 |
| d. 5 Star Testing, Inc., (Brush Prairie, WA) to provide ultrasonic testing services for the Waste to Energy Facility from October 30, 2017, through October 29, 2019—increase of \$60,000 (incl. tax). | | OPR 2017-0660
RFP 4390-17 |
| David Paine | | |
| 8. 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 |
| 9. 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)

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

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 C35711 Street Fund
FROM: Various Accounts, \$2,962,148;
TO: Various Accounts, same amount.

(This action recognizes additional revenues to the Street Department from REET and interfund billings from TBD and Levy funded projects as well as adding budget capacity for the Residential Grind overlay projects.)

Gary Kaesemeyer

ORD C35712 Transportation Benefit District Fund
FROM: Undesignated Reserves, \$950,000;
TO: Various Accounts, same amount.

(This action increases the budget for the Residential Crack Seal and Residential Grind overlay projects.)

Scott Simmons

ORD C35713 Fleet Services Fund
FROM: IF Revenue, \$1,3110,000;
TO: Various Accounts, same amount.

(This action budgets for the increase in costs and repairs for the City's fleet as well as various operating expenses that have not been budgeted at current operating levels.)

Scott Simmons

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C35714 An Ordinance of the City of Spokane, Washington, providing for the issuance and sale of Unlimited Tax General Obligation Bonds of the City in the principal amount of not to exceed \$77,000,000 to provide funds to finance capital improvements to the Spokane Public Library facilities and collections; providing for the annual levy of taxes to pay the principal of and interest on the bonds, as authorized by a resolution of the Council and approved by the qualified electors of the City at a special

election held on November 6, 2018; authorizing preliminary and final official statements; delegating authority to the designated representative to determine the final principal amount, interest rates, principal maturities and other terms of the bonds, and providing for the sale of such bonds under the conditions set forth herein, and declaring an emergency.

Gavin Cooley

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0097 Assessment Segregation for Haven Street from Vacated Riverside
ENG 2010165 Avenue to Olive Avenue; Olive Avenue from Haven Street to Fiske
Street; Fiske Street from Olive Avenue to Alki Avenue (Playfair LID).
(East Central Neighborhood Council)
Dan Buller
- RES 2018-0098 Providing for the meeting times for the City Council Joint meetings
with the Community Assembly.
Council President Stuckart
- RES 2018-0099 Approving the Spokane Employees' Retirement System (SERS)
Board's change in the employee and employer contribution rates in
accordance with Spokane Municipal Code 4.14.070.
Phillip Tencick
- RES 2018-0100 Setting Hearing before City Council for January 14, 2019, for the
vacation of the east 15 feet of N. South Riverton, as requested by
Michael Kuhn and Douglass Spruance.
Eldon Brown
- ORD C35695 (To be considered under Hearings Item H2.b.)
- ORD C35707 Amending the composition of the Community, Housing, and Human
Services Board.
Council Member Stratton

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35709 Amending Ordinance C35011 vacating the alley between 6th and 7th
Avenue from McClellan Street and Browne Street.
Eldon Brown
- ORD C35710 Regarding for-hire vehicle regulations; repealing chapter 10.34;
enacting a new Chapter 10.34A; amending sections 08.02.0210; and
enacting a new Section 07.08.153 and new Chapter 12.11 of the
Spokane Municipal Code.
Council Member Fagan

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----|--|--------------------------------------|---------------|
| H1. | Continuation of hearing for review of the 2019 Proposed Budget. (Continued from November 26, 2018). | Hold Hrg. & Then Cont. to 12/10/2018 | FIN 2018-0001 |
| H2. | a. Continuation of Hearing on Citywide Capital Improvement Program 2019-2024 (continued from November 19, 2018, Agenda). | Hold Hrg. & Then Close Hrg. | |
| | b. Final Reading Ordinance C35695 adopting a Six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan. (Deferred from November 19, 2018 Agenda.) | Pass Upon Roll Call Vote | ORD C35695 |

Motion to Approve Advance Agenda for December 3, 2018
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The December 3, 2018, Regular Legislative Session of the City Council is adjourned to December 10, 2018.

NOTES



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2018-0762
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	DR1272

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	MICAELA 625-7823 MARTINEZ
Contact E-Mail	MMARTINEZ@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF A DUMP TRUCK

Agenda Wording

Fleet Services would like to purchase a Dump Truck for the Water Department. The Dump Truck will be purchased using the Sourcewell Contract No. 081716-KTC for \$238,796.99 including tax from Kenworth Sales Company, Inc., Spokane WA.

Summary (Background)

The Dump Truck will replace a vehicle that has reached the end of its economic life. We recommend approval for the purchase of a Dump Truck for the Water Department. Funding for this purchase is included in the Water Department Budget.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Expense	\$ \$238,796.99	#	4100-42490-94000-56404-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	11/19/2018
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sjohnson, tprince, sriggs, mmartinez	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase Dump Truck for the Water Department
Date:	November 19, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Dump Truck for the Water Department. The Dump Truck will be purchased using the Sourcwell Contract No. 081716-KTC for \$238,796.99 including tax from Kenworth Sales Company, Inc., Spokane WA.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Dump Truck will replace a vehicle that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of a Dump Truck for the Water Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Water Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

KENWORTH SALES COMPANY -- SALES ORDER

6420 E. BROADWAY AVE., SPOKANE, WA 99212

Phone: (800) 927-8789

Fax: (509) 321-8507 or (509) 321-8508


Kenworth
 SALES COMPANY, INC

SOLD TO: FLEET SERVICES DEPT. CITY OF SPOKANE 915 N NELSON ST SPOKANE, WA 99202 STEVE RIGGS/ THEA PRINCE 509-625-6403				DBA. INC. LLC.	NEW <input type="checkbox"/> Date: 11/7/2018 Expected Delivery Date: MAY 2018 Out of State Delivery: NO Salesman: SHANE PETERSEN			
NEW/USED	QTY.	YEAR	MAKE	MODEL	SERIAL NUMBER	TOTAL PRICE		
NEW	1	2020	KW	T800	354707	\$142,746.00		
CASH <input type="checkbox"/> FINANCE <input type="checkbox"/> OUTSIDE FINANCE <input type="checkbox"/>				TOTAL PRICE BEFORE FET \$142,746.00 FET EXEMPT <input type="checkbox"/>				
OUTSIDE LIENHOLDER'S INFORMATION				UTILITY BODY \$76,133.00 RESALE <input type="checkbox"/>				
Lien Holder:				WARRANTY: \$0.00 IRP EXEMPT <input type="checkbox"/>				
Address:				F.E.T.: EXEMPT				
Contact Name:				SALES TAX 9.1% SPOKANE \$19,917.99				
Phone#:				MC#:				
Titling Instructions Provided <input type="checkbox"/>				TOTAL SELL PRICE: \$238,796.99				
TRADE INFORMATION				TRADE ALLOWANCE: \$0.00				
VIN#								
MAKE		MODEL		YR				
TRADE IN AMOUNT APPROVED				PAY-OFF DUE: \$0.00				
PAYOFF				USED TRUCK APPRAISAL <input type="checkbox"/>				
				NET TRADE ALLOWANCE: \$0.00				
				SUBTOTAL BEFORE TAX \$238,796.99				
				SUBTOTAL FOR TOTAL QTY: \$238,796.99				
				DP/DEPOSIT \$0.00				
				BALANCE DUE: \$238,796.99				
ADDITIONAL INFORMATION:								
CHASSIS IS BUILT 12/17/18 UTILITY IS 4-5 MONTHS FOR FINAL DELIVERY FROM RECEIPT OF CHASSIS								
PRICING IS PER 2018 NJPA CONTRACT # 081716-KTC								
Disclaimer of Warranties Buyer hereby accepts the Vehicle(s) sold "AS IS", WITH ALL FAULTS; and without any express or implied warranties as to description, quality, merchantability or fitness for any particular purpose. Seller is not responsible for the proper use and service of the Vehicle(s) and Buyer agrees to pay any and all taxes, charges and fees relating to the sale, assignment, and transfer evidenced hereby. No other representations are authorized unless made in writing and signed by a Corporate Officer of Kenworth Sales. All quotes are valid for 30 days.								
CUSTOMER'S SIGNATURE				DATE		SALES PERSON'S SIGNATURE		
						DATE		
MANAGER'S SIGNATURE				DATE				



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2018-0763
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	DO526907

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	MICAELA 625-7823 MARTINEZ
Contact E-Mail	MMARTINEZ@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 PURCHASE OF HI-GATES

Agenda Wording

Fleet Services would like to purchase two (2) additional HENKE Hi-Gates (Boots for graders) for the Street Department for \$21,627.26 incl. tax. RFQs were sent to 4 companies. 4 responses were received with Pape Machinery of Spokane being lowest quote

Summary (Background)

The Hi-Gates will assist the Street Department in the efficiency of City snow removal. We recommend approval for the purchase of two (2) Henke Hi-Gates. Funding for this purchase is included in the Street Department replacement fund.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ \$21627.26	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u> 11/19/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, NATHANIEL	gkaesemeyer, ceharris, mmartinez
<u>For the Mayor</u>	ORMSBY, MICHAEL	tprince, sriggs
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase two (2) Henke Hi-Gates for the Street Department
Date:	November 19, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase two (2) additional HENKE Hi-Gates (Boots for graders) for the Street Department for \$21,627.26 including tax. Request for Quotes were sent to four companies. Four responses were received with Pape Machinery of Spokane, WA being the lowest bidder	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Hi-Gates will assist the Street Department in the efficiency of City snow removal. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of two (2) Henke Hi-Gates. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Street Department replacement fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



CITY OF SPOKANE - FLEET SERVICES

915 N Nelson St.

Spokane, Washington 99202

PHONE: 509.368.1476

QUOTE TABULATION

Description	HENKE Hi-Gate for Grader Moldboards				
Distribution	4	Responses Received From:			4
	Western States CAT	PAPE Machinery	PacWest Machinery	HENKE Manufacturing Corporation	
Five (5) HENKE Hi-Gate for Grader Moldboards	\$ 59,295.00	\$ 49,695.00	\$ 56,330.00	\$ 49,970.00	
Subtotal	\$ 59,295.00	\$ 49,695.00	\$ 56,330.00	\$ 49,970.00	
Sales Tax (8.8%)	\$ 5,217.96	\$ 4,373.16	\$ 4,957.04	\$ 4,397.36	
Quote Total	\$ 64,512.96	\$ 54,068.16	\$ 61,287.04	\$ 54,367.36	

PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Quote Id: 17124001

Prepared For:
CITY OF SPOKANE FLEET SERVICES



MACHINERY

Prepared By: **REESE DICKINSON**

Pape Machinery, Inc.
W 6210 Rowand Road
Spokane, WA 99224

Tel: 509-838-5252
Mobile Phone: 509-995-9858
Fax: 509-558-2485
Email: rdickinson@papemachinery.com

Quote Summary**Prepared For:**

CITY OF SPOKANE FLEET SERVICES
915 N Nelson St
Spokane, WA 99202
Business: 509-232-8810

Prepared By:

REESE DICKINSON
Pape Machinery, Inc.
W 6210 Rowand Road
Spokane, WA 99224
Phone: 509-838-5252
Mobile: 509-995-9858
rdickinson@papemachinery.com

Quote Id: 17124001
Created On: 06 April 2018
Last Modified On: 07 November 2018
Expiration Date: 30 November 2018

Equipment Summary	Selling Price	Qty	Extended
2018 HENKE Hi-Gate	\$ 9,939.00 X	1 =	\$ 9,939.00
2018 HENKE Hi-Gate	\$ 9,939.00 X	1 =	\$ 9,939.00
Equipment Total			\$ 19,878.00

Quote Summary

Equipment Total	\$ 19,878.00
SubTotal	\$ 19,878.00
Sales Tax - (8.80%)	\$ 1,749.26
Total	\$ 21,627.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,627.26

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 17124001

Customer: CITY OF SPOKANE FLEET SERVICES

2018 HENKE Hi-Gate

Hours: 0

Stock Number:

Code	Description	Qty
041397	Grader moldboard gate	1

2018 HENKE Hi-Gate

Hours: 0

Stock Number:

Code	Description	Qty
041397	Grader moldboard gate	1

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2018-0764
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	DO526906

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	MICAELA 625-7823 MARTINEZ
Contact E-Mail	MMARTINEZ@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 PURCHASE OF SKID STEER & LOADER

Agenda Wording

Fleet Services would like to purchase a Loader for \$97,038.89 incl. tax & a Skid Steer for \$62,530.72 incl. tax for the Street Department using the Sourcewell Contract No. 032515-CAT. Equipment will be purchased from Western States CAT, Spokane, WA.

Summary (Background)

The Loader and Skid Steer will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a Loader and Skid Steer for the Street Department. Funding for these purchase is included in the Replacement Fund.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ \$159,569.61	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u> 11/19/2018
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	gkaesemeyer, sriggs, tprince
<u>For the Mayor</u>	ORMSBY, MICHAEL	ceharris, mmartinez
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase Loader for the Street Department
Date:	November 19, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Loader for the Street Department. The Loader will be purchased using the Sourcewell Contract No. 032515-CAT for \$97,038.89 including tax, from Western States CAT, Spokane, WA.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Loader will replace a piece of equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of a Loader for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Replacement Fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase Skid Steer for the Street Department
Date:	November 19, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Skid Steer for the Street Department. The Skid Steer will be purchased using the Sourcewell Contract No. 032515-CAT for \$62,530.72 including tax, from Western States CAT, Spokane, WA.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Skid Steer will replace a piece of equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of a Skid Steer for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Replacement Fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Spokane
4625 E Trent Ave Spokane, WA 99212
509.535.1744

SOLD TO:
City Of Spokane - Fleet Services
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SHIP TO:
Office
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SALES AGREEMENT

AGREEMENT: Q000117108-1
AGREEMENT DATE: 10/25/2018
AGREEMENT EXPIRES: 11/24/2018
WAREHOUSE: Spokane Machine Sales
CUSTOMER NO.: 8202482
CUSTOMER PO:
SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
2018 Caterpillar 906M Compact Wheel Loaders S/N: H6603212 SMU: 3 hrs ID:E0036791	\$89,190.16
● Caterpillar 74" GP BKT 1.2CYD 906 M/H S/N: A417BBK21159 ID: E0032908	
● Caterpillar SNOW BLOWER SR321, 85" HF SSL S/N: SWX00841 ID: E0031357	
● Delivery Freight	
● New Warranty - 12 mo 8,760 hrs - PREMIER	

Notes	Before Tax Balance	\$89,190.16
	Sales Tax	\$7,848.73
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$97,038.89

Western States Equipment	City Of Spokane - Fleet Services
Order Received by _____	Approved and Accepted by _____
Title <u>Salesman</u> _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000117108-1

EQUIPMENT DETAILS

4379005 906M WHEEL LOADER S3B CERT
2739577 AIR INTAKE, STANDARD
3131722 LIGHTS, ROADING RH DRIVE DIP
3453556 HEATER, ENGINE COOLANT, 120V
4333258 SECURITY SYSTEM, NONE
4379056 SOUND SUPPRESSION, STANDARD
4379092 JOYSTICK,E/H,TANDEM VALVE
4381876 CAB, DELUXE, SINGLE BRAKE
4479417 FAN, COOLING, ON DEMAND
4520773 CPLR, VERT, HI FLOW
4542909 ANTIFREEZE, -36C (-32F)
5096603 PRODUCT LINK, CELLULAR, PL641
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P9002 LANE 2 ORDER
0P0199
4240434 SNOW BLOWER, SR321,

2368015 SEAT BELT, RETRACTABLE 3"
3080189 VALVE, DRAIN, ECO
3321834 TIRES, 340/80 R18,FS,DURAFORCE
4233083 ALARM, BACK UP
4379054 ENGINE, 55KW, C3.3B, T4F, HRC
4379068 TRANS 22 MPH DIFF LOCK E/H
4379132 AIR CONDITIONER, AND HEATER
4470746 FEATURE PACKAGE, LOAD/ROAD
4489539 LIGHTS, CAB, WORKING HALOGEN
4542908 HYDRAULIC OIL, STANDARD
4620852 INSTRUCTIONS, ANSI
5397204 SEAT, DELUXE
0G3150 PACK, ROLL ON/ROLL OFF BY SEA
0G3273 RUST PREVENTATIVE APPLICATOR
2849279 BUCKET - GP 1.2 YD3

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



**STANDARD WARRANTY AND APPLICATION FOR
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
New Warranty - 12 mo 8,760 hrs & PREMIER				
OWNER's NAME City Of Spokane - Fleet Services			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769				
EXTENDED WARRANTY COVERAGE				
MODEL 906M	PRODUCT DESCRIPTION 906M Compact Wheel	HOURL METER 3	SERIAL NUMBER H6603212	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF
ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	906M	H6603212	3		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P 74" GP BKT 1.2CYD 906 M/H	Mfr. & Model or Part No. Fabricante y Modelo o N/P SNOW BLOWER SR321, 85" HF SSL	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S A417BBK21159	Serial No. N/S SWX00841	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Spokane - Fleet Services

Dirección postal completa Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769

Country
país USA

Delivery service on this machine has been completed, including the following items. Check ☒ when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ☒ cada punto que complete.

- | | |
|---|---|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos. | <input type="checkbox"/> 4. All items on Delivery Check-list have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante
del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



Spokane
4625 E Trent Ave Spokane, WA 99212
509.535.1744

SOLD TO:
City Of Spokane - Fleet Services
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SHIP TO:
Office
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SALES AGREEMENT

AGREEMENT: Q000117493-1
AGREEMENT DATE: 10/29/2018
AGREEMENT EXPIRES: 11/28/2018
WAREHOUSE: Spokane Machine Sales
CUSTOMER NO.: 8202482
CUSTOMER PO:
SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
2019 Caterpillar 262D Skid Steer Loader S/N: DTB09794 ID:E0040169	\$57,473.09
● Caterpillar SNOW BLOWER SR321, 85" HF SSL S/N: SWX00841 ID: E0031357	
● Caterpillar 78" GP BKT .62CYD SSL S/N: A4165BK20983 ID: E0004843	
● Delivery Freight	
● New Warranty - 24 mo 2,000 hrs - PREMIER	

Notes	Before Tax Balance	\$57,473.09
	Sales Tax	\$5,057.63
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$62,530.72

Western States Equipment	City Of Spokane - Fleet Services
Order Received by _____	Approved and Accepted by _____
Title <u>Salesman</u> Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000117493-1

EQUIPMENT DETAILS

3455262 262D SSL TIER 4 FINAL HRC
2584096 SEAT BELT, 3"
3454919 ROPS, ENCLOSED WITH A/C (C3)
3455148 COUNTERWEIGHT,MACHINE,EXTERNAL
3456180 RADIO, AM/FM, BLUETOOTH
3456359 SEAT,AIR SUSPENSION,CLOTH,HEAT
4169265 DISPLAY, ADVANCED, LCD, CAMERA
4223445 FILM, RIDE CONTROL, ANSI
4414819 PRODUCT LINK, CELLULAR PL641
4813908 BATTERY, XTRA HVY DUTY, DISC
4866957 FAN, COOLING, DEMAND
5158591 QUICK COUPLER, HYDRAULIC
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P9003 LANE 3 ORDER
0P0096

2520346 TIRES, 12X16.5 CAT 14PR XD
3453556 HEATER, ENGINE COOLANT, 120V
3454929 TWO SPEED WITH RIDE CONTROL
3455234 RETURN TO DIG/WRKTL POSITIONER
3456240 DOOR, CAB, GLASS
3888147 INSTRUCTIONS, ANSI, USA
4210340 CONVERSION ARRANGEMENT
4359238 FILM, SELF LEVEL, ANSI
4680737 PACKAGE, PERFORMANCE, (H3)
4850415 CONTROL, ISO, PROP, WT
4951672 LIGHTS, HALOGEN
5631163 CERTIFICATION ARR, P65
0P0210 PACK, DOMESTIC TRUCK
4240434 SNOW BLOWER, SR321,
2795377 BUCKET-GP, BOCE 78"

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Spokane - Fleet Services			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769				
EXTENDED WARRANTY COVERAGE New Warranty - 24 mo 2,000 hrs & PREMIER				
MODEL 262D	PRODUCT DESCRIPTION 262D Skid Steer Loader	HOURLY METER 0	SERIAL NUMBER DTB09794	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE :

DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE :

DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF
ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	262D	DTB09794	0		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
SNOW BLOWER SR321, 85" HF SSL	78" GP BKT .62CYD SSL		
Serial No. N/S SWX00841	Serial No. N/S A4165BK20983	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Spokane - Fleet Services

Dirección postal completa Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769

Country
país USA

Delivery service on this machine has been completed, including the following items. Check ☒ when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ☒ cada punto que complete.

- | | |
|---|---|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos. | <input type="checkbox"/> 4. All items on Delivery Check-list have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante
del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



Caterpillar, Inc.

New & Used Construction & Paving Equipment, Parts & Rental

#032515-CAT

Maturity Date: 05/19/2020

Products & Services 

Products & Services

Sourcewell contract 032515-CAT gives access to the following types of goods and services:

- Motor Graders
- Backhoe Loaders
- Wheel Loaders
- Skid Steer Loaders, Multi-Terrain Loaders, Compact Track Loaders
- Dozers & Track Loaders
- Track Excavators, Wheel Excavators & Material Handlers
- Landfill Equipment
- Articulated Trucks, Rigid Frame Trucks & Wheel Tractor Scrapers
- Telehandlers

- Pavers, Compactors, Cold Planers & Reclaimers
- Work Tools & Attachments
- Used Equipment, Rentals, Parts & Service

Become a Member

Simply complete the [online application](#) or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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

12/03/2018

Date Rec'd

11/20/2018

Clerk's File #

OPR 2018-0765

Renews #**Cross Ref #**

OPR 2017-0813

Submitting Dept

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

VB MASTER

Agenda Item Name

5300- DELL 2019 VALUE BLANKET

Agenda Wording

Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) utilizing Washington State Contract #05815-003/MNWNC-108 from January 1, 2019, through December 31, 2019.

Summary (Background)

The City of Spokane currently utilizes Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for PC, laptop, and mobile data hardware equipment purchases for various departments. The purpose of the new equipment is for efficiencies, improved service, high speed connectivity, future capacity, and aligns with the City of Spokane's standard for PC, laptop, and mobile data equipment and deployment. The City of Spokane Innovation and Technology Services Division has utilized

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 550,000.00 PLUS TAX AND SHIPPING # VARIOUS ACCOUNTS

Select \$ #

Select \$ #

Select \$ #

Approvals**Council Notifications****Dept Head**

SLOON, MICHAEL

Study Session

11/19/18 Sustainable

Division Director

FINCH, ERIC

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - mdoval@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Brandon.Fry@dell.com

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Dell Marketing L.P. (Dell Financial, L.L.C.) Value Blanket
Date:	November 19, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket
Strategic Initiative:	Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) utilizing Washington State Contract #05815-003/MNWNC-108 from January 1, 2019, through December 31, 2019.
Background/History: The City of Spokane currently utilizes Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for PC, laptop, and mobile data hardware equipment purchases for various departments. The purpose of the new equipment is for efficiencies, improved service, high speed connectivity, future capacity, and aligns with the City of Spokane's standard for PC, laptop, and mobile data equipment and deployment. The City of Spokane Innovation and Technology Services Division has utilized Washington State Contract #05815-003/MNWNC-108 for its selection of Dell Marketing L.P. (Dell Financial, L.L.C.).	
Executive Summary: <ul style="list-style-type: none"> January 1, 2019, through December 31, 2019. Requesting \$550,000.00, plus tax and shipping. Current 2018 - \$500,000.00, plus tax and shipping. Utilizing various budget accounts. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/03/2018

Date Rec'd	11/20/2018
Clerk's File #	OPR 2018-0766
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	OPR 2017-0814
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VB MASTER
Agenda Item Name	5300 - CDW GOVERNMENT (CDW-G) 2019 VALUE BLANKET		

Agenda Wording

Approval to purchase technology equipment (hardware and software) from CDW Government, utilizing various contracts from January 1, 2019, through December 31, 2019. Requesting \$175,000, plus tax and shipping, utilizing various budget accounts.

Summary (Background)

The City of Spokane currently utilizes CDW-G for hardware & software purchases for various departments. The City of Spokane Innovation & Technology Services Division has utilized the King County Directors' Association (KCDA) Agreement #AEPA 018-A for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing: HP products through National IPA CO-OP Contract #R160203; Panasonic NVP computer equipment through WA State Contract #05815-011 MNWNC-124);

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

Expense	\$ 175,000.00 PLUS TAX AND SHIPPING	# VARIOUS ACCOUNTS
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FINCH, ERIC	<u>Study Session</u>	11/19/18 Sustainable
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	FLEIGER, NATHAN	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		maudixo@cdwg.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

various hardware/software through GSA Federal Contract #GS-35F-0195J. Current 2018 - \$108,800.00, plus an additional \$40,000.00 requested to meet city wide needs.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	CDW Government (CDW-G) Value Blanket
Date:	November 19, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket
Strategic Initiative:	Approval to purchase technology equipment from CDW Government (Vernon Hills, IL) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL), utilizing various contracts from January 1, 2019, through December 31, 2019.
Background/History: The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the King County Directors' Association (KCDA) Agreement #AEPA 018-A for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing: HP products through National IPA CO-OP Contract #R160203; Panasonic NVP computer equipment through WA State Contract #05815-011 (MNWNC-124); various hardware/software through GSA Federal Contract #GS-35F-0195J.	
Executive Summary: <ul style="list-style-type: none"> January 1, 2019, through December 31, 2019. Requesting \$175,000.00, plus tax and shipping. Current 2018 - \$108,800.00 plus an additional \$40,000.00 requested to meet city wide needs. Utilizing various budget accounts. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/03/2018

Date Rec'd	11/20/2018
Clerk's File #	OPR 2018-0767
Renews #	
Cross Ref #	OPR 2017-0810
Project #	
Bid #	
Requisition #	VB MASTER

Submitting Dept	INNOVATION & TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5300 - LENOVO 2019 VALUE BLANKET

Agenda Wording

Approval to purchase server-related equipment from Lenovo, Inc., utilizing Washington State Contract #05815-021/MNWNC-135 from January 1, 2019, through December 31, 2019. Requesting \$100,000.00, plus tax and shipping.

Summary (Background)

Acquisition is needed to replace End of Service (EOS) servers and to purchase new servers compatible with our application requirements, server management tools, and server virtualization standards as needed during the upcoming year. The City of Spokane Innovation and Technology Division has utilized WA State Contract #05815-021/MNWNC-135 for its selection of Lenovo, Inc. Current 2018 - \$80,000.00, plus tax and shipping.

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

Expense	\$ 100,000.00 PLUS TAX AND SHIPPING	# VARIOUS ACCOUNTS
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	11/19/18 SUSTAINABLE
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		jsweeney@lenovo.com	

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Lenovo, Inc., Value Blanket
Date:	November 19, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket
Strategic Initiative:	Approval to purchase server-related equipment from Lenovo, Inc., without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase server-related equipment from Lenovo, Inc., utilizing Washington State Contract #05815-021/MNWNC-135 from January 1, 2019, through December 31, 2019.
Background/History: Acquisition is needed to replace End of Service (EOS) servers and to purchase new servers compatible with our application requirements, server management tools, and server virtualization standards as needed during the upcoming year. The City of Spokane Innovation and Technology Division has utilized WA State Contract #05815-021/MNWNC-135 for its selection of Lenovo, Inc.	
Executive Summary: <ul style="list-style-type: none"> January 1, 2019, through December 31, 2019. Requesting \$100,000.00, plus tax and shipping. Current 2018 - \$80,000.00, plus tax and shipping. Utilizing various budget accounts. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/03/2018

Date Rec'd	11/20/2018
Clerk's File #	OPR 2018-0768
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	OPR 2017-0811
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VB MASTER
Agenda Item Name	5300 -WA STATE DES (SOFTWARE HOUSE INTERNATIONAL)		

Agenda Wording

Approval to purchase software products, including Maintenance & Support Subscription/Upgrades from Software House International (SHI) for various City Departments, utilizing various contracts,

Summary (Background)

Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Software House International Corp. for purchases with Microsoft & Adobe, utilizing Master Agreement No. ADSP016-130651, Washington State Master Contract No. 06016.

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

Expense	\$ 125,000.00 PLUS TAX AND SHIPPING	# VARIOUS ACCOUNTS
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FINCH, ERIC	<u>Study Session</u>	11/19/18 SUSTAINABLE
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	FLEIGER, NATHAN	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Ben_Callahan@SHI.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. January 1, 2019, through December 31, 2019. Requesting \$125,000.00, plus tax and shipping. Current 2018 - \$145,000.00, plus tax and shipping. Microsoft Est. \$90,751.50; Adobe Est \$35,743.71; DLT Est. \$40,306.92. Utilizing various budget accounts.

Summary (Background)

(DLT is no longer on the WA State DES Contract and will no longer be on a Value Blanket.)

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

Distribution List

mike.dombrowsky@des.wa.gov	

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Washington State Department of Enterprise Services (DES) (Olympia, WA) Value Blanket
Date:	November 19, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket
Strategic Initiative:	Approval to purchase software products through Washington State DES from Software House International (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase software products, including Maintenance and Support Subscription/Upgrades from Software House International (SHI) for various City Departments, utilizing various contracts from January 1, 2019, through December 31, 2019.
Background/History: Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Software House International Corp. for purchases with Microsoft & Adobe, utilizing Master Agreement No. ADSP016-130651, Washington State Master Contract No. 06016. (DLT is no longer on the WA State DES Contract and will no longer be on a Value Blanket.)	
Executive Summary: <ul style="list-style-type: none"> January 1, 2019, through December 31, 2019. Requesting \$125,000.00, plus tax and shipping. Current 2018 - \$145,000.00, plus tax and shipping. Microsoft Est. \$90,751.50; Adobe Est. \$35,743.71; DLT Est. \$40,306.92. Utilizing various budget accounts. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2017-0267
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	TBD 2019 FUNDS

Submitting Dept	INNOVATION & TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 NUVODIA 2019 EXTENSION

Agenda Wording

Authorization for Extension of Project Management Professional Services Contract #OPR2017-0267 with Nuvodia, LLC. (Spokane, WA). Contract term: January 1, 2019 through December 31, 2019. Additional contract amount: \$431,936.00 including tax.

Summary (Background)

Professional Services are needed to support: 1)Continued development of City department disaster response action plans and, Implementation of the CStar replacement Utility billing solution (UIS).

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

Expense	\$ 431,936.00 inc tax	# TBD (2019 Funds)
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sus Resources 11/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Nuvodia - cpatrick@nuvodia.com	

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Continuity of Operations (CoOP) and Utility Information System (UIS) Implementation Project Management Professional Services – Nuvodia, Inc. Spokane, WA.
Date:	November 19, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Authorization for Project Management Professional Services to support: <ol style="list-style-type: none"> 1) Continued development of City department disaster response action plans 2) Implementation of the CStar replacement Utility billing solution (UIS)
Strategic Initiative:	Innovative Infrastructure and Sustainable Resources
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing assistance in order to keep several key projects on schedule including major risk reduction activities for business continuity and retirement of a 30 year old utility billing system
Background/History: <u>Continuity of Operations / Resiliency – March 2017 to late 2019/1Q 2020</u> Develop action plans for each City department needed to recover from a disaster and continue servicing the public. The departmental continuity of operations plans (CoOP) identifies the supporting facilities, technology, human capital, financial, communication, leadership and external support needed to deliver critical services. This body of work is approximately 50% complete. <u>Utility Information System (UIS) - February 2018 to Mid 2020</u> CStar is the current system responsible for billing and collecting \$170+ million in annual utility revenues. It is a 30+ year old platform no longer supported by the vendor and lacks all modern capabilities – mobile/online capacities, access to data, customer invoice receipt, etc. Additional uses for other City billing and utility management needs are also being reviewed Following vendor selection in Q4 2018, the UIS implementation will require comprehensive planning and management to control the project's schedule, risks, issues, communication, quality, etc. across 6 departments, over 20 core team members, and hundreds of users of the system and data. Without funding for these ongoing positions and subject matter expertise, the projects cannot move forward and would be delayed approximate 6 to 9 months.	
Executive Summary: <ul style="list-style-type: none"> • <i>Senior Project Manager Professional Services: \$397,000 plus applicable taxes of \$34,936 (a 20% reduction of prior year contract amounts; any additional project management requirements are to be approved or RFP through specific business projects as construction</i> 	

projects have been done for many years. One additional project management FTE resource is part of the 2019 budget.)

Budget Impact:

Approved in current year budget? ☒ Yes

☐ No

Annual/Reoccurring expenditure? ☐ Yes

☒ No (Projects conclude in early-mid 2020)

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:

Known challenges/barriers: Subject matter expertise in these project management areas



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **PROJECT MANAGEMENT CONTRACTOR**

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 **NUVODIA, LLC**, whose address is 850 East Spokane Falls Blvd., Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City a Project Management Contractor to assist the Project Management Officer by Supporting and Managing Priority Projects for the City; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 8, 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 January 1, 2019.

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 **FOUR HUNDRED THIRTY ONE THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$431,936.00)**, including tax, for everything furnished and done under this Contract Extension.

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

NUVODIA, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

18-211

Q3 – Project Completions & Kick Offs

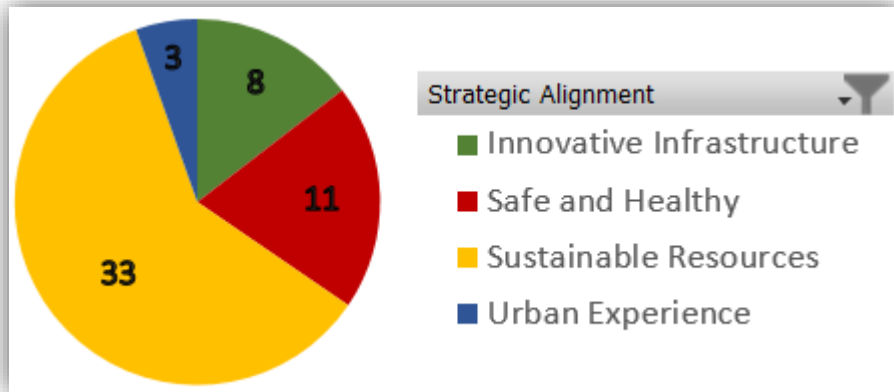
Completions

Project Name	Division	Strategic Alignment
Abandoned Properties Initiative - RFP	PUBSFTY	Safe and Healthy
Criminal Justice Optimization & Healthy Community	CRIMINAL JUSTICE	Safe and Healthy
Recreation Management System Implementation	PARKS	Sustainable Resources
Woodland Center Corp. Network Extension	PARKS	Sustainable Resources

Kick Offs

Project Name	Division	Strategic Alignment	Target Finish Date
GovQA Subpoena Module	CLERK	Sustainable Resources	11/16/2018
Jail Inmate Phone and Video Visitation System RFP	REGIONAL	Safe and Healthy	12/31/2019
PPM Guidelines Roadmap	CITYWIDE	Innovative Infrastructure	12/28/2018

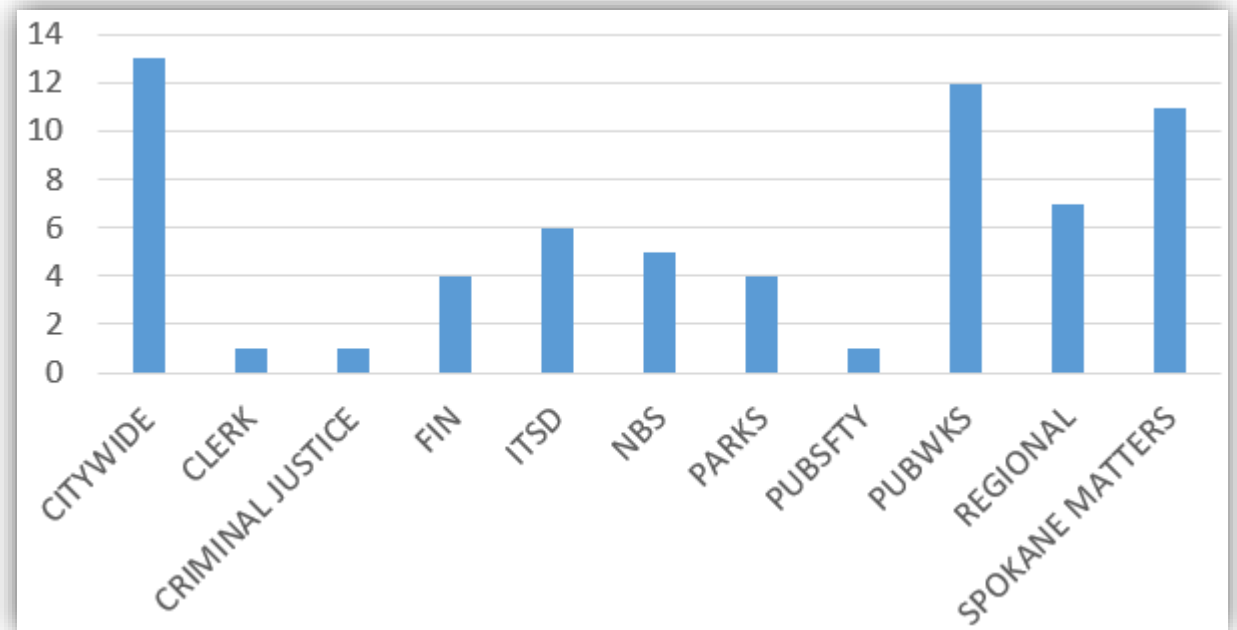
Active Projects by Strategic Alignment (55)



Addition of GIS and Spokane Matters Projects to the Project Portfolio

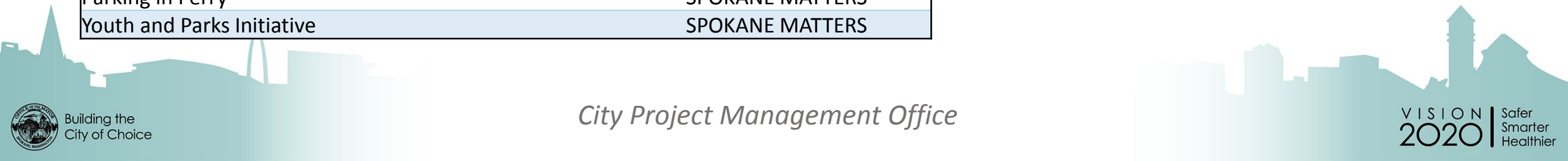
Portfolio grew from 37 to 55 Projects

Active Projects by Division/Program



Planned Project Completions for Q4 2018

Project Name	Division/Program
PPM Guidelines Roadmap	CITYWIDE
Property Crimes Initiative	CITYWIDE
GIS - ArcGIS and SQL Server Upgrade	CITYWIDE
GovQA Subpoena Module	CLERK
Concur Travel & Expense Software Implementation	FIN
Edge Routing Redesign & Implementation	ITSD
Voice Recording Pause & Resume	NBS
CHHS Loan Servicing Solution Selection (RFP)	NBS
Downriver Golf Course Corp. WiFi	PARKS
Manito Park Meeting Room	PARKS
Qualchen Golf Course Corp. WiFi	PARKS
Access Control Integration	PUBSFTY
Streets Intersection Fiber Install	PUBWKS
CSO SCADA & RTC	PUBWKS
Utility Information System (UIS) Selection	PUBWKS
Integrated Social Services Pilot	REGIONAL
Shadle/Walmart Safety Strategy	SPOKANE MATTERS
Walkable & Bik-able Schools	SPOKANE MATTERS
29th St. Safety Study	SPOKANE MATTERS
Continue I-90 Lighting	SPOKANE MATTERS
Parking in Perry	SPOKANE MATTERS
Youth and Parks Initiative	SPOKANE MATTERS



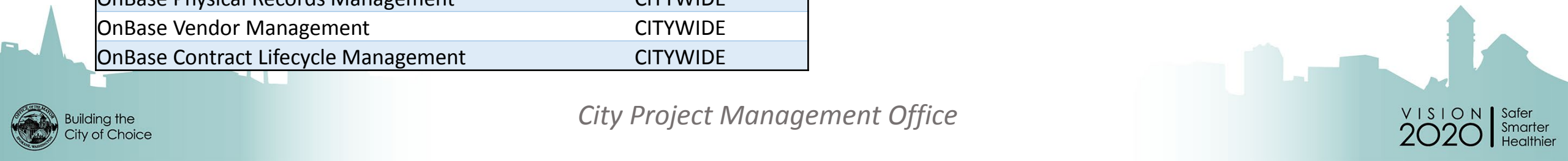
Upcoming Project Request Demand

Request Name	Division
Mobile Application for Citizen Engagement	CITYWIDE
Summer Youth “My Spokane” Card Pilot	CITYWIDE
Trip Card Replacement w/ AssetWorks	CITYWIDE
Fixed Asset Management System Implementation	FINANCE
M5-to-FMS Purchasing Integration	FLEET
IVOS Replacement RFP (Risk/Safety Management)	HR
Master Data Management Implementation	ITSD
CRM Platform Upgrade Implementation	MY SPOKANE
Parking Issuance System RFP	NBS
Parking Issuance System Implementation	NBS
Fire Asset Management on M5 Discovery	PUBWKS
Utility Information System (UIS) Implementation	PUBWKS

Requests competing for PM, BA, CI and/or ITSD resources (12).

Request Name	Division
Power Business Intelligence (BI) Standardization	CITYWIDE
Abandoned Property Implementation	CITYWIDE
HMIS/SARA Integration	CITYWIDE
OnBase Public Sector Web Access	CITYWIDE
OnBase Enterprise Search	CITYWIDE
OnBase Physical Records Management	CITYWIDE
OnBase Vendor Management	CITYWIDE
OnBase Contract Lifecycle Management	CITYWIDE

Innovation Team Candidates for Q4 2018 and 2019 (9).





Continuity of Operations Project Status



Background:

- November 17, 2015 windstorm showed the City of Spokane needed *Actionable* Continuity of Operations (COOP) plans for city departments.
- The COOP plan must also **identify and mitigate critical needs seen during the Windstorm** so that the City can be more resilient.

Risk Management Strategies:

★ Mitigate ★ Accept ★ Avoid ★ Transfer



COOP – Current Effort

55

Identified 55 Critical Needs

15

Prioritized 15 Critical Services/Capabilities

12

Completed 12 of 38 Department COOP plans

8

Identified Eight Alternate City Facilities for use

Risk Management Strategies:

★ Mitigate

★ Accept

★ Avoid

★ Transfer



“Critical Need” Examples



- Immediate response plan and updated contact rosters
- Generators for key infrastructure or facilities
- Redundant equipment for critical services
- Contingency contracts for key services/commodities
- Offsite/Cloud availability of critical service data
- Alternate 3-1-1 location/service capability
- Reciprocal agreements with key agencies and partners

Risk Management Strategies:

★ Mitigate

★ Accept

★ Avoid

★ Transfer



Service & System Priorities



Level	City Services By Priority
VH	Fire & Emergency Medical
VH	Police
H	Water/Wells/Dam
H	Housing & Human Services
H	311/Citizen Communication
H	Street Maintenance/Clearing/Repair
H	Fleet Operations/Fuel
H	Bridge Maintenance/Inspections/Repair
H	Signal Light Maintenance/Repair
M	Sewer Operations/RPWRF
M	Building Inspection
M	Solid Waste Disposal/WTE
M	Solid Waste Collection
M	Criminal Justice Services
M	Neighborhood Services

Priority	System Name	Resiliency Status
1	Enroute CAD (Regional)	
2	NW CAD/911 (Regional)	
3	SCADA (Dam, Streets, RPWRF, WTE)	Various Needs
4	Internet Connectivity	
5	Network (At key locations)	
6	Phone/Telecom System	Need Alternate 311 site or capability
7	Customer Relationship Management (311)	RFP in Progress/Medium Risk
8	Cell phone providers	
9	City Web Site	On Premises/Cloud migration 2019
10	Channel 5	TBD
11	GIS (Multiple Services & COOP tools for City/Region)	
12	Financial Processing	On Premises/High Risk
13	Payroll and Benefits	On Premises/High Risk
14	Utility Billing	RFP in Progress/High Risk
15	Homeless Management System	In the Cloud
16	Legal Case Management System	eSuite 1Q 2019 Assessment IP
17	Workflow Management System	On Premises/Medium Risk

Risk Management Strategies:

★Mitigate ★Accept ★Avoid ★Transfer



COOP Next Steps



- Identify COOP needs in operational and capital budgets
- Complete City Playbook to use in an emergency
- Move critical data and services to the Cloud
- Establish alternate 3-1-1 site capability
- Mitigate key enterprise systems that can't move to Cloud
- Prioritize critical efforts in Division work plans

Risk Management Strategies:

★Mitigate

★Accept

★Avoid

★Transfer



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/18/2018
Clerk's File #	OPR 2015-1063
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4183-15
Requisition #	2019 CR

Submitting Dept	CITY CLERK
Contact Name/Phone	LAURIE 625-6319 FARNSWORTH
Contact E-Mail	LFARNSWORTH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0260 CONTRACT RENEWAL WITH NORTHWEST VITAL RECORDS CENTER

Agenda Wording

Contract Renewal with Northwest Vital Records Center, Inc, for off-site storage and retrieval services for various City departments for January 1, 2019, through December 31, 2019-estimated costs \$52,000.

Summary (Background)

The City went through an RFP (#4183-15) process in November 2015 and the review committee selected Northwest Vital Records. The City entered into a three-year contract (\$50,000/year or total of \$150,000), with the option for two one-year renewals. This is the first renewal. Northwest has requested an increase in the box storage rate. The large box fee is increasing from \$.28 per box to \$.30 per box and the standard box fee is increasing from \$.14 per box to \$.15 per box. Estimated contract renewal for 2019: \$52,000 (increase of \$2,000 over previous year).

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense \$ 52,000		# 0260 32100 14230 54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Sustainability Cmt 11/19/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	Dan Mouchett (mouchett@nwvrc.com)
<u>For the Mayor</u>	ORMSBY, MICHAEL	swilliams@spokanecity.org
<u>Additional Approvals</u>		lfarnsworth@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	tpfister@spokanecity.org

Briefing Paper

Sustainable Resources Committee

Division & Department:	City Clerk		
Subject:	Contract Extension with Northwest Vital Records Center, Inc. (Spokane, WA) for off-site records storage and retrieval services for City departments from January 1, 2019, through December 31, 2019-estimated \$52,000.		
Date:	November 19, 2018		
Author (email & phone):	Terri Pfister, tpfister@spokanecity.org , 625-6354		
City Council Sponsor:			
Executive Sponsor:	Gavin Cooley, CFO		
Committee(s) Impacted:	Sustainability Committee		
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)			
Strategic Initiative:	Sustainable Resources		
Deadline:	Current three-year contract expires on 12-31-2018		
Outcome: (deliverables, delivery duties, milestones to meet)	Contract allows City departments to store records offsite and allows for retrieval and destruction services for those records.		
Background/History: The City went through and RFP (#4183-15) process in November 2015 and the review committee selected Northwest Vital Records. The City entered into a three-year contract (\$50,000/year or total of \$150,000), with the option for two one-year renewals. This is the first renewal.			
Executive Summary: The City has approximately 21,000 boxes stored offsite of which 135 boxes are “large” (larger than 10” x 12” x 15”) and the rest standard size boxes (15” x 12” x 10”). Northwest has requested an increase in the box storage rate. The large box fee is increasing from \$.28 per box to \$.30 per box and the standard box fee is increasing from \$.14 per box to \$.15 per box. Estimated contract renewal for 2019: \$52,000 (increase of \$2,000 over previous year).			
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (for 2019) Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:			



City of Spokane
CONTRACT RENEWAL 1OF 2
Title: OFFSITE RECORDS STORAGE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NORTHWEST VITAL RECORDS CENTER, INC.**, whose address is 124 South Wall Street, Spokane, Washington 99210 as ("Northwest"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Northwest shall provide offsite records storage, indexing, pickup and delivery of boxes, maps, files, books and film, and record destruction for the City; and

WHEREAS, the initial contract provided for 2 additional one-year renewals, with this being the 1st of those extensions.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated February 1, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

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

3. COMPENSATION.

The City shall pay Northwest, an estimated annual amount of **FIFTY-TWO THOUSAND AND 00/100 (\$52,000.00)** 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.

The 2016-2018 City of Spokane Fee Schedule set forth in Attachment A to the original contract has been amended as follows:

- Boxes 15" x 12" x 10" – there is a one cent fee increase per box, per month; from \$0.14 per box, per month to \$0.15 per box, per month

- Larger Boxes – larger than 10" x 12" x 15" – there is a two cent increase per box, per month; from \$0.28 per box, per month to \$0.30 per box, per month

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.

NORTHWEST VITAL RECORDS CENTER, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

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

12/03/2018

Date Rec'd

11/16/2018

Clerk's File #

OPR 2018-0769

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

MIKE COSTER 625-4640

Contact E-Mail

MCOSTER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Cross Ref #**Project #****Bid #****Requisition #**

CR 19890

Agenda Item Name

4320 EMERGENCY BYPASS FOR CLARKE AVE. LIFT STATION SEWER FORCE-

Agenda Wording

Council approval to award contract to Knight Construction and Supply, Inc. (Deer Park, WA) for the construction of emergency bypass for Clarke Ave. Lift Station sewer force-main.

Summary (Background)

The Clarke Avenue Lift Station is the largest wastewater lift station in the city and serves a large portion the south side. The station cannot be shut off during maintenance activities, so bypassing the station will be necessary. A bypass would also be needed in an extreme emergency where the station might be knocked off line (due to an extreme weather event or other disaster).

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 97,506.56

4320.43230.94000.56401

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CONKLIN, CHUCK

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIES 11/26/18

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

cwahl@spokanecity.org

Tax & Licenses

kkeck@spokanecity.org

Lberry@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The force main from the previous lift station that was abandoned and demolished at this location is still intact across the river. This project will tie a pipe to the end of that old force main and extend it to where temporary bypass pumps could be attached to it. This is the first step in constructing a bypass system for the Clarke Avenue Lift Station.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Riverside Park Water Reclamation Facility
Subject:	Contract for construction of emergency bypass for Clark Avenue Lift Station sewer force main
Date:	
Contact (email & phone):	Mike Coster, Plant Manager 625-4640 mcoster@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	<p>This construction project will utilize a previously abandoned sewer force-main to be used during maintenance and emergency bypass situations at the Clarke Ave Lift Station.</p> <p>The Strategic Initiatives it supports are Innovative Infrastructure and Resiliency.</p>
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to award this contract to Knight Construction for the construction of emergency bypass for Clarke Ave. Lift Station sewer force-main.
Background/History: <p>The Clarke Avenue Lift Station is the largest wastewater lift station in the city and serves a large portion the south side. The station cannot be shut off during maintenance activities, so bypassing the station will be necessary. A bypass would also be needed in an extreme emergency where the station might be knocked off line (due to an extreme weather event or other disaster).</p> <p>The force main from the previous lift station that was abandoned and demolished at this location is still intact across the river. This project will tie a pipe to the end of that old force main and extend it to where temporary bypass pumps could be attached to it. This is the first step in constructing a bypass system for the Clarke Avenue Lift Station.</p>	
Executive Summary: <ul style="list-style-type: none"> • The Clarke Avenue Lift Station is the largest sewer lift station in the city. • The lift station needs maintenance work done, but cannot be shut off. • A bypass system is needed, and the old force main is available as part of it. • This work will extend the old force main to where it can be accessed as part of a bypass system. • The established bypass system will also be a part of emergency operations as/if needed. • Knight Construction is the low bidder with a contract amount of \$89,620 (excluding tax) • Funding is from the Wastewater Management Capital Plan, revenue is from sewer rates. 	

Budget Impact:

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

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

If new, specify funding source: Department

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS CONTRACT

**Title: CLARKE AVENUE 14-INCH
FORCE MAIN EXTENSION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, whose address is 28308 North Cedar Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is the CLARKE AVENUE 14-INCH FORCE MAIN EXTENSION for the City; and

WHEREAS, the Contractor was selected through an RFB issued by the City.

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

1. TERM OF CONTRACT.

The term of this Contract begins upon receipt of Notice to Proceed and shall end fourteen (14) calendar days thereafter, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the City of Spokane Invitation to Bid and Contractor's Response, 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 **CLARKE AVENUE 14-INCH FORCE MAIN EXTENSION**.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHTY NINE THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$89,620.00)**, excluding applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

FEES.

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

8. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

9. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

10. TAXES, FEES AND LICENSES.

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

11. CITY OF SPOKANE BUSINESS LICENSE.

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a

service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. 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.

14. INDEMNIFICATION.

The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

15. INSURANCE.

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

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

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; 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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

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

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

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

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

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

22. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for

the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or

implied, nor for any statement or representation made or in any connection with this Contract.

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

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

KNIGHT CONSTRUCTION AND SUPPLY, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Invitation to Bid and Contractor's Response
Payment / Performance Bond
Exhibit B – Certification Regarding Debarment

18-205

EXHIBIT A

PAYMENT / PERFORMANCE BOND

We, **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY NINE THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$89,620.00)**, excluding applicable tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CLARKE AVENUE 14-INCH FORCE MAIN EXTENSION**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

KNIGHT CONSTRUCTION AND SUPPLY, INC.,
AS PRINCIPAL

By: _____
Title: _____

A valid **POWER OF ATTORNEY**
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was authorized to
sign the document and acknowledged it as the agent or representative of the named surety company
which is authorized to do business in the State of Washington, for the uses and purposes therein
mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

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 certifies, 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.

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



City of Spokane Invitation to Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: Clarke Avenue 14-inch Force Main Extension.

The undersigned firm has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price: \$ 89,620.00

Trench Safety System, if excavation greater than four feet (4') deep: \$ _____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____	KNIGHCS281ON
U.B.I. Number _____	600 074 664
Washington Employment Security Department Number _____	357105-00-6
Washington Excise Tax Registration Number _____	600 074 664
City of Spokane Business Registration Number _____	T12001102BUS

The firm acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this Bid.

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

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

☐ YES ☒ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: KNIGHT CONST. & SUPPLY, INC.
SIGNATURE: *David A. Knight*
TITLE: DAVID A. KNIGHT, VICE PRESIDENT PHONE: 509-276-2229
ADDRESS: 28308 N. CEDAR RD., DEER PARK, WA 99006



City of Spokane Invitation to Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: CLARK AVENUE 14" FORCE MAIN EXTENSION

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

CONTRACTOR/SUPPLIER PRO CUT CONCRETE CUTTING

TYPE OF WORK/BID ITEM CONCRETE CUTTING

AMOUNT \$ 1,824.00

CONTRACTOR'S REGISTRATION NO. PROCUCC941BL

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

11/9/18
Date

David A. [Signature]
Signature of Authorized Representative

**Clarke Avenue 14-inch Force Main Extension
Bid Schedule**

Submit this page with your bid

Item	Quantity	Unit	Unit Cost	Total
Mobilization	1	LS	\$ 4,499.00	\$ 4,499.00
Demolition	1	LS	\$ 4,188.00	\$ 4,188.00
Piping	1	LS	\$39,741.00	\$39,741.00
CDF	175	C.Y.	\$ 131.00	\$22,925.00
Backfill/Grading and Restoration	1	LS	\$18,267.00	\$18,267.00
Total (transfer this number to Invitation to Bid)				\$89,620.00

“Mobilization”, lump sum; shall be full payment for qualifying expenses only, as defined in Section 1-09.7 and shall be paid in a single payment. Payment shall include any security measures needed to protect the contractor’s equipment, materials, and the job site.

“Demolition”, lump sum; shall be full payment for furnishing the tools, labor, equipment, materials and disposal of materials, including haul, of any structures that interfere with the installation of the work specified and in accordance with City Standards.

“Piping”, lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

“CDF”, per cubic yard; shall be full payment for furnishing tools, labor, equipment, and materials required to backfill the lower portion of the abandoned lift station with controlled density fill. Any demolition of the intermediate floor necessary to fulfill this work is to be included in the “Demolition” bid item. The per each unit of measurement is intended to fill an area approximately 16’x30’x10’. This bid item shall cover areas up to 33% greater or less than that area. Work shall be performed in accordance with City Standards.

“Backfill/Grading and Restoration”, lump sum; shall be full payment for furnishing tools, labor, equipment, and materials required to backfill the upper portion of the abandoned lift station with the previously excavated material that is stockpiled on site, compacted and smoothed to match surrounding grades. Work shall be performed in accordance with the City Standards.



City of Spokane Invitation to Bid

Project Title: _____

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on _____ at _____. The location will be _____.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by _____ on _____ to _____ at _____, Spokane, WA _____.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** 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 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.



City of Spokane Invitation to Bid

SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. PROJECT CONTACT. The Project contact for the City of Spokane is:
Name: _____
Department: _____
Phone: _____
Email: _____
3. COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by _____.
4. LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of _____ for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. WASHINGTON STATE RETAIL SALES TAX.
 - A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation to Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. **PERFORMANCE BOND.** The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. **PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is _____.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. **RETAINAGE.** Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
- a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.

14. **FILING FEES.** The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the

Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.



City of Spokane Invitation to Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.

2. SCOPE OF WORK.



City of Spokane Invitation to Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: _____

The undersigned firm has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price: \$_____

Trench Safety System, if excavation greater than four feet (4') deep: \$_____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business Registration Number _____

The firm acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this Bid.

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

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

☐ YES ☐ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____



City of Spokane Invitation to Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: _____

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Date

Signature of Authorized Representative

**Clarke Avenue 14-inch Force Main Extension
Bid Schedule**

Submit this page with your bid

Item	Quantity	Unit	Unit Cost	Total
Mobilization	1	LS		
Demolition	1	LS		
Piping	1	LS		
CDF	175	C.Y.		
Backfill/Grading and Restoration	1	LS		
Total (transfer this number to Invitation to Bid)				

“Mobilization”, lump sum; shall be full payment for qualifying expenses only, as defined in Section 1-09.7 and shall be paid in a single payment. Payment shall include any security measures needed to protect the contractor’s equipment, materials, and the job site.

“Demolition”, lump sum; shall be full payment for furnishing the tools, labor, equipment, materials and disposal of materials, including haul, of any structures that interfere with the installation of the work specified and in accordance with City Standards.

“Piping”, lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

“CDF”, per cubic yard; shall be full payment for furnishing tools, labor, equipment, and materials required to backfill the lower portion of the abandoned lift station with controlled density fill. Any demolition of the intermediate floor necessary to fulfill this work is to be included in the “Demolition” bid item. The per each unit of measurement is intended to fill an area approximately 16’x30’x10’. This bid item shall cover areas up to 33% greater or less than that area. Work shall be performed in accordance with City Standards.

“Backfill/Grading and Restoration”, lump sum; shall be full payment for furnishing tools, labor, equipment, and materials required to backfill the upper portion of the abandoned lift station with the previously excavated material that is stockpiled on site, compacted and smoothed to match surrounding grades. Work shall be performed in accordance with the City Standards.

TERMS AND CONDITIONS

1. DEFINITIONS

- a. Bidder - one who submits a Bid/Quote
- b. Vendor - Bidder to whom contract or purchase order is awarded.
- c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- d. Destination-Delivery - Delivery to a location as directed by City of Spokane staff.
- e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Request for Quote.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the quoted price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Quote shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. ACCEPTANCE PERIOD

Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of Quotes.

5. DELIVERY DEFAULT

- A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.
- B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

6. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

7. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

8. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

9. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

10. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

11. WARRANTIES

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 Vendor to the Purchaser.

12. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

13. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

14. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

15. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

16. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Quote containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

17. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Quotes on a uniform basis. Quantities shall be quoted on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

18. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

19. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

20. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

21. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

19. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

20. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

21. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.

- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

22. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2018-0770
Renews #	
Cross Ref #	OPR 2015-0099
Project #	
Bid #	
Requisition #	

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 MOU FOR REGIONAL WASTE REDUCTION/RECYCLING OUTREACH

Agenda Wording

Memorandum of Understanding with Spokane County for the City to provide regional waste reduction and recycling outreach and education.

Summary (Background)

During the 24 years that the City of Spokane operated the Regional Solid Waste System, the City conducted all of the elements of the county-wide Solid Waste Management Plan, including the waste reduction and recycling outreach and education requirement pursuant to RCW 70.95. After the Regional System transition in November of 2014, the City County agreed to continue to provide these services for the County through a Memorandum of Understanding (MOU).

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

Revenue	\$ 85,000.00	# 4490-44200-37167-34389-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 11/26
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>		kmajor@spokanecity.org	
		cconklin@spokanecity.org	
		eschoedle@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The original MOU that was entered into between Spokane County and the City has since expired and some changes to the expiration and funding sources needed to be updated. This new MOU formalizes a new agreement where the County will now be required to reimburse the city for 87.5% of the cost of these services, not to exceed \$120,000.00 in any calendar year, and extends the agreement for an indefinite term of years.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	MOU For Regional Waste Reduction/Recycling Outreach and Education
Date:	November 19, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the MOU with Spokane County regarding Regional Waste Reduction and Recycling Outreach Services.
Background/History: <p>During the 24 years that the City of Spokane operated the Regional Solid Waste System, the City conducted all of the elements of the county-wide Solid Waste Management Plan, including the waste reduction and recycling outreach and education requirement pursuant to RCW 70.95.</p> <p>After the Regional System transition in November of 2014, the City and County agreed to a Memorandum of Understanding (MOU) whereby the City of Spokane’s Recycling Education Coordinator would continue to provide regional waste reduction and recycling outreach and education. This MOU stated that funding would be provided through a CPG grant, which is no longer true and the MOU has since expired.</p> <p>This new MOU formalizes a new agreement where the County will now be required to reimburse the city for 87.5% of the cost of these services and extends the agreement for an indefinite term of years.</p>	
Executive Summary: <ul style="list-style-type: none"> MOU to formalize the arrangement between the City of Spokane and Spokane County for Regional Waste Reduction and Recycling Outreach Services. This new MOU establishes that Spokane County will be responsible for reimbursing the City of Spokane 87.5% of the costs incurred for these services. Costs to the County shall not exceed \$120,000.00 in any calendar year. The term of this MOU is indefinite but may be terminated by either party at any time without cause upon thirty (30) day’s notice. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

County Clerk's No: _____

City Clerk's No: _____

(link with OPR 2015-0099)

**MEMORANDUM OF UNDERSTANDING
REGARDING REGIONAL WASTE REDUCTION AND
RECYCLING OUTREACH SERVICES**

This MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY, as "County", jointly referred to as the "Parties".

WHEREAS, pursuant to the provisions of chapters 36.58 and 70.95 RCW, the County has established a County Regional Solid Waste System. In conjunction, the County has adopted and maintains a Spokane County Comprehensive Solid Waste Management Plan (the "SCCSWMP"); and

WHEREAS, the County Regional Solid Waste System serves unincorporated Spokane County and participating jurisdictions within Spokane County, including the City, who have executed interlocal agreements with Spokane County to participate in the County Regional Solid Waste System; and

WHEREAS, under RCW 70.95.090, and in accordance with the SCCSWMP, the County is responsible for providing certain education, public outreach, and waste reduction services for the County Regional Solid Waste System; and

WHEREAS the City has a well-established waste reduction education and outreach program and is agreeable to providing certain services to the County associated with the education, public outreach, and waste reduction programs for the Spokane County Regional Solid Waste System, as listed on Attachment A; and

WHEREAS, as an efficient use of regional resources, the Parties desire to execute a Memorandum of Understanding (MOU) that clarifies the responsibilities of the Parties and the points of agreement relative to the City's provision of certain services, and the County's payment for those services; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this MOU is to formalize the arrangement between the Parties for the City to provide certain services to the County associated with the Spokane County Regional Solid Waste System education, public outreach, and waste reduction programs.

2. RESPONSIBILITIES

A. The County shall:

- 1) Coordinate with the City to develop and establish budget estimates and timeframes for the specific services listed in Attachment A.
- 2) Provide written direction to the City to proceed with the specific services within the agreed budget and timeframes.
- 3) Review quarterly billings and documentation from the City for the specific services requested and provided, and timely notify the City of any additional information needed.
- 4) Reimburse the City for 87.5% of the costs of requested services within 30 days of receiving proper documentation, subject to the terms set forth herein. The County expects to use a combination of grant funds, Spokane County Regional Solid Waste System revenues, and/or other funding.

B. The City shall:

- 1) Provide budget estimates and schedules for services requested by the County.
- 2) Proceed with specific services requested by the County upon written notice from the County to proceed with those services.
- 3) Notify the County in the event of any anticipated budget exceedance for the requested services.
- 4) Provide documentation as needed in order for the County to provide reimbursement.
- 5) Submit Reimbursement requests and supporting documentation to:

Deb Geiger, Regional Solid Waste Manager
Spokane County Environmental Services
1026 W. Broadway Avenue, 4th Floor
Spokane, WA 99260

3. COMPENSATION

The City shall submit invoices quarterly to the County by January 10th, April 10th, July 10th, and October 10th. The County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions (including the City) participating in the Spokane County Regional Solid Waste System. Provided the necessary documentation has been received, the County shall make such payments to the City within 30 days.

Total payments by the County to the City for services provided in any calendar year pursuant to this MOU shall not exceed \$120,000, unless an increase in the total of payments is mutually agreed by the Parties in writing.

4. TERM

This MOU shall commence on November 17, 2017 and shall continue in effect for an indefinite term of years. The Parties may respectively terminate this agreement at any time without cause upon thirty (30) day's notice to the other Party.

5. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

6. ANTI-KICKBACK

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

7. NOTICES

Any notice(s) under this MOU shall be in writing and either personally served or sent by certified mail, return receipt required, to the following persons:

City:

Mayor
City of Spokane
808 West Spokane Falls Boulevard, 5th Floor
Spokane, WA 99201-3317

With a copy to:

Spokane City Attorney's Office
808 West Spokane Falls Boulevard, 5th Floor
Spokane, WA 99201-3317

County:

Spokane County Commissioners
Spokane County
1116 West Broadway Avenue
Spokane, WA 99260-0430

8. WAIVER

Failure by the City or County to enforce every term and condition of this MOU shall not be considered a waiver of any portion of this MOU; and the Parties reserve the right to enforce every provision to the fullest extent at any time.

9. AMENDMENTS

This MOU may be amended or modified at any time by mutual written agreement of the Parties. Any amendment or modification shall be in writing and signed by the Parties with the same formalities as this document.

10. SEVERABILITY

If any portion of this MOU should become invalid or unenforceable, the remainder of the document shall remain in full force and effect.

11. RCW 39.34 REQUIRED CLAUSES

A. Purposes: See Section No. 1 above.

B. Duration: See Section No. 4 above.

C. Organization of Separate Legal Entity: This MOU does not create, nor see to create, a separate legal entity pursuant to RCW 39.34.030.

D. Responsibilities of the Parties: See provisions above.

E. MOU to be Filed: The CITY shall file this MOU with its City Clerk. The COUNTY shall file this MOU with its Clerk of the Board.

F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination: This MOU can be terminated in accordance with Section 4 above.

H. Property Upon Termination: All property acquired during the term of this MOU will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

DATED this 17TH day of OCTOBER, 2018.



KEVIN COOKE

ENVIRONMENTAL SERVICES DIRECTOR

(By Authority given under Spokane County Resolution 18-0180)

DATED this ____ day of _____, 2018

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2015-0092
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	4075-14
Agenda Item Type	Contract Item	Requisition #	CR 19891
Agenda Item Name	4490 CONTRACT AMENDMENT FOR CRANE INSPECTIONS AND REPAIR AT WTE		

Agenda Wording

Amendment of contract with Konecranes, Inc., of Spokane Valley, for quarterly crane/hoist/trolley and lifeline preventative maintenance, inspections and service at the WTE from Jan. 1, 2018 to Dec. 31, 2018 for an additional \$20,000.00 (incl. tax).

Summary (Background)

In November of 2014, Konecranes Inc. was awarded the contract for these services. The original contract was for one year with the option of four (4) one-year extensions. The extension for 2018 was originally estimated to not exceed \$60,000.00 for the year. However, several unanticipated crane failures have made it necessary to increase the amount of the contract for 2018 by an additional \$20,000.00 for an overall amount of \$80,000.00 for 2018.

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

Expense	\$ 20,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 11/26
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Amendment for Crane Inspections, Repairs and Maintenance at Waste to Energy
Date:	November 26, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional funds to be added to the contract for Crane Maintenance, Inspections and Service.
Background/History: <p>The WTE Facility utilizes five cranes, including double girder top-riding cranes, in-house monorail cranes and two lifeline cranes in its operations. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.</p> <p>In November of 2014, Konecranes Inc., of Spokane Valley was awarded the contract for these inspection services. The original contract was for one year with the option of four (4) one-year extensions. The extension for 2018 was originally estimated to not exceed \$60,000.00 for these services. However, several unanticipated crane failures have made it necessary to increase the amount of the contract for 2018 by an additional \$20,000.00 for an overall amount of \$80,000.00 for 2018.</p>	
Executive Summary: <ul style="list-style-type: none"> Amendment with cost to contract with Konecranes, Inc. for an additional \$20,000.00. Original contract amount is \$60,000.00 from Jan. 1, 2018 through Dec. 31, 2018. Unexpected repairs needed on the cranes require additional funds to be added to the contract for service, maintenance and inspections through the end of the year. New cranes to be installed in the first half of 2019. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact:

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT

Title: PREVENTATIVE MAINTENANCE INSPECTIONS
AND UNSCHEDULED SERVICE CALL REQUESTS AT
THE CITY'S WASTE TO ENERGY (WTE) FACILITY

This Contract Amendment including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, **KONECRANES INC.**, whose address is 3020 North Sullivan Road, Suite C, Spokane Valley, Washington 99216, 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 provide for the City Quarterly Crane/Hoist/Trolley And Lifeline Preventative Maintenance Inspections and Unscheduled Service Call Requests at The City's Waste To Energy (WTE) Facility; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 31, 2015, and April 21, 2015, 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 Amendment shall become effective upon signature of the parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)**, 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.

KONECRANES INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2017-0155
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	BID #4308-16
Agenda Item Type	Contract Item	Requisition #	CR 19892
Agenda Item Name	4490 CONTRACT AMENDMENT FOR SCAFFOLDING SERVICES AT THE WTE		

Agenda Wording

Contract amendment with Safway Services, LLC, of Spokane Valley, for various scaffolding services at Waste to Energy from April 1, 2018 through March 31, 2019 for an additional \$120,000.00 (plus tax).

Summary (Background)

During scheduled and emergency outages at the WTEF, scaffolding must be placed in the boilers to allow safe access for repairs. Safway Services, LLC, was awarded the contract and provided this service in 2018. The original term was from April 1, 2017 to March 31, 2018 and has since been extended through March of 2019, adding an additional \$300,000.00 in cost. Unexpected boiler failures combined with already scheduled work, are requiring an additional \$120,000.00 be added.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	YES		
Expense	\$	120,000.00		#	4490-44100-37148-54803-34002
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	PIES 11/26
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		mdorgan@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		jsalstrom@spokanecity.org	
<u>Additional Approvals</u>			tprince@spokanecity.org		
<u>Purchasing</u>		PRINCE, THEA		rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Amendment for Scaffolding Services at Waste to Energy
Date:	November 26, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional funds to be added to the contract for scaffolding services at the WTE.
Background/History: During scheduled and emergency outages at the WTEF, scaffolding must be placed in the boilers to allow safe access for repairs. Bids for scaffolding services for the WTE were solicited under RFB 4308-16 and Safway Services, LLC, was awarded the contract and provided this service in 2018. The original contract term was from April 1, 2017 through March 31, 2018 and has since been extended through March of 2019, adding an additional \$300,000.00 in cost. Unexpected boiler failures combined with already scheduled work, are requiring an additional \$120,000.00 be added to this contract to get through the current term.	
Executive Summary: <ul style="list-style-type: none"> • Amendment with cost to contract with Safway Services, LLC., for an additional \$120,000.00. • Original contract is \$300,000.00 from April 1, 2018 through March 31, 2019. • Contract scope of work is to provide scaffolding for two scheduled outages and emergency outages as required. • Additional funds needed due to unexpected boiler failures, resulting in emergency outages, combined with the already scheduled outages. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **SCAFFOLDING SERVICES FOR WASTE TO ENERGY FACILITY (WTE)**

This Contract Amendment including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, Building #3, Suite A, Spokane Valley, Washington, 99212 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 provide for the City 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 City's request for bids entitled Scaffolding Services for Scheduled Outages and Emergency Outages RFB #4308-16; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 21, 2017 and April 14, 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 Amendment shall become effective upon signature of the parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00)** plus tax, 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.

SAFWAY SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2015-0097
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	4069-14
Agenda Item Type	Contract Item	Requisition #	CR 19894
Agenda Item Name	4490 CONTRACT AMENDMENT FOR REFRACTORY INSTALLATION SERVICE AT		

Agenda Wording

Contract amendment with Zampell Refractories, Inc., of Newburyport, MA for refractory installation and sandblasting services at the WTE from January 1, 2018 through December 31, 2018 for an additional \$175,000.00 (incl. tax).

Summary (Background)

Zampell Refractories, Inc. was awarded the contract for refractory installation services in 2015 and are currently on the third option year out of four possible. The current term runs through December 31, 2018. The annual cost for 2018 was anticipated to be no more than \$640,000.00. However, unplanned boiler tube failures, combined with already scheduled work, are requiring an additional \$175,000.00 be added to this contract to get through the current term.

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

Expense	\$ 175,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 11/26
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Amendment for Refractory Work at Waste to Energy
Date:	November 26, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional funds to be added to the contract for refractory work at the WTE.

Background/History:

During scheduled maintenance outages, sandblasting of the tube areas in the boilers is needed. Also, refractory demolition, tile installation and miscellaneous anchor welding must be performed.

Zampell Refractories, Inc. was awarded the contract for these services in 2015 and are currently on the third option year out of four possible. The current term is from January 1, 2018 and runs through December 31, 2018. The annual cost for 2018 was anticipated to be no more than \$640,000.00. However, unplanned boiler tube failures, combined with already scheduled work, are requiring an additional \$175,000.00 be added to this contract to get through the current term.

Executive Summary:

- Amendment with cost to the contract with Zampell Refractories, Inc. for an additional \$175,000.00.
- Current contract amount is \$640,000.00 and runs from Jan. 1, 2018 through Dec. 31, 2018.
- Vendor provides refractory demolition, tile installation and misc. anchor welding during scheduled and emergency outages at the Waste to Energy Facility.
- Additional fund are needed due to unexpected boiler tube failures, resulting in emergency outages combined with the already scheduled outages planned in 2018.

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? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT

Title: **REFRACTORY INSTALLATION AND
SANDBLASTING SERVICES**

This Contract Amendment including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ZAMPELL REFRACTORIES, INC.**, whose address is 3 Stanley Tucker Drive, Newburyport, Massachusetts 01950-4017, 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 provide for the City REFRACTORY INSTALLATION AND SANDBLASTING SERVICES AT THE CITY'S WASTE TO ENERGY FACILITY; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 4, 2015, and June 18, 2015, 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 Amendment shall become effective upon signature of the parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)** 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.

ZAMPELL REFRACTORIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

18-209

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

12/03/2018

Date Rec'd	11/19/2018
Clerk's File #	OPR 2017-0660
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFP #4390-17
Agenda Item Type	Contract Item	Requisition #	CR 19893
Agenda Item Name	4490 CONTRACT AMENDMENT FOR ULTRASONIC THICKNESS TESTING AT WTE		

Agenda Wording

Contract amendment with 5 Star Testing, Inc., of Brush Prairie, WA, to provide ultrasonic testing services for the WTE. The term is October 30, 2017 to October 29, 2019 for an additional \$60,000.00 (incl. tax).

Summary (Background)

The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. 5 Star Testing, Inc. was awarded the contract for these services based on their response to RFP 4390-17. The cost for the contract was estimated to be approximately \$66,000.00 for 3 years. However, unplanned boiler tube failures have required additional testing and will require an additional \$60,000.00 for the duration of the contract.

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

Expense	\$ 60,000.00	# 4490-44100-37148-54201-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 11/26
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Amendment for Ultrasonic Thickness Testing at Waste to Energy
Date:	November 26, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional funding to be added to the contract for ultrasonic thickness testing at the WTE.
Background/History: <p>The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged.</p> <p>5 Star Testing, Inc., of Brush Prairie, WA was awarded the contract for these services from October 30, 2017 through October 29, 2019 based on their response to RFP 4390-17. The cost for the contract was estimated to be approximately \$66,000.00. However, unplanned boiler tube failures have required additional testing and will require an additional \$60,000.00 for the duration of the contract.</p>	
Executive Summary: <ul style="list-style-type: none"> Amendment with cost to contract with 5 Star Testing, Inc. for an additional \$60,000.00. The original contract amount is \$66,000.00 from Oct. 30, 2017 through Oct. 29, 2019. Vendor provides ultrasonic thickness testing of boiler tubes. Additional funds required due to unplanned boiler tube failures. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **REFRACTORY INSTALLATION AND
SANDBLASTING SERVICES**

This Contract Amendment including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **5 STAR TESTING, INC.**, whose address is 15801 NE 182nd Avenue, Brush Prairie, Washington, 98606 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to **CONDUCT ANNUAL ULTRASONIC THICKNESS TESTING AT THE CITY'S WTE FACILITY**; and*

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 6, 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 Amendment shall become effective upon signature of the parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** 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.

5 STAR TESTING, INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

18-210

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

ORD C35711

Renews #**Submitting Dept**

STREETS

Contact Name/Phone

GARY X8810

Contact E-Mail

GKAESEMEYER@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

1100 - SBO RESIDENTIAL GRIND OVERLAY & REET

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

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.

Summary (Background)

This is a change to the 2018 budget to coincide with operational changes that were made for residential grind and overlay projects after the adoption of the 2018 budget. This change will capture the projected REET funds that exceeded the original budget and actual revenue received from the work the Street crews did on projects funded by the TBD and Levy as well as create the budget necessary to fund the Residential Grind and Overlay Projects that were contracted out.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 650,000

1100-21700-99999-31734-99999

Revenue \$ 2,312,148

1100-21700-99999-34919-99999

Expense \$ 2,610,000

1100-21700-42300-54201-99999

Expense \$ 352,148

1100-21700-42300-53210-99999

Approvals**Council Notifications****Dept Head**

KAESEMEYER, GARY

Study Session

PIES 11/26

Division Director

FEIST, MARLENE

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

DALTON, PAT

gkaesemeyer@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Korlob@spokanecity.org

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

MCDANIEL, ADAM

ORDINANCE NO C35711

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 Street 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 Street Fund, and the budget annexed thereto with reference to the Street Fund, the following changes be made:

FROM:	1100-21700	Street Fund	
	99999-31734	REET First Quarter Percent	\$ 650,000
	1100-21700	Street Fund	
	99999-34919	IF Revenue	<u>\$ 2,312,148</u>
			\$ 2,962,148
TO:	1100-21700	Street Fund	
	42300-54201	Contractual Services	\$ 2,610,000
	1100-21700	Street Fund	
	42300-53210	Repair/Maintenance supplies	<u>\$ 352,148</u>
			\$ 2,962,148

Section 2. It is, therefore, by the City Council declared that an urgency exists for making the changes set forth herein, such urgency from the need to recognize additional revenues to the Street Department from REET and interfund billings from TBD and Levy funded projects as well as add budget capacity for the Residential Grind overlay projects, because of such need, an urgency for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Street Department
Subject:	Special Budget Ordinance - Streets
Date:	November 26 th , 2018
Author (email & phone):	Gary Kaesemeyer gkaesemeyer@spokanecity.org 232-8810
City Council Sponsor:	Council President Stuckart
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Correction to the Annual Budget of the City of Spokane for 2018
Strategic Initiative:	Rapidly Accelerating Street Paving Projects
Deadline:	
Outcome:	Align Budget Funds with work that was completed this year
Background/History: <p>This is a change to the 2018 budget to coincide with operational changes that were made for residential grind and overlay projects after the adoption of the 2018 budget. This change will allow for funds to be allocated as intended.</p>	
Executive Summary: <ul style="list-style-type: none"> Recognize \$650,000 in additional REET revenue Recognize \$2,312,148 IF revenue for Street Levy/TBD work completed Fund Contractual Services for Residential Grind and Overlay \$2,610,000 Fund Repair/Maintenance Supplies used in LEVY/TBD work \$352,148 <p>These changes to the Street Department Budget will capture the projected REET funds that exceeded the original budget and actual revenue received from the work the Street crews did on projects funded by the TBD and Levy as well as create the budget necessary to fund the Residential Grind and Overlay Projects that were contracted out.</p>	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

ORD C35712

Renews #**Submitting Dept**

TBD GOVERNING BOARD

Contact Name/Phone

SCOTT X6854

Contact E-Mail

SMSIMMONS@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

1990 - TBD RESIDENTIAL STREET PROJECTS

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

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.

Summary (Background)

This SBO will increase the budget for residential crack seal and residential grind and overlay projects. Historically TBD was a different fund type and did not have to be budgeted. Now that it is a Special Revenue fund, it is part of the annual budget process and unfortunately was not budgeted for the anticipated projects that were going to be completed in 2018.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 950,000

Undesignated Reserves

Expense \$ 600,000

1990-49810-42300-54141

Expense \$ 100,000

1990-49843-42800-54141

Expense \$ 250,000

1990-49843-42800-54201

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session

PIES 11/26

Division Director**Other****Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Korlob@spokanecity.org

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

MCDANIEL, ADAM

ORDINANCE NO C35712

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 Transportation Benefit District 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 Transportation Benefit District Fund, and the budget annexed thereto with reference to the Transportation Benefit District Fund, the following changes be made:

FROM:	1990-99999 99999-	Transportation Benefit District Undesignated Reserves	\$ 950.000
TO:	1990-49810 42300-54141	TBD – Residential Crack Seal Other Professional Services	\$ 600,000
	1990-49843 42800-54141	TBD – Residential Grind Overlay Contractual Services	\$ 100,000
	1990-49843 42800-54201	TBD – Residential Grind Overlay Contractual Services	<u>\$ 250,000</u>
			\$950,000

Section 2. It is, therefore, by the City Council declared that an urgency exists for making the changes set forth herein, such urgency from the need to increase the budget for the Residential Crack Seal and Residential Grind overlay projects, because of such need, an urgency for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

PIES

Division & Department:	City Council
Subject:	2018 Unanticipated TBD Projects SBO
Date:	November 26, 2018
Author (email & phone):	Ben Stuckart – bstuckart@spokanecity.org 625-6269
City Council Sponsor:	Ben Stuckart
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Development/Public Infrastructure, Environment & Sustainability/
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment:	Transportation Benefit District
Strategic Initiative:	Improving Streets
Deadline:	Will file for Council consideration following committee meeting.
Outcome:	N/A

Executive Summary:

This SBO will increase the budget for residential crack seal and residential grind and overlay projects.

Historically TBD was a different fund type and did not have to be budgeted. Now that it is a Special Revenue fund, it is part of the annual budget process and unfortunately was not budgeted for the anticipated projects that were going to be completed in 2018.

FROM: Transportation Benefit District
Undesignated Reserves \$950,000

TO: TBD – Residential Crack Seal
Other Professional Services \$600,000

TBD – Residential Grind Overlay
Contractual Services \$100,000

TBD – Residential Grind Overlay
Contractual Services \$250,000

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: Known challenges/barriers:

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

ORD C35713

Renews #**Submitting Dept**

FLEET OPERATIONS

Cross Ref #**Contact Name/Phone**

SCOTT X6584

Project #**Contact E-Mail**

SMSIMMONS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5100 - SBO OPERATIONS EXPENSE & REVENUE

Agenda Wording

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.

Summary (Background)

Fleet Services requests an increase in their operating budget for the increased annual costs of Fuel, CNG monitoring, Parts for the repair of the City's fleet. These expenses are recovered through Interfund billings to various city departments utilizing fuel and requiring repairs and maintenance on their equipment and vehicles.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 1,311,000

5100-71700-99999-34919

Expense \$ 1,311,000

various accounts

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

FLEIGER, NATHAN

Study Session

PIES 11/26

Division Director

FEIST, MARLENE

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

SCHOEDEL, ELIZABETH

For the Mayor

ORMSBY, MICHAEL

sriggs@spokanecity.org

Additional Approvals

tbrazington@spokanecity.org

Purchasing

korlob@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35713

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 Fleet Services 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 Fleet Fund, and the budget annexed thereto with reference to the Fleet Fund, the following changes be made:

FROM:	5100-71700 99999-34919	Fleet Services Fund IF Revenue	\$ 1,311.000
TO:	5100-71700 48348-54201	Fleet Services Fund Contractual Services	\$ 160,000
	5100-71700 48348-53211	Fleet Services Fund Vehicle Repair/Maintenance supplies	\$ 575,000
	5100-71700 48348-53302	Fleet Services Fund Lubricants	\$ 55,000
	5100-71600 48348-53303	Fleet Services Fund Motor Fuel Outside Vendor	\$ 200,000
	5100-71700 48348-54850	Fleet Services Fund Other Repair/Maintenance	\$ 125,000
	5100-30210 48341-54906	Fleet Services Fund Laundry/Janitorial Services	\$ 35,000
	5100-30210 48341-54702	Fleet Services Fund Utility Light Power Service	\$ 25,000
	5100-71700 48348-54206	Fleet Services Fund Snow Removal Services	\$ 45,000
	5100-71700 48348-51210	Fleet Services Fund Overtime	\$ 71,000
	5100-30210 48341-54201	Fleet Services Fund Contractual Services	<u>\$ 20,000</u>
			\$ 1,311,000

Section 2. It is, therefore, by the City Council declared that an urgency exists for making the changes set forth herein, such urgency from the need to budget for the increase in costs and repairs for the city's fleet as well as various operating expenses that have not been budgeted at current operating

levels, because of such need, an urgency for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Special Budget Ordinance – Fleet Services
Date:	November 26, 2018
Author (email & phone):	Steve Riggs sriggs@spokanecity.org 710-2795
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget
Strategic Initiative:	
Deadline:	
Outcome:	

Background/History:
 Fleet Services requests an increase in budget from interfund revenue to interfund expense totaling \$1,311,000, as described:

- Contractual services saw an increase from our Compressed Natural Gas (CNG) maintenance supplier, Clean Energy, increasing the cost to maintain our CNG site late in 2017 due to lower than expected CNG usage.
- Vehicle repair and maintenance supplies is due to having the ability to maintain the City's fleet more effectively with the addition of four new positions, which has increased our requirement for parts and supplies by 5.4%. The vast improvements to our performance measures over the last year depicts that we are providing a better service to our department customers and the citizens. We are planning work more efficiently (Q3 2017=56%/Q3 2018=75%) and we are getting vehicles back in our customer's hands more effectively (Q3 2017=74 hours avg. downtime/Q3 2018=57 hours avg. downtime).
- Fuel prices are extremely volatile and difficult to predict. Using historical data, we estimate fuel to increase \$0.25 for diesel and \$0.20 for gasoline. We did not see the price going up \$0.54 for diesel and \$0.39 for gasoline in one year.
- Fleet overtime has historically been under-budgeted. During last year's VE Analysis we demonstrated we could decrease overtime by \$109,837 to an \$87,891 average annual overtime expense as one of the factors to validate the four new positions. Last year we paid \$197,728 in overtime and this year we are on track to pay \$109,582.99.

Executive Summary:

Impact

- This is required to continue maintaining the City's fleet in an effective manner.

Action

- Recommend approval \$1,113,000 from IF Revenue to Fleet's operating budget.

Funding

- Funding for the majority of this request will be recouped through interfund billing.

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:

Known challenges/barriers:

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

12/03/2018

Date Rec'd

11/20/2018

Clerk's File #

ORD C35714

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**

GAVIN COOLEY 625-6586

Project #**Contact E-Mail**

GCOOLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0410 SALE OF BONDS TO FINANCE UTGO 2018 LIBRARY BOND

Agenda Wording

An ordinance authorizing the issuance and sale of Unlimited Tax General Obligation (UTGO) Bonds in the amount not to exceed \$77 million to finance Library capital improvements as approved by the City voters in the Nov. 6, 2018 election.

Summary (Background)

The bonds will finance capital improvements for the Spokane City Library system and pay for the cost of issuance. Bonds will be repaid through a property tax assessment.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

STOPHER, SALLY

Study Session

Urban Experience

Division Director

STOPHER, SALLY

Other

Finance Comm. 11/19/18

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

DALTON, PAT

gcooley@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

cmarchand@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

pcbrown@spokanelibrary.org

CITY COUNCIL

MCDANIEL, ADAM

achanse@spokanelibrary.org

laura@mcaloan-law.com

Alan@nwmunicipaladvisors.com

CITY OF SPOKANE
UNLIMITED TAX GENERAL OBLIGATION BONDS, 2018

ORDINANCE NO. C35714

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$77,000,000 TO PROVIDE FUNDS TO FINANCE CAPITAL IMPROVEMENTS TO AND EXPANSION OF THE SPOKANE PUBLIC LIBRARY FACILITIES AND COLLECTIONS; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, AS AUTHORIZED BY A RESOLUTION OF THE COUNCIL AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION HELD ON NOVEMBER 6, 2018; AUTHORIZING PRELIMINARY AND FINAL OFFICIAL STATEMENTS; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES, PRINCIPAL MATURITIES AND OTHER TERMS OF THE BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS UNDER THE CONDITIONS SET FORTH HEREIN, AND DECLARING AN EMERGENCY.

Passed: December 3, 2018

Prepared by:

McALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE
ORDINANCE NO. C35714
TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions.....	2
Section 2. Authorization of Bonds and Bond Details	7
Section 3. Registration, Exchange and Payments	8
Section 4. Redemption; Purchase of Bonds	12
Section 5. Creation of Bond Fund and Pledge of Taxes and Credit	16
Section 6. Tax Covenants	16
Section 7. Form of Bonds	19
Section 8. Execution of Bonds.....	21
Section 9. Defeasance	22
Section 10. Lost, Stolen or Destroyed Bonds	22
Section 11. Delegation of Authority; Sale of Bonds.....	23
Section 12. Disposition of Bond Proceeds.....	26
Section 13. Undertaking to Provide Ongoing Disclosure	27
Section 14. Severability	27
Section 15. Effective Date	27

* This table of contents and the cover page are for convenience of reference and are not intended to be a part of this ordinance.

ORDINANCE NO. C35714

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$77,000,000 TO PROVIDE FUNDS TO FINANCE CAPITAL IMPROVEMENTS TO AND EXPANSION OF THE SPOKANE PUBLIC LIBRARY FACILITIES AND COLLECTIONS; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, AS AUTHORIZED BY A RESOLUTION OF THE COUNCIL AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION HELD ON NOVEMBER 6, 2018; AUTHORIZING PRELIMINARY AND FINAL OFFICIAL STATEMENTS; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES, PRINCIPAL MATURITIES AND OTHER TERMS OF THE BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS UNDER THE CONDITIONS SET FORTH HEREIN, AND DECLARING AN EMERGENCY.

WHEREAS, at an election held in the City of Spokane, Washington (the “City”), on November 6, 2018, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the principal amount of not to exceed \$77,000,000 (the “Bonds”), to provide funds to finance capital improvements to and expansion of the Spokane Public Library facilities and collections, and providing for annual tax levies on taxable property to pay the principal thereof and interest thereon, all as authorized by Resolution No. 2018-0069 of the City Council adopted on August 1, 2018; and

WHEREAS, the City Council now desires to authorize the issuance of the Bonds approved by the voters; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the

Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, and maturity dates of the Bonds under such terms and conditions as are approved by this ordinance; and

WHEREAS, the Bonds approved by the voters shall be sold pursuant to a competitive or negotiated sale as herein provided;

NOW, THEREFORE, THE CITY COUNCIL OF SPOKANE, WASHINGTON DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following definitions shall apply unless a different meaning clearly appears from the context:

Approved Bid means the winning bid submitted for a series of the Bonds if such series is sold by Competitive Sale.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds of a series (including persons holding such Bonds through nominees, depositories or other intermediaries).

Bond Fund means the “GO Bond Redemption Fund” created pursuant to Section 5 of this ordinance.

Bond Purchase Contract means, if the Bonds of a series shall be sold by Negotiated Sale, the purchase contract relating to such Bonds between the City and the Underwriter providing for the purchase of such Bonds by the Underwriter and setting forth certain terms approved by the Designated Representative as provided in Section 11 of this ordinance.

Bond Register means the books or records maintained by the Registrar containing the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds of a series held by each owner or nominee.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds of a series or the date that is five years after the date of issuance of such Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of such Bonds.

Bonds mean the City of Spokane, Washington, Unlimited Tax General Obligation Bonds, 2018, issued pursuant to this ordinance.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City.

Code means the federal Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

Commission means the United States Securities and Exchange Commission.

Competitive Sale means the process by which the Bonds (or a portion of them) are sold through the public solicitation of bids from underwriting firms.

Continuing Disclosure Agreement means an agreement entered into by the Chief Financial Officer pursuant to Section 13 of this ordinance.

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

Designated Representative means the Chief Financial Officer or the Director of Management and Budget.

Director of Management and Budget means the duly qualified, appointed and acting Director of Management and Budget or any other officer who succeeds to the duties now delegated to that office.

DTC means The Depository Trust Company, of New York, New York, as depository for the Bonds, or any successor or substitute for the Bonds.

Election Resolution means Resolution No. 2018-0069 approved by the Council on August 1, 2018.

First Interest Payment Date means the first interest payment date for the Bonds, set forth in the Bond Purchase Contract.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW.

Letter of Representations means the blanket issuer letter of representations from the City to DTC.

MSRB means the Municipal Securities Rulemaking Board or any successor to its functions.

Negotiated Sale means the process by which the Bonds (or a portion of them) are sold by negotiation to one or more underwriting firms selected by the Designated Representative.

Net Proceeds, when used with reference to the Bonds of a series, means the principal amount of such Bonds, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

Notice of Sale means, if the Bonds shall be sold by Competitive Sale, the notice of bond sale authorized to be given in Section 11 of this ordinance.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

Project means the plan of capital improvements to and expansion of the Spokane Public Library facilities and collections, as provided in the Election Resolution.

Registered Owner means the person in whose name the Bond is registered on the Bond Register. For so long as the Bonds of a series are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

Registrar means the fiscal agency of the State of Washington or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bonds of a series, maintaining the Bond Register, effecting

transfer of ownership of such Bonds, and paying the principal of, premium, if any, and interest on such Bonds.

Rule means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934.

Tax-Exempt Bonds means the Bonds of a series issued on a federally tax-exempt basis.

Treasurer means the Treasurer of the City or the person succeeding to the functions currently performed by the Treasurer.

Underwriter means, the underwriter(s) of the Bonds of a series if such Bonds are sold by Negotiated Sale or the successful bidder(s) submitting the Approved Bid if the Bonds of a series are sold by Competitive Sale.

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

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance 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 ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter 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 ordinance, 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 ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds.

(a) *Bonds.* The City shall now issue and sell bonds in the principal amount of not to exceed \$77,000,000 (the “Bonds”), being the unlimited tax general obligation bonds authorized by the qualified electors of the City at a special election held on November 6, 2018, for the purpose of providing funds to finance capital improvements to and expansion of the Spokane Public Library facilities and collections as approved in the Election Resolution.

(b) *Bond Details.* The Bonds shall be designated as the “City of Spokane, Washington, Unlimited Tax General Obligation Bonds, 2018,” with an appropriate series designation, if applicable. The Bonds shall be dated as of their date of original issuance and delivery; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification and control; shall bear interest from their date of issuance, payable on the first days of each June and December, commencing on the First Interest Payment Date, at rates set forth in the Bond Purchase Contract or the Notice of Sale and the Approved Bid; and shall mature on the dates and in the principal amounts set forth in the Bond Purchase Contract or the Approved Bid as approved by the Designated Representative pursuant to Section 11. The Bonds of a series of any of the maturities may be combined and

issued as term bonds, subject to mandatory redemption as provided in the Bond Purchase Contract or the Notice of Sale for such Bonds and the Approved Bid.

The Bonds shall be general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitation.

Section 3. Registration, Exchange and Payments.

(a) *Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Registrar. So long as any Bonds of a series remain outstanding, the Registrar shall make all necessary provisions to permit the exchange or registration or transfer of such Bonds at its principal corporate trust office. The Registrar may be removed at any time at the option of the Designated Representative upon prior notice to the Registrar and a successor Registrar appointed by the Designated Representative. No resignation or removal of the Registrar shall be effective until a successor shall have been appointed and until the successor Registrar shall have accepted the duties of the Registrar hereunder. The Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Registrar's powers and duties under this ordinance. The Registrar shall be responsible for its representations contained in the Certificate of Authentication of such Bonds.

(b) *Registered Ownership.* The City and the Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes

(except as provided in Section 13 of this ordinance), and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 3(h) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 3(h) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds in respect of the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on the Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Registrar or to DTC), or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of “Cede & Co.”, as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date.

Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Designated Representative pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Registrar shall, upon receipt of all outstanding Bonds, together with a written request of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds of a series that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The Designated

Representative shall deliver a written request to the Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Registrar of all then outstanding Bonds of a series together with a written request of the Designated Representative to the Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.*

The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding any interest payment or principal payment date any such Bond is to be redeemed.

(f) *Registrar's Ownership of Bonds.* The Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Registrar, and to the

extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds of a series are no longer in fully immobilized form, interest on such Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Registrar at least 15 days prior to the applicable payment date), such payment shall be made by the Registrar by wire transfer to the account within the continental United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Registrar.

Section 4. Redemption; Purchase of Bonds.

(a) *Optional or Extraordinary Redemption.* The Bonds of a series shall be subject to optional and/or extraordinary redemption on the dates, at the prices and under the terms set forth

in the Bond Purchase Contract or the Notice of Sale and Approved Bid and approved by the Designated Representative pursuant to Section 11 of this ordinance.

(b) *Mandatory Redemption.* The Bonds of a series shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract or the Notice of Sale and Approved Bid and as approved by the Designated Representative pursuant to Section 11 of this ordinance.

(c) *Purchase of Bonds.* The City also reserves the right to purchase any of the Bonds offered to the City at any time at a price deemed reasonable by the City.

(d) *Effect of Purchase.* To the extent that the City shall have purchased any term bonds since the last scheduled mandatory redemption of such term bonds, the City may reduce the principal amount of the term bonds to be redeemed in like principal amount. Such reduction may be applied in the year specified by the Designated Representative.

(e) *Selection of Bonds for Redemption.* If Bonds of a series are called for optional redemption, the maturities of Bonds to be redeemed shall be selected by the Designated Representative. If any Bonds to be redeemed (optional or mandatory) are held in book-entry-only form, the selection of Bonds to be redeemed within a maturity shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds to be redeemed are no longer held in book-entry-only form, the selection of such Bonds to be redeemed shall be made in the following manner. If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds and maturity to be redeemed shall be selected by lot utilizing a random selection process (reasonably determined by the Registrar) in increments of \$5,000. In the case of a Bond of maturity in a denomination greater than \$5,000, the City and Registrar shall treat each Bond of that maturity

as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond of that maturity by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the principal office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then-unredeemed balance of the principal sum thereof a Bond or, at the option of the Registered Owner, Bonds of like maturity and interest rate in any of the denominations herein authorized.

(f) *Notice of Redemption.* Written notice of any redemption of Bonds prior to maturity, which notice may be conditional, shall be given by the Registrar on behalf of the City by first class mail, postage prepaid, not less than 20 days nor more than 60 days before the date fixed for redemption to the Registered Owners of Bonds that are to be redeemed at their last addresses shown on the Bond Register. This requirement shall be deemed complied with when notice is mailed to the Registered Owners at their last addresses shown on the Bond Register, whether or not such notice is actually received by the Registered Owners.

So long as the Bonds are in book-entry only form, notice of redemption shall be given to Beneficial Owners of Bonds to be redeemed in accordance with the operational arrangements then in effect at DTC, and neither the City nor the Registrar shall be obligated or responsible to confirm that any notice of redemption is, in fact, provided to Beneficial Owners.

Each notice of redemption prepared and given by the Registrar to Registered Owners of Bonds shall contain the following information: (1) the proposed redemption date, (2) the redemption price, (3) if fewer than all outstanding Bonds of a series are to be redeemed, the identification by maturity (and, in the case of partial redemption, the principal amounts) of the Bonds to be redeemed, (4) that on the date fixed for redemption the redemption price will

become due and payable upon each Bond or portion called for redemption, and that interest shall cease to accrue from the date fixed for redemption (unless the notice of redemption is a conditional notice, in which case the notice shall state that interest shall cease to accrue from the date fixed for redemption if and to the extent that funds have been provided to the Registrar for the redemption of Bonds), (5) that the Bonds are to be surrendered for payment at the principal office of the Registrar, (6) the CUSIP numbers of all Bonds being redeemed, (7) the dated date of the Bonds being redeemed, (8) the rate of interest for each Bond being redeemed, (9) the date of the notice, and (10) any other information deemed necessary by the Registrar to identify the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(g) *Effect of Redemption.* Unless the City has revoked a notice of redemption (or unless the City provided a conditional notice and the conditions for redemption set forth therein are not satisfied), the City shall transfer to the Registrar amounts that, in addition to other money, if any, held by the Registrar for such purpose, will be sufficient to redeem, on the date fixed for redemption, all the Bonds to be redeemed. If, and to the extent that, funds have been provided to the Registrar for the redemption of Bonds then such Bonds shall become due and payable on the date fixed for redemption and interest on such Bond shall cease to accrue from and after such date.

(h) *Use of CUSIP Numbers.* Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the

CUSIP number identifying, by maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(i) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Creation of Bond Fund and Pledge of Taxes and Credit. The Treasurer currently maintains a fund to be used for the payment of debt service on all general obligation bonds, designated as the “General Obligation Debt Service Fund” (the “Bond Fund”). The Bond Fund shall be drawn upon for the purpose of paying the principal of and interest on the Bonds.

The City hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 6. Tax Covenants. With respect to Bonds issued as Tax-Exempt Bonds, the City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Tax-Exempt Bonds and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Tax-Exempt Bonds.

(a) *Arbitrage Covenant.* Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the proceeds of sale of the Tax-Exempt Bonds or any other funds of the City which may be deemed to be proceeds of the Tax-Exempt Bonds pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the dates of delivery of the Tax-Exempt Bonds to the initial purchasers thereof, would have caused the Tax-Exempt Bonds to be treated as “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The City will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Tax-Exempt Bonds.

(b) *Private Person Use Limitation for Tax-Exempt Bonds.* The City covenants that for as long as the Tax-Exempt Bonds are outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Tax-Exempt Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Tax-Exempt Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than 5% of the Net Proceeds of the Tax-Exempt Bonds are to be used for any Private Person Use; and

(4) More than 5% of the principal or interest payments on the Tax-Exempt Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds or Private Person Use payments described in subsection (4) hereof that is in excess of the 5% limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Tax-Exempt Bonds used for the state or local governmental use portion of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds to which the Private Person Use of such portion of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds relates. The City further covenants that it will comply with any limitations on the use of the Projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Tax-Exempt Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds.

(c) *Modification of Tax Covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any Tax-Exempt Bonds.

Section 7. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____ \$ _____

STATE OF WASHINGTON

CITY OF SPOKANE

UNLIMITED TAX GENERAL OBLIGATION BOND, 2018 [series designation]

Interest Rate: _____ Maturity Date: _____ CUSIP No. _____

Registered Owner: CEDE & Co.

Principal Amount: _____ AND NO/DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the City known as the "GO Bond Redemption Fund" (the "Bond Fund") the Principal Amount indicated above and to pay interest thereon from the Bond Fund from _____, 2018, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable on _____, 20__, and semiannually thereafter on the first days of each June and December.

Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC. The fiscal agency of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Registrar"). Capitalized terms used in this bond that are not specifically defined have the meanings given such terms in

Ordinance No. C35714 of the City (the “Bond Ordinance”). Reference is made to the Bond Ordinance and any and all modifications and amendments thereto for a description of the nature and extent of the security for the bonds of this issue, the funds or revenues pledged, and the terms and conditions upon which such bonds are issued.

This bond is one of an issue of unlimited tax general obligation bonds of the City of like date and tenor, except as to number, interest rate and date of maturity, in the principal amount of not to exceed \$77,000,000, for the purpose of providing funds to finance capital improvements to and expansion of the Spokane Public Library facilities and collections, as authorized by Resolution No. 2018-0069 of the Council adopted on August 1, 2018, and approved by the qualified electors of the City at a special election held therein on November 6, 2018. Capitalized terms used in this bond and not otherwise defined shall have the meanings given them in the Bond Ordinance.

The bonds of this issue are subject to redemption prior to their stated maturity as stated in the [Bond Purchase Contract] [Notice of Sale and Approved Bid] for the Bonds.

The City hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the City without limitation as to rate or amount and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on the bonds of this issue as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this ____ day of _____, 2018.

CITY OF SPOKANE, WASHINGTON

By /s/ facsimile or manual
Mayor

ATTEST:

_____/s/ facsimile or manual_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2018

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Unlimited Tax General Obligation Bonds, 2018 [series designation] of the City of Spokane, Washington, dated _____, 2018.

WASHINGTON STATE FISCAL
AGENCY, Registrar

By _____/s/_____
Authorized Signer

Section 8. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed or a facsimile thereof imprinted or otherwise reproduced on the Bonds.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Registrar, or issued by the City, such Bonds 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. Any Bond may also be signed and attested on behalf of the City by such persons who are at the

actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 9. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in a special account of the City, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The Registrar shall provide notice of defeasance of Bonds to Registered Owners and to each party entitled to receive notice in accordance with Section 13 of this ordinance.

Section 10. Lost, Stolen or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Registrar may execute and deliver a new Bond or Bonds of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Registrar in connection therewith and upon his/her filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and the

Registrar with indemnity satisfactory to the Designated Representative and the Registrar, respectively.

Section 11. Delegation of Authority; Sale of Bonds.

(a) *Delegation of Authority.* The City has determined that it would be in the best interest of the City to delegate to the Designated Representative the authority to approve the manner of sale, the number of series, the series designation, the final principal amounts of the Bonds (within the parameters established herein), date of the Bonds, tax status of each series, interest rates, payment dates, redemption provisions, maturity dates of such Bonds, and other terms and conditions of the Bonds in the manner provided hereafter so long as:

- (1) the aggregate principal amount of the Bonds does not exceed \$77,000,000;
- (2) the final maturity of each series of the Bonds does not exceed 25 years; and
- (3) the true interest cost of each series of the Bonds does not exceed 5.50%.

In determining the manner of sale, number of series, the taxable or tax-exempt status of each series, the series designation, the final principal amounts of the Bonds (within the parameters above), date of the Bonds, interest rates, payment dates, redemption provisions, and maturity dates of such Bonds, the Designated Representative, in consultation with City staff and the City's financial advisor, shall take into account those factors that, in the Designated Representative's judgment, will result in the lowest true interest cost on the applicable series of the Bonds to their maturity, including, but not limited, to current financial market conditions and current interest rates for obligations comparable in tenor and quality to the applicable series of the Bonds.

(b) *Bond Sale.* The Designated Representative is hereby authorized to determine whether the Bonds shall be sold by Negotiated Sale or by a Competitive Sale. If the Bonds are

sold by negotiated sale, the Designated Representative shall negotiate the terms of sale for the Bonds, including the terms described in this section, in a contract of sale (a “Bond Purchase Contract”) with one or more underwriters.

If the Bonds are sold by Competitive Sale, the Designated Representative or his designee shall: (a) establish the date of the public sale; (b) establish the criteria by which the successful bidder will be determined; (c) request a good faith deposit from the Successful Bidder; (d) cause notice of the public sale to be given (the “Notice of Sale”); and (e) provide for such other matters pertaining to the public sale as he deems necessary or desirable. The Designated Representative shall cause notice of the public sale to be given and provide for such other matters pertaining to the public sale as she deems necessary or desirable.

Upon the date and time established for the receipt of bids for the Bonds, the Designated Representative or his designee shall open the bids and shall cause the bids to be mathematically verified. The Designated Representative will approve the bid offering to purchase the Bonds at the lowest true interest cost to the City at such price as shall be determined at the time of sale by the Designated Representative, plus accrued interest to the date of delivery, on all the terms and conditions set out in the applicable Notice of Sale.

All bids submitted for the purchase of the Bonds shall be as set forth in the applicable Notice of Sale or otherwise as established by the Designated Representative which will be furnished upon request made to the Designated Representative. Such successful bidder shall, in accordance with the terms of the Notice of Sale, make a good faith deposit by federal wire or by a cashier’s or certified check, made payable to the order of the City in an amount determined by the Designated Representative. The good faith deposit of the successful bidder shall be security for the performance of its bid and shall be held as liquidated damages in case the successful

bidder fails to take up and pay for the applicable series of the Bonds within 45 days if tendered for delivery. All bids submitted shall be opened (but not read publicly) by the City. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

Subject to the terms and conditions set forth in this section, the Designated Representative is hereby authorized to accept an Approved Bid in a Competitive Sale and/or execute the final form of a Bond Purchase Contract in a Negotiated Sale, upon his approval of the number of series, the series designation, the final principal amounts of the Bonds (within the parameters established in this section), date of the Bonds, interest rates, payment dates, redemption provisions, and maturity dates of such bonds set forth therein. Following the sale of the Bonds of a series, the Designated Representative shall provide a report to the Council, describing the final terms of such Bonds approved pursuant to the authority delegated in this section.

(b) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance, the proper officials of the City, including the Designated Representative, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the successful bidder thereof and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including underwriter's discount, the fees and expenses specified in the Bond Purchase Contract or Notice of Sale, including fees and expenses of underwriter and other retained services, including Bond Counsel, financial advisor, rating

agencies, fiscal agency, and other expenses customarily incurred in connection with issuance and sale of bonds.

(c) *Preliminary and Final Official Statements.* The Designated Representative is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Designated Representative is further authorized to ratify and to approve for purposes of the Rule, on behalf of the City, the Official Statement relating to the issuance and sale of the Bonds and the distribution of the Official Statement pursuant thereto with such changes, if any, as may be deemed by him to be appropriate.

Section 12. Disposition of Bond Proceeds. An account shall be established and designated as the “2018 UTGO Library Capital Bond Account, Fund No. 3365” (the “Library Construction Account”) within the Bond Fund, into which the balance of the net proceeds of the Bonds shall be deposited. Money on hand in the Library Construction Account shall be used to pay the costs of or reimbursement for the costs of the Project and costs of issuance of the Bonds. The City hereby declares its official intent to reimburse itself for any expenditures that it makes on the Project prior to issuing the Bonds. The City understands that proceeds of the Bonds may only be used to reimburse expenditures paid no earlier than sixty (60) days prior to the date of the adoption of Resolution No. 2018-0019. The City further understands that the use of proceeds of the Bonds to reimburse an expenditure may occur no later than eighteen (18) months after the date of such expenditure.

Money in the Library Construction Account shall be invested in such obligations as may now or hereafter be permitted to the City by law and City policies. Any part of the proceeds of the Bonds remaining in the Library Construction Account after all costs of the Project have been

paid (including costs of issuance) shall be transferred to the Bond Fund for the uses and purposes therein provided.

Section 13. Undertaking to Provide Ongoing Disclosure. The Designated Representative is hereby authorized to enter into a written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule (the “Continuing Disclosure Agreement”). The Continuing Disclosure Agreement constitutes the City's written undertaking for the benefit of the owners (including Beneficial Owners) of the Bonds as required by Section (b)(5) of the Rule.

Section 14. Severability. If any provision in this ordinance 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 provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 15. Effective Date. The Council hereby finds and determines that the issuance and sale of the Bonds at this time will benefit the City by allowing the City to take advantage of current interest rates for tax-exempt bonds. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the income that will be earned from investing the portion of the proceeds of the sale of the Bonds until applied to pay Project costs. In order to take advantage of current interest rates, it is essential to accept the Bond Purchase Contract or Approved Bid to purchase the Bonds as quickly as possible. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this ordinance shall become effective immediately upon its passage.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on December 3, 2018.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

[Assistant] City Attorney

Laura D. McAloon, Bond Counsel

CERTIFICATE

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the “City”), and keeper of the records of the City Council (the “Council”); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C35714 of the City (the “Ordinance”), as finally passed at a regular meeting of the Council held on the 3rd day of December, 2018, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and placed the official seal of the City this 3rd day of December, 2018.

City Clerk

(SEAL)

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

12/03/2018

Date Rec'd	11/12/2018
Clerk's File #	RES 2018-0097
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2010165
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0370 - ASSESSMENT SEGREGATION PLAYFAIR LID		

Agenda Wording

Assessment Segregation for Haven Street from Vacated Riverside Avenue to Olive Avenue; Olive Avenue from Haven Street to Fiske Street; Fiske Street from Olive Avenue to Alki Avenue (Playfair LID). (East Central Neighborhood Council)

Summary (Background)

The attached Resolution provides for the segregation of County Assessor's Parcel Number 35164.0038 for the above project. Fee waived by Treasury Manager.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	PIES 11/26/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Parcel Segregation – Affects Haven St. LID
Date:	November 26, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of revised LID assessment
Background/History: <ul style="list-style-type: none"> Haven St. LID paved various unpaved streets in the East Central area in 2012. 	
Executive Summary: <ul style="list-style-type: none"> There is a proposed division of parcel 35164.0038 into four parcels. Because parcel 35164.0038 has an LID assessment attached to it, council action is required for this parcel split and division of assessment. The proposed split results 4 parcels, one of which fronts on Haven St (the road paved in the LID) and three of which do not front on Haven St. Using the same assessment calculation method as was used when the LID was formed, the new parcel fronting on Haven St. gets 100% of the LID assessment while the three other parcel get an assessment of \$0. Refer to attached supporting documentation. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2018-0097

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2010165, for the improvement of Haven Street from Vacated Riverside Avenue to Olive Avenue; Olive Avenue from Haven Street to Fiske Street; Fiske Street from Olive Avenue to Alki Avenue (Playfair LID) and to segregate County Assessor's Parcel Number 35164.0038, in the amount of (Fee Waived).

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

Parcel 35164.0038 – A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East. Parcel 7 of Record of Survey filed in Book 14 7 of Surveyors, Page 76, records of Spokane County, Washington and also a portion of Parcel "B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as: (See Parcel "B" in attached exhibits 5 & 6 from city council resolution 2015-0019).	\$47,755.26
---	-------------

3. The above described property shall be divided and the assessment segregated as follows:

35164.0043 – A parcel of land located in the Southeast Quarter, Section 16, Township 25 North, Range 43 East. West 607.66 Feet of Parcel 7 of Record of Survey filed in Book 147 of Surveyors, Page 76, records of Spokane County, Washington, being further described as: (See attached exhibit 1)	\$0.00
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35164.0044 – A parcel of land located in the Southeast Quarter, Section 16, Township 25 North, Range 43 East. 275.0 Feet of Parcel 7	\$0.00
--	--------

of Record of Survey filed in Book 147 of Surveyors, Page 76, records of Spokane County, Washington, being further described as: (See attached exhibit 2)

35166.0045 – A parcel of land located in the Southeast Quarter, Section 16, & the Southwest Quarter, Section 15, Township 25 North, Range 43 East. 286.07 Feet of Parcel 7 of Record of Survey filed in Book 14 7 of Surveyors, Page 76, records of Spokane County, Washington, being further described as: (See attached exhibit 3) \$0.00

35153.0014 – A parcel of land located in the Southwest Quarter, Section 15, Township 25 North, Range 43 East. East 299.93 Feet of Parcel 7 of Record of Survey filed in Book 147 of Surveyors, Page 76, records of Spokane County, Washington, being further described as: (See attached exhibit 4) \$47,755.26

\$47,755.26

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

Adopted by the City Council _____.

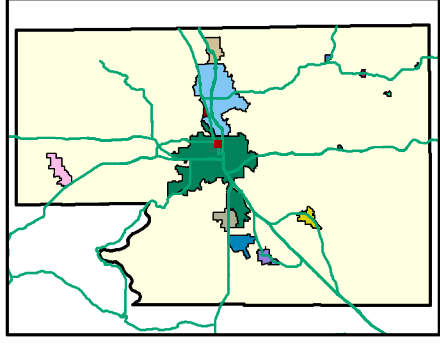
City Clerk

Approved as to form:

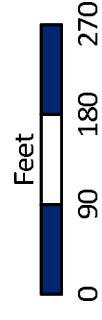
Assistant City Attorney

2010165\seg reso-35164.0038

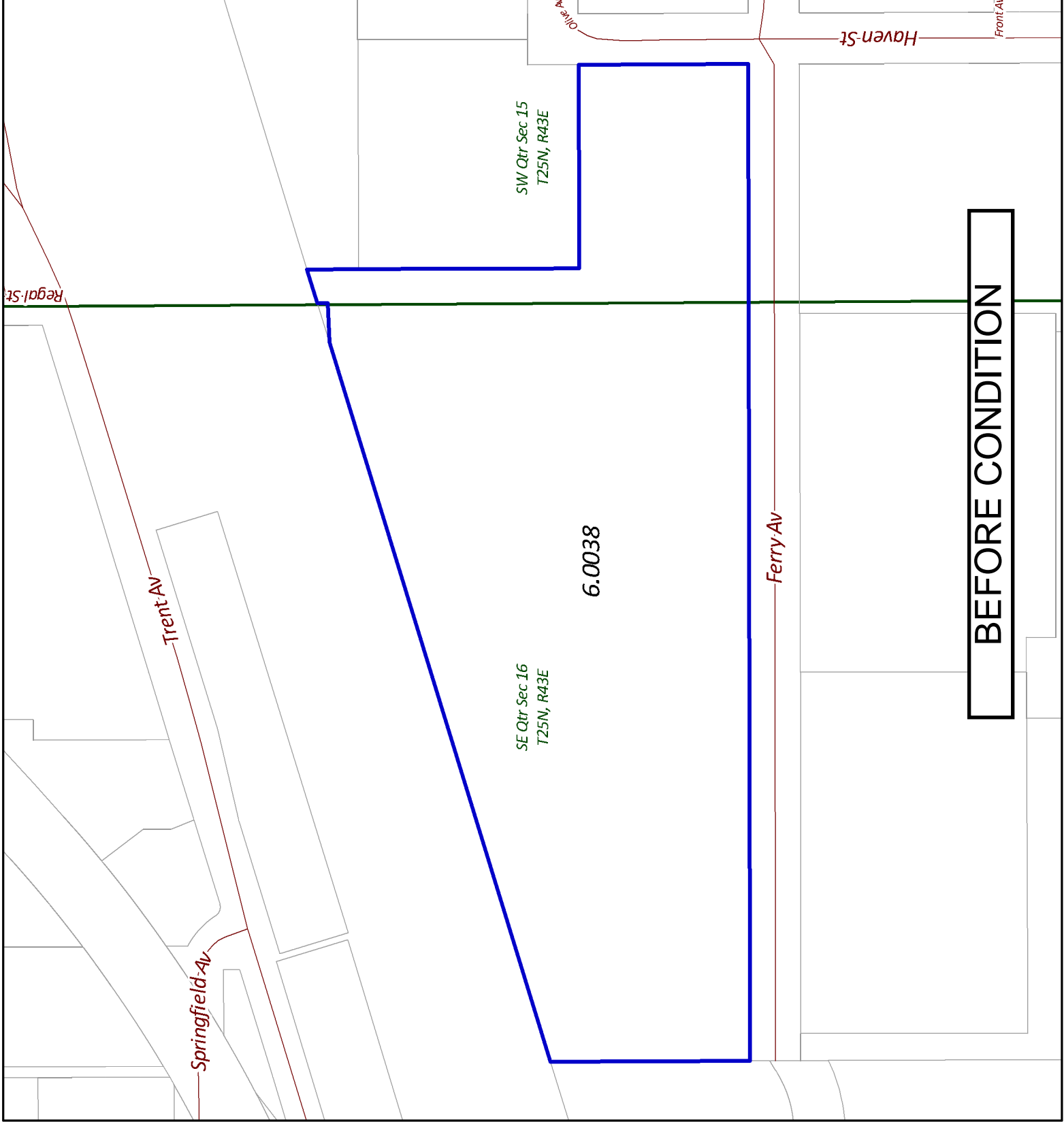
Before Map for
ACO# 20180448



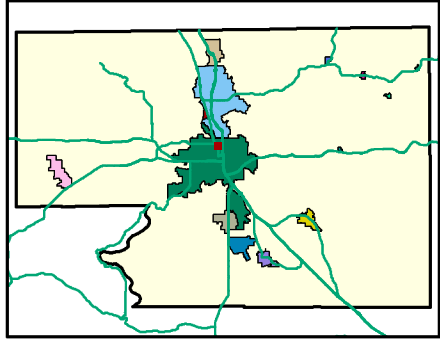
- Segregation Arcs
- Surrounding Parcels
- Roads
- Quarter Sections



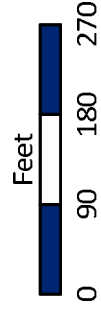
Map Created: 26 September 2018
Spokane County Assessor's Office



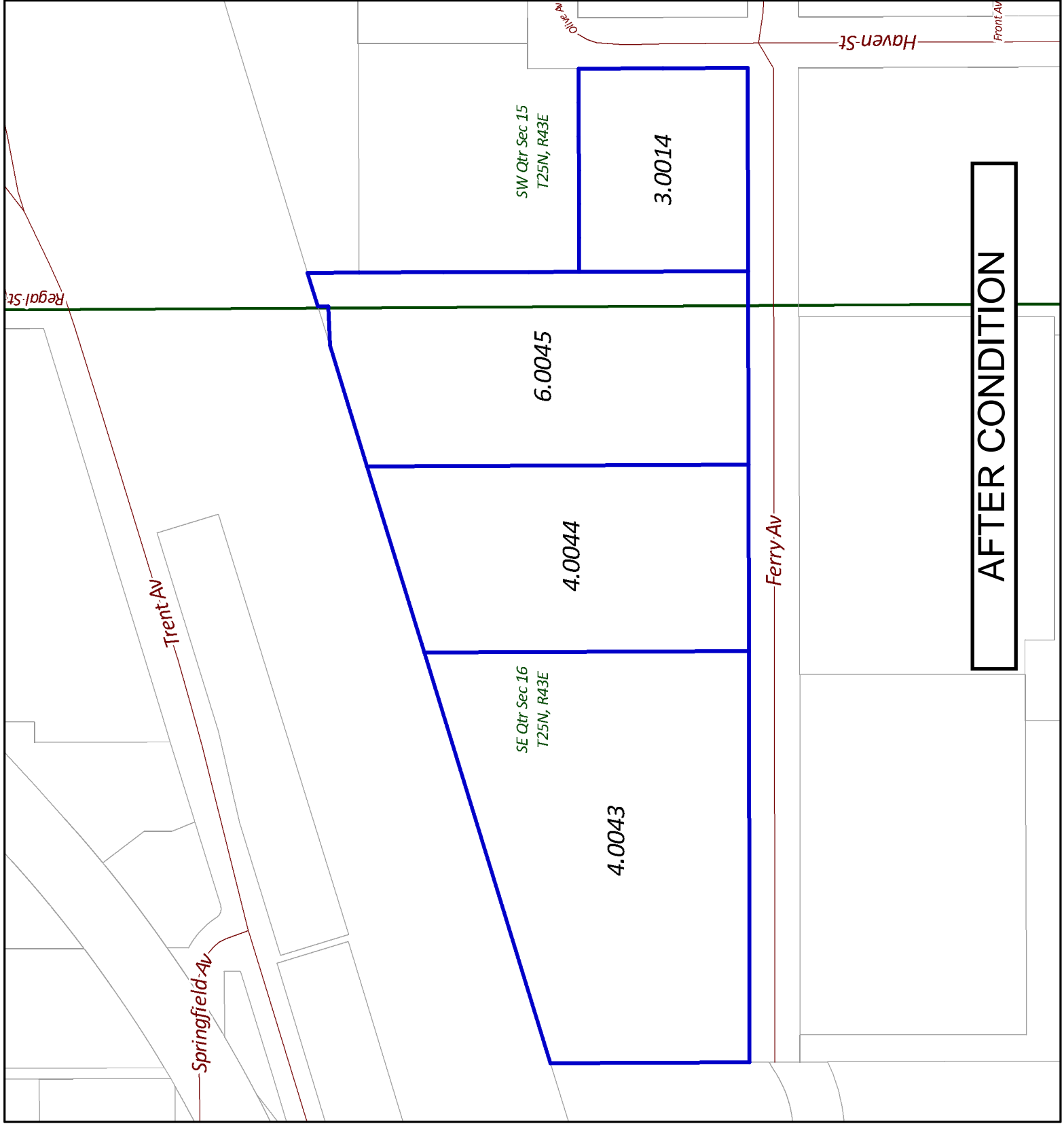
After Map for
ACO# 20180448



- Segregation Arcs
- Surrounding Parcels
- Roads
- Quarter Sections



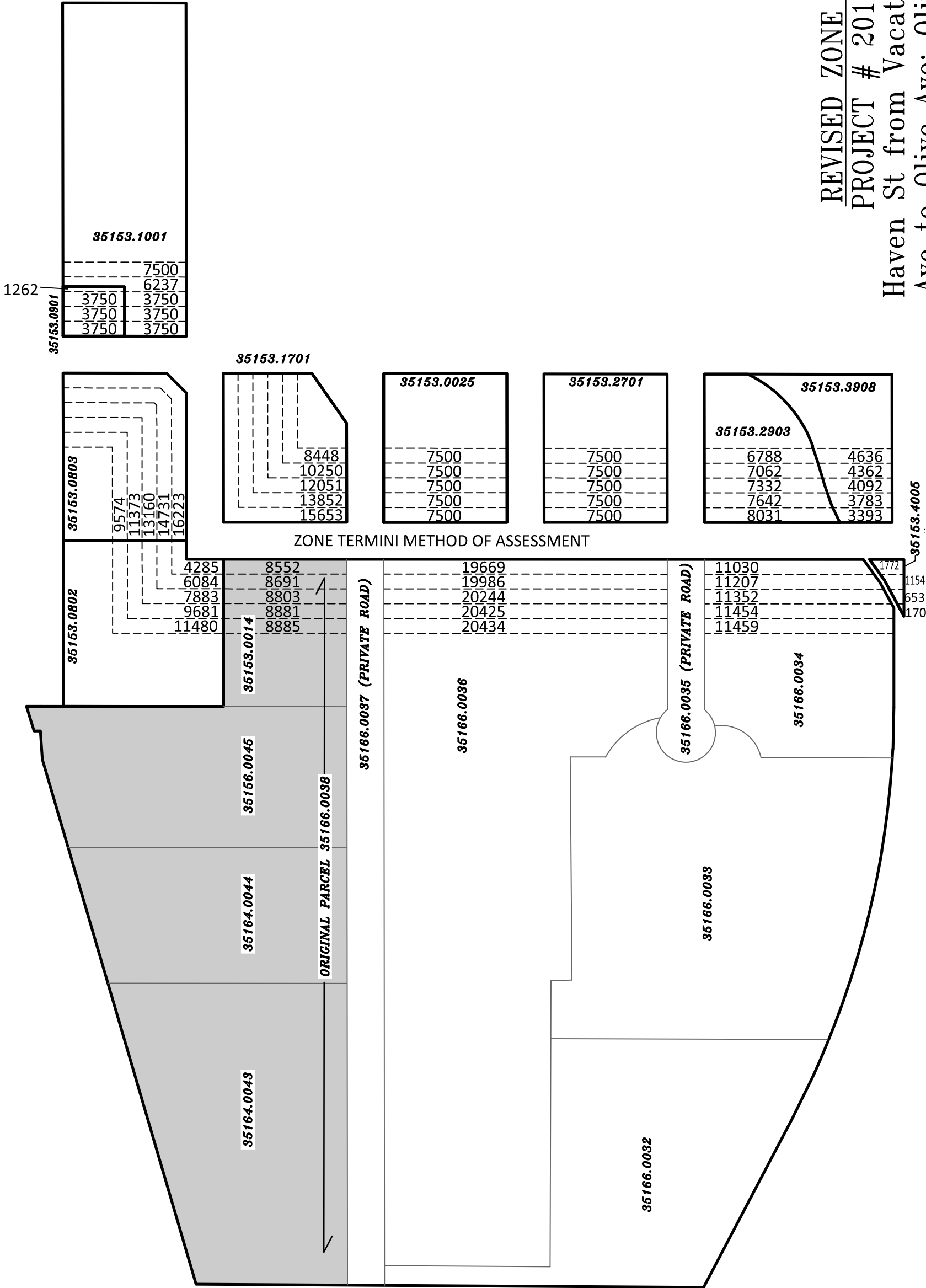
Map Created: 26 September 2018
Spokane County Assessor's Office



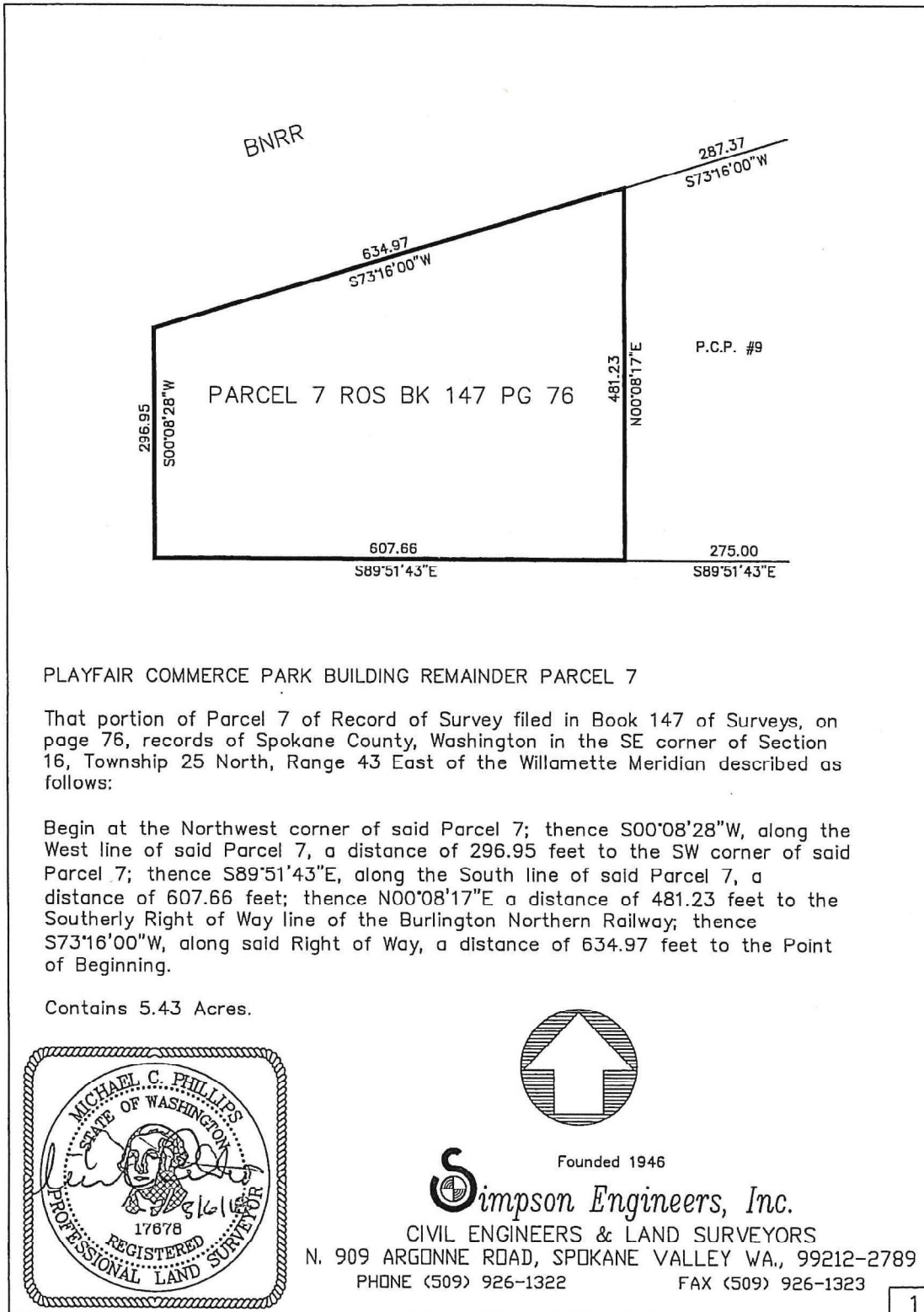


ORIGINAL ZONING 35166.0038	ZONE 1 -	8552
	ZONE 2 -	8691
	ZONE 3 -	8803
	ZONE 4 -	8881
	ZONE 5 -	8885

PARCEL 35166.0038 WAS SEGREGATED INTO 4 PARCELS
35153.0014, 35164.0043, 35164.0044, 35166.0045,

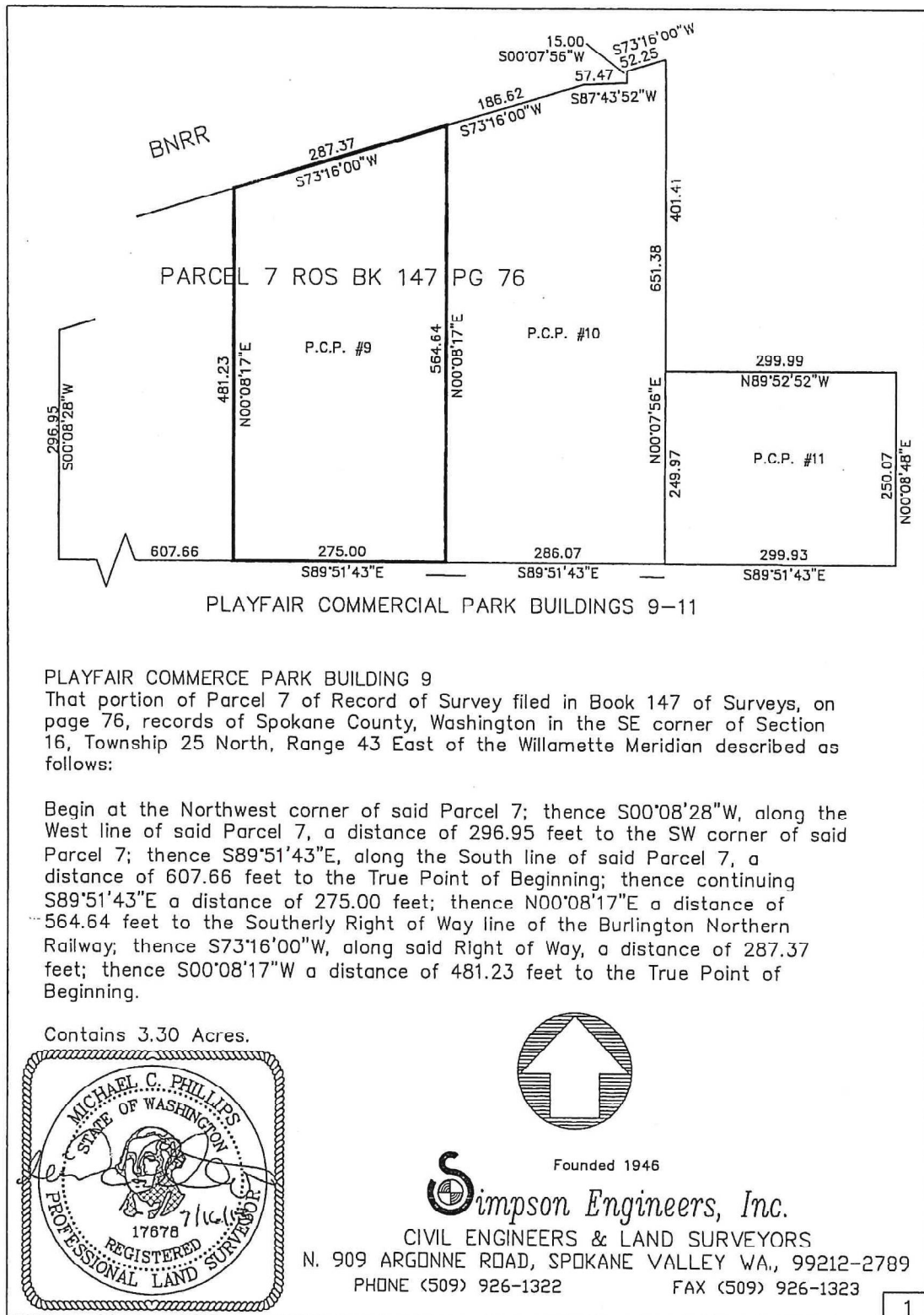


REVISED ZONE MAP
PROJECT # 2010165,
Haven St from Vacated Riverside
Ave to Olive Ave; Olive Ave from
Haven St to Fiske St; Fiske St
from Olive Ave to Alki Ave



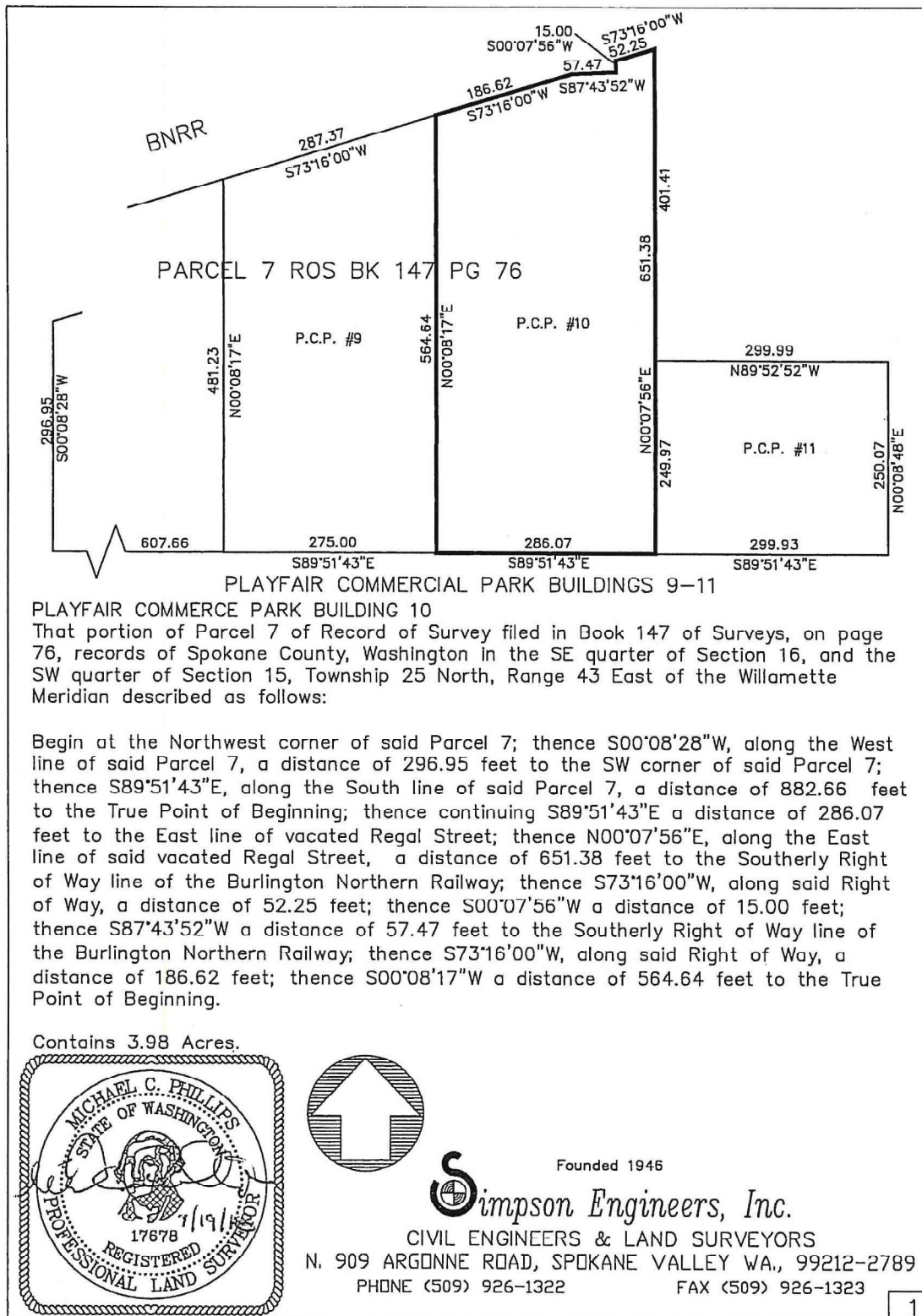
~ Exhibit 1 ~

(From City Boundary Line Adjustment Document #Z18-718BLA - Approved 8/7/2018)



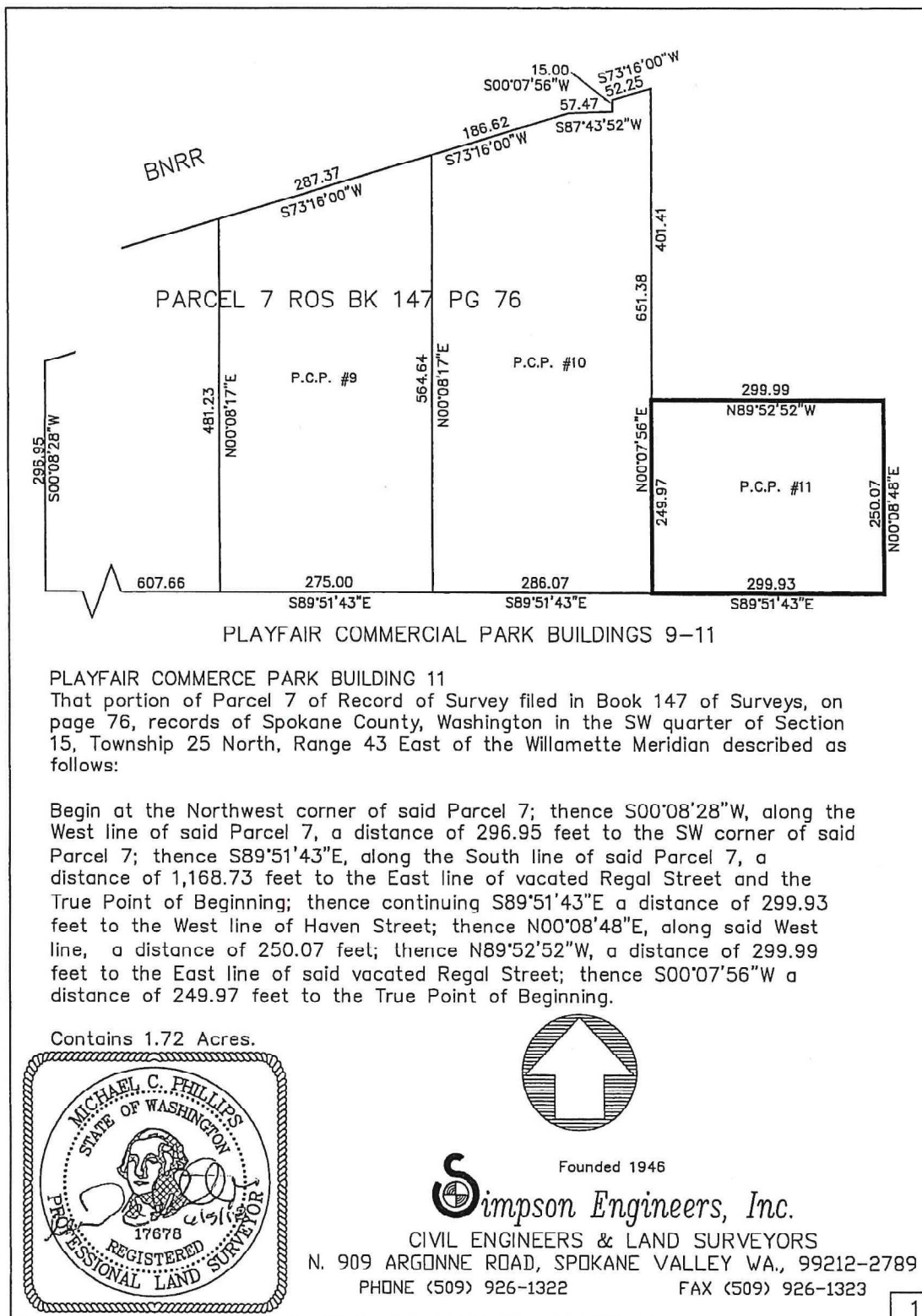
~ Exhibit 2 ~

(From City Boundary Line Adjustment Document #Z18-718BLA - Approved 8/7/2018)



~ Exhibit 3 ~

(From City Boundary Line Adjustment Document #Z18-718BLA - Approved 8/7/2018)



~ Exhibit 4 ~

(From City Boundary Line Adjustment Document #Z18-718BLA - Approved 8/7/2018)

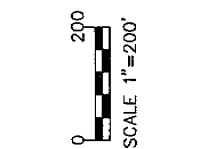
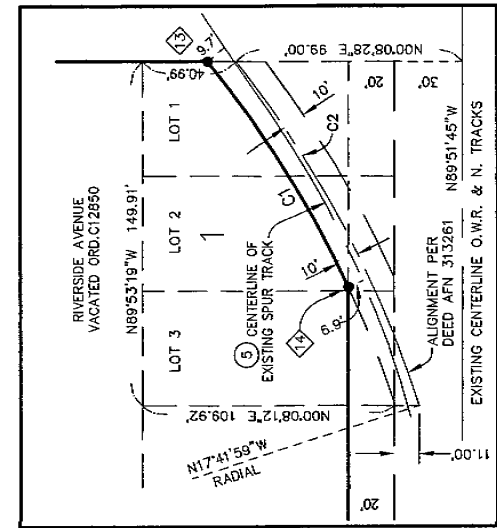
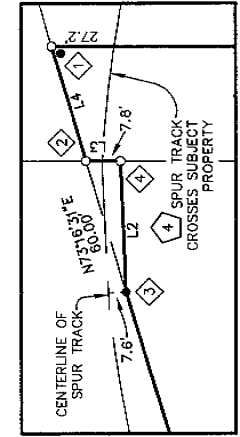
AUDITOR'S CERTIFICATE

FILED FOR RECORD BY:
LANDTEK, LLC
THIS 7th DAY OF FEBRUARY 2008,
AT 19 MINUTES PAST 10 O'CLOCK A.M.
AND RECORDED IN VOLUME 131 OF SURVEYS
ON PAGE(S) 52-53A
COUNTY AUDITOR DEWITT
AUDITOR'S FILE NO. 5639524

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°51'45"W	118.34
L2	N87°44'23"E	57.47
L3	N00°07'56"E	15.00
L4	N73°16'31"E	52.24
L5	N89°53'19"W	37.50
L6	N89°53'19"W	37.50
L7	N00°08'28"E	80.00
L8	N00°08'28"E	80.00

SPIRAL TABLE		
SPIRAL	LENGTH	RADIUS
SP1	170.00	1878.77
SP2	170.00	1878.77
SP3	170.00	1878.77
SP4	170.00	1878.77

CURVE TABLE		
CURVE	DELTA	RADIUS
C1	14°16'05"	457.45
C2	20°29'58"	477.46



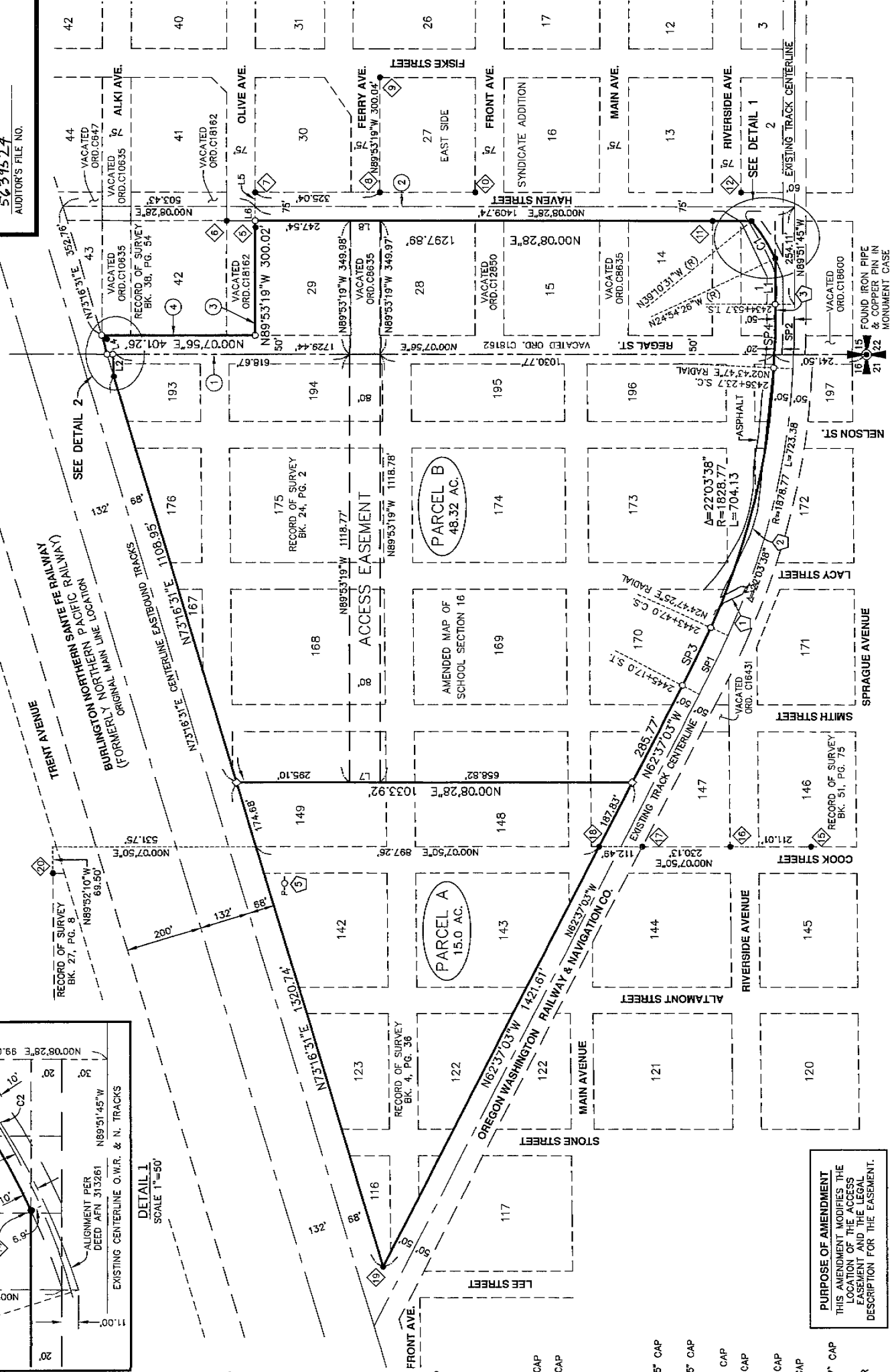
LEGEND

- FOUND POINT AS NOTED (PER ROS BK. 111, PG. 24-25)
- 5/8" REBAR & "LS 26390" CAP SET FOR ORIGINAL PROPERTY BOUNDARY IN MAY OF 2004 (ROS BK. 111, PG. 24-25)
- ◇ SET 1/2" REBAR & "LANDTEK LS 26390" CAP FOR PARCELS A-B SEGREGATION IN JANUARY OF 2008
- U- UTILITY POLE
- ① SURVEYOR'S NOTE CALL-OUT
- ② FOUND POINT NOTE CALL-OUT
- ③ ENCROACHMENT NOTE CALL-OUT

FOUND POINT NOTES

- ① FOUND 5/8" REBAR & "BRH LS 6434" CAP [0.71'S, 0.45'W]
- ② FOUND BENT 1/2" REBAR [0.17'N, 0.09'W] REPLACED PER LEGEND
- ③ FOUND 3/8" IRON PIPE [0.32'S, 0.19'W]
- ④ FOUND BENT 1/2" REBAR [0.28'N, 0.09'E] REPLACED PER LEGEND
- ⑤ FOUND BENT 1/2" REBAR, REPLACED PER LEGEND [0.34'W] NOT ACCEPTED
- ⑥ FOUND 5/8" REBAR & "BRH LS 6434" CAP [0.40'W]
- ⑦ FOUND 3/4" IRON PIPE [0.44'W] ACCEPTED N-S
- ⑧ FOUND 1" IRON PIPE [0.07'W]
- ⑨ FOUND 1/2" REBAR & "ABC 7317-13315" CAP
- ⑩ FOUND 1/2" REBAR & "ABC 7317-13315" CAP [0.07'W]
- ⑪ FOUND 1-1/2" IRON BAR [0.07'E]
- ⑫ FOUND 1" IRON PIPE [0.07'W]
- ⑬ FOUND 1/2" REBAR & "ABC LS 7317/13315" CAP [0.28'N, 0.14'W]
- ⑭ FOUND 1/2" REBAR & "ABC LS 7317/13315" CAP [0.28'N, 0.20'W]
- ⑮ FOUND 1/2" REBAR & "BENTHIN LS 13315" CAP [0.08'W]
- ⑯ FOUND 5/8" REBAR & "RAMCO LS 10401" CAP [0.08'W]
- ⑰ FOUND 5/8" REBAR & "RAMCO LS 10401" CAP
- ⑱ FOUND 3/8" REBAR & "ADAMS LS 7317" CAP [0.26'N, 0.37'W]
- ⑲ FOUND 3/4" IRON PIPE & "ADAMS LS 7317" CAP [0.12'S, 0.17'W]
- ⑳ FOUND 1-1/4" IRON PIPE AND 5/8" REBAR

PURPOSE OF AMENDMENT
THIS AMENDMENT MODIFIES THE LOCATION OF THE ACCESS EASEMENT AND THE LEGAL DESCRIPTION FOR THE EASEMENT.



LandTek, LLC
PROFESSIONAL LAND SURVEYORS
619 N. MADEIRA STREET
SPOKANE, WASHINGTON 99202
PHONE (509)926-2821 FAX (509)926-2736

AMENDED RECORD OF SURVEY
A.F.N. 5631504 BOOK 131 OF SURVEYS, PAGES 52-53
SHEET 1 OF 2
PLAYFAIR REDEVELOPMENT
PORTIONS OF THE SE 1/4 SECTION 16 AND THE SW 1/4 SECTION 15,
TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF _____ IN JANUARY, 2008.
BRUCE R. LARSEN, P.L.S.
CERTIFICATE NO. 28390
DATE 2/07/08

INDEX DATA KEY

FILE: \07-1292\PLAYFAIR REDEVELOPMENT.dwg 1/28/2008 9:14:27 AM PST
JOB NO: 07-1292
FB NO: 151
T25N, R43E, W.M.

LEGAL DESCRIPTIONS

PARCEL A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN (FORMERLY NORTHERN PACIFIC) RAILWAY COMPANY, AND NORTHEASTERLY OF THE RIGHT OF WAY OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY, BEING A PORTION OF THE SUBDIVISION OF SCHOOL SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 100; AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 16, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 111 OF SURVEYS, PAGES 24 AND 25; THENCE N00°07'56"E 1985.94 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN RAILWAY; THENCE S73°16'31"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 80.00 FEET TO A POINT; THENCE CONTINUING S73°16'31"W 1108.95 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING;

THENCE S00°08'28"W 1033.92 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY RIGHT OF WAY AND THE POINT OF TERMINUS.

PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN (FORMERLY NORTHERN PACIFIC) RAILWAY COMPANY, AND NORTHEASTERLY OF THE RIGHT OF WAY OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY, BEING A PORTION OF THE SUBDIVISION OF SCHOOL SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 100; AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 16, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 111 OF SURVEYS, PAGES 24 AND 25; THENCE N00°07'56"E 1985.94 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN RAILWAY; THENCE S73°16'31"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 80.00 FEET TO A POINT; THENCE CONTINUING S73°16'31"W 1108.95 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING;

THENCE S00°08'28"W 1033.92 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY RIGHT OF WAY AND THE POINT OF TERMINUS;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY INTERSECTS THE EAST LINE OF SECTION 16, AFORESAID; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 60 FEET TO A POINT; THENCE NORTHEASTERLY 57.47 FEET (57.42 FEET RECORD) TO A POINT ON THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 15 FEET SOUTH FROM THE PLACE OF BEGINNING; THENCE NORTH 15 FEET ALONG SAID EAST LINE OF SAID SECTION 16 TO THE PLACE OF BEGINNING;

TOGETHER WITH THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M. IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

ALL OF BLOCKS 14, 15, 28 AND 29, EAST SIDE SYNDICATE ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 73, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED FERRY AVENUE LYING BETWEEN BLOCKS 28 AND 29; THAT PORTION OF VACATED FRONT AVENUE LYING BETWEEN BLOCKS 15 AND 28; THAT PORTION OF VACATED MAIN AVENUE LYING BETWEEN BLOCKS 14 AND 15; THE NORTH HALF OF VACATED RIVERSIDE AVENUE LYING ADJACENT TO THE SOUTH LINE OF BLOCK 14; AND THAT PORTION OF VACATED REGAL STREET WITHIN SAID EAST SIDE SYNDICATE ADDITION LYING NORTH OF THE WESTERLY EXTENSION OF THE CENTERLINE OF VACATED RIVERSIDE AVENUE AND SOUTH OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RIGHT OF WAY;

AND TOGETHER WITH LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, EAST SIDE SYNDICATE ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 73, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

EXCEPT THE SOUTH 20 FEET OF SAID LOTS 1 THROUGH 6 IN BLOCK 1;

AND EXCEPT THAT PORTION OF LOTS 1, 2 AND 3 IN SAID BLOCK 1, LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND 10 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF THE SPUR TRACK AS NOW LOCATED ACROSS SAID LOTS, AND BEING FURTHER DESCRIBED IN THE DEED OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY, RECORDED FEBRUARY 28, 1911, UNDER RECORDING NO. 313261;

TOGETHER WITH THE SOUTH HALF OF VACATED RIVERSIDE AVENUE ADJOINING THE NORTHERLY SIDE OF LOTS 1 TO 6, INCLUSIVE, AND ALL THAT PORTION OF VACATED REGAL STREET ADJOINING THE WEST LINE OF SAID LOT 6, EXTENDING FROM A LINE PARALLEL WITH AND 20 FEET NORTH FROM THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 6 TO THE WESTERLY EXTENSION OF THE CENTERLINE OF VACATED RIVERSIDE AVENUE.

LEGAL DESCRIPTIONS

80' ACCESS EASEMENT

A STRIP OF LAND EIGHTY (80) FEET IN WIDTH, LYING IN THE SOUTHEAST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 16, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 111 OF SURVEYS, PAGES 24 AND 25; THENCE N00°07'56"E 1272.27 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 TO THE POINT OF BEGINNING;

THENCE S89°53'19"E 349.87 FEET TO THE WEST LINE OF HAVEN STREET; THENCE N00°08'28"E 80.00 FEET ALONG THE WEST LINE OF HAVEN STREET; THENCE N89°53'19"W 1468.75 FEET; THENCE S00°08'28"W 80.00 FEET; THENCE S89°53'19"E 1118.78 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

RECORD DOCUMENTS

THE FOLLOWING DOCUMENTATION WAS REFERRED TO IN PREPARING THIS SURVEY:

RECORD OF SURVEY BY ADAMS ENGINEERING, LS 7317, FILED IN BOOK 4 OF SURVEYS, PAGE 36, AUDITOR'S FILE NO. 7507310097.

RECORD OF SURVEY BY ADAMS, BENTHIN & CLARK, INC., LS 13315, FILED IN BOOK 24 OF SURVEYS, PAGE 2, AUDITOR'S FILE NO. 8102230200.

RECORD OF SURVEY BY JERRY S. MARIS, OREGON LS 860, FILED IN BOOK 27 OF SURVEYS, PAGE 8, AUDITOR'S FILE NO. 8203110230.

RECORD OF SURVEY BY BUSH, ROED & HITCHINGS, INC., LS 22333, FILED IN BOOK 38 OF SURVEYS, PAGE 54, AUDITOR'S FILE NO. 8702060198.

RECORD OF SURVEY BY JAMES F. BENTHIN & ASSOCIATES, LS 13315, FILED IN BOOK 51 OF SURVEYS, PAGE 75, AUDITOR'S FILE NO. 9202260235.

RECORD OF SURVEY BY LANDTEK, LLC, LS 26390, FILED IN BOOK 111 OF SURVEYS, PAGES 24-25, AUDITOR'S FILE NO. 5070692, RECORDED 5/13/04.

PLAT OF EAST SIDE SYNDICATE ADDITION, FILED IN VOLUME "C" OF PLATS, PAGE 73.

PLAT OF SUBDIVISION OF SCHOOL SECTION 16, FILED IN VOLUME "D" OF PLATS, PAGE 100.

OREGON WASHINGTON RAILWAY & NAVIGATION COMPANY "RIGHT-OF-WAY AND TRACK MAP, BRANCH LINE, AYOR TO SPOKANE," DATED JUNE 30, 1916.

NORTHERN PACIFIC RAILWAY "RIGHT-OF-WAY AND TRACK MAP, STA. 4359+00 TO STA. 4585+00," DATED 1927.

NORTHERN PACIFIC RAILWAY "STATION MAP, TRACKS AND STRUCTURES, SPOKANE" IDAHO DIVISION, MAIN LINE.

"SURVEY OF PLAYFAIR RACE TRACK," DATED 1958, PRIVATE RECORDS OF ADAMS & CLARK, INC.

GENERAL NOTES

1. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 2,758.313 SQUARE FEET (63.32 ACRES).

2. ORIGINAL BOUNDARY DATA ON THIS MAP IS SHOWN PER PREVIOUS LANDTEK RECORD OF SURVEY FILED IN BOOK 111 OF SURVEYS, PAGES 24-25, RECORDED 5/13/04. THE PURPOSE OF THIS SURVEY IS TO CREATE A 15 ACRE PARCEL "A" AT THE WESTERLY SIDE OF THE ORIGINAL PROPERTY, AS WELL AS TO CREATE AN ACCESS EASEMENT RUNNING TO SAID PARCEL "A."

PURPOSE OF AMENDMENT

THIS AMENDMENT MODIFIES THE LOCATION OF THE ACCESS EASEMENT AND THE LEGAL DESCRIPTION FOR THE EASEMENT.

AUDITOR'S CERTIFICATE

FILED FOR RECORD BY:

THIS 7th DAY OF FEBRUARY 2008.
AT 19 MINUTES PAST 10 O'CLOCK A.M.;
AND RECORDED IN VOLUME ____ OF SURVEYS
ON PAGE(S) 52-53A.

COUNTY AUDITOR/DEPUTY

5639524
AUDITOR'S FILE NO.

SURVEYOR'S NOTES

1. THIS SURVEY ACCEPTS THE FOUND REBARS SET IN 1981 BY R-O-S BK. 24, PG. 2 (SEE DETAIL 1, CORNERS #2 AND #4) AS THE BASIS FOR ESTABLISHING THE SECTION LINE. HISTORICAL RESEARCH INTO THE PAST SEVERAL DECADES HAS INDICATED THAT THE SECTION LINE WAS ESTABLISHED THIS POSITION IN SURVEYS DURING BACK TO 1958. THE QUARTER-SECTION CORNER BETWEEN SECTIONS 15 & 16 HAS BEEN DESTROYED.

2. THE CENTERLINE BEARING FOR HAVEN STREET IS COMPUTED FROM A BEST-FIT ANALYSIS OF THE FOUND POINTS #8, #10 AND #12 SHOWN ON THE EAST RIGHT-OF-WAY LINE. THE CENTERLINE IS POSITIONED MID-WAY BETWEEN THE FOUND CORNERS AT THE NORTHWEST OF BLOCK 2 AND THE SOUTHEAST OF BLOCK 14.

3. THE SOUTH LINE OF OLIVE AVENUE IS ESTABLISHED PARALLEL WITH THE FOUND POINTS ON THE NORTH LINE OF BLOCK 27 OF EAST SIDE SYNDICATE ADDITION, AND BY ACCEPTING THE NORTH-SOUTH POSITION OF THE FOUND PIPE AT THE NORTHWEST OF BLOCK 30.

4. THE EAST LINE OF VACATED REGAL STREET IS ESTABLISHED PARALLEL WITH, AND 50 FEET DISTANT FROM THE SECTION LINE, PER PLAT OF EAST SIDE SYNDICATE ADDITION. THIS LINE IS IN CONFLICT WITH THE LINE MONUMENTED BY R-O-S BK. 38, PG. 54, THAT SURVEY HELD THE RECORD PLAT DISTANCE OF 300 FEET ALONG THE NORTH LINE OF BLOCK 28, THEN RAN THE EAST LINE OF BLOCK 28 TO THE NORTH LINE OF BLOCK 29. THE RECORD PLAT SERVED BY R-O-S BK. 38, PG. 54 OVERLAPS THIS SURVEY APPROXIMATELY 0.36' ON THE SOUTH END, AND 0.45' ON THE NORTH END; AN AREA OF APPROXIMATELY 162 SF.

5. THE RECORD LEGAL DESCRIPTION OF PROPERTY IN BLOCK 1 OF EAST SIDE SYNDICATE ADDITION (QUIT CLAIM DEED A.F.N. 4023236) CONTAINS AMBIGUOUS LANGUAGE IN REGARDS TO THE RAILROAD SPUR. Q.C.D. 4023236 MAKES A CALL FOR SPACING OF 10 FEET FROM THE CENTERLINE OF AN EXISTING RAILROAD SPUR TRACK. IT FURTHER CALLS FOR A CONTROLLING DEED RECORDED FEBRUARY 28, 1911 UNDER A.F.N. 313261. THE LANGUAGE IN A.F.N. 313261 DESCRIBES THE CENTERLINE OF A 20' WIDE CORRIDOR. A.F.N. 313261 MAKES MENTION OF AN EXISTING TRACK LOCATED ON THE CORRIDOR, BUT DOES NOT SPECIFICALLY SAY THE TRACK RUNS ALONG THE DESCRIBED CORRIDOR CENTERLINE. MEASUREMENTS TO THE TRACK AS IT NOW EXISTS SHOW VARIANCE FROM THE 10' SPACING CALLED FOR IN Q.C.D. 4023236 (SEE DETAIL 1). SINCE THE CONTROLLING DEED A.F.N. 313261 MAKES NO CALL TO THE TRACK CENTERLINE, AND WITH THE POSSIBILITY THAT THE TRACK MAY HAVE MOVED SINCE 1911, WE HOLD TO THE WORDING OF THE CONTROLLING DEED TO LOCATE THE BOUNDARY LINE, RATHER THAN TO THE POSITION OF THE NOW-EXISTING SPUR TRACK.

ENCROACHMENT NOTES

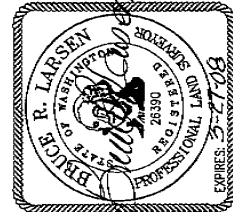
1. ASPHALT PROTRUDES ONTO RAILROAD RIGHT-OF-WAY 1170 S.F.

2. ASPHALT DRIVE PROTRUDES ONTO RAILROAD RIGHT-OF-WAY 2315 S.F.

3. ASPHALT DRIVE PROTRUDES ONTO RAILROAD RIGHT-OF-WAY 525 S.F.

4. RAILROAD SPUR TRACK CROSSES OVER SUBJECT PROPERTY.

5. UTILITY INSTALLATION (POLES, GUY ANCHORS) IS SITUATED ON SUBJECT PROPERTY.



SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF _____ CITY OF SPOKANE
IN JANUARY, 2008.
BRUCE R. LARSEN, P.L.S.
CERTIFICATE NO. 26390
DATE 2/07/08

BASIS OF BEARINGS
N00°07'56"E ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 16, T25N, R43E, W.M., PER RECORD OF SURVEY FILED IN BOOK 24 OF SURVEYS, PAGE 2.
EQUIPMENT AND PROCEDURES
THIS SURVEY WAS PERFORMED WITH A TOPCON HIPERTRAC GLOBAL POSITIONING SYSTEM USING REAL TIME KINEMATIC SURVEY PROCEDURES.

AMENDED RECORD OF SURVEY
A.F.N. 5631504 BOOK 131 OF SURVEYS, PAGES 52-53
SHEET 2 OF 2
PLAYFAIR REDEVELOPMENT
PORTIONS OF THE SE 1/4 SECTION 16 AND THE SW 1/4 SECTION 15, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
FILE: 07-1292\PLAYFAIR REDEVELOPAMEND.dwg 1/28/2008 9:14:27 AM PST

INDEX DATA KEY
T25N, R43E, W.M.



LandTek, LLC
PROFESSIONAL LAND SURVEYORS
619 N. MADEIRA STREET
SPOKANE, WASHINGTON 99202
PHONE (509)926-2821 FAX (509)926-2736

FB NO: 151

JOB NO: 07-1292

RECORD of SURVEY

A CITY OF SPOKANE BOUNDARY LINE ADJUSTMENT LOCATED IN THE SOUTHWEST QUARTER, SECTION 15, AND THE SOUTHEAST QUARTER, SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON

6092945 147 / 76

AUDITOR'S CERTIFICATE
FILED FOR RECORD ON THIS 17th DAY OF May 2012,
AT 8:50 AM, IN BOOK 147 OF SURVEYS AT PAGE 76,
AS INSTRUMENT NO. 6092945, AT THE REQUEST OF
THOMAS, DEAN & HOSKINS, INC.
William P. Rhodes
SPOKANE COUNTY AUDITOR - Deputy

REFERENCES

- R1 ALTA/ACSM SURVEY BY WALT O. DALE, DATED OCTOBER 6, 2008.
- R2 AMENDED RECORD OF SURVEY BY BRUCE R. LARSEN, PLS 26930, FILED IN BOOK 131 OF SURVEYS, AT PAGE 52A AND 53A, RECORDS OF SPOKANE COUNTY.
- R3 AMENDED MAP OF SCHOOL SECTION 16, FILED IN VOLUME "D" OF PLATS, AT PAGE 100, RECORDS OF SPOKANE COUNTY.
- R4 PLAT OF EAST SIDE SYNDICATE ADDITION, FILED IN BOOK "C" OF PLATS, AT PAGE 73, RECORDS OF SPOKANE COUNTY.
- R5 RECORD OF SURVEY BY BRUCE R. LARSEN, PLS 26930, FILED IN BOOK 120 OF SURVEYS, AT PAGE 32, RECORDS OF SPOKANE COUNTY.
- R6 RECORD OF SURVEY BY JAMES BENTHIN, PLS 13315, FILED IN BOOK 24 OF SURVEYS, AT PAGE 2, RECORDS OF SPOKANE COUNTY.
- R7 CITY OF SPOKANE BOUNDARY LINE ADJUSTMENT APPROVAL NO. 212B0023BLA, ON FILE AT THE CITY OF SPOKANE PLANNING SERVICES DEPARTMENT.

SURVEYOR'S NOTES

- 1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY RECORDED OR NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS N 0°08'28" E ALONG THE WEST LINE OF "PARCEL B", BETWEEN FOUND MONUMENTS AT THE SOUTHWEST CORNER AND NORTHWEST CORNER THEREOF, AND IS IDENTICAL TO THAT AS SHOWN PER R1.

ACCURACY STATEMENT

THIS SURVEY WAS PERFORMED WITH A SOKKIA SET 330R TOTAL STATION USING FIELD TRAVERSE METHODS AND CONFORMS TO WAC 332-130-090 AND RCW 58.09.

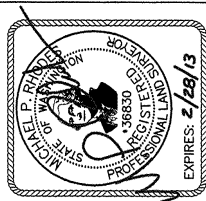
LEGEND

- (R) RECORDED
- (M) MEASURED
- (C) COMPUTED
- FOUND SECTION CORNER AS NOTED
- FOUND IRON ROD "LS 26390"
- FOUND MONUMENT AS NOTED
- SET 5/8"x30" IRON ROD & YPC "TDH PLS 36830"
- SET MAG NAIL IN CONCRETE FOOTING

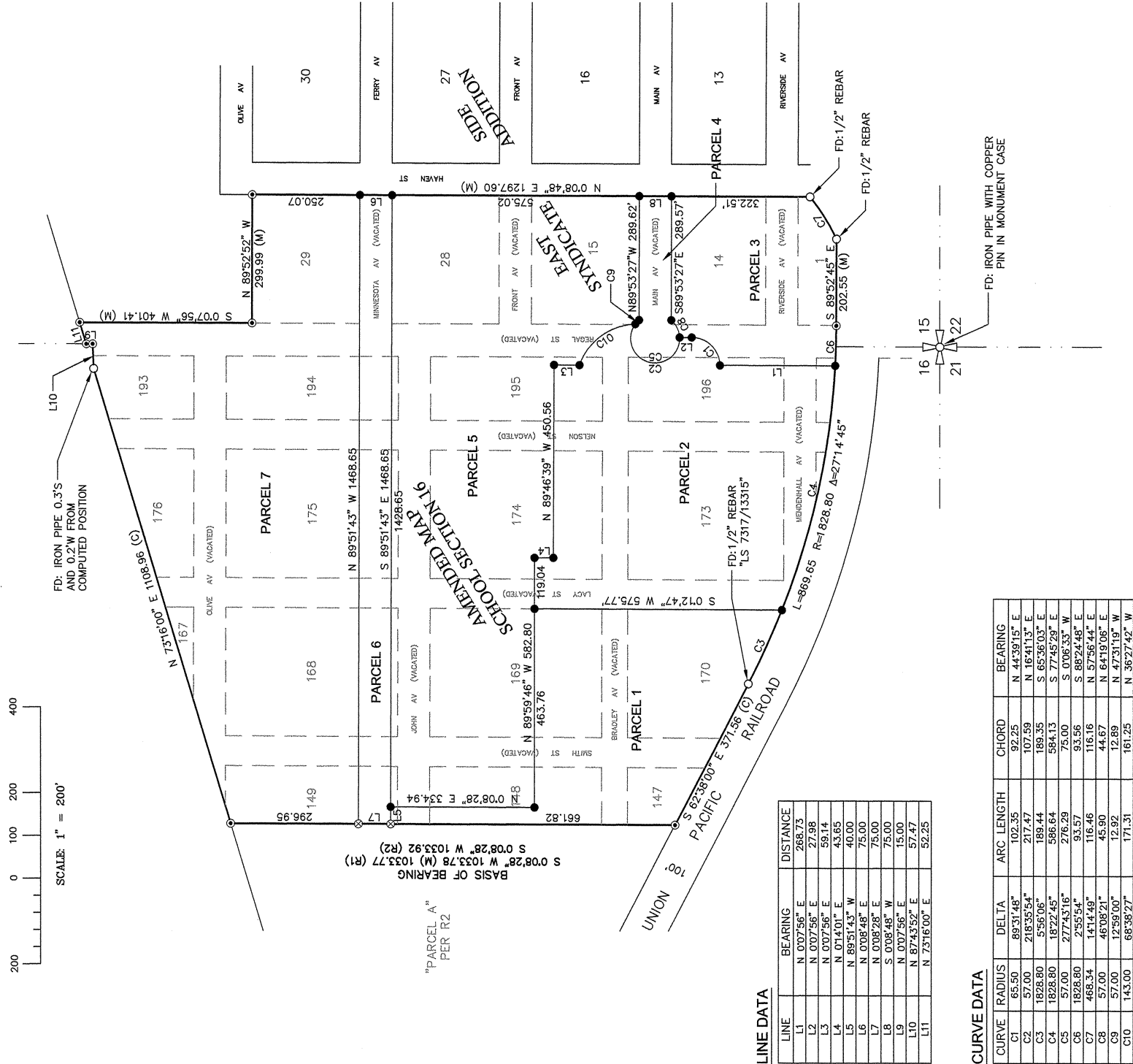
SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF PLAYFAIR COMMERCIAL PARK, LLC, IN JANUARY, 2012.

Michael P. Rhodes 5/15/12
MICHAEL P. RHODES, PLS 36830 DATE



303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202 P (509) 622-2888 F (509) 622-2889
DRAWN BY: MPR DATE: 06/16/12 QUALITY CHECK: SKD
SURVEYED BY: MPR JOB NO. S11-022-17 SURVEY MNG.
TD&H **THOMAS, DEAN & HOSKINS, INC.**
ENGINEERING CONSULTANTS
GREAT FALLS - BOZEMAN - KALISPELL - HELENA
MONTANA
SPOKANE
WASHINGTON
IDAHO



LINE DATA

LINE	BEARING	RADIUS	DELTA	ARC LENGTH	CHORD	BEARING
L1	N 0°07'56" E	65.50	89°31'48"	102.35	92.25	N 44°39'15" E
L2	N 0°07'56" E	57.00	218°35'54"	217.47	107.59	N 16°41'13" E
L3	N 0°07'56" E	57.00	5°56'06"	189.44	189.35	S 65°36'03" E
L4	N 0°14'01" E	57.00	16°22'45"	596.64	584.13	S 77°49'29" E
L5	N 89°51'43" W	57.00	277°43'16"	276.29	75.00	S 0°06'33" W
L6	N 0°08'48" E	57.00	2°55'54"	93.57	93.56	S 86°24'48" E
L7	N 0°08'28" E	57.00	14°14'49"	116.46	116.16	N 57°56'44" E
L8	S 0°08'48" W	57.00	46°09'21"	45.90	44.67	N 64°19'06" E
L9	N 0°07'56" E	57.00	12°59'00"	12.92	12.89	N 47°31'19" W
L10	N 87°43'52" E	57.00	68°38'27"	171.31	161.25	N 36°27'42" W
L11	N 73°16'00" E	57.00				

CURVE DATA

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD	BEARING
C1	65.50	89°31'48"	102.35	92.25	N 44°39'15" E
C2	57.00	218°35'54"	217.47	107.59	N 16°41'13" E
C3	1828.80	5°56'06"	189.44	189.35	S 65°36'03" E
C4	1828.80	16°22'45"	596.64	584.13	S 77°49'29" E
C5	57.00	277°43'16"	276.29	75.00	S 0°06'33" W
C6	1828.80	2°55'54"	93.57	93.56	S 86°24'48" E
C7	468.34	14°14'49"	116.46	116.16	N 57°56'44" E
C8	57.00	46°09'21"	45.90	44.67	N 64°19'06" E
C9	57.00	12°59'00"	12.92	12.89	N 47°31'19" W
C10	143.00	68°38'27"	171.31	161.25	N 36°27'42" W

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

RES 2018-0098

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320RES SETTING JOINT CITY COUNCIL AND COMMUNITY ASSEMBLY

Agenda Wording

Resolution Setting Joint City Council and Community Assembly Meetings in 2019

Summary (Background)

This resolution sets regularly scheduled meetings in 2019 with City Council and Community Assembly.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session

11/29

Division Director**Other****Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

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

MCDANIEL, ADAM

Resolution No. 2018-0098

A resolution providing for the meeting times for the City Council Joint meetings with the Community Assembly.

WHEREAS, RCW 42.30.070 provides that the governing body of a public agency, such as the City Council, shall provide the time for holding regular meetings by ordinance or resolution; and

WHEREAS, the City Council has established its regular meeting time for the City Council meetings pursuant to SMC 2.01.010; and

WHEREAS, in addition to the regular City Council meetings, the City Council also holds regular standing committee meetings, a weekly study session and other regular meetings as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that, pursuant to RCW 42.30.070, regular meetings of the City Council with the Community Assembly in 2019 are as follows:

(5th Thursday) January 31st – East Central Community Center
(5th Thursday) May 30th – West Central Community Center
(5th Thursday) August 29th – North East Community Center
(5th Wednesday) October 30th – Southside Community Center

Unless noted otherwise on the agenda posted on the City of Spokane's website, each City Council meeting with the Community Assembly will begin at 5:30pm.

BE IT FURTHER RESOLVED that all standing committee meetings, the study sessions and all ad hoc meetings shall be conducted as a meeting of the full council in which a quorum of the City Council may be present.

ADOPTED by the City Council this _____ day of December, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

RES 2018-0099

Renews #**Submitting Dept**

RETIREMENT

Cross Ref #**Contact Name/Phone**

PHILLIP 6336

Project #**Contact E-Mail**

PTENCICK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

6100 RETIREMENT CONTRIBUTION CHANGE

Agenda Wording

Approve a resolution to adopt the change in the Spokane Employees' Retirement System (SERS) from 9.0% to 9.25%, in accordance with Spokane Municipal Code 4.14.070

Summary (Background)

The SERS Board met on April 25, 2018 and voted to approve the change in contribution rates from 9.0% of eligible compensation for both the employee and the City of Spokane (18.0% total) to 9.25% of eligible compensation for both the employee and City of Spokane (18.5% total) as negotiated with bargaining units, effective pay period beginning December 16, 2018. This change has been included in the 2019 budget.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TENCICK, PHILLIP

Study Session

5/21/2018

Division Director**Other****Finance**

HUGHES, MICHELLE

Distribution List**Legal**

DALTON, PAT

cshisler@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rorr@spokanecity.org

Additional Approvals

dleonardchaffin@spokanecity.org

Purchasing

ptencick@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

shuff@spokanepfd.org

aperez@spokanepfd.org

RESOLUTION NO. 2018-0099_

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

WHEREAS, SERS contribution rates are negotiated items that are agreed upon by the City of Spokane and the various bargaining units representing employee members, and

WHEREAS, SERS contribution rates are to be reviewed and adjusted annually to meet the Actuarially Determined Contribution Rate, and

WHEREAS, the Actuarially Determined Contribution (ADC) Rate was determined to be of 18.49%, as calculated by the Plan's actuary as of December 31, 2017, which will continue to improve the Plan's fiduciary position, and

WHEREAS, contributions will be increased from 9.00% of eligible compensation for both the employee and City of Spokane (18.0% total) to 9.25% of eligible compensation for both the employee and City of Spokane (18.5% total), and

WHEREAS, the SERS Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the SERS Board met on April 25, 2018 and voted to approve the increased contribution rates, and

WHEREAS, the increased contributions will increase the City of Spokane's personnel costs by approximately \$260,000 per year, with an equivalent reduction in take home pay for employees, and

WHEREAS, the increased contributions are included in the budgets submitted by the City of Spokane and SERS, and

WHEREAS, the increased contribution rates will take effect with the pay period beginning December 16, 2018, with the first contributions paid from the payday on January 4, 2019, and

WHEREAS, SMC 4.14.070 allows the Board to change the contribution rates with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the increase of the contribution rate from 9.00% to 9.25% of eligible compensation for both SERS participants and the City of Spokane.

Passed by the City Council this _____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

RES 2018-0100

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

4700 - RESOLUTION SETTING HEARING FOR N SOUTH RIVERTON STREET

Agenda Wording

Resolution setting hearing before the City Council for January 14, 2019 for the vacation of the east 15 feet of N. South Riverton, as requested by Michael Kuhn and Douglass Spruance.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

CORTRIGHT, CARLY

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Urban Experience

Distribution List

ebrown@spokanecity.org

edjohnson@spokanecity.org

sbishop@spokanecity.org

kbecker@spokanecity.org

smsimmons@spokanecity.org

dkinder@spokanecity.org

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

MCDANIEL, ADAM

RESOLUTION 2018-0100

WHEREAS, on September 14, 2018, the Spokane City Council received a petition for the vacation of the east 15 feet of North South Riverton between Sharp Avenue and Boone Avenue in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting east 15 feet of North South Riverton between Sharp Avenue and Boone Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate east 15 feet of North South Riverton between Sharp Avenue and Boone Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 14, 2019**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
11/19/18**

LOCATION: The east 15' of N. South Riverton between Sharp and Boone.

PROPONENT: Michael Kuhn & Douglass Spruance

PURPOSE: To continue the uniformity of the street due to previous vacation of 15' feet of N. South Riverton just north of this proposal along with increasing property tax base.

HEARING: January 14, 2019

REPORTS:

AVISTA UTILITIES – Avista has no requests of concerns for the vacated area.

COMCAST – Comcast has reviewed the vacation request. We have no problem with the vacation.

ZAYO – Zayo has no comment and or objection to the vacation on South Riverton.

CENTURYLINK – CenturyLink has no objections.

INTEGRATED CAPITAL MANAGEMENT – No concerns from ICM

FIRE DEPARTMENT – No issues for fire.

EAST CENTRAL NEIGHBORHOOD CHAIR – Without seeing any proposed use for the area that is proposed to be vacated I am inclined to recommend that council does not approve vacating the right-of-way.

PARKS DEPARTMENT – No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No concerns

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – No problem for Solid Waste

STREET DEPARTMENT - No comments

WASTEWATER MANAGEMENT – Wastewater Management has no objections to the vacation provided on site runoff be maintained and treated on site. Note there is private sewer that serves most of the properties on that block. There is a clean out very close to (if not in) the area to be vacated. I have attached a GIS map and the side sewer card that shows the connection. Any plans for the vacation area will need to consider this and maintain the sewer line, clean out and any connections to the served properties.

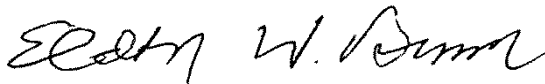
WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

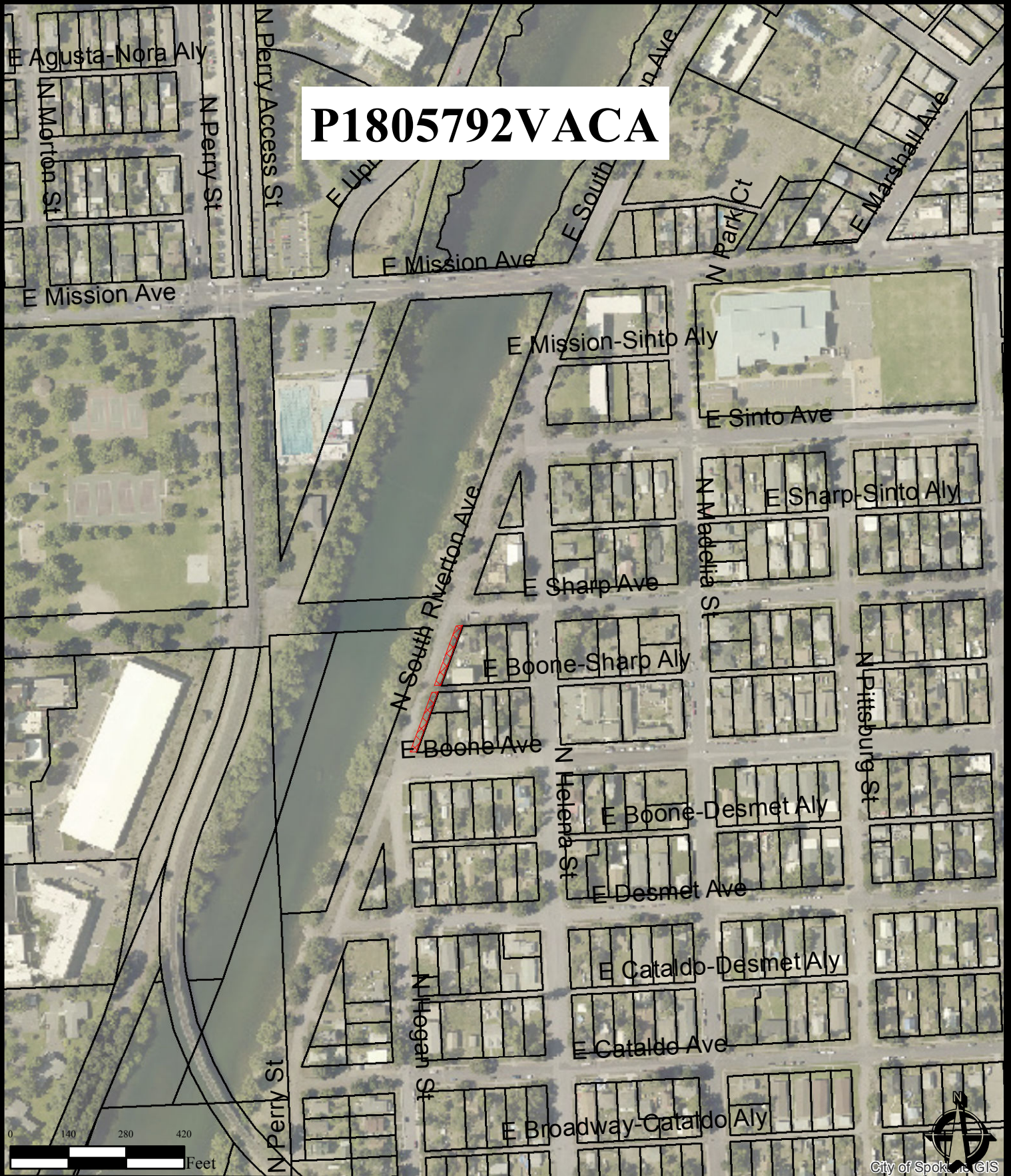
RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. An easement be retained 10 feet on either side of the existing cleanout for a private sewer in the vacated area.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$10,991.34 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



P1805792VACA



**The east 15' of N. South Riverton between
Sharp and Boone, except for the 15' extension
of the alley in Block 25 of the Subdivision of
of Section 16**

Legend

 Vacation Area

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



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

11/26/2018

Date Rec'd

11/8/2018

Clerk's File #

ORD C35707

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

KAREN 625-6291

Contact E-Mail

KSTRATTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0320 - ORDINANCE AMENDING CHHS BOARD COMPOSITION

Agenda Wording

Ordinance amending the composition of the Community, Housing, and Human Services (CHHS) board.

Summary (Background)

As with other citizen boards and commissions, the CHHS board composition needs to be adjusted from time to time. This ordinance accomplishes that task and has been the subject to numerous and thorough revisions from the CHHS board and staff as well as the Community Assembly.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

MCCLATCHEY, BRIAN

Council Notifications**Study Session****Division Director****Other**

various committee

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

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

MCCLATCHEY, BRIAN

ORDINANCE NO. C - _____

An ordinance relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 04.34 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That there is enacted a new chapter 04.34A of the Spokane Municipal Code is amended to read as follows:

Chapter 04.34A Community Housing and Human Services Board **Section 04.34A.010 Purpose**

The Community, Housing and Human Services Board advises the City administration, the Mayor, and the City Council regarding community development, housing, and human services programs.

Section 04.34A.020 Functions

The Community Housing and Human Services Board shall:

- A. Advise the City on preparing the Annual Action Plan, the CAPER, the Citizen Participation Plan, the Consolidated Plan, and other required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce where applicable;
- B. Hold public hearings on the draft plans to obtain citizen comments prior to recommending adoption by City Council;
- C. Make recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources;
- D. Evaluate funding requests for eligible activities and projects and make funding recommendations to the Mayor and City Council;
- E. Make recommendations for funding to the Mayor and City Council for local grant dollars using human services priorities as established by the City Council;
- F. Provide policy guidance and recommendations for community development, human services, and special purpose grant programs applications and implementation;

- G. Participate with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans; and
- H. Represent the diverse constituencies that make up Spokane's low and moderate income populations, to help guide Spokane's community, housing, and human services into the future.

Section 04.34A.030 Membership

- A. Appointees to the Board shall serve three (3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment.
- B. City residence is not a requirement for board membership due to the regional nature of some of the duties and responsibilities of the Board.
- C. The Board will consist of twelve (12) members, nominated by the Mayor and appointed by the City Council. At least one (1) member of the Board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs, or an active duty military member based at Fairchild Air Force Base. In addition, (1) member shall be a liaison from the Community Assembly nominated by the Community Assembly to the Mayor according to the process determined by the Community Assembly and appointed by the City Council.
- D. In addition to the twelve (12) positions, the board will include:
 - 1. two (2) voting representatives from the City Council selected by the City Council, appointed or reappointed for one (1) year terms;
 - 2. one (1) voting elected official or policy-level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the Mayor and appointed by City Council, appointed or reappointed for one (1) year terms.
- E. Members of the Board and Board committees shall include relevant representation in compliance with HUD and Washington State Department of Commerce requirements.
- F. Board members shall serve without compensation.
- G. Board members will meet conflict of interest requirements. Committee members may be required to meet conflict of interest requirements.
- H. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members.

Section 04.34A.040 Board Structure

- A. The Board will utilize a committee structure to assist with its functions. Committees will be comprised of Board members and other citizens with experience and expertise in the subject matter of the committee. The Board Chair shall appoint committee members.
- B. The Board will include an Executive Committee consisting of the Chair, Vice-chairs, and committee chairs.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3327
509.625.6250

November 20, 2018

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

RECEIVED

NOV 20 2018

CITY CLERK'S OFFICE

Dear Council President Stuckart & Members of the Council,

I am writing to clarify my veto of Ordinance C35693, which establishes new training requirements for employees providing police and fire dispatch services and requires dispatch services for Spokane Police Department and Spokane Fire Department employees be performed solely by City employees.

This ordinance is designed to limit the ability of the City to join the integrated emergency communications system that is being developed jointly by the first responders in our county. The ordinance achieves this outcome—first by codifying extensive training requirements for fire and police dispatchers that are best handled through basic hiring requirements defined in Civil Service job descriptions and then ultimately by placing unreasonable restrictions on how our employees can interact within the community. Fear of change should never drive the development of legislation, especially such narrowly defined requirements that have no policy purpose but are simply designed to stop a discussion.

The ordinance also attempts to seize the authority of the Mayor to manage administrative employees and City operations. I quote the Council's letter to City Attorney Mike Ormsby and Human Resources Director Chris Cavanaugh dated October 22, 2018, expressing your concerns about an investigation into employee concerns. You wrote, "The Charter also makes clear the separation between the branches by specifically stating that Council members do not have the authority to direct the actions of employees of the executive branch." This Charter direction is appropriate here as well.

Let's be clear, though. City Council has been included and involved throughout this process. The interlocal agreement creating the Regional Governance Work Group on this issue was amended in August 2017 to include a member of the City Council. This amendment coincided with the Council's resolution to proceed with investigation of an integration of emergency communications. Since that time, Council Members Kinnear, Beggs, and Stratton have served in that role at various times. Additionally, an update on the integration process has been presented at nearly every Public Safety Committee meeting over the last year. Most recently, detailed written responses to the Council's questions were delivered to Council Member Beggs.

Ultimately, the law enforcement, fire, and emergency communication agencies involved in developing the integrated emergency communications system have work ahead in this process of

integration. Admittedly, we don't have all the details yet of what an integrated system will look like, behave, and cost, but we have some very compelling initial information.

Today, the City pays about \$4.2 million for emergency communications services for our police and fire services. If we join the system, the combined financial resources from dedicated funding sources would take over, and eventually, that \$4.2 million cost to the General Fund will go away, allowing us to prioritize other services. While our General Fund costs would go down, we also would see enhanced services, including additional capacity to handle calls from the north part of our community and improved data capture and reports taken through Crime Check. We don't have final employment and benefits information yet for our employees, but we are in the midst of impacts bargaining with our labor groups to get to those details.

If we don't join the regional system, we would anticipate the costs to the General Fund to go up a bit from where they are today—to about \$4.7 million annually, or about a half million dollars more. Since the other 13 fire agencies served through our Fire Dispatch have already committed to the new integrated system, we would no longer need so many employees; we would anticipate laying off in the neighborhood of 10 employees. We wouldn't have the ability to guarantee them employment with the new integrated system. Duplication of services always has a cost.

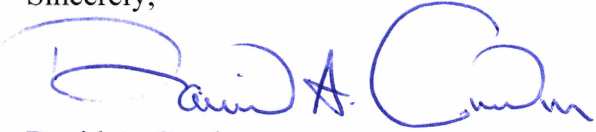
Integration of the emergency communications system doesn't just deliver financial results. This system has incredible potential for improved public safety outcomes for our community. We already mentioned the expanded call taking and improved data collection at Crime Check. An integrated system also will enhance community-wide collaboration during widespread emergencies, while improving outcomes on a day-to-day basis. Removing unneeded steps in the 9-1-1 and dispatch functions has the potential to reduce response times by up to 90 seconds—that's life-saving moments in medical emergencies.

In April 2017, our voters approved a 10-year extension of a one-tenth of one percent sales tax measure to continue to move toward a collaborative, integrated emergency communications system. With our move toward an integrated system, we are carrying forward the will of the voters. Changes in operations also will be combined with changes in technology to make sure we have the very best tools available for our employees to deliver the best results for our citizens. We have three seats on the integrated system board to help ensure funds are spent effectively.

Integration has been a proven strategy for the City to provide greater value for our citizens. Integration started in the utilities with the development of the Integrated Clean Water Plan, when we looked at all discharges at the river to come up with the very best pollution-reduction plan and when we committed to deliver above-ground benefits when we built underground infrastructure. We extended that thinking to our streets and delivered amazing change in our business districts, including on East Sprague and North Monroe. And, now, we have moved to integrated projects that involve outside partners. Consider the success of our partnership with Spokane Public Schools and in the development of our joint Public Development Authority on the West Plains. We have every reason to expect similar results in emergency communications.

Integrated approaches consistently have gained us financial value, improved service, and community enhancements. We have a responsibility to our voters, our community, and those who need our first responders to create the best emergency communications system possible with the dollars we collectively have available.

Sincerely,

A handwritten signature in blue ink, appearing to read "David A. Condon". The signature is fluid and cursive, with a large initial "D" and "C".

David A. Condon
Mayor

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

12/03/2018

Date Rec'd

11/19/2018

Clerk's File #

ORD C35709

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700- ORDINANCE AMENDING ORDINANCE C-35011 FOR 6TH & BROWNE

Agenda Wording

An ordinance amending Ordinance C-35011 vacating the alley between 6th & 7th, from McClellan to Browne.

Summary (Background)

City Council passed the vacation Ordinance on August 5, 2013. At that time an easement was retained over the entire alley for the utility services of Comcast and Avista. Hampton Inn is building a new facility across this block and would like the easement lifted in order to have clear title to the land.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

RICHTMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Urban Experience

Distribution List

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edjohnson@spokanecity.org

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dkinder@spokanecity.org

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

MCDANIEL, ADAM

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

ORDINANCE NO. C35709

An ordinance amending Ordinance C35011 vacating the alley between 6th and 7th Avenue from McClellan Street and Browne Street

WHEREAS, a petition for the vacation of the Alley between 6th Avenue and 7th Avenue from McClellan Street and Browne Street has been filed with the City Clerk representing 100 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between 6th Avenue and 7th Avenue from McClellan Street and Browne Street is hereby vacated, NE1/4 & SE1/4 S19 T25 R43, Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the **west 50 feet** ~~the entire vacated area~~ for the utility services of Avista and Comcast to protect existing and future utilities.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.

Passed the City Council _____

Council President

Attest: _____
City Clerk

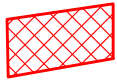
Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

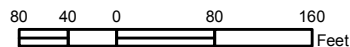
Effective Date: _____



Area previously vacated by Ordinance C35011



Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.



 **COSGIS**
City of Spokane GIS



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

12/03/2018

Date Rec'd

11/12/2018

Clerk's File #

ORD C35710

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

MIKE FAGAN 625-6257

Project #**Contact E-Mail**

MFAGAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - UPDATING THE CITY'S FOR-HIRE VEHICLES REGULATIONS

Agenda Wording

An ordinance regarding for-hire vehicle regulations; repealing chapter 10.34; enacting a new chapter 10.34A; amending sections 08.02.0210; and enacting a new section 07.08.153 and new chapter 12.11 of the Spokane Municipal Code.

Summary (Background)

Washington cities may "license, control, and regulate all for-hire vehicles operating within their respective jurisdictions." Recently, the for-hire transportation market has undergone a seismic shift recently, due to the emergence of "transportation network companies" ("TNCs") such as Lyft and Uber. The City of Spokane intends to update its for-hire vehicle regulations to provide both baseline safety and consumer protections and treat TNCs and taxis under a common regulatory framework.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ TBD

personnel for enforcement

Revenue \$ TBD

licensing fees and per-trip fees

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

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

Public Safety, 9/10/2018

Finance

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

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

MCDANIEL, ADAM

ORDINANCE NO. C35710

An ordinance regarding for-hire vehicle regulations; repealing chapter 10.34; enacting a new chapter 10.34A; amending sections 08.02.0210; and enacting a new section 07.08.153 and new chapter 12.11 of the Spokane Municipal Code.

WHEREAS, Washington law (RCW 46.72.160) specifically recognizes that cities may “license, control, and regulate all for-hire vehicles operating within their respective jurisdictions”; and

WHEREAS, while Spokane’s taxi regulations have stood essentially still, the for-hire transportation market has undergone a seismic shift in recent years, due to the emergence of “transportation network companies” (“TNCs”) such as Lyft and Uber; and

WHEREAS, the City of Spokane intends to update its for-hire vehicle regulations to ensure that the travelling public in Spokane have the benefit of baseline safety and consumer protection rules and provide common treatment for both taxis and TNCs.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 10.34 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 2. That there is enacted a new chapter 10.34A of the Spokane Municipal Code to read as follows:

Chapter 10.34A For-Hire Transportation

Section 10.34A.010 Purpose; Intent.

This chapter is enacted in the exercise of the City of Spokane’s police power to safeguard the health, safety, and welfare of people in the city of Spokane and pursuant to the specific recognition of the city’s authority to regulate all for-hire vehicles operating within its jurisdiction pursuant to RCW 46.72.160.

Section 10.34A.020 Definitions

- A. “Active” means a for-hire vehicle which is in use, connected to, or shown as either active on a transportation network company’s digital network or application, or publicly shown to be in use or available for use by or for a taxi operator.
- B. “Affiliated” means a commercial, contractual, or employment relationship between a for-hire driver and a for-hire operator for the provision of for-hire transportation services.

- C. "Compensation" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for for-hire transportation services rendered.
- D. "Complaint" means an allegation, made by any person and received by the license officer, a law enforcement officer, or a for-hire operator that this chapter may have been violated, but does not include a digital network rating or comments made in connection therewith.
- E. "Controlled substances" has the same meaning as stated in RCW 69.50.101(e).
- F. "Digital network" means any online-enabled technology application service, web site, or system, offered or used by a for-hire operator, that enables the prearrangement of passenger rides for compensation.
- G. "Electric vehicle" means a vehicle which is powered at least partially by battery power and recharged from the electric grid.
- H. "For-hire driver" means a natural person who drives a for-hire vehicle in affiliation with a for-hire operator for compensation on the streets of the city of Spokane.
- I. "For-hire operator" means an entities or individual, such as taxi operators, taxi associations, and transportation network companies, which affiliate with for-hire drivers to provide for-hire transportation services.
- J. "For-hire vehicle" means a vehicle used for the transportation of passengers for compensation upon the streets of the City of Spokane; provided, this definition does not include:
 - 1. buses operating under a City franchise;
 - 2. hearses and vehicles used exclusively for carrying pallbearers;
 - 3. ambulances and other emergency medical transport vehicles regulated by chapter 10.47 SMC;
 - 4. medical cars or medical transports as defined in this chapter;
 - 5. vehicles operating on regularly scheduled routes to points outside the City;
 - 6. vehicles used to provide courtesy transportation at no charge to and from parking lots, hotels, rental offices, and airports;
 - 7. ride-sharing vehicles under chapter 46.74 RCW;
 - 8. vehicles used by nonprofit transportation providers for elderly or handicapped persons and their attendants under chapter 81.66 RCW;
 - 9. vehicles used by auto transportation companies licensed under chapter 81.68 RCW;
 - 10. vehicles used by charter party carriers of passengers and excursion service carriers licensed under chapter 81.70 RCW; or

11. limousine carriers licensed under chapter 46.72A RCW.

- K. "Individual driver records" means records collected or maintained by a for-hire operator concerning an affiliated driver to ensure compliance with this chapter.
- L. "Individual trip records," "trip reports," and "trip sheets" are used interchangeably to mean a record, for each ride, provided by each for-hire driver of:
 - 1. The ride date, time, origin and destination ZIP codes, and distance;
 - 2. Whether the trip was declined by the driver or canceled by the passenger.
- M. "Licensee" means an individual or entity holding a license required by this chapter.
- N. "License officer" means the City's chief financial officer or designee, who is the designated license officer for purposes of chapter 04.04, SMC.
- O. "Prearranged" means a ride in a for-hire vehicle that is scheduled and confirmed prior to passenger pick-up, whether by phone, radio, computer, or digital network.
- P. "Ride miles" means the total number of miles driven in a calendar year by all drivers affiliated with a transportation network company and originating within the Spokane city limits.
- Q. "Surge pricing" and "demand pricing" are used interchangeably to mean a premium rate charged for for-hire transportation services during periods of high demand.
- R. "Taxicab," "cab," and "taxi" are used interchangeably to mean a for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:
 - 1. where the route traveled or destination is controlled by the customer;
 - 2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in SMC 10.34A.090;
 - 3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
 - 4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.
- S. "Taxi Association" means a person or entity that represents, owns, or operates multiple taxicabs under common branding in the city of Spokane.
- T. "Transportation network company" or "TNC" means an individual or entity that operates in the city of Spokane either on its own behalf or through affiliated for-hire drivers, and exclusively uses a digital network to connect passengers with transportation network company drivers to prearrange rides for compensation.

- U. "Transportation network company driver" or "TNC driver" means a for-hire driver who:
1. Is dispatched via a transportation network company's digital network; and
 2. Offers or provides a prearranged ride to passengers or articles through a digital network controlled by a transportation network company for compensation.
- V. "Transportation network company services" means services provided by a transportation network company driver while logged in to a transportation network company's digital network or providing a prearranged ride. The term does not include local public passenger transportation service as described in RCW 35.58.250 or services provided either directly or under contract with a political subdivision or other entity exempt from federal income tax under 26 U.S.C. 115 of the Internal Revenue Code of 1986, as amended.
- W. "Taximeter" means a device by which the charge for the hire of a taxicab is mechanically measured or calculated based upon a combination of mileage traveled and time elapsed.
- X. "Waiting time" means all times when a taxicab is:
1. standing at the direction of a person who has engaged it; and
 2. not in motion or traveling at such a slow speed that the time rate exceeds the mileage rate.
- Y. "Work shift" means the amount of time a for-hire driver is on duty to operate a for-hire vehicle. A single work shift shall not exceed twelve (12) consecutive driving hours and work shifts shall be separated by a minimum break of six (6) hours. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours.

Section 10.34A.030 Scope and Applicability

This chapter applies to all drivers and operators of for-hire vehicles, by whatever name, description, or method of operation, engaged in providing or facilitating for-hire transportation services in the city of Spokane; provided, that for-hire transportation services provided at Spokane International Airport are covered by regulations promulgated by, or agreements with, the Spokane Airport Board.

Section 10.34A.040 For-Hire Transportation Activities Requiring License

- A. It is unlawful to act as a for-hire driver or a for-hire operator within the city of Spokane without first obtaining a license to do so as required by this chapter.
- B. Applications for licenses required by this chapter shall be made to the licensing officer with payment of the required fee as stated in SMC 08.02.0210.
- C. Upon receipt of such application and fee, the licensing officer shall, if such application be in proper form and there are no grounds for denial as provided in SMC 10.34A.070(C) (for operator licenses) and SMC 10.34A.080(C) (for driver's licenses), issue a license authorizing the applicant to act as a for-hire driver or for-hire operator in the city of Spokane.
- D. Each for-hire operator licensed under this chapter shall annually certify to the licensing officer that each for-hire driver employed by or associated with the for-hire operator meets all certification and operating requirements of this chapter; provided, however, that where the for-hire driver is an independent contractor affiliated with a TNC or taxi operator, the TNC or taxi operator licensed under this chapter shall annually certify that it has notified all such affiliated independent contractors of the requirements set forth in this chapter.

Section 10.34A.050 For-Hire Driver Requirements and Background checks

- A. All for-hire operators shall conduct, on its own or through a third party, a background check on each person seeking to become affiliated with the for-hire operator prior to allowing such person to provide for-hire driver services in affiliation with such for-hire operator.
- B. Background check providers (or the for-hire operator itself, if it conducts the background checks "in-house") must be audited and accredited by the Background Screeners Certification Council of the National Association of Professional Background Screeners.
- C. Each background check required by this section must include:
 - 1. Verification of the applicant's identity;
 - 2. A search of a multistate and multi-jurisdiction criminal records locator or other similar commercial nationwide database with validation, of the applicant's past seven (7) years of criminal history (unless Washington state or federal law imposes a shorter time limit), with the following convictions deemed disqualifying:
 - a. misdemeanor assault or battery;
 - b. domestic violence offense;
 - c. driving under the influence of alcohol or drugs;
 - d. a felony involving fraud or dishonesty;

- e. more than three (3) moving violations in the prior three (3) years;
 - f. Attempting to elude police vehicle (RCW 46.61.024);
 - g. Reckless driving (RCW 46.61.500);
 - h. Driving while driver's license suspended or revoked (RCW 46.20.342 or 46.20.345);
 - i. Negligent driving – first degree (RCW 46.61.5249);
 - j. any class A or B felony defined in Title 9A, RCW;
 - k. any violent offense (RCW 9.94A.030(55)) or serious violent offense (RCW 9.94A.030(46));
 - l. Any most serious offense (RCW 9.94A.030(33));
 - m. Driving under the influence, hit and run, or any other driving-related crime (RCW 46.61.500 through 46.61.540); or
 - n. Any sex offense (RCW 9.94A.030(47)).
- D. If the background check conducted as required by this section indicates that a prospective driver may have a conviction on the disqualifying list of offenses in SMC 10.34A.050(C)(2), and the for-hire operator still wishes to affiliate with or employ such applicant, the for-hire operator must obtain a further criminal history and background check report, at its expense, to include (i) a Washington State Patrol fingerprint-based criminal history report and (ii) a Federal Bureau of Investigation fingerprint background check (FBI Identity History Summary). No for-hire operator shall employ or affiliate with an applicant for whom a fingerprint-based criminal history report confirms a conviction on the list of disqualifying offenses listed in SMC 10.34A.050(C)(2).
- E. The for-hire operator with which the driver is affiliated shall maintain records of all background checks conducted within the past two (2) years and shall provide such records to the licensing officer upon request with the audit process provided for in SMC 10.34A.170.

Section 10.34A.060 Vehicle inspections

- A. All for-hire vehicles shall be inspected annually by an ASE-certified mechanic with inspection records provided to the affiliated for-hire operator. Each inspection shall include the following components:
- 1. Foot brakes;
 - 2. Parking brakes;
 - 3. Steering mechanism;
 - 4. Windshield;
 - 5. Rear window and other glass;
 - 6. Windshield wipers;
 - 7. Headlights;
 - 8. Taillights;
 - 9. Brake lights;

10. Front seat adjustment mechanism;
11. Doors;
12. Turn signal lights;
13. Horn;
14. Speedometer;
15. Bumpers;
16. Muffler and exhaust system;
17. Tires, including tread depth;
18. Interior and exterior mirrors; and
19. Safety belts.

- B. The for-hire operator with which the vehicle is affiliated shall maintain records of all inspections for the past three (3) years and shall provide such records to the licensing officer upon request within the audit process provided for in SMC 10.34A.170.

Section 10.34A.070 For-Hire Operator Licenses

- A. Applications for for-hire operator licenses shall be made to the license officer with payment of the required fee, as provided in SMC 08.02.0210.
- B. Upon receipt of a complete application and the required fee, and unless there are grounds for denying such license application as stated in SMC 10.34A.070(C), the license officer shall issue a license authorizing the applicant to act as a for-hire operator in the city of Spokane. Such license shall be displayed in a conspicuous place in the principal place of business of the owner.
- C. The license officer may deny a for-hire operator license application or license renewal application based on the following:
 1. Failure to provide file proof of liability or property damage insurance with the license officer;
 2. Failure to comply with any applicable requirement to obtain a city business license.

Section 10.34A.080 For-Hire Driver Licenses

- A. Application for a for-hire driver license shall be made to the license officer with payment of the required fee as stated in SMC 08.02.0210. In addition to the requirements of SMC 4.04.030, an applicant for a for-hire driver license must attest, under penalty of perjury, to the following:
 1. Applicant's name, date of birth, and address;
 2. whether the applicant was previously licensed as a for-hire driver and, if so, the jurisdiction and dates of licensure and the license number, as well as the current status of such license;
 3. that the applicant is a licensed driver, at least twenty (20) years old, and with at least twelve (12) months' driving history;

4. that the applicant has not been convicted of more than three (3) moving violations within the previous three (3) years and has no pending charge for failure to appear;
 5. that the applicant has passed a background check as required by SMC 10.34A.050;
 6. that the applicant either (i) complies with the requirements of Spokane Municipal Code chapter 8.01, as applicable, or (ii) identifies a licensed for-hire operator by whom the applicant is employed; and
 7. the make, model, year, license plate number, and vehicle identification number, of each vehicle the applicant will use for for-hire transportation services.
- B. Applications must also provide two (2) recent color photographs to be incorporated into the applicant's license.
- C. The license officer may deny a for-hire driver license or renewal of such license to any person who does not comply with each provision of SMC 10.34A.080(A). When determining whether to deny a for-hire driver license, the license officer may consider the following factors:
1. the nature and severity of any offense(s) for which the applicant has been convicted;
 2. the amount of time elapsed since the conviction(s), if any;
 3. the number and type of passenger complaints, if any, within the twelve (12) months preceding the application for a license renewal and the type and character of the complaints; and
 4. any information related to the individual's rehabilitation or other mitigating factors post-conviction, if applicable.
- D. If the license officer denies a for-hire driver license application or renewal application, the license officer must immediately inform the applicant and the for-hire operator with whom the applicant is, or is to be, affiliated of the denial decision, pursuant to SMC 04.04.050, and shall provide the applicant an opportunity to request a hearing to respond to the notice and introduce any evidence to refute or mitigate the denial. If the applicant requests a hearing pursuant to SMC 04.04, the applicant may (for renewal applications) continue to provide for-hire transportation services pending a final decision by the license officer. Appeals of licensing decisions under this chapter are conducted pursuant to SMC 04.04.100.

Section 10.34A.090 Vehicle Requirements - Taxis

- A. Each taxi operator shall provide annual certification to the license officer, for each affiliated vehicle, of:
1. The name and address of the owner of the vehicle;

2. The make, model, year of manufacture, color, motor or vehicle identification number, and state motor vehicle license number of the vehicle;
3. An insurance binder for the vehicle, naming the City as an additional insured, providing coverage for the term of the license applied for, in the minimum amounts of:
 - a. One hundred thousand dollars (\$100,000) for any recovery for death or personal injury by one person;
 - b. Three hundred thousand dollars (\$300,000) for aggregate personal injuries or deaths in any one occurrence; and
 - c. Twenty-five thousand dollars (\$25,000) for damage to property.

The insurance liability limits herein shall be subject to automatic increase if the minimum coverage required by state law is increased for state for-hire vehicle permits, pursuant to chapter 46.72 RCW. Such policy shall provide minimum thirty (30) days' written notice to the City of the cancellation of the policy or change in the liability limits;

4. A certificate of a satisfactory emissions test conducted by the department of ecology;
5. Compliance with the vehicle inspection requirements of SMC 10.34A.060; and
6. Current and valid taxi meter registration.

B. Each taxi must have the following equipment and identification:

1. The for-hire vehicle number in non-removable figures at least two (2) inches high and of a color which contrasts with the vehicle color on both rear quarter panels and on the right side of the rear trunk. The vehicle number shall also be placed on the inside of the passenger compartment so as to be clearly visible to the passenger;
2. The name of the for-hire operator licensee with which the vehicle is affiliated printed in letters at least two and one-half (2 ½) inches high on both sides;
3. The current year license decal on the left side of the rear window, or if a license plate is used, installed on the left side of the rear trunk;
4. The schedule of rates of fare conspicuously on the exterior of the vehicle and on a notice typewritten upon a contrasting background in at least twenty-four-point type posted in the passenger compartment. Where more than one rate is charged, both the interior and exterior notices must clearly specify when and/or under what conditions the respective rates will apply and must be clearly visible at all times;
5. A contact telephone number;

6. A taxi meter mounted so as to be clearly readable by passengers which is sealed and accompanied by proof of registration in accordance with this chapter and regulations adopted by the Washington state department of agriculture;
7. proper and serviceable seat belts for every passenger;
8. Identical logo or trade name identification for all vehicles affiliated with the same taxi operator, though the vehicles need not be the same color; and
9. a top light that clearly indicates when the taxi is in service, with an on/off switch that can be controlled by the driver.

Section 10.34A.100 Vehicle Requirements - TNCs

- A. Each TNC shall provide annual certification to the licensing officer, for each affiliated vehicle, of:
 1. The name and address of the owner of the vehicle;
 2. Valid vehicle registration and licensing;
 3. A successful vehicle inspection as required by SMC 10.34A.060;
 4. The make, model, year of manufacture, color, and motor or vehicle identification number;
 5. A certificate of insurance, naming the City as an additional insured, and which meets the requirements of chapter 48.177, RCW, as amended from time to time; and
- B. The trade dress or color scheme for all vehicles affiliated with the same TNC must be associated with the TNC and visible to the public.

Section 10.34A.110 Rates and Charges

- A. All for-hire rates and charges shall be clearly stated to the passenger, either by posting on the vehicle in a conspicuous location or by notifying the passenger via a TNC's digital network, prior to the passenger entering a for-hire vehicle.
- B. If a taxi association or taxi driver charges for the following services, such charges shall be disclosed to passengers prior to entering the vehicle:
 1. Waiting time, on an hourly basis;
 2. Initial drop on all trips including the first tenth of a mile;
 3. Distance based on uniform increments of one-tenth of a mile;
 4. Each additional passenger;
 5. Additional baggage, per piece, not including baggage which can be carried on by the passenger; and

6. any separate rates for service charged, with a clear statement of when and under what conditions the respective rates will apply.

- C. Whenever a TNC implements surge or demand pricing, it shall notify each potential passenger using the TNC's digital network prior to entering the vehicle or ordering the ride that the rate to be charged is subject to surge pricing.

Section 10.34A.120 Trip Reports and Receipts.

- A. Each for-hire driver is required to maintain trip reports and provide them to the for-hire operator with which the driver is affiliated at least as often as the end of each work shift. Each for-hire operator must retain all trip reports for one (1) year after the trip. This requirement does not apply to TNC drivers if the TNC maintains trip reports on behalf of the TNC driver and provides the trip receipt required by subsection (C) of this section.
- B. Taxi trip reports. The trip report for taxis shall show all trips in an accurate and legible manner as each trip occurs and shall include the following:
 1. Taxi driver's name and for-hire license number;
 2. For-hire operator name and license number;
 3. Odometer reading corresponding to the beginning and end of the trip;
 4. Beginning and ending time of each shift;
 5. Date, time, place of origin, and end location for each trip;
 6. Fare collected; and
 7. No-show trips.
- C. TNC trip receipts. Within eight (8) hours of the completion of a trip, the TNC operator must transmit an electronic receipt to the passenger on behalf of the TNC driver stating:
 1. The date and time of the trip;
 2. The origin and destination of the trip;
 3. The total time and distance of the trip;
 4. Driver and vehicle identification; and
 5. The total fare paid, itemizing all charges and fees.

Section 10.34A.130 TNC Per-Trip Surcharge

- A. Each TNC shall be assessed a ten cent (\$0.10) per-trip surcharge for each prearranged ride provided by a TNC driver originating in the city of Spokane and using the TNC's digital network.
- B. Per-trip surcharge payment shall be made to the licensing officer no later than the tenth (10th) day of the month following the end of each calendar quarter.

Section 10.34A.140 License Issuance; Expiration; Non-Transferability; Disclosure and Display

- A. Upon issuance of a for-hire driver license, the license officer shall incorporate one of the applicant's photographs into the license, along with licensee's name and assigns a number to the license. The other photograph is kept on file by the licensing officer.
- B. All for-hire licenses required by this chapter are valid from for one (1) year from the date of issuance.
- C. For-hire licenses issued under this chapter are not transferable.
- D. Every holder of a for-hire driver license issued under this chapter shall display such license in a conspicuous place such as (for drivers) inside the vehicle and clearly visible from the passenger compartment at all times. For TNCs, the TNC's digital network and/or web site must display the name and photograph of the TNC driver and the license plate number of the TNC vehicle to the potential passenger before the passenger enters the vehicle
- E. All for-hire drivers must, at all times in which the driver is providing for-hire transportation services or (in the case of TNCs) active on the TNC's system, display in a manner that is visible to the passengers, a copy of the for-hire driver license.

Section 10.34A.150 License Suspension

The regulatory licenses issued to for-hire drivers and operators under this chapter shall be suspended by the licensing officer if the licensee does not comply with the requirements of chapter 08.01, SMC and this chapter, or if there is clear evidence of willful or intentional violation of the requirements of this chapter. Providing for-hire transportation services with a suspended license is a violation of this chapter.

Section 10.34A.160 Required Records

- A. Every holder of a license issued under this chapter shall maintain all licenses and documents required by this chapter for at least three (3) years and make them available for inspection by the licensing officer upon demand.
- B. Each for-hire operator licensed under this chapter shall maintain individual trip records, individual driver records, and vehicle inspection reports for at least three (3) years.

Section 10.34A.170 Audits

- A. To ensure compliance with this chapter, the licensing officer may, no more than two (2) times per calendar year, conduct audits to inspect records concerning up to twenty-five (25) drivers randomly selected by the licensing officer who are affiliated with, associated with, or employed by the for-hire operator and who have provided rides originating within the city of Spokane within the last ninety (90) days.
- B. To comply with this section, within twenty (20) calendar days of receiving a written request from the licensing officer to review records required to be kept by this chapter, the for-hire operator receiving the request must transmit the

requested records to the licensing officer via a secure delivery method, which may, at the for-hire operator's discretion, include the use of electronically encrypted delivery or a secure commercial delivery service.

- C. Notwithstanding the restrictions of SMC 10.34A.170(A), the City (whether through the licensing officer or law enforcement) may require a for-hire operator to produce records directly related to an active investigation or a specific complaint or allegation of a violation of this chapter, pursuant to applicable law.
- D. Noncompliance with this section is sufficient cause for the licensing officer to suspend the operator's license until the operator comes into compliance.
- E. With the exception of reports of crimes against or by drivers, all records furnished by a for-hire operator to the licensing officer for audit purposes shall exclude information that would personally identify specific passengers.

Section 10.34A.180 Parking

- A. Unless otherwise noted in this chapter, for-hire vehicles parking on city streets shall comply with chapters 12.11 and 16A.61, SMC; provided that all for-hire vehicles licensed under this chapter may utilize, on terms and conditions identical to vehicles not used for for-hire services, ten-minute loading zones.
- B. For-hire vehicles operating at the Spokane International Airport shall comply with all parking terms and conditions prescribed by the airport board pursuant to SMC 12.03.0508 and 10.34A.030.

Section 10.34A.190 Non-Motorized Vehicles

- A. All provisions of this chapter apply to non-motorized vehicles except those that by their nature can have no application.
- B. If a non-motorized for-hire operator fixes rates and charges for carriage on some basis other than a combination of mileage traveled and time elapsed, the non-motorized vehicle is not required to be equipped with a taximeter.
- C. The chief of police may impose special requirements on non-motorized for-hire operator licenses, including without limitation prohibiting travel on certain arterials, restricting the hours of operation on certain streets, or prohibiting operation during hours of darkness or times of low visibility.
- D. Although non-motorized vehicles are subject to all traffic laws applicable to vehicles operating on the public ways, the licensing officer may approve specific routes, such as on parkways, squares, and other places not normally accessible to motor vehicles.

Section 10.34A.200 Driver Conduct; Non-Discrimination and Zero Tolerance Policies

- A. Each for-hire operator licensed under this chapter must maintain and implement a zero tolerance drug and alcohol policy and a nondiscrimination policy regarding its affiliated drivers. The non-discrimination policy shall prohibit all forms of discrimination as the same is defined in SMC 18.01.030(D).
- B. Copies of the zero tolerance and nondiscrimination policies must be provided by the for-hire operator to the licensing officer and each affiliated driver and must be accessible via a dedicated web page, on the TNC's digital network, or at the for-hire operator's principal place of business.
- C. Each for-hire operator licensed under this chapter shall provide notice to passengers of the zero tolerance and nondiscrimination policies, as well as procedures to report a complaint about a driver whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the trip or who violated the nondiscrimination policy.
- D. If a for-hire operator determines that a driver has violated the zero tolerance or nondiscrimination policy, the for-hire operator must take appropriate action against the driver, which action may include suspending or removing the driver from the TNC's digital network or the taxi operator's dispatch service until the for-hire operator determines that the driver is in compliance with the zero tolerance and nondiscrimination policy.
- E. Each for-hire operator and driver licensed under this chapter shall comply with all applicable laws relating to the transportation of service animals.
- F. No individual or entity holding a license under this chapter may impose additional charges for providing services to persons with disabilities because of those disabilities.

Section 10.34A.210 Law Enforcement Investigations

- A. If a for-hire operator is notified by the licensing officer or a law enforcement officer or agency that an affiliated for-hire driver has violated or is violating this chapter, the for-hire operator must immediately investigate the alleged violation. If the for-hire operator finds that the for-hire driver is in violation of this chapter, the for-hire operator must take reasonable and appropriate corrective action.
- B. If the licensing officer or a law enforcement officer notifies the for-hire operator of a specific complaint alleging that any affiliated driver or any passenger may have engaged in criminal conduct during the provision of for-hire transportation services in affiliation with that for-hire operator, the for-hire operator must provide information requested by the licensing officer or a law enforcement officer or agency investigating the complaint. Failure to comply with such a request may be grounds for suspension or revocation of a license issued under this chapter.

- C. For-hire drivers must report arrests, charges, convictions, and collisions with which they are directly involved to the affiliated for-hire operator and to the licensing officer within forty-eight (48) hours of the incident. Delay in reporting, absent good cause, may be grounds for suspending or revoking the for-hire driver's license.

Section 10.34A.220 Violations

- A. A violation of this chapter is a Class 1 civil infraction. A fourth or subsequent violation of SMC 10.34A.220(C)(12) is a misdemeanor.

- B. It is a violation of this chapter for any for-hire operator to:

1. fail to keep records, trip sheets, vehicle maintenance records, dispatch records, accident reports for each affiliated for-hire vehicle as required by this chapter;
2. fail to require any affiliated for-hire driver to provide proof of licensure as required by this chapter prior to providing for-hire transportation services in affiliation with the for-hire operator;
3. fail to maintain the operational policies required by this chapter;
4. fail to require affiliated for-hire drivers to limit work shifts to no more than twelve (12) consecutive driving hours with a break of at least six (6) hours between shifts. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours.
5. fail to maintain the telephone number, web page, and email address as required by SMC 10.34A.090 and 10.34A.100; or
6. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement.

- C. It is a violation of this chapter for any for-hire driver to:

1. commit more than three (3) traffic infractions in any twelve-month period;
2. commit reckless driving, hit and run, or driving or being in physical control of a vehicle while under the influence of alcohol or controlled substances;
3. allow a person to alight from a vehicle while it is in motion or discharge a passenger at any place other than the curb or pavement edge;
4. knowingly allow a passenger to consume alcohol or controlled substances while in the vehicle;

5. transport a passenger to a destination by a route that is not the safest and most direct, unless the passenger specifically authorizes such alternate or indirect route;
6. pick up any additional passengers without the express consent of the original passenger;
7. violate the non-discrimination provisions of this chapter;
8. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;
9. fail to report any accident involving a for-hire vehicle while in service as a for-hire vehicle to the police and the licensing officer;
10. fail to provide licensing documentation on request by a police officer or the licensing officer;
11. use tobacco products inside a for-hire vehicle or to allow a passenger to use tobacco products inside a for-hire vehicle;
12. drive a for-hire vehicle without a for-hire driver license;
13. consume alcohol within six (6) hours prior to driving a for-hire vehicle, or while driving a for-hire vehicle, or to be under the influence of alcohol or any prescription medication that would impair the driver, or to use or be under the influence of any illegal substance/drugs;
14. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours; or
15. fail to display the for-hire driver license in a manner that is visible to the passenger.

D. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for a taxi driver to:

1. activate a taximeter when the vehicle is not engaged or fail to activate the taximeter at the beginning of each trip, unless the trip is made under contract; or
2. activate equipment indicating the vehicle is engaged when it is not, or fail to activate such equipment when the vehicle is engaged.

E. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for any TNC driver to:

1. fail to provide to the passenger a trip receipt within eight (8) hours of the conclusion of the ride;
2. seek or accept street hails; or
3. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;

Section 10.34A.230 Passenger Inquiries and Contacts

- A. For-hire operators shall promptly investigate and take reasonable corrective action concerning each consumer complaint filed with the for-hire operator and maintain records of the disposition of such complaints for two (2) years. For purposes of this section, driver ratings are not considered passenger complaints.
- B. Each for-hire operator licensed under this chapter shall maintain, at all times during the term of the license, a toll-free, 24-hour telephone number and an email address for passengers or the public in addition to any complaint channels provided in a TNC's digital network.

Section 10.34A.240 Notices of Violation

- A. If the licensing officer determines that any licensee is in violation of this chapter, the licensing officer shall issue a notice of violation to the licensee, per SMC 04.04.080. The decision of the licensing officer is final if an appeal is not filed within ten (10) business days of receipt of the notice of violation. Hearings and appeals are conducted pursuant to SMC 04.04.090 and 04.04.100.
- B. The Spokane Police Department may recommend the suspension, revocation, condition, or limitation of for-hire driver licenses to the licensing officer in cases of repeated violations. In considering the recommendation, the licensing officer shall take into account:
 - 1. the number and seriousness of the violations,
 - 2. the number of rides the licensee provided and originating in the city of Spokane in the prior year,
 - 3. the degree to which the licensee made good faith attempts to achieve compliance or to remedy noncompliance, and
 - 4. the number and severity of previous violations by the licensee.
- C. Any deceptive, manipulative, or coordinated practice used by a TNC to evade authorities or deceive passengers or drivers, including through the use of a digital network or the system supporting the digital network, is a violation of this chapter. Prohibited practices include, without limitation, compiling data to identify law enforcement investigators and then cancel rides requested for compliance check purposes, and remote disabling or locking of local devices in order to frustrate or evade investigation or enforcement activities.

Section 10.34A.250 Data and Reporting

Beginning in 2019 and annually thereafter, the licensing officer shall provide a report to the City Council's Public Safety and Community Health Committee summarizing the information required by this section and the per-trip surcharge payments made pursuant to this chapter, as well as any recommended policy changes or amendments to this chapter.

Section 3. That section 08.02.0210 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0210 For-hire Vehicles and Drivers

~~((A. The annual vehicle license is one hundred dollars.~~

~~B. The vehicle inspection fee is one hundred dollars, which includes one reinspection at no additional cost. An additional one hundred dollars will be charged for subsequent vehicles inspections.~~

~~G.))A. The taximeter annual registration fee, as provided in RCW 19.94.175, is twenty- five dollars (\$25.00).~~

~~((D.))B. The annual license fee for a for-hire driver is ((fifty-five))one hundred dollars (\$100.00).~~

~~((E. The for-hire vehicle license transfer fee is twenty-five dollars.))~~

C. The annual license fee for taxi operators is five hundred dollars (\$500.00).

B. The annual license fee for TNCs is determined as follows:

1. 1-10 affiliated vehicles in Spokane: five hundred (\$500.00);
2. 11-25 affiliated vehicles in Spokane: seven hundred-fifty dollars (\$750.00);
3. 26-50 affiliated vehicles in Spokane: one thousand dollars (\$1,000.00);
- and
4. 51 + affiliated vehicles in Spokane: two thousand dollars (\$2,000.00).

C. All for-hire licensing fees and per-trip surcharges shall be deposited as follows:

1. Ten percent (10%) shall be retained by the Finance Department to defray the costs of administration and enforcement of this chapter; and
2. ninety percent (90%) shall be deposited into the Universal Mobility Fund established by SMC 07.08.153.

D. Beginning on the effective date of this section and continuing until December 31, 2020, the per-trip surcharge imposed by SMC 10.34A.130 shall be reduced by a percentage equal to the percentage of ride miles provided by vehicles affiliated with that TNC which are electric vehicles, as defined in SMC 10.34A.020(H), in the preceding calendar year.

Section 4. That there is enacted a new chapter 12.11 of the Spokane Municipal Code to read as follows:

Chapter 12.11 Parking [RESERVED]

Section 5. That there is enacted a new section 07.08.153 of the Spokane Municipal Code to read as follows:

Section 07.08.153 For-Hire Vehicles Fund

- A. There is created a fund to be known as the “for-hire vehicles fund”.
- B. Into the for-hire vehicles fund shall be deposited all for-hire license fees and all per-trip surcharges as described in SMC 08.02.0210 and 10.34A.130, and any other funds that may from time to time be authorized to be placed therein.
- C. The for-hire vehicle fund shall be used exclusively to defray any administrative and enforcement expenses associated with for-hire vehicles such as TNCs and taxis. All expenditures from said fund shall be made in accordance with the provisions of the laws of the City of Spokane and the State of Washington.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

10/22/2018

Date Rec'd	10/10/2018
Clerk's File #	FIN 2018-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording

Setting the Hearings for review of the 2019 Proposed Budget beginning Monday, October 29, 2018 and continuing thereafter at the regular Council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the Proposed 2019 Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on October 29, 2018 and are currently scheduled to continue each Monday during the month of November. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	cmarchand@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	pingiosi@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

APPROVED BY
SPOKANE CITY COUNCIL:

10/22/2018
Lem Lefkowitz
CITY CLERK

NOTICE



FIN 2018-0001 – The 2019 Proposed Budget can be viewed online at:

<http://www.myspokanebudget.org>.

In addition the Program will be available for viewing at the City Clerk's Office – 5th Floor, City Hall (clerks@spokanecity.org or 509.625.6350).

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

11/05/2018

Date Rec'd

10/24/2018

Clerk's File #

ORD C35695

Renews #**Submitting Dept**

FINANCE & ADMIN

Contact Name/Phone

CRYSTAL 625-6369

Contact E-Mail

CMARCHAND@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0410 - CITYWIDE CIP ORDINANCE 2019-2024

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

Summary (Background)

City of Spokane's Municipal Code chapter 7.17 indicates the City must adopt and annually update a Citywide Six-Year Capital Improvement Program (CIP). A Plan Commission workshop was held on September 12, 2018. A Plan Commission hearing was held on October 10, 2018. The 2019-2024 CIP was found to be consistent with the City's Comprehensive Plan per the attached City Plan Commission Findings of Fact, Conclusions, and Recommendations. The CIP can be viewed on line at www.myspokanebudget.org.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

MARCHAND, CRYSTAL

Study Session

Sustainable Resources

Division Director

MARCHAND, CRYSTAL

Other**Finance**

STOPHER, SALLY

Distribution List**Legal**

DALTON, PAT

cmarchand@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

pingiosi@spokanecity.org

Additional Approvals

kemiller@spokanecity.org

Purchasing**CITY COUNCIL**

MCDANIEL, ADAM

ORDINANCE NO. C35695

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2019 THROUGH 2024, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2019 through 2024) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 18, 2018 by Council Resolution 2018-0045, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 8, 2018, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 12, 2018; and

WHEREAS, after providing appropriate public notices, on October 10, 2018, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 1, 2018, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2019-2024), as set forth in the attached Citywide Capital Improvement Program (2019-2024).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2019-2024).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2019-2024 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2019-2024 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2019-2024 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 12, 2018, to obtain public comments on the 2019-2024 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to verify that the 2019-2024 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

A. The 2019-2024 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2019-2024 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2019-2024 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 10 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in black ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

**Dennis Dellwo, President
Spokane Plan Commission**