

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, JUNE 10, 2019

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 BRIEFING SESSION – 3:30 P.M.
COUNCIL CHAMBERS
CITY HALL, 808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

TOWN HALL/LEGISLATIVE SESSION – 6:00 P.M.
WEST CENTRAL COMMUNITY CENTER
1603 N. BELT ST.
SPOKANE, WA 99205

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 Services for the Street Department from: | Approve
All | OPR 2019-0395 |
| | a. Owen Equipment (Portland, OR) for one Eagle Elgin Mechanical Sweeper using Sourcewell Contract #122017-FSC—\$356,925.35 (incl. tax). | | |
| | b. Tymco Inc. for one 500x Air Sweeper using HGAC Contract SW04-18—\$307,501.75 (incl. tax). | | OPR 2019-0396 |
| | Clint Harris | | |
| 2. | Annual value blanket order with Core & Main (Spokane Valley, WA) for 6" fire hydrants—\$200,000 (incl. tax). | Approve | OPR 2019-0397
BID 5071-19 |
| | Dan Kegley | | |
| 3. | Authorization to increase the administrative reserve with DW Excavating, Inc. (Davenport, WA), for Sunset Boulevard from Royal Street to Lindeke Street—Increase of \$300,000, for a total administrative reserve of \$877,642.89 or 20.5% of the contract price. (West Hills Neighborhood). | Approve | OPR 2018-0365
2014094 |
| | Kyle Twohig | | |

- | | | | |
|-----|--|------------------------------------|---------------|
| 4. | Extension of sole source contract with McCoy Power Consultants (Genoa, NV) to maintain compliance of National Electric Reliability Corporation/Federal Energy Regulatory Commission (NERC/FERC) Reliability Standards for the Waste to Energy Facility—\$90,000.
Chris Averyt | Approve | OPR 2016-0450 |
| 5. | One year contract extension with Public Corp., AOT (Waldorf, Maryland) for continued joint administration of the False Alarm Program from July 1, 2019, through June 30, 2020—Estimated Revenue \$300,000.
Kevin King | Approve | OPR 2011-0535 |
| 6. | Authorization to accept funding from Washington Association of Police Sheriffs and Chiefs for the Washington Auto Theft Prevention Program term runs from July 1, 2019, through June 30, 2021. Award amount—\$512,801.17.
Eric Olsen | Approve | OPR 2019-0398 |
| 7. | Authorization to enter into template HOME funding agreements with nonprofit St. John's Properties (Spokane) to renovate 30 affordable rental housing units for seniors at Canterbury Court, 1010 S. Rockwood Blvd.—\$1,075,000 HOME funds (Rockwood Neighborhood).
Paul Trautman | Approve | OPR 2019-0399 |
| 8. | Funding agreement with East Central Community Organization for professional services necessary to move historic Rose Apartments affordable housing project—\$71,815.
Paul Trautman | Approve | OPR 2019-0400 |
| 9. | Value Blankets for miscellaneous tires for Fleet Services to be purchased on as-needed basis using Washington State Contract #00519 with: | Approve
All | |
| | a. Wingfoot Commercial Tire Systems, LLC (Spokane Valley, WA)—\$500,000. | | OPR 2019-0401 |
| | b. GCR Tire Center (Spokane, WA)—\$500,000.
David Paine | | OPR 2019-0402 |
| 10. | Lease agreement between the City of Spokane and CHAS for a dental clinic at East Central Community Center, 2211 E. Hartson Ave. Funding will be a combination of grants and a SIP loan—Total \$1,750,000.
Dustin West | Approve | OPR 2019-0403 |
| 11. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2019-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with | | |

Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

- b. Payroll claims of previously approved obligations through_____, 2019: \$_____.

CPR 2019-0003

12. City Council Meeting Minutes: _____, 2019.

Approve
All

CPR 2019-0013

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.

TOWN HALL/LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at the West Central Community Center)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: Two Appointments

Approve

CPR 1981-0295

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

TOWN HALL FORUM

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

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

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS AND FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|--|
| RES 2019-0039 | Establishing a City flag working group.
Council Member Burke |
| ORD C35779 | Updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.
Council Member Stratton |

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for June 10, 2019
(per Council Rule 2.1.2)**

TOWN HALL FORUM (CONTINUED)

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

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

ADJOURNMENT

The June 10, 2019, Regular Legislative Session of the City Council is adjourned to June 17, 2019.

NOTES

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

06/10/2019

Date Rec'd

5/28/2019

Clerk's File #

OPR 2019-0395

Renews #Cross Ref #Submitting Dept

FLEET OPERATIONS

Contact Name/Phone

CLINT HARRIS 625-7744

Project #Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Purchase w/o Contract

Requisition #

RE19263

Agenda Item Name

5100-PURCHASE EAGLE ELGIN MECHANICAL SWEEPER

Agenda Wording

Fleet Services would like to purchase one (1) Eagle Elgin Mechanical Sweeper for the Street Department using Sourcewell Contract #122017-FSC for \$356,925.35 including Tax, from Owen Equipment.

Summary (Background)

The sweeper will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of an Eagle Elgin Mechanical Sweeper for the Street Department. Funding for this is available in the Street Department Replacement Fund.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 356,925.35

5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PAINE, DAVID

Study Session

6/3/2019

Division Director

SIMMONS, SCOTT M.

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

mmartinez, dpaine, tprince

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

STREETS

HARRIS, CLINT E.

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Eagle Elgin Mechanical Sweeper
Date:	June 3, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health 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:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase one (1) Elgin Eagle Street Sweeper for the Street Department using Sourcewell Contract #122017-FSC for \$356,925.35 including Tax, from Owen Equipment.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The sweeper will replace equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of an Eagle Elgin Mechanical Sweeper for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available 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:	



**Owen Equipment
Presents a Proposal Summary**

of the



Eagle

Eagle Broom Street Sweeper with Dual Side Brooms

for

**Spokane, City of
901 N. Nelson Street
SPOKANE, WA 99207
US**

Order Qty	Part Number	Description	Sourcewell 2019 Price
1	4M-EAGLE-F	4M-EAGLE-F	
1	1121718	4MF T4F,4.5YD, CONV, PNEU SB, ELE	\$177,500.00
1	1116589	O-PM10 DUST SUPPR,4MF	\$3,210.00
1	1115491	O-LONG CHUTE 48" HOPPER,4M	\$1,025.00
1	1032484	25' WTR HOSE-EFGJLPSY	\$205.00
1	1104970	HOPPER UP CONSTANT ALARM	\$375.00
1	1101380	HIGH TEMPERTURE HYDRAULIC OIL – SHUTDOWN	\$185.00
1	1102798	HYDRAULIC LEVEL SHUTDOWN	\$185.00
1	1104705	HOPPER FULL INDICATOR	\$815.00
1	1115546	O-URETHANE 48" LONG CHUTE HPR	\$5,650.00
1	1102735	LED STOP/ TAIL/ REAR ID/ CLEARANCE LIGHTS	\$370.00
1	1120322	AUXILIARY ENGINE BATTERY DISCONNECT SWITCH	\$530.00
1	1102783	A-RED LOGO/SWOOSH EAGLE	\$0.00
1	0730166	BROOM MEASUREMENT RULER	\$0.00
1	1116786	O-VAR SPD SB, IN-CAB CNTRL,4MF	\$2,350.00
1	1109605	EXTENDED REACH RIGHT HAND SIDEBROOM	\$1,410.00
1	1125926	PACKAGE 3 DUALREAR/SINGLE HOPPER BEACON; LED WITH GUARD & LED ARROWSTICK	\$4,320.00
1	1114837	(4) LED WORK LIGHTS (1 EACH SIDE BROOMS, 2 ON MAIN BROOM	\$840.00
1	1117611	FULL WIDTH FRONT SPRAY BAR	\$1,070.00
1	0701707	MECH PRODUCTS MACH DELIVRY PKT	\$0.00
1	1119940	A-AUX ENG AIR RSTR GA, CAB, 4M	\$800.00
1	1102752	O-SY-KLONE PRECLEANER	\$670.00
1	1102736	A-2 REAR OVAL AMBER LED FLSHRS	\$480.00
1	1101528	A+LATCHING ELEV RVS/ALRM	\$410.00
1	1106049	O-HD LOWER ROLLER	\$1,050.00
1	1108830	A-AIR PURGE, 4M WATER SYSTEM	\$400.00
1	0701682	4M EAGLE OPERATORS MANUAL	\$55.00
1	0702242	4M EAGLE PARTS BOOK	\$95.00
1	0702466	4M EAGLE & WIZARD SERV MNL	\$95.00
1	0704072	CUMMINS 2.8 OPER/MAINT MANUAL	\$135.00
1	0704073	CUMMINS 2.8 TROUBLESHOOTING ML	\$180.00
1	1116575	RUBBER MOUNTED CARBIDE DRAG SHOES TWO ROW (ILO RUBBER)	\$835.00
1	1117071	O-LH SB TILT W/INDICATOR, 4M	\$1,060.00
1	1117070	O-RH SB TILT W/INDICATOR, 4M	\$1,060.00
1	0702020	ELGIN SAFETY MANUAL	\$0.00
1	1101560	AUTOLUBE – SWEEPER & CHASSIS	\$7,365.00
1	4820001	PAINT CAB STANDARD WHITE	N/C
1	4810001	PAINT SWEEPER STANDARD WHITE	N/C
1	CSC-HANDLING	CUSTOMER SUPPLIED HANDLING CHARGE KW K370	\$2,845.00
1	2213493	(RFQ 66830) SP-CHAS ALTS/MODS KW-4MF	\$2,625.00
1	FRT-111-008	FRT-CA, NV, ID, OR, WA	\$6,355.00
		SUB TOTAL	\$226,555.00
1	#122017-FSC 2019	SOURCEWELL CONTRACT 2019 DISCOUNT	-\$6,796.65
		TOTAL	\$219,758.35

		SPECIAL RFQ OPTIONS / OTHER DESCRIPTIONS	
1	SPECIAL	ELGIN MECHANICS TRAINING FOR 1 CITY EMPLOYEE	\$1,200.00
1	SPECIAL	KENWORTH K370 DUAL STEER 2020 CHASSIS	\$102,637.00
		TOTAL BEFORE TAX	\$323,595.35
		APPLICABLE SALES TAX \$10.3%	33,330.00

Final Price: \$356,925.35

* Price indicated does not include unapproved Special Requests

Price valid for 30 Days from date of 5/21/2019

PROPOSAL DATE: 5/21/2019

QUOTE NUMBER: 2019-29658

Price List Date: 1/01/2019

PO NUMBER:

QTY: ____1____ Customer Initials: _____

PAYMENT TERMS: 30 Days Net.

REMIT TO:

Owen Equipment

P.O. Box 30959

Portland, OR 97294

(503) 255-9055

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE**.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

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

06/10/2019

<u>Date Rec'd</u>	5/28/2019
<u>Clerk's File #</u>	OPR 2019-0396
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	HGAC BUY
<u>Requisition #</u>	RE19264

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-PURCHASE OF TYMCO 500X AIR SWEEPER

Agenda Wording

Fleet Services would like to purchase one (1) Tymco 500x Air Sweeper for the Street Department using HGAC Contract SW04-18 for \$307,501.75 including Tax, from Tymco, Inc.

Summary (Background)

The sweeper will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department. Funding for this is available in the Street Department Replacement Fund.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 307,501.75	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u> 6/3/19
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	mmartinez, dpaine, tprince
<u>For the Mayor</u>	
<u>Additional Approvals</u>	
<u>Purchasing</u>	PRINCE, THEA
<u>STREETS</u>	HARRIS, CLINT E.

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Tymco Air Sweeper
Date:	June 3, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health 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:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase one (1) Tymco Air Street Sweeper for the Street Department using HGAC Contract SW04-18 for \$307,501.75 including Tax, from Tymco, Inc.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The sweeper will replace equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available 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:	

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	SW04-18	Date Prepared:	5/22/2019
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Spokane, WA			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:	Micaela Martinez, Procurement & Contracting			Prepared By:	Kaye Morgan		
Phone:	509.625.7823			Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:	mmartinez@spokanecity.org			Email:	kaye.morgan@tymco.com		
Product Code:	B54	Description:	TYMCO Model 500x Regenerative Air Sweeper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 172,100.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if							
Description		Cost	Description		Cost		
Sweeper Deluge 550043		\$ 1,050.00	High Output Water 550045		\$ 850.00		
Reverse Pick-Up Head System 550082		\$ 410.00	Air Purge 550066		\$ 205.00		
Pick-Up Head Curtain Lifter 550087		\$ 1,605.00	2018 International 4300-ISB Chassis 550713		\$ 86,000.00		
AWTI Camera/Monitor System - 2 cameras 600008B		\$ 2,600.00	Gutter Broom - Drop Down Left/Right 550081		\$ 1,800.00		
Subtotal From Additional Sheet(s):							
					Subtotal B: \$ 94,520.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
Description		Cost	Description		Cost		
Hopper Load Indicators		\$ 400.00	Abrasion Protection Package		\$ 1,275.00		
2020 International 4300-ISB Chassis UPGRADE		\$ 3,750.00	Engine Block Heater - Sweeper		\$ 300.00		
Auto Sweep Interrupt w/Overspeed Interrupt		\$ 1,000.00	Hopper Screen Vibrator		\$ 1,500.00		
			Hopper Vibrator - Pneumatic		\$ 1,850.00		
Subtotal From Additional Sheet(s):							
					Subtotal C: \$ 10,075.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		4%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							\$ 276,695.00
Quantity Ordered:	1	X Subtotal of A + B + C:		\$ 276,695.00	=	Subtotal D: \$ 276,695.00	
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 4,900.00					
WA Sales Tax		\$ 25,061.96					
WA Vehicle Tax 0.30%		\$ 844.79					
					Subtotal F: \$ 30,806.75		
Delivery Date:		180-210 Days		G. Total Purchase Price (D+E+F):		\$ 307,501.75	

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

06/10/2019

Submitting Dept WATER & HYDROELECTRIC SERVICES		<u>Date Rec'd</u>	5/28/2019
		<u>Clerk's File #</u>	OPR 2019-0397
		<u>Renews #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY X7821	<u>Cross Ref #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Project #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Bid #</u>	5071-19
<u>Agenda Item Name</u>	<u>Requisition #</u>		VALUE BLANKET
4100 - 6" FIRE HYDRANTS - ANNUAL VALUE BLANKET			
<u>Agenda Wording</u> Annual value blanket order with Core & Main (Spokane Valley, WA) for \$200,000.00 including tax.			
<u>Summary (Background)</u> Request for Quotes #5071-19 for 6" Fire Hydrants - Annual Value Blanket was issued publically through the City's ProcureWare site. Four (4) quotes were received. Award is correspondingly recommended to Core & Main as the low responsive, responsible bidder. The resulting order will include annual renewal options up to a total term of five (5) years.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Grant related? NO			
Public Works? NO			
Expense	\$ 200,000.00	# 4100-42440-94000-56595-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PSCHC 6/3/2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sjohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works; 4100 Water & Hydroelectric Services Department
Subject:	6" Fire Hydrants
Date:	3 June 2019
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org , x7821
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)	Funding for this order is available in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	The Water & Hydroelectric Services department has need of hydrants to support the 2019 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket order will allow efficient and competitive procurement of 6" Fire Hydrants in varying bury depths on an annual basis with optional annual renewals at mutual agreement not to exceed a total term of five (5) years.
Background/History: Request for Quotes #5071-19 for 6" Fire Hydrants – Annual Value Blanket was issued publically through the City's ProcureWare site. Four (4) quotes were received Friday, May 24, 2019. Award is correspondingly recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. The resulting order will include annual renewal options up to a total term of five (5) years. Estimated value of the annual order is \$225,000.00.	
Executive Summary: <ul style="list-style-type: none"> Award Recommended to Core & Main (Spokane Valley, WA) Estimated Order Value: \$225,000.00 including tax Annual contract term with optional annual renewals up to a total term of four (4) years Purchase Competed on Request for Quotes #5071-19 	
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: ---	
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 - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
Spokane, Washington 99207
PHONE: 509.625.7800

QUOTE TABULATION

Quote Number	5071-19			
Description	6" Fire Hydrants - Annual Value Blanket			
	Consolidated Supply Co.	Core & Main	Ferguson Waterworks	HD Fowler Co.
6" National Standard Hydrant, 5.0 ft. Bury, NS Open Left, Qty. 45	\$ 77,400.00	\$ 76,185.00	\$ 77,040.00	\$ 89,527.50
6" National Standard Hydrant, 5.5 ft. Bury, NS Open Left, Qty. 45	\$ 79,155.00	\$ 77,872.50	\$ 78,750.00	\$ 91,507.50
6" National Standard Hydrant, 6.0 ft. Bury, NS Open Left, Qty. 9	\$ 16,173.00	\$ 15,912.00	\$ 16,092.00	\$ 18,697.50
Subtotal	\$ 172,728.00	\$ 169,969.50	\$ 171,882.00	\$ 199,732.50
Sales Tax (8.9%)	\$ 15,372.79	\$ 15,127.29	\$ 15,297.50	\$ 17,776.19
Quote Total	\$ 188,100.79	\$ 185,096.79	\$ 187,179.50	\$ 217,508.69
Lead Time (Business Days ARO)	60	30	30	20

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

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

06/10/2019

<u>Date Rec'd</u>	5/23/2019
<u>Clerk's File #</u>	OPR 2018-0365
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2014094
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20582
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - DW EXCAVATING, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with DW Excavating, Inc. (Davenport, WA), for Sunset Boulevard from Royal Street to Lindeke Street - for an increase of \$300,000.00 for a total administrative reserve of

Summary (Background)

Recently, area businesses have identified an issue with the Sunset to Assembly to Burch connection. The design team has reviewed truck turning movements in the area of concern and determined that changes are needed at the newly realigned intersection. The traffic revisions will drive additional truck traffic to this area and the intersection will need modifications to safely accommodate these movements. Engineering Services is requesting an additional \$300,000 to complete the work and retain

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

Expense	\$ 300,000.00	# 3200 95091 95300 56501 99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
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<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
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<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
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Additional Approvals	kgoodman@spokanecity.org
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<u>Purchasing</u>	PRINCE, THEA	htrautman@spokanecity.org
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		aduffey@spokanecity.org
--	--	-------------------------

		jgraff@spokanecity.org
--	--	------------------------

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

\$877,642.89 or 20.5% of the contract price (West Hills Neighborhood Council).

Summary (Background)

retain adequate reserve to finish the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

PIES Committee

Division & Department:	Engineering Services
Subject:	Sunset Blvd. – Royal to Lindeke Administrative Reserve Increase
Date:	5/20/19
Contact (email & phone):	Joel Graff, jgraff@spokanecity.org , 625-7757
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)	6 year Street Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<u>Background/History:</u> <p><i>Engineering Project #2014094</i> – Sunset Blvd. from Royal to Lindeke is a street project in the West Hills neighborhood.</p> <p>The project design will change the traffic patterns in the area at Rustle. Recently, area businesses have identified an issue with the Sunset to Assembly to Burch connection. The design team has reviewed truck turning movements in the area of concern and determined that changes are needed at the newly realigned intersection. The traffic revisions will drive additional truck traffic to this area and the intersection will need modifications to safely accommodate these movements.</p> <p>Previously, Engineering Services requested \$150,000 to cover the costs associated with changing the storm system alignment due to utility conflicts.</p> <p>Our analysis of the funding required for completion omitted asphalt pre-level. Pre-level quantities are a significant cost on this road due to the way in which state highways are constructed. Each direction of travel was built as a separate road that has now been joined at the median. Upon removal of the median, the preexisting conditions were revealed to show a large elevation gap between the two old roadways, primarily at the bends. A significant amount of pre-level will be required to complete the project.</p> <p>Engineering Services is requesting an additional \$300,000 to complete the work and retain adequate reserve to finish the project.</p>	

Executive Summary:

- *The Sunset-Assembly-Birch intersection will need to be changed to accommodate truck turning movements. It is estimated this work will cost approximately \$100,000.*
- *The previous administrative reserve request did not include asphalt pre-leveling, which is significant for the remainder of the project. It is estimated that this work will cost approximately \$150,000.*
- *The May 16th and 17th storm event caused some damage to the unfinished project, it is estimated the repairs will cost approximately \$50,000.*
- *Payments have been issued to date for \$3,759,910.93. The authorized budget with administrative reserve is \$4,854,071.80.*
- *An additional \$300,000 is being requested to complete the project*

Council Update on use of Administrative Reserve increases: Engineering Services has requested administrative reserve increases on 10 of 65 projects in the past two construction seasons. 5 of those projects have been finaled, and we have needed to use ~\$220,000 of the \$685,000 authorized.

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:

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

06/10/2019

<u>Date Rec'd</u>	5/16/2019
<u>Clerk's File #</u>	OPR 2016-0450
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	RES 2016-0055
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20554
Agenda Item Name	4490-EXTENSION OF SOLE SOURCE CONTRACT FOR NERC/FERC COMPLIANCE		

Agenda Wording

Extension of sole source contract with McCoy Power Consultants of Genoa, NV, to maintain compliance of National Electric Reliability Corporation/Federal Energy Regulatory Commission (NERC/FERC) Reliability Standards for the WTE.

Summary (Background)

The WTE must be in compliance with the numerous standards that all energy producers are held to. Non-compliance with these standards can lead to very large fines. The City does not have the internal experience or resources to develop, implement or maintain the program necessary for compliance with these standards. McCoy Power Consultants created and has operated the program and procedures that have been in use at the WTE for many years.

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

Expense	\$ 90,000.00	# 4490-44100-37148-54201
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 5/20/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<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	
		dmccoy@mccoypwr.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract extension term is July 1, 2019 through June 30, 2020 for a total additional cost of \$90,000.00. Payments will be made in monthly installments of \$7,218.75 plus any travel expenses incurred during the year.

Summary (Background)

The contract allows for three (3) one year extensions. This is the third of those extensions. Extending this contract will allow the WTE to remain in compliance with the NERC/FERC Reliability Standards.

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

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension of Sole Source Contract with McCoy Power Consultants
Date:	
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	May 20, 2019
Executive Sponsor:	Scott Simmons, Director, Public Works
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 – Resiliency; Sustainable Resources – 21 st Century Workplace
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to extend the contract with McCoy Power Consultants and allow the Waste to Energy Facility to remain in compliance with the NERC/FERC Reliability Standards.
Background/History: <p>All power producers are required to be in compliance with the National Electric Reliability Corporation (NERC) and the Federal Energy Regulatory Commission (FERC) Reliability Standards. Non-compliance with these standards can lead to extensive fines, and the City does not have the internal experience to develop, implement and maintain the program necessary for compliance with these standards.</p> <p>In 2016, Sole Source resolution was issued to McCoy Power Consultants to provide services at the Waste to Energy Facility to ensure compliance with these standards. A contract was put in place that allowed for 3 one-year extensions. This will be the third extension.</p>	
Executive Summary: <ul style="list-style-type: none"> Sole source contract extension #3 of 3 with McCoy Power Consultants to provide NERC/FERC Reliability Standards compliance services. Contract extension will begin on July 1, 2019 and run through June 30, 2020. Annual cost for these services is \$90,000.00. 	
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 EXTENSION 3 OF 3
WITH COST**

Title: **COMPLIANCE MONITORING AND
REPORTING PROGRAM FOR CITY'S
WASTE TO ENERGY FACILITY (WTE)**

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 **MCCOY POWER CONSULTANTS, INC.**, P.O. Box 530, Genoa, Nevada 89411 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 (**NERC/FERC**) **Compliance Monitoring and Reporting Program for the Waste to Energy (WTE) facility**; and*

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 20, 2016, 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 July 1, 2019.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2020.

4. COMPENSATION.

The City shall pay an additional maximum amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)** for everything furnished and done under this Contract Extension.

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

MCCOY POWER CONSULTANTS, 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

19-091

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

06/10/2019

Date Rec'd

5/15/2019

Clerk's File #

OPR 2011-0535

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

KEVIN KING 835-4514

Project #Contact E-Mail

KKING@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680 - FALSE ALARM PROGRAM

Agenda Wording

One year contract extension with PUBLIC CORPORATION - AOT (Waldorf, Maryland) for continued joint administration of the False Alarm Program. Estimated Revenue - \$300,000.00. Extension Date: 07/01/2019-06/30/2020.

Summary (Background)

The Spokane Police Department responds to over 7,000.00 alarm calls annually. About 98% of these calls are false alarms resulting in commitment of over 8,000.00 man-hours in SPD resources to these false alarms. The City is currently working on changes to the Ordinance regarding the False Alarm Program.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 300,000.00

0680-11150-21250-34210-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUNDGREN, JUSTIN

Study Session

PSCHS Meeting 04/08/19

Division Director

KING, KEVIN

OtherFinance

SCHMITT, KEVIN

Distribution ListLegal

ODLE, MARI

spd finance

For the Mayor

ORMSBY, MICHAEL

jgoldman

Additional Approvals

contract accounting

Purchasing



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **ADMINISTRATION OF THE CITY'S
FALSE ALARM PROGRAM**

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 **AOT Public Safety Corporation**, whose address is 103 Paul Mellon Court, Waldorf, Maryland 20602 as ("PSC"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the PSC agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the original contract including Extensions has run its Term, but additional time is required, and thus the original Contract currently in place needs to be formally extended by this written document for one (1) additional year.

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, 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 July 1, 2019.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2020.

4. COMPENSATION.

The City shall receive an estimated annual revenue after compensation of the Program of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for everything furnished and done under this Contract Extension.

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

AOT PUBLIC SAFETY CORPORATION

CITY OF SPOKANE

By BS. 4/16/19
Signature Date

By _____
Signature Date

Brad Surminsky
Type or Print Name

Type or Print Name

Chief Financial Officer
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

19-065

Briefing Paper

PSCH Committee Meeting 4/8/19

Division & Department:	Spokane Police Department
Subject:	OPR 2011-0525 – SPD FARP Program
Date:	3/19/19
Contact (email) :	Lt. Steve Wohl swohl@spokanepolice.org , Capt. Dave Richards drichards@spokanepolice.org , and Jody Goldman jgoldman@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	06/30/2019
Outcome: (deliverables, delivery duties, milestones to meet)	<p>Action SPD FARP additional PSC contract extension - July 1, 2019 through June 30, 2020. The current vendor PSC has conveyed in writing they accept and agree to the same terms and conditions for this contract 1-year extension period.</p> <p>Funding This is revenue to the general fund of approximately \$19,000 to \$35,000 a month.</p>
Background/History:	<p>The current contract between PSC and the City of Spokane will expire on June 30, 2019. SPD received an additional 1-year contract extension by Spokane City Legal. The additional one-year contract extension is necessary as SPD is evaluating to possibly make some specification changes and needs more time for that determination. The specifications are needed for the formal RFP for the vendors to bid for the Administration of the False Alarm Program. Also, SPD is exploring some possible changes to the Spokane City Ordinance 10.48, which if occurs, would need to be approved before the formal RFP can be initiated.</p>
Executive Summary:	<p>Subject Contract extension with PSC for the administration of the False Alarm Program. The estimated revenue that impacts the general fund is approximately \$330,000 for the one-year term from July 1, 2019 through June 30, 2020.</p> <p>Impact The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms. This program will identify false alarm problems and hold alarm companies and their customers accountable through annual registration, education, and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.</p>

Budget Impact:

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

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

If new, specify funding source: Federal Funding – Department of Justice

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

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

06/10/2019

<u>Date Rec'd</u>	5/22/2019
<u>Clerk's File #</u>	OPR 2019-0398
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1620 - WATPA GRANT FY2019-2021

Agenda Wording

To accept funding from Washington Association of Police Sheriffs and Chiefs (WASPC) for the Washington Auto Theft Prevention Program (WATPA). Award amount is \$512,801.17. Term: 07/01/2019-06/30/2021 (two years).

Summary (Background)

Spokane Police in collaboration with Washington State Patrol (WSP) and Spokane County Sheriff's Office (SCSO) applied for funding from WATPA in April 2019. The agencies work closely together in their effort to reduce auto theft and related crimes. Funding is used to pay for two FTE positions (SPD detective and SCSO deputy), public awareness and training. SPD is the fiscal agent of the grant; the department will receive \$270,747.17 and the rest - \$242,054.00 will be assigned to SCSO.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 512,801.17	# 1620-91762-21250-VARIOUS
Revenue	\$ 512,801.17	# 1620-91762-21250-33469
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ISAACSON, JENNIFER	<u>Study Session</u>	PSCH Meeting 04/08/2019
<u>Division Director</u>	ISAACSON, JENNIFER	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	spd finance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	eolsen	
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER		

Briefing Paper

PSCH Committee Meeting 04/08/2019

Division & Department:	Spokane Police Department
Subject:	WA Auto Theft Prevention Program FY2019-2021
Date:	03/27/2019
Contact (email & phone):	Brad Arleth, Captain SPD barleth@spokanepolice.org 625-4111
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health 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:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Application for the Washington Auto Theft Prevention (WATPA) FY2019-2021 Grant. Expected grant funds of up to \$530,000.00.
Background/History: Spokane Police Department (SPD) in collaboration with the Spokane County Sheriff's office (SCSO) and Washington State Patrol (WSP) receives funding from WATPA (Washington Auto Theft Prevention) administered by the Washington State Association of Sheriffs and Police Chiefs. Funding is awarded to grantees on a biennial period. SPD has continued to apply for the grant together with SCSO as a sub recipient.	
Executive Summary: SPD uses the funding from WATPA to pay for a detective's position and for public awareness. The detective position has a direct impact on auto theft in our community and region. Currently this detective works closely with his counterparts in both the Sheriff's Office and the Washington State Patrol. The detective works closely with other SPD investigative members while extending SPD's capability to impact vehicle theft and related crimes in the region. Intelligence, training, support and alignment with other SPD efforts have led to a reduction in auto theft and related crimes and resulted in identification, arrest and conviction of auto theft suspects.	
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: Federal Funding – Department of Justice 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:	

WASHINGTON AUTO THEFT PREVENTION AUTHORITY

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269
Website: www.WaAutoTheftPreventionAuthority.org

"preventing and reducing motor vehicle thefts in the State of Washington."



May 15, 2019

Chief Craig Meidl
Spokane Police Department
1100 W Mallon
Spokane, WA 99260

Dear Chief Meidl:

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Spokane Police Department** grant application for funding the **WATPA Grant** for the **19-21** biennium. The award is in the amount of **\$512,801.17** for the biennium.

The grant award is effective July 1, 2019 and expires on June 30, 2021. Enclosed is an award agreement. This agreement is to be signed and returned to WATPA. No funds will be reimbursed until the signed agreement is received. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.

Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. Additionally, please note that reimbursement requests by grant recipients will only be processed upon receipt of current semi-annual reports by the WATPA office. The semi-annual report form is available on the WATPA website.

If you have any questions, please contact me at 360-292-7959 or via e-mail at mpainter@waspc.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Painter".

Michael Painter, Executive Director
Washington Auto Theft Prevention Authority

Washington Auto Theft Prevention Authority

JOHN BATISTE
Chief – WA State Patrol

JAMES SKOGMAN
Insurance Industry

GARY SIMPSON
Sheriff—Kitsap County

KEN HOHENBERG
Chief—Kennewick

RICK SCOTT
Sheriff – Grays Harbor County

JOHN MARTIN
General Public

STEVE STRACHAN
Executive Director - WASPC

VACANT
Prosecuting Attorney

CARL NIELSEN
Chief - Centralia

VACANT
Automobile Industry

MICHAEL PAINTER
Executive Director - WATPA

**AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET

- | | |
|--|--|
| <p>1. Award Recipient Name and Address:
Chief Meidl
1100 W Mallon
Spokane, WA 99260</p> <p>3. Project Title
WATPA Grant</p> <p>5. Grant No:
19-21 WATPA GG - Spokane</p> <p>7. Amt. Approved
\$ 512,801.17</p> | <p>2. Contact: Craig Meidl
Title: Chief
Telephone: 509.625.4215</p> <p>4. Award Period:
07/01/19 – 06/30/21</p> <p>6. Funding Authority:
WASHINGTON AUTO THEFT
PREVENTION AUTHORITY</p> <p>8. Service Area:
Spokane County</p> |
|--|--|

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.

WATPA

RECIPIENT

Signature

Signature

Print Name: Michael Painter

Print Name: _____

Title: WATPA, Executive Director

Title: _____

Date: _____

Date: _____

Requests for reimbursement under this agreement are subject to the following Budget:

<u>Description</u>		<u>WATPA Approved</u>
Personnel	Detective (SPD)	195,427.49
Employee Benefits		63,819.68
Consultants/Contracts		
Salary	Spokane Co Deputy	172,402.00
Benefits		63,152.00
OT to not exceed 2% of grant request		
	Investigations	10,000.00
Travel/Training		3,000.00
Public Awareness/Education		
	Auto Theft Reduction Strategy	5,000.00
AWARD TOTAL		512,801.17

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

06/10/2019

<u>Date Rec'd</u>	5/17/2019
<u>Clerk's File #</u>	OPR 2019-0399
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR20579

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	PAUL TRAUTMAN 625-6329
<u>Contact E-Mail</u>	PTRAUTMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - CANTERBURY COURT AFFORDABLE HOUSING FUNDING AGREEMENT

Agenda Wording

Authorization to enter into template HOME funding agreements with nonprofit St. John's Properties (Spokane) to renovate 30 affordable rental housing units for seniors at Canterbury Court, 1010 S Rockwood \$1,075,000 HOME funds(Rockwood Neighborhood

Summary (Background)

The nonprofit St. John's Properties owns and operates the 125 unit Canterbury Court as affordable rental housing committed to low-income seniors. In early 2018, St. John's used a HUD-guaranteed loan to renovate 32 units and common areas. St John's later applied for City HOME funds to renovate 30 additional units affordable to seniors at 30% AMI. On April 10, 2019, the CHHS Board recommended these HOME funds noting required commercial prevailing wages. CHHS will execute template loan documents.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 1,075,000	# 1710-95579-51010-54201-79324
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	2/11/2019
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	CHHSAccounting@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	cbrown@spokanecity.org	
<u>Additional Approvals</u>		ptrautman@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	kkeck@spokanecity.org	
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY		

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood & Business Services Division Community, Housing, & Human Services (CHHS) Department
Subject:	Documents for 2 housing projects and update on other projects
Date:	February 11, 2019
Author (email & phone):	Melora Sharts, msharts@spokanecity.org , 509.625.6840
City Council Sponsor:	
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	City of Spokane HUD Consolidated Plan City of Spokane Comprehensive Plan
Strategic Initiative:	Safe and Affordable Housing Choice
Deadline:	
Outcome:	Rehabilitation of senior housing project with 125 units and construction of 2 new 3-bedroom housing units.
Background/History: The City of Spokane receives HUD HOME program funds exclusively for affordable housing. The allocation of HOME funds to these projects was affirmed by the CHHS Board on 11/11/18 and discussed with the UE Committee on 11/12/18. Two projects allocated funds need Council approval, are ready to proceed, and are moving toward loan closings within 2 months.	
Executive Summary: <ul style="list-style-type: none"> • Canterbury Court is a 125-unit apartment building for seniors (62+) owned by St. John's Properties. It was constructed in 1973 under a HUD 236 loan guaranty. 75 units have project-based rent subsidies and 50 units are for households up to 80% AMI. • Property is managed by Kiemle & Hagood. • Phase 1 of the rehabilitation was funded by a 223(f) HUD-insured loan and included work on all major systems part of the units. The City's \$735,000 HOME loan funds Phase 2, including renovation of some units and common areas. Units are occupied and residents will be temporarily moved within the building as work is done on their units. • Under HUD requirements, 75 units will be affordable to households at or below 30% of area median income (AMI) until 2037. The 24 City HOME units will be affordable to households at or below 30% AMI (\$13,700 for a 1-person household) for 20 years. The City loan is fully forgivable. • The Cora Duplex will have 2 3-bedroom units and is owned by Dmytro & Marina Sirenkyi and Konstantin & Tatyana Vasilenko. One unit will be affordable to households at or below 30% AMI and one for households at or below 50% AMI. • The City's HOME loan of \$175,000. Of this, \$137,500 forgivable and \$37,500 payable. Affordable for 30 years. Units should be available by late 2019. • Documentation for both loans is expected to be completed within the next two months. Work can begin thereafter. 	
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: N/A Other budget impacts: (revenue generating, match requirements, etc.) None.	
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	

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

06/10/2019

<u>Date Rec'd</u>	5/17/2019
<u>Clerk's File #</u>	OPR 2019-0400
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR20578

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	PAUL TRAUTMAN 625-6329
<u>Contact E-Mail</u>	PTRAUTMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - ROSE APARTMENTS PROFESSIONAL SERVICES FUNDING AGREEMENT

Agenda Wording

Funding Agreement with East Central Community Organization for professional services necessary to move the historic Rose Apartments affordable housing project. Total contract amount: \$71,815. (East Central Neighborhood)

Summary (Background)

In 2010, the CHHS Dept. provided HUD grant funds to East Central Community Organization (ECCO) to purchase and renovate the historic Rose Apartments at 1726 E 3rd as affordable rental housing. The Washington Dept. of Transportation intends to acquire and clear this property for the North Spokane Corridor. This agreement grants HUD CDBG funds for professional services needed to plan and permit the building move to nearby land owned by ECCO and preserve this affordable housing project.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 71,815	# 1690-95576-51010-54201-73915
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	1/14/2019
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	CHHSAccounting@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	cbrown@spokanecity.org	
<u>Additional Approvals</u>		ptrautman@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	kkeck@spokanecity.org	
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY		

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood & Business Services Division Community, Housing, & Human Services (CHHS) Department
Subject:	Documents for 2 housing projects and update on other projects
Date:	February 11, 2019
Author (email & phone):	Melora Sharts, msharts@spokanecity.org , 509.625.6840
City Council Sponsor:	
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	City of Spokane HUD Consolidated Plan City of Spokane Comprehensive Plan
Strategic Initiative:	Safe and Affordable Housing Choice
Deadline:	
Outcome:	Rehabilitation of senior housing project with 125 units and construction of 2 new 3-bedroom housing units.
Background/History: The City of Spokane receives HUD HOME program funds exclusively for affordable housing. The allocation of HOME funds to these projects was affirmed by the CHHS Board on 11/11/18 and discussed with the UE Committee on 11/12/18. Two projects allocated funds need Council approval, are ready to proceed, and are moving toward loan closings within 2 months.	
Executive Summary: <ul style="list-style-type: none"> • Canterbury Court is a 125-unit apartment building for seniors (62+) owned by St. John's Properties. It was constructed in 1973 under a HUD 236 loan guaranty. 75 units have project-based rent subsidies and 50 units are for households up to 80% AMI. • Property is managed by Kiemle & Hagood. • Phase 1 of the rehabilitation was funded by a 223(f) HUD-insured loan and included work on all major systems part of the units. The City's \$735,000 HOME loan funds Phase 2, including renovation of some units and common areas. Units are occupied and residents will be temporarily moved within the building as work is done on their units. • Under HUD requirements, 75 units will be affordable to households at or below 30% of area median income (AMI) until 2037. The 24 City HOME units will be affordable to households at or below 30% AMI (\$13,700 for a 1-person household) for 20 years. The City loan is fully forgivable. • The Cora Duplex will have 2 3-bedroom units and is owned by Dmytro & Marina Sirenkyi and Konstantin & Tatyana Vasilenko. One unit will be affordable to households at or below 30% AMI and one for households at or below 50% AMI. • The City's HOME loan of \$175,000. Of this, \$137,500 forgivable and \$37,500 payable. Affordable for 30 years. Units should be available by late 2019. • Documentation for both loans is expected to be completed within the next two months. Work can begin thereafter. 	
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: N/A Other budget impacts: (revenue generating, match requirements, etc.) None.	
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	

AGREEMENT BETWEEN**CITY OF SPOKANE AND EAST CENTRAL COMMUNITY CENTER IN CONJUNCTION WITH
PROGRAM YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)**

1. Grantee East Central Community Organization (“ECCO”) 631 South Richard Allen Court, Building 204 Spokane, Washington 99202		2. Contract Amount \$71,815.00	3. Tax ID# 91-1143596	4. DUNS# 191812168
5. Grantee’s Program Representative Chris Venne, President, ECCO Board of Directors P.O. Box 40095 Spokane, WA 99220 (509) 995-0946 ctvenne@comcast.net		6. City’s Program Representative George Dahl, CDBG Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6036 gdahl@spokanecity.org		
7. Grantee’s Financial Representative Barbara Wilson, Accountant P.O. Box 40095 Spokane, WA 99220 (509) 590-8020 ECCO.CDC@gmail.com		8. City’s Contract Representative Paul Trautman, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6329 ptrautman@spokanecity.org		
9. Grantor Award # B-18-MC-53-0006	10. Start Date 01/01/2019		11. End Date 08/31/2020	
12. Federal Funds CDBG	CFDA # 14.218	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)		
13. Total Federal Award \$3,259,133.00	14. Federal Award Date 08/29/2018	15. Research & Development? N/A	16. Indirect Cost Rate N/A	
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input checked="" type="checkbox"/> Pre-approved by Funder		18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: To support community-based activities directed toward neighborhood revitalization, economic development, and community services facilities, and improvements pursuant to the Housing and Community Development Act of 1974, Title I, Part 24, Section 570, Public Law 93-383, 88 Stat. 633, 42 U.S.C. 5301-5321. This Agreement is subject to applicable uniform administrative requirements as described in 24 CFR Part 570 and 2 CFR 200, as applicable.				
20. CITY and the GRANTEE , as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Attachment “A” - Suspension & Debarment and FFATA Certification, (3) Attachment “B” Grantee Billing Form, and (4) Attachment “C” - Activity Report.				

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a CDBG Year 2018 Rose Apartments Move Project (“Project”) in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1) Program Delivery.

Activity #1 Provide predevelopment, geotechnical, permitting, and construction administration services for moving the Rose Apartments building, per the ECCO August 2018 professional services procurement.
Activity Location(s): 1726 East 3rd Avenue, Spokane, Washington

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG activities, including general management, oversight, and coordination and training on CDBG requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES.

- 1) All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. This will be accomplished by moving an apartment building containing eight affordable housing units.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) **The GRANTEE agrees to provide the following levels of program services:**

Activity

Units per Month

Total Units/Year

Activity #1

NOTE: The Unit of Measure is defined as X

D. STAFFING.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the CITY.

E. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's CDBG Program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other CDBG assets, including program income.

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Construction Costs	\$71,815
TOTAL	\$71,815

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or**

programs without written approval by the CITY and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the parties.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

GRANTEE shall participate in a grant kick-off meeting with CITY representatives prior to commencing with work under this Agreement. Upon execution of this Agreement, GRANTEE shall submit a draft project timeline with milestone accomplishments within two (2) weeks to the CITY's Contract Representative.

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

GRANTEE shall follow Procurement guidelines as set forth in Section 8. D. Procurement and Section 10. D. Conduct of this Agreement to ensure that all subcontracts shall be awarded on a fair and open competition basis.

CITY's Contract Representative shall provide the Federal wage determination as required by the Davis-Bacon and related Acts (40 U.S.C. 276(a)) to GRANTEE prior to the contract going out to bid using the applicable lock-in date. For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision **provided** that the contract is

awarded with 90 days. If the contract is awarded more than ninety (90) days after bid opening, the contract award date 'locks-in' the wage decision. For contracts, purchase orders, or other agreements for which there is no bid opening or award date, the construction start date shall be used as the lock-in date.

GRANTEE shall contact CITY's Contract Representative ten (10) days prior to the bid submittal deadline listed in the Invitation to Bid packet to request any modifications to the wage determination.

GRANTEE shall submit to CITY's Contract Representative identified on the Face Sheet of this Agreement copies of construction quote sheets and a subcontractor list, written confirmation of the selected contractor, the basis for selection and a cover letter from the GRANTEE's Executive Officer certifying that the appropriate bid packet and any addendum were distributed to all contractors.

CITY's Contract Representative shall provide GRANTEE with a construction contract template at the grant kick-off meeting that GRANTEE may use to develop a construction contract. The actual construction contract must include HUD Form 4010 (06/2009) – Exhibit A and the applicable wage determination as provided by the CITY. The prime construction contract shall designate the CITY's Community, Housing, and Human Services Department as the responsible agency for oversight and administration of Federal Labor Standards Provisions, listing the CITY's contact information.

GRANTEE shall submit a copy of the construction contract to CITY's Contract Representative for review and approval for applicable Federal requirements before execution.

GRANTEE shall check and document verification that selected contractor(s) do not have active exclusions using the Federal System for Award Management (www.sam.gov). This shall be done by printing a copy of the search results.

GRANTEE shall collect weekly payrolls from the prime contractor and submit a copy of all documentation to the CITY's representative prior to disbursing any funds to the prime contractor for the period specified in the application for payment. The CITY will confirm receipt and allowability of the payrolls to the GRANTEE. Any contractor payments made prior to CITY confirmation shall not be eligible for reimbursement.

CITY shall be responsible for oversight of compliance with the Davis Bacon and related acts including, but not limited to, conducting a preconstruction conference with the prime contractor, reviewing certified payrolls and related documentation, conducting labor standards investigations, and reporting and consultation with the HUD Office of Labor Relations and the Department of Labor.

CITY assumes no liability for construction management, payment of construction draws and/or warranties.

Failure to comply with this Section shall be grounds to terminate this Agreement and the GRANTEE shall be liable to reimburse the CITY for any funds advanced under this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) 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 or non-owned vehicles.

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 GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and GRANTEE.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4) Disclosure

- a. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining

the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over CDBG funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 578.63

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th

of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the FACE SHEET of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit quarterly Activity Reports to the CITY on or before April 15th, July 15th, October 15th, and January 15th, for the respective reporting periods. These reports shall include program accomplishments and project beneficiary data and be in the form and content as required by the CITY in Attachment C.

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who

holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

Note: Inventory that is no longer needed by the GRANTEE is subject to Federal Disposition requirements. No inventory shall be relocated without the written permission of the CITY.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to

use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and

- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

SECTION NO. 9: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The GRANTEE agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The GRANTEE shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The GRANTEE also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION NO. 10: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which

Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications
The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts
The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

- 1) Assignability
The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.
- 2) Subcontracts
 - a. Approvals
The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.
 - b. Monitoring
The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content
The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or

services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 11: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 12: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 13: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 14: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

SECTION NO. 16: 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 annual business registration. The GRANTEE 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 GRANTEE 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.

SECTION NO. 17: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

CITY OF SPOKANE

EAST CENTRAL COMMUNITY
ORGANIZATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

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

06/10/2019

<u>Date Rec'd</u>	5/28/2019
<u>Clerk's File #</u>	OPR 2019-0401
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONT.
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	DAVID PAINE 625-7706
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5100-VALUE BLANKET W/ WINGFOOT COMMERCIAL FOR THE PURCHASE OF MISC. TIRES

Agenda Wording

Fleet Services requests the approval of a value blanket to be awarded to Wingfoot Commercial Tire Systems, LLC (Spokane Valley, WA) for the purchase of miscellaneous tires. Tires will be purchased on an "as needed" basis using state contract #00519.

Summary (Background)

Estimated yearly expenditure of the VB, including tax, is \$500,000.00. Term of the VB is 6/1/19 to 3/31/24. This VB will be used to purchase miscellaneous tires required to maintain the City's fleet and equipment. We recommend approval of the Value Blanket with Wingfoot Commercial Tire Systems, LLC for the purchase of miscellaneous tires. Funding for this is available in the Fleet budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 500,000		# 5100-71700-48348-53211-55660
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u> 6/3/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	mmartinez, dpaine, tprince
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Value Blanket for the purchase of miscellaneous tires with Wingfoot Commercial Tire Systems, LLC
Date:	June 3, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health 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:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services requests the approval of a value blanket (VB) to be awarded to Wingfoot Commercial Tire Systems, LLC (Spokane Valley, WA) for the purchase of miscellaneous tires. Tires will be purchased on an “as needed” basis using state contract #00519. Estimated yearly expenditure of the VB, including tax, is \$500,000.00. Term of the VB is 6/1/19 to 3/31/24.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> This VB is used to purchase miscellaneous tires required to maintain the City’s fleet and equipment. <u>Action</u> <ul style="list-style-type: none"> We recommend approval of the Value Blanket with Wingfoot Commercial Tire Systems, LLC for the purchase of miscellaneous tires. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Fleet 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:	

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

06/10/2019

<u>Date Rec'd</u>	5/28/2019
<u>Clerk's File #</u>	OPR 2019-0402
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	DAVID PAINE 625-7706
<u>Contact E-Mail</u>	DPAIN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5100-VALUE BLANKET WITH GCR FOR MISCELLANEOUS TIRES

Agenda Wording

Fleet Services requests the approval of a value blanket (VB) to be awarded to GCR Tire Center (Spokane, WA) for the purchase of miscellaneous tires. Tires will be purchased on an "as needed" basis using State contract #00519.

Summary (Background)

Estimated yearly expenditure of the VB, including tax, is \$500,000.00. Term of the VB is 6/1/19 to 3/31/24. This VB will be used to purchase miscellaneous tires required to maintain the City's fleet and equipment. We recommend approval of the Value Blanket with GCR Tire Center for the purchase of miscellaneous tires. Funding for this is available in the Fleet budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 500,000		# 5100-71700-48348-53211-55660
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u> 6/3/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	mmartinez, dpaine, tprince
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Value Blanket for the purchase of miscellaneous tires with GCR Tire Center
Date:	June 3, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health 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:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services requests the approval of a value blanket (VB) to be awarded to GCR Tire Center (Spokane, WA) for the purchase of miscellaneous tires. Tires will be purchased on an “as needed” basis using state contract #00519. Estimated yearly expenditure of the VB, including tax, is \$500,000.00. Term of the VB is 6/1/19 to 3/31/24.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> This VB is used to purchase miscellaneous tires required to maintain the City’s fleet and equipment. <u>Action</u> <ul style="list-style-type: none"> We recommend approval of the Value Blanket with GCR Tire Center for the purchase of miscellaneous tires. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Fleet 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:	

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

06/10/2019

Date Rec'd

5/29/2019

Clerk's File #

OPR 2019-0403

Renews #Submitting DeptNEIGHBORHOOD & BUSINESS
SERVICESCross Ref #Contact Name/Phone

DUSTIN WEST 6933

Project #Contact E-Mail

DWEST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0450- CHAS DENTAL CLINIC

Agenda Wording

Lease agreement between City and CHAS for 2211 E Hartson, dental clinic in East Central. Funding consists of a mix of Grants and a SIP loan.

Summary (Background)

Lease agreement between City of Spokane and CHAS for 2211 E Hartson Ave, Spokane, WA. The City has been awarded \$500,000 from Washington State Department of Commerce Grant and budgeted \$750,000 of CDBG funding. The City and CHAS have estimated the cost to be approximately \$1,750,000 and the City has established a SIP loan for the remaining costs. Revenue will be used to pay over 10 years and CHAS will have the option to purchase the building for \$1 after.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ 1,750,000.00

Multiple Funding Sources

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

CORTRIGHT, CARLY

Study Session

PSCHC 6/3/19

Division Director

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

dwest@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ccortright@spokanecity.org

Additional Approvals

dnorman@spokanecity.org

Purchasing

korlob@spokanecity.org

**GRANTS &
CONTRACT MGMT**

STOPHER, SALLY

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood & Business Services
Subject:	CHAS Dental Clinic
Date:	June 3 rd , 2019
Author (email & phone):	Dustin West, dwest@spokanecity.org , 625-6933
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Public Safety and Community Health 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)	Budget
Strategic Initiative:	Public Safety, Community Health
Deadline:	6/30/2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of lease agreement
<u>Background/History:</u> Lease agreement between City of Spokane and CHAS for 2211 E Hartson Ave, Spokane, WA. East Central neighborhood was identified as a critically underserved in medical services. The City has been awarded \$500,000 from Washington State Department of Commerce Grant and budgeted \$750,000 of Community Development Block Grant (CDBG) funding. The City and CHAS have estimated the cost to be approximately \$1,750,000 and the City has established a SIP loan for the remaining costs. The SIP loan will be used to construct and make improvements and will be repaid with revenue generated by the property from this lease. It is a ten (10) year agreement in which rent shall be paid monthly. At the end of the term CHAS has the option to purchase the building and equipment for one (1) dollar.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Contract with CHAS to lease space for a dental clinic and will be responsible for own repairs and maintenance including HVAC. \$500,000 from Dept. of Commerce, \$750,000 in CDBG funding, and remainder in a SIP loan. Term is for ten (10) years starting on issuance of certificate of occupancy with option to purchase after for one (1) dollar. CHAS shall pay taxes and comply with laws and regulations. CHAS is responsible for utilities and insurance. CHAS taking possession of the Premises will be agreement that the Premises is suitable. CHAS will hire janitorial and landscaping services to keep Premises clean and in good repair. City will maintain exterior walls and roof. City must approve modifications or improvements. 	
<u>Budget Impact:</u> 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?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

LEASE AGREEMENT

THIS LEASE AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and the COMMUNITY HEALTH ASSOCIATION OF SPOKANE, a 501(c)(3) nonprofit corporation, whose address is 203 N Washington Suite 300, Spokane, WA 99201 _____ ("CHAS").

WHEREAS, the City and CHAS have conducted a needs assessment of the East Central Neighborhood and identified it as critically underserved in medical services; and

WHEREAS, CHAS is a non-profit, federally qualified health center (FQHC) providing high-quality medical, dental, pharmacy, and behavioral health services to families and individuals of all ages, regardless of ability to pay; and

WHEREAS, the City and CHAS have committed to establish a dental clinic in the East Central Neighborhood to meet community needs; and

WHEREAS, the City has been awarded a \$500,000.00 Washington State Department of Commerce Grant and budgeted \$750,000.00 of Community Development Block Grant (CDBG) funding for the construction and outfitting of the dental clinic to be located at the East Central Community Center campus; and

WHEREAS, the City and CHAS have determined the cost of the construction and outfitting of a dental clinic to be approximately \$1,750,000.00; and

WHEREAS, the City has established a Spokane Investment Pool (SIP) loan from SIP funds to the City General Fund to pay for the remaining costs after expenditures of the Department of Commerce grant and CDBG funds; and

WHEREAS, the SIP loan will be used to construct and make improvements to a City-owned facility used by CHAS, a non-profit corporation, and will be repaid with revenue generated the lease of the property and facility; and

WHEREAS, the parties desire to enter into a lease agreement whereby the City will construct and outfit the dental clinic with CHAS operating the clinic.

NOW, THEREFORE,

The parties agree as follows:

1. **PREMISES.** The City leases to CHAS the premises at 2211 E. Hartson Avenue , Spokane, Washington, (hereinafter referred to as the "Premises") and legally described as LTS 1-3, 10-12 BLK 41 UNION PARK as further depicted in Attachment A. Upon the Premises and included as part of the Premises is a structure to be used as a dental clinic ("Dental Clinic").
2. **TERM.** CHAS shall have the use of the Premises for a period of ten (10) years beginning upon the issuance of the certificate of occupancy by the City and terminating ten years later unless terminated earlier pursuant to the terms of this Lease Agreement, or as otherwise allowed by law (the "Initial Term"). At the end of the Initial Term, the parties may mutually agree in writing to renew the lease for an additional ten year period at a lease amount agreed upon by parties. If CHAS elects to not renew the lease, CHAS shall turn the Premises, including all dental equipment and furnishings purchased by the City, back to the City in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted.
3. **RENT.** Rent shall be paid on a monthly basis by the tenth of each month. The monthly rent amount shall be between \$12.00 and \$18.75 per square foot of the floor space of the dental clinic building. The rent amount shall be adjusted to a dollar value that would enable the City to pay off the SIP loan amount over the course of the Initial Term. The final SIP loan amount and rent amount shall be agreed upon by the parties in a letter agreement signed by both parties and made part of this Agreement.
4. **OPTION TO PURCHASE:** At the end of the Initial Term, CHAS shall have the option to purchase the Dental Clinic (including all equipment and furnishings) constructed on the Premises for one dollar. The option must be exercised by providing written notice to the City no later than one hundred eighty (180) days prior to the end of the Initial Term. The option to purchase does not include the land, which shall remain in the City's ownership. The City agrees that, if CHAS exercises the option to purchase the Dental Clinic, the parties shall enter into a one hundred year ground lease agreement for one dollar per year, plus applicable Leasehold Excise Taxes that may be required by Chapter 82.29A RCW.
5. **TAXES.**
 - 5.1 CHAS shall pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Dental Clinic and all interests in the Dental Clinic, whether belonging to the City or CHAS. CHAS shall indemnify the City and hold it harmless from all such taxes, charges, and assessments.
 - 5.2 CHAS shall be responsible for payment of the Leasehold Excise Tax required by chapter 82.29A RCW.

6. CONDITION OF PREMISES. By taking possession of the Premises, CHAS acknowledges that it finds the Premises to be suitable for the purposes intended and that CHAS has made inspection of the Premises, accepts its conditions in its present state, and agrees that there are no repairs, changes, or modifications to be made to the Premises by the City.

7. USE TO COMPLY WITH LAWS AND REGULATIONS. CHAS shall use the Premises for a dental clinic and for no other purpose without the City's prior written consent. Use of the Dental Clinic shall be in compliance with applicable federal and state laws and regulations applicable with the City's application to secure CDBG funding and State Department of Commerce grant for the building. CHAS shall fully comply with all federal, state, and local laws and regulations, which may be applicable to its program operations.

8. REPAIRS AND MAINTENANCE. During the term of this Lease Agreement, CHAS shall be responsibility to maintain and operate the Premises, including both the exterior and interior of the Dental Clinic.

CHAS's OBLIGATION:

8.1 Generally. Subject to exceptions in this Lease Agreement, CHAS shall, at its sole expense, maintain the entire Premises in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises. Such systems and services shall include, but are not limited to, any plumbing, electrical, ventilation and lighting facilities and equipment on or serving the Premises. CHAS shall not damage or disturb the structural integrity of the Premises and shall promptly repair or cause to be repaired, to the City's satisfaction, any damage or injury done to any structural elements caused by CHAS or its employees, agents, contractors, invitees or Dental Clinic patients.

8.2 HVAC. CHAS shall be responsible for maintaining the HVAC system serving the Premises in proper working order by procuring a professional maintenance contract.

8.3 Janitorial Services and Landscaping. CHAS shall hire all necessary maintenance and janitorial personnel to keep the Premises clean and in good repair including landscaping and improvements on the Premises.

CITY'S OBLIGATION:

8.4 The City shall maintain the foundations, exterior walls and the exterior roof of the Premises but shall not be obligated to paint the exterior of the Premises, nor maintain the surface of the interior walls, doors or windows. The City shall be responsible for

maintenance of the grounds and parking lot, including snow removal.

9. IMPROVEMENTS AND ALTERATIONS. CHAS shall not make any modifications, additions, improvements, or alterations to the Premises without the prior express written approval of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any modifications, additions, improvements, or alterations must be made in compliance with all laws, rules and regulations relating to all applicable building, fire and land use codes, aesthetically compatible and shall become the property of the City upon completion. At the time the City reviews the request by CHAS for future modifications, additions, improvements, or alterations to the Premises, it shall determine the applicability of the Washington State Prevailing Wages on Public Works Act.

10. DESTRUCTION OF PREMISES. If the whole or substantially the whole or a portion of the Premises are destroyed by fire or other casualty, so as to render them unfit for occupancy or the intended use, as identified in section 7 herein, and the City elects not to restore the Premises to its former condition, then this Lease shall terminate. The City may, at its option, promptly proceed with reasonable diligence to build and restore said Premises or such part thereof, provided that within twenty days after such destruction or injury, the City shall notify CHAS in writing of the City's intention to do so. CHAS shall also be entitled to either terminate this Lease or accept the City's election to restore, in the event the whole or substantially whole or a portion of the Premises are destroyed by fire or other casualty, so as to render them unfit for occupancy or for the intended use.

11. CHAS'S PROPERTY. All of CHAS's personal property and trade fixtures ("CHAS's Property") that were not acquired by the City or with City funding sources, including the SIP loan and CDBG Grant funding, will remain the exclusive property of CHAS and not be subject to any claim of ownership by the City. CHAS may remove CHAS's Property at any time during or upon expiration of the term. Upon the expiration or sooner termination of this Lease, CHAS shall remove CHAS's Property. CHAS shall repair damage to the Premises resulting from the installation or removal of CHAS's Property.

12. UTILITIES. The City shall not be responsible for providing any utilities to the Premises, but represents and warrants that, as of the commencement date, electricity, water, gas, sewer, and telephone utilities are available at or adjacent to the Premises. CHAS shall pay for all utilities furnished to the Premises during the term of this Lease, including but not limited to electricity, gas, heat, water, refuse, and sewer. CHAS shall determine whether the available capacity of utilities will meet its needs. CHAS shall install and connect, if necessary, and directly pay for all water, sewer, gas, janitorial, electricity, garbage removal, heat, telephone, and other utilities and services used on the Premises during the term of this Lease, whether or not the services are billed directly to CHAS.

13. INSURANCE. During the Term of this Lease, CHAS shall maintain in force at its own expense, the following insurance coverages:

13.1. 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, with an aggregate limit of \$3,000,000. It shall include contractual liability coverage for the indemnity provided under this Lease. It shall provide that the City, its officers and employees are additional insured but only with respect to matters relating to this Lease and CHAS's and its invitees's/client's use and occupancy of the Premises; and

13.2. Property and Loss of Use Insurance for CHAS's Property, contents and tenant improvements to limits and other insurance conditions deemed appropriate by CHAS. Further, CHAS may purchase and maintain such insurance as will insure against loss of use of the Premises due to fire or other hazards, however caused. CHAS waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

To the extent practicable, the City shall maintain "all risk" replacement cost insurance coverage on the building structure(s), including Dental Clinic (if applicable). There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from CHAS or its insurer(s) to the City. As evidence of the insurance coverages required by this Lease, CHAS shall furnish acceptable insurance certificates to the City at the time it returns the signed Lease. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. CHAS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. INDEMNIFICATION.

14.1 CHAS shall defend, indemnify, and hold harmless the City from any loss, claim, or liability of any nature by reason of the negligent acts or omissions of CHAS, its assigns, subtenants, agents, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities related to this Lease Agreement, the Premises, or the Dental Clinic, whether in contract or in tort. This obligation shall not include a loss, claim or liability which may be caused by the sole negligence of the City, or its authorized agents or employees; provided that if the loss, claim or liability is caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) CHAS, its assigns, subtenants, agents, contractors, licensees, invitees, or employees or involves those actions covered by RCW 4.24.15, this indemnity provision shall be valid and enforceable only to the extent of the negligence of CHAS or its assigns, subtenants, agents, contractors, licensees, invitees, or employees.

14.2 CHAS shall have no responsibility for compliance with any applicable physical access statutes or requirements, including (without limitation) the Americans with Disabilities Act of 1990 and related regulations, the City agrees to indemnify CHAS for any liability to the extent caused by the City's noncompliance therewith.

14.3 CHAS shall notify the City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages on the Premises and fully cooperate with the City as its interests may appear. CHAS shall promptly notify the City of any complaints or reports of violations of law that have occurred at the Premises and that are significant in nature and that have a material effect of the operations of the Premises.

14.4 The City shall indemnify, defend, and hold CHAS harmless from any loss, claim, or liability threatened against CHAS or which CHAS incurs, arising as a consequence of negligent acts or omissions of the City, its agents, contractors or employees related to this Lease Agreement, the Premises, or the Dental Clinic, whether in contract or in tort.

15. INSPECTION.

15.1 The City, after giving CHAS reasonable notice, shall have the right to make periodic and regular inspections of the Premises to insure that fire, safety and sanitation requirements and other provisions contained in this Lease are being adhered to by CHAS. Furthermore, the City shall have the right to tour the Dental Clinic for purposes of presenting the Dental Clinic to future or potential contractual parties who may be contracted with the City to provide future programs. The City shall provide notice to CHAS and coordinate in scheduling such tours so as to avoid any disruptions to current programs. CHAS shall not unreasonably deny such inspections or tours.

15.2 Privacy. The parties acknowledge that the intended use of the Dental Clinic requires strict compliance with state and federal privacy laws. Under no circumstances will the City be permitted access to any Protected Health Information (PHI) as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. § 160.103. This may impact the right of the City to tour the Dental Clinic; however, CHAS will accommodate such requests to the best of its ability.

16. NOTICES. All notices shall be in writing and served on either of the parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

CHAS: John Browne, CFO
CHAS Health
203 N Washington, Suite 300

17. TERMINATION.

17.1 The City may terminate this Lease for material breach by CHAS, provided the City shall give CHAS written notice of the alleged breach and CHAS shall have a period of time depending on the severity of the alleged breach, as stated in the notice in which to substantially cure the breach. If the breach is cured within the required time period, the notice shall be of no force and effect. In no circumstance shall the period to cure the breach be less than thirty (30) calendar days.

17.2 CHAS may terminate this Lease for material breach by the City, provided CHAS shall give the City written notice of the alleged breach and the City shall have a period of time depending on the severity of the alleged breach, as stated in the notice in which to cure the breach. If the breach is cured within the required time period, the notice shall be of no force and effect. In no circumstance shall the period to cure the breach be less than thirty (30) calendar days.

17.3 Either party may terminate this Lease prior to the initiation of construction if the party determines that they are unable to obtain all of the necessary funding to pay for their contribution to the cost of construction and equipment outfitting. The parties shall not begin the construction phase of this Lease until both parties have provided written confirmation that they have secured the necessary funding. For purposes of this Lease, construction phase shall be the initiation of request of bids.

18. EQUIPMENT AND FURNISHINGS.

18.1 All equipment and furnishings at the Dental Clinic provided by the City will be maintained by CHAS in good working condition and any necessary maintenance and / or repairs shall be performed on a timely basis. Regular maintenance schedules shall be established and adhered to and regular reports regarding maintenance activities shall be maintained and available for inspection by City staff. CHAS shall promptly notify the City of any and all equipment maintenance, repair or replacement issues that arise.

18.2 All equipment and furniture purchased by CHAS are included in the definition of CHAS's Property.

19. 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 Lease 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.

20. BUSINESS LICENSE 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 license. CHAS shall obtain a business license, or an exemption status determination.

21. PARTIES IN INTEREST. Nothing in this Lease confers any rights or remedies under or by reason of this Lease on any party other than the named parties herein. Nothing in this Lease relieves or discharges any obligation or liability of any third party, nor shall any provision give any third party any right of action over or against any named party to this Lease.

22. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Lease shall have or acquire any interest in the Lease, 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 Lease.

23. DISPUTES. This Lease shall be performed under the laws of the State of Washington. Any litigation to enforce this Lease or any of its provisions shall be brought in Spokane County, Washington.

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

25. AMENDMENTS. No modification or amendment of this Lease shall be valid until it is reduced to writing and legally signed by both parties.

26. ASSIGNMENT. This Lease or any interest therein, shall not be assigned voluntarily or by operation of laws, or sublet in whole or part without the prior written consent of the City, which consent shall not be unreasonably withheld provided, that the use of the Premises continues to be the same and in accordance with this Lease. This Lease shall be binding upon the parties and upon their successors and assigns. All conditions and covenants contained herein shall be considered as covenants running with the land.

27. WAIVER. Time is of the essence of this Lease, and of every part thereof. Any waiver by either party of any breach of this Lease shall not be construed or considered to be a waiver of any future similar breach or of any other breach hereof. A waiver is not valid unless it is in writing and signed by the party against whom it is to be enforced.

28. LIENS. CHAS shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the City in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with CHAS, including those who may furnish materials or

perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to CHAS by this Lease.

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

Dated: _____

CITY OF SPOKANE

By: 
Mayor/City Administrator

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

Dated: 5-20-19

COMMUNITY HEALTH ASSOCIATION
OF SPOKANE

By: 

Title: CEO

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that THERESA SANDERS and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for Washington State,
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that know or have satisfactory evidence that Aaron Wilson
and _____ is/are the person(s) who appeared before me and
said person(s) acknowledged that he/she/they signed this document, on oath stated that
he/she/they were authorized to sign it and acknowledged it as the CEO,
and _____, respectively, of the COMMUNITY HEALTH ASSOCIATION
OF SPOKANE, a nonprofit corporation, to be the free and voluntary act of such party for
the uses and purposes therein mentioned.

Dated: 5/20/19

Nathan Halvorson
Notary Public in and for Washington State,
residing at Spokane County

My appointment expires 8/21/21



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

06/10/2019

Date Rec'd

5/21/2019

Clerk's File #

CPR 1981-0295

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 TWO PLAN COMMISSION APPOINTMENTS

Agenda Wording

Appointment of Darin Watkins and Asher Ernst to the Plan Commission for a term of January 1, 2019 - December 31, 2022.

Summary (Background)

Appointment of Darin Watkins and Asher Ernst to the Plan Commission for a term of January 1, 2019 - December 31, 2022.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

COTE, BRANDY

Study Session**Division Director****Other****Finance**Distribution List**Legal**

bcote@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

awinchell@spokanecity.org

Purchasing

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

06/10/2019

<u>Date Rec'd</u>	5/20/2019
<u>Clerk's File #</u>	RES 2019-0039
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KATE BURKE 625-6275
<u>Contact E-Mail</u>	KATEBURKE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - A RESOLUTION ESTABLISHING A CITY FLAG WORKING GROUP

Agenda Wording

A Resolution establishing a City Flag Working Group.

Summary (Background)

The City of Spokane has had several flag designs throughout the years, and adopted different designs as the official city flag in 1912, 1958, and 1977. The current city flag was designed by Lloyd L. Carlson, who also designed the famous "Mobius strip" symbol for the World's Fair held in Spokane, Expo '74. The City of Spokane intends to update its flag to provide a symbol of which all people in Spokane can be proud and which represents the city we love.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<u>Purchasing</u>	

RESOLUTION NO. 2019-0039

A Resolution establishing a City Flag Working Group.

WHEREAS, the City of Spokane has had several flag designs throughout the years, and adopted different designs as the official city flag in 1912, 1958, and 1977; and

WHEREAS, the current city flag was designed by Lloyd L. Carlson, who also designed the famous “Mobius strip” symbol for the World’s Fair held in Spokane, Expo ’74; and

WHEREAS, the City of Spokane intends to update its flag to provide a symbol of which all people in Spokane can be proud and which represents the city we love; and

WHEREAS, the selection of a working group of people from a wide variety of backgrounds is now appropriate to select a simple, bold, new design for our city flag.

NOW THEREFORE, BE IT RESOLVED that the City of Spokane hereby forms a City Flag Working Group, composed of the following membership:

- The City Council shall select two of its members and one resident of each City Council district, and shall invite the Spokane Tribe to select a representative to the Working Group;
- The Mayor or designee shall serve on the working group, and the Mayor shall select one resident of the City at large and one youth representative; and
- the Spokane Arts Commission shall select one of its members to serve on the working group.

BE IT ALSO RESOLVED that the City Flag Working Group shall establish procedures to govern the conduct of its activities, and shall recommend a single design for a new official City of Spokane flag to the City Council no later than December 31, 2019.

BE IT FURTHER RESOLVED that all meetings of the City Flag Working Group shall open to the public and recorded.

PASSED by the City Council this ____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

06/03/2019

<u>Date Rec'd</u>	5/15/2019
<u>Clerk's File #</u>	ORD C35779
<u>Renews #</u>	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	KAREN 625-6291	Project #	
Contact E-Mail	KSTRATTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - AN ORDINANCE UPDATING PARKING TIME LIMITS AND REGULATIONS		

Agenda Wording

An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

Summary (Background)

An ordinance extending on-street parking time limits within residential zones, and clarifying that parking violations in those areas are to be complaint-driven and providing that parking enforcement officers have discretion to issue warnings before issuing violations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	UD Comm., 5-13-2019
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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

ORDINANCE NO. C35779

An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 16A.04.055 of the Spokane Municipal Code is amended to read as follows:

Section 16A.04.055 Passenger Vehicle

“Passenger vehicle” means every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

Section 2. That section 16A.61.561 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.561 Parking Time Limited and Regulated

- A. No vehicles shall be parked ~~((continuously))~~ for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City ~~((at any time for a period longer than twenty-four hours))~~ located within any non-residential zone. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked on any one block face upon any street within ~~((;))~~ the parking meter area (as authorized by SMC 16A.61.5902) beyond the maximum time allowed by the meter, and are required to move off the block face after the maximum time allowed by the meter has expired until the next calendar day, except that pay-by-phone customers may purchase one, fifteen minute time extension beyond the legal maximum parking time by phone; provided, the ~~((city council))~~ City Council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902), inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two (2) hours.

D. No person shall park any vehicle for longer than seventy-two (72) hours on any street located within an area zoned solely for residential uses:

1. in a manner which creates a public safety hazard;
2. facing the opposite direction of traffic on that side of the street;
3. so as to block any driveway or fire hydrant,
4. in any area signed as no parking;
5. without a city-issued parking permit in any area within which City-issued parking permits are required;
6. which is a junk vehicle as the term is defined in SMC 10.16.010(F); or
7. within twenty-four (24) hours of a previously noticed street clearing event.

E. Vehicles in violation may be deemed unauthorized and subject to impoundment after notification no less than twenty-four (24) hours in advance.

F. The enforcement of the provisions of this section shall be undertaken solely in response to complaints. If the City receives a complaint that a vehicle is in violation of subsection (D) of this section, the City shall first issue a warning notice along with a requirement that the violation be remedied within twenty-four (24) hours. If the violation continues after twenty-four (24) hours after the issuance of a warning notice, the City shall issue a citation.

Section 3. That section 16A.61.562 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.562 Parking Non-passenger and Commercial Vehicles in ~~((Residence))~~Residential Zones

A. It is unlawful to park any vehicle requiring a commercial safety fee, (~~((motor home, trailer of any type, camper, watercraft, snowmobile,))~~) limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, or farm vehicle on a street right-of-way in an (~~((“R” zone of the city of Spokane))~~)area which is which is zoned for solely residential uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any (“R”) residential zone for longer than (~~((four))~~) twenty-four (24) continuous hours for ((active)) loading or unloading.

B. It is unlawful to park any motor home, trailer of any type, camper, watercraft, or snowmobile on a street right-of-way in an area which is zoned for solely residential uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any residential zone for longer than forty-eight (48)

continuous hours for loading or unloading. (~~Overnight parking between the hours of nine p.m. and seven a.m. is also unlawful.~~)

- C. Nothing in this section permits the use of a recreational vehicle, motor home, trailer, or camper for permanent habitation in a street right-of-way, as prohibited by SMC 17C.319.200(B).

Section 4. That section 16A.61.570 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:
1. stop, stand, or park a vehicle partly or completely:
 - a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;
 - c. within an intersection;
 - d. on a crosswalk;
 - e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;
 - f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - h. on any railroad tracks;
 - i. in the area between roadways of a divided highway including crossovers; or
 - j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.
 - k. in a bicycle lane that has been indicated by signage or striping.
 2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
 - a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;
 - b. within fifteen (15) feet of a fire hydrant;
 - c. within twenty (20) feet of a marked crosswalk;
 - d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

- e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;
 - f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or
 - g. in a no-parking area at Spokane International Airport as designated by the airport board.
 - 3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:
 - a. within fifty (50) feet of the nearest rail of a railroad crossing, or
 - b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.
- C. No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.
- D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.
- E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.
- F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.
- G. Violation of RCW 46.16A.030 (Registration and display of plates required—Penalties—Expired registration, impoundment) may result in immediate impound.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date